CITY OF REDLANDS
CITY COUNCIL
SUCCESSOR AGENCY

A G E N D A S

JUNE 6, 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

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)
* * *
City Council Chambers
Civic Center, 35 Cajon Street, Redlands, California

Recycled Paper

A G E N D A

The following information comprises the agenda for the regular meetings of the City Council of the City of Redlands and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, JUNE 6, 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. **Public Comment**
(Any person wishing to provide public comment on a closed session matter may do so at this time.)

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

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

    1. Nelson v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2104053

    2. Falconieri, et al. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2114106

    3. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544

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

Property:	APN 0292-166-08-0000
Agency Negotiators:	Charles M. Duggan, Jr.; Chris Boatman
Negotiating Party:	Andrew Christopherson, The Grove School
Under Negotiation:	Terms of payment and price of possible lease amendment or purchase of City property

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6:00 P.M.

E. **Reconvene City Council Meeting**

F. ***Invocation by Council Member Davis- 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.)

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

H. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Presentation of 50th Anniversary proclamation to Rebecca McCurdy of the Friends of the Library

3. Presentation of Pride Month proclamation to Jina Imani (Council Member Davis and Council Member Guzman-Lowery)

I. **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.)

J. **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 May 16, 2023 (City Clerk Donaldson)

2. Approve recommendation for an appointment to the Traffic and Parking Commission (Mayor Tejeda)

3. Authorize issuance of a proclamation recognizing the 50th Anniversary of the Friends of A.K. Smiley Public Library (Mayor Tejeda and Mayor Pro Tem Barich)

4. Authorize issuance of a proclamation recognizing June 2023 as Pride Month (Council Member Davis and Council Member Guzman-Lowery)

5. Disclosure and Approval of Settlement Agreement and General Release – Laurel Falconieri and Leslie Martinez; San Bernardino County Superior Court Case No. CIVSB 2114106 (City Attorney Garcia)

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6. Approve a three-year agreement with Policy Confluence, Inc. for the annual community benchmark survey for an amount not to exceed $68,566 (Assistant City Manager McConnell)

7. Approve the agreement with Gallagher Benefit Services for Executive Professional Recruitment Services to provide recruitment services for executive and management position vacancies for the period of June 6, 2023, through June 30, 2026, with two optional one-year extensions for a total not to exceed amount of $100,000 (Assistant City Manager McConnell)

8. Adopt Resolution Nos. 8479 and 8480 establishing the special tax levy within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) and 2001-1 (Northwest Development Project) (Management Service/Finance Director Garcia)

9. Approve a sole source purchase with DynaTouch Corporation for a through-the-wall, full service (credit/debit card, check and cash) payment kiosk not to exceed the amount of $61,000 (Management Services/Finance Director Garcia)

10. Approve an intergovernmental purchase of Pure Storage Storage Area Network (SAN) hardware, for server storage enhancements from Presidio Networked Solutions Group, LLC, in the amount of $67,488.75 (Management Services/Finance Director Garcia)

11. Approve the First Amendment to the San Bernardino Basin Groundwater Council Framework Agreement and authorization for the City Manager to execute the Amendment (Municipal Utilities and Engineering Director Harris)

12. Adopt Resolution No. 8476 to adopt the Senate Bill No. 1 Road Repair and Accountability Act (SB1) Project List and approve funding for the City's Pavement Management Program, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

13. Approve the sole source procurement of two (2) Rectangular Rapid Flashing Beacon signs and one (1) In-Pavement LED Crosswalk System from NexTech Systems, Inc. for a total of $72,242.43 (Municipal Utilities and Engineering Director Harris)

14. Reject all bids received for Water and Wastewater Treatment Supplies and direct staff to solicit new bids (Municipal Utilities and Engineering Director Harris)

15. Reject all bids received for Hazardous Waste Removal services at water and wastewater facilities and direct staff to solicit new bids (Municipal Utilities and Engineering Director Harris)

16. Adopt Resolution No. 8367 establishing a midblock crosswalk on Wabash Avenue between Sylvan Boulevard and Montecito Lane adjacent to Crafton Elementary School, and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

17. Approve the First Amendment to the Public Works Contract with Tryco General Engineering for the 2022 Citywide Sidewalk and ADA Ramp Replacement Project to extend the time for completion by thirty (30) calendar days (Municipal Utilities and Engineering Director Harris)

18. Accept the grant award from the Board of State and Community Corrections, and approve an additional appropriation of $55,464.53 to the Police Department (Interim Police Chief Tolber)

Recycled Paper

19. Adopt Resolution No. 8478 authorizing the application to and participation in the Organized Retail Theft Prevention Grant program funded by the Board of State and Community Corrections, and if awarded, authorizing the City Manager or his designee to execute any subsequent funding agreement (Interim Police Chief Tolber)

20. Direct staff to issue a request for proposals for professional services to design a BMX pump track (Assistant City Manager Boatman)

21. Approve a request for in-kind support in the amount of $30,000 related to the 2023 Summer Music Festival event hosted by the Redlands Bowl Performing Arts and determine that the event is categorically exempt from environmental review pursuant to Section 15301 of the state's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

22. Approve a three-party agreement with R3 Consulting Group, Inc. and Colantuono, Highsmith & Whatley, PC for the review of the current solid waste rate structure and feasibility study for an amount not-to-exceed $89,375 (Assistant City Manager Boatman)

23. Authorize the City Manager or his designee to negotiate sole source lease agreements with Toyota of Redlands for three vehicles at a cost not to exceed $85,000 and to execute the lease agreements together with any other associated documents with Toyota of Redlands (Assistant City Manager Boatman)

24. Adopt Salary Resolution No. 8466 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8406 (Assistant City Manager McConnell)

K. **Communications**

1. Redlands Police Community Foundation's 2022 Annual Report by President Judy Cannon, Past President Stan Weisser, and other board members (Interim Police Chief Tolber)

L. **New Business**

1. Consideration of the Citywide Annual Purchase Orders for miscellaneous tools, equipment and supplies for Fiscal Year 2023-2024 (Assistant City Manager McConnell)

2. Consideration of Resolution No. 8435 - Annual Engineer's Reports Preliminary Approval, and Resolution No. 8436 - Declaration of Intention to Levy Fiscal Year 23/24 Street Lighting District No. 1 and Landscape Maintenance District No. 1 Assessments (Assistant City Manager Boatman)

3. Consideration of a Second Amendment to the Non-Professional Services Agreement with General Pump Company, Inc. for the Well and Booster Pump Rehabilitation Project extending the Agreement term by eighteen (18) months and increasing the total contract value to $2,577,445.28, and determination that this action is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

4. Consideration of a Professional Services Agreement with CDM Smith, Inc. for the Joint Utilities Laboratory Expansion Preliminary Design for an amount not-to-exceed $270,990; and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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5. Consideration of Resolution No. 8477 amending Resolution No. 8081 approving the First Amendment to the Agreement with Quinn Company to increase the total compensation for an amount not to exceed $739,500 for the provision of maintenance and service for heavy duty off-road equipment (Assistant City Manager Boatman)

6. Consideration of the Public Works Contract with F.M. Thomas Air Conditioning, Inc. for an amount not-to-exceed $193,050 for the A.K. Smiley Public Library Boiler Replacement Project, and determine that the project is exempt from environmental review pursuant to Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

7. Consideration and re-introduction of ORDINANCE No. 2922, AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING, and a determination that the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

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

N. **Adjournment**
The next regular meeting of the City Council will be held on June 20, 2023

O. **Successor Agency of the former Redevelopment Agency of the City of Redlands**

1. **Public Comment**
(At this time, the Agency Board will provide an opportunity for the public to address them on any subject, within the jurisdiction of the Successor Agency of the former Redevelopment Agency of the City of Redlands, 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.)

2. Approve minutes of the regular meeting of May 2, 2023 (Secretary Donaldson)

3. Adjourn Successor Agency Board of Directors' meeting
The next regular meeting of the Agency will be held on July 5, 2023

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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/Successor Agency Meeting **J. 1.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of May 16, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of May 16, 2023

Attachments

Regular meeting minutes of May 16, 2023

MINUTES

Regular meetings of the City Council and the Redlands Financing Authority of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on May 16, 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:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief

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)

1. Coyote Aviation, Inc. v. City of Redlands; San Bernardino Superior Court Case No. CIVDS 2203398

2. City of Redlands v. Coyote Aviation, Inc., San Bernardino Superior Court, Case No. LLTVA2200544

3. Falconieri, et al. v. City of Redlands, San Bernardino Superior Court Case No. CIVSB2114106

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Saucedo. The pledge of allegiance to the American flag was conducted by the Victoria Elementary School Cheer Team.

CLOSED SESSION REPORT

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

PUBLIC COMMENT

Teamsters Local 1932 Support - Teamster daughters Madison Brooks and Julia, were proud of the work their fathers do every day for the City and they wanted them to be treated fairly. Rich Smith spoke in support of the Teamsters and pointed out that union members were united and strong and deserved more from the City. Several Teamsters were present in the Chambers with many more outside showing their support of unions.

Pride Flag - Fourteen people expressed their disappointment with the recent decision of three Council Members who opposed amending the City's flag policy to allow flying of the pride flag in the month of June. The speakers were concerned that the LGBTQ+ community would not feel safe, and an environment of hate would persist. Possible solutions to bring about a compromise were offered. One such suggestion was to have the City fly only those flags that have already been approved in the state capital, and they added they thought this removed some of the burden from the city and put it directly on the shoulders of the state. One audience member recommended the American flag was the way to unite everyone without excluding anyone.

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 May 2, 2023.

Vote: 5 - 0 Passed

Airport Advisory Board Appointment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously reappointed, by roll call vote, Jason Golembeski to serve another four-year term on the Airport Advisory Board ending May 1, 2027.

Vote: 5 - 0 Passed

Resolution No. 8468 Annexation No. 25

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved Resolution No. 8468, Annexation No. 25, declaring intent to annex territory into Community Facilities District 2004-1. A public hearing is scheduled for the City Council meeting on June 20, 2023 to formally annex the land.

Vote: 5 - 0 Passed

Resolution Nos. 8473 & 8474 Outside City Water Service Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously adopted, by roll call vote, Resolution No. 8473 for a new connection to the City of Redlands water distribution system at 2340 Mentone Avenue (APN: 0298-295-12-0000) in the unincorporated community of Mentone; adopted Resolution No. 8474 relating to Pre-Annexation Agreement No. 23-09; and determined that adoption of the resolutions is exempt from environmental review pursuant to Sections 15303 and 15319 of the California Environment Quality Act (CEQA) guidelines.

Vote: 5 - 0 Passed

Traffic Regulations 4-Way Stop Elizabeth Street

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. 8469 establishing a four-way stop controlled intersection to replace the current two-way stop control at the Elizabeth Street and Fountain Avenue intersection; and determined that adoption of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

Amending University St & Brockton Ave Traffic Signal Project

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 Elecnor Belco Electric, Inc. for the University Street and Brockton Avenue Traffic Signal Improvement Project to extend the time for completion by one hundred twenty (120) calendar days.

Vote: 5 - 0 Passed

Crosswalk Installation Project Bid Rejection

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously rejected, by roll call vote, all bids received for the Crosswalk Installation Project, Project No. 400024. The bids received exceeded the available budget and the engineer's construction cost estimate for the Project.

Vote: 5 - 0 Passed

The Artlands Walk Event In-Kind Request

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; authorized and approved a request for in-kind support in the amount of $3,930 related to this event; authorized the temporary street closure of East Vine Street from Cajon Street to 6th Street; and approved the request for the sale and consumption of alcoholic beverages for The Artlands event to be held on June 3, 2023.

Vote: 5 - 0 Passed

Security Services Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Agreement with Assertive Security Services & Consulting Group, Inc., for security services at City-owned properties at 2151 Nevada St. and 1950 Nevada St. in an amount not-to-exceed $105,343.68.

Vote: 5 - 0 Passed

COMMUNICATIONS

Sister Cities Hino, Japan Visit Presentation

Redlands Sister Cities Board Member Caitlin Arakawa described the Sister Cities' mission was "to promote education, understanding and friendship at home and abroad", and the three sister cities of Redlands were Hino, Japan, Linli, China and San Miguel de Allende, Mexico. She highlighted the recent two-week home-stay student exchange trip, where 10 students spent their spring break in Hino, participating in the City's cultural activities and traveling to historic sites in the country. This summer, high school students from Hino will visit Redlands. She delivered an official invitation from Hino Mayor Otsubo requesting the City Council attend the 60th anniversary celebration of the two cities' friendship scheduled for later this year.

SCAG Conference Report

Council Member Saucedo attended the 2023 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly held May 4-5, 2023, in Palm Desert, California. The conference brings together state and local elected officials, CEOs, business and civic leaders, transportation and environmental stakeholders, local government staff, and others. He reported that one of the sessions related to housing and affordable housing in the region was extremely informative and he enjoyed the Sustainability Awards luncheon.

2023 General Fund Revenue Review

Management Services/Finance Director Garcia reviewed the 2023 General Fund Revenue and explained the City Manager had directed staff to perform a recurring review of the City's main sources of general fund revenue. Through this effort, the structural balance of the City's budget can be explored and the revenue trends that define the City's financial parameters can be analyzed in-depth. The presentation provided an overview of the report's purpose, summarized the general fund's revenue structure, briefly discussed the state-local relationship that governs the City's revenue authority, and examined the City's top six general fund revenue streams.

She concluded by saying the local economy is anticipated to weaken near the end of Fiscal Year 2023 and leading into Fiscal Year 2024. As several economic indicators have just recently started to weaken, it is very difficult to forecast the length and severity of a possible looming recession. Many policies and decisions made at the national level significantly influence the local economy. In order to combat extremely high inflation rates, the Federal Reserve will likely continue raising interest rates, which may further impact the local real estate market, in order to reduce overall economic activity. Taken together, slow to moderate growth is anticipated over the six-year forecast period among economically sensitive revenues such as Property Tax, Sales Tax, Business License Tax, and Transient Occupancy Tax receipts.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to receive and file the 2023 General Fund Revenue Review report.

Vote: 5 - 0 Passed

City Treasurer Vacancy

Management Services Director Garcia announced that with the recent passing of Robert Dawes, the City Council must consider the alternatives available for filling the vacancy of City Treasurer either by appointment or by special election. If a special election was selected, it would be held on November 7, 2023 with an estimated cost ranging from $150,000 to $250,000. An appointment may be made at any regular meeting or at any adjourned or special meeting within the 60-day period which will end on June 28, 2023. The Council may choose to appoint someone immediately or the Council may elect to have interested parties apply for the vacant seat. The appointee must be 18 years of age, a Redlands resident and a registered voter in the City. In accordance with Government Code Subsection 36512(b)(2), any person appointed would hold office until the next general municipal election. The appointment must be made by a majority of the Council. Each Council Member agreed that filling the vacancy through an application and interview process provided transparency and accountability.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, to fill the City Treasurer vacancy by appointment. A tentative timeline was provided:

- May 22, 2023 - Issue Notice of Intention to Fill by Appointment/Post Application Package
- May 22, 2023 at Noon - Application Period Opens
- June 5, 2023 at 5:00 p.m. - Application Period Closes
- June __, 2023 (*Special Meeting*) - Applicant Presentation/Interview; City Treasurer Appointed
- June 20, 2023 - Swearing in of new City Treasurer

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Ordinance No. 2957 Extending Moratorium Development Projects EVCSP

Due to ownership of property within 500 feet of the identified list of parcels, Council Member Davis recused herself from this item. Mayor Tejeda declared the meeting open as a public hearing and called on Development Services Director Desatnik for background of Ordinance No. 2957, an Urgency Ordinance extending a moratorium for 12 months on certain new development projects for properties located within the Commercial Industrial (EV/IC) District Of The East Valley Corridor Specific Plan that are identified on the list of potential housing sites prepared in conjunction with the City's 2021-2029 Housing Element.

He explained that on June 7, 2022, the City Council adopted Ordinance No. 2928, an interim ordinance adopting a temporary 45-day moratorium on land use approvals and building permits on fifteen properties located within the EV/IC district of the EVCSP and again on July 19, 2022, the Council adopted Ordinance No. 2939 extending the moratorium for 10 months and 15 days. If the Council takes no action, the temporary moratorium currently in place will automatically expire on June 7, 2023. The work by staff requires more time to complete, and EIR preparation will require the remainder of this year and likely into Spring 2024. As public comment, Bobby Garrity reiterated his disappointment with the lack of affordable housing in Redlands and he urged the Council to take more immediate steps to support projects intended to fill the need. Jody supported the moratorium and voiced concerns about the traffic and safety impacts from developments near Montessori School. With no further discussion, Mayor Tejeda closed the public hearing.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Paul Barich, the City Council adopted, by roll call vote, Urgency Ordinance No. 2957, to extend the temporary moratorium related to Ordinance No. 2939 by twelve (12) months in accordance with Government Code Section 65858(a).

Vote: 4 - 0 Passed

Other: Council Member Denise Davis (RECUSE)

NEW BUSINESS

Engineering & Design Agreement Standby Generators

Municipal Utilities and Engineering Director Harris detailed the need for a Professional Services Agreement with Richard Brady & Associates, Inc. to engineer and design standby generators to be constructed at four water facilities. During scheduled and unscheduled power outages, portable generators are used to supply emergency backup power to ensure continuity of operations.

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 a Professional Services Agreement with Richard Brady & Associates, Inc. to engineer standby generators for use at four (4) water facilities is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a Professional Services Agreement with Richard Brady & Associates, Inc. for an amount not-to-exceed $507,549.

Vote: 5 - 0 Passed

Contract Award 2022 Alley Paving Improvement Project

Municipal Utilities and Engineering Director Harris introduced the construction contract with Onyx Paving Company, Inc. for the 2022 Alley Paving Improvement Project for an amount not-to-exceed $2,082,000. The project will resurface twenty-three alleys and will also remove and replace driveways and sidewalks where necessary. Upon completion of this project, which includes paving of two miles of alleys, 1.5 miles of alleys will remain to be paved out of sixteen total miles of the City's alleys.

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 contract and construction of the 2022 Alley Paving Improvement Project is exempt from environmental review in accordance with Section 15301(c) of the State's Guidelines implementing the California Environmental Quality Act; approved the 2022 Alley Paving Improvement Project plans and specifications; and awarded a construction contract to Onyx Paving Company, Inc. for an amount not-to-exceed $2,082,000.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda participated in the Mayor's Prayer Breakfast sponsored by the Redlands Area Interfaith Council.

Mayor Pro Tem Barich attended the Chamber's Rise and Shine meeting, enjoyed the City's Employee Appreciation Grill & Chill event, the Roy Coble Service Award event and the Salvation Army's Prayer for the Hungry, Homeless and Hopeless.

Council Member Davis thanked Council Member Guzman-Lowery for leading the Youth Council last week in their final meeting before a summer hiatus.

Council Member Guzman-Lowery reminded everyone the Human Relations Commission was

sponsoring a health fair scheduled for May 20, 2023, 9-2:00 P.M. at Texonia Park.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:39 P.M. The next regular meeting of the City of Redlands City Council will be held on June 6, 2023.

REDLANDS FINANCING AUTHORITY

Chairperson Tejeda called the meeting to order and offered anyone present the opportunity to address the Board on any subject, not already on the agenda, within the jurisdiction of the Redlands Financing Authority.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Barich, seconded by Board Member Guzman-Lowery, the minutes of the regular meeting of January 17, 2023 were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Redlands Financing Authority adjourned at 7:40 P.M. The next regular meeting of the Agency will be held on September 19, 2023.

City Council/Successor Agency Meeting **J. 2.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for an appointment to the Traffic and Parking Commission (Mayor Tejeda)

MOTION:

I move to appoint Carl Davis to serve the remainder of a four-year term on the Traffic and Parking Commission ending December 21, 2025.

RECOMMENDATION:

It is recommended by Mayor Tejeda that the City Council consider this appointment to the Traffic and Parking Commission. Pursuant to the Redlands Municipal Code, appointments to this commission are made by the Mayor and approved by the City Council.

DISCUSSION:

Traffic and Parking Commissioner Marc Tran resigned from the board before the expiration of his term. In April, the City issued a public notice soliciting applications for the Traffic and Parking Commission. The public notice was concurrently aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. Six (6) new applications were received and one (1) application from a previous notice was submitted for consideration. After reviewing all applications,Carl Davis is recommended to serve the remainder of the four-year term ending on December 21, 2025.

The Traffic and Parking Commission consists of six members as follows:

- Vacant
- Kevin Morningstar
- Bill Waddell
- Andrew Hoder
- Cassie MacDuff
- Eric Shamp
- Johnathan Ghazal (student)

ALTERNATIVE:

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

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

PREPARED BY:
Jennifer Macias

Attachments

Traffic Notice
Traffic & Parking Commission Applications May 2023

City of

REDLANDS

Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7510
www.ci.redlands.ca.us

PUBLIC NOTICE

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

TRAFFIC AND PARKING COMMISSION - The Traffic and Parking Commission carries on educational activities in traffic matters, supervises the preparation and publication of traffic reports, receives complaints relating to traffic matters, and recommends to the City Council ways and means of improving traffic conditions and the administration and enforcement of traffic regulations. This commission also advises the City Council on the development of adequate parking for commercial and retail uses, recommend policies to encourage, develop and support adequate parking within the City, recommend actions for the establishment of long-term parking plans for the City and, in particular, the Downtown Redlands Business Area, and advises the City Council in the administration of resources for the development of parking. The Commission may also assist other advisory groups such as the Planning Commission in matters relating to parking.

The Traffic and Parking Commission meets bi-monthly on the fourth Thursday of odd-numbered months at 6:00 p.m. Residents interested in applying for the non-salaried position on this commission may request application forms from the City Clerk's Office, City Hall, 35 Cajon Street, Suite 4, Phone: 798-7510, or by downloading an application from the City's website at www.cityofredlands.org

Deadline for filing applications is May 11, 2023.

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

04/27/23

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

RECEIVED
MAY 03 2023
Redlands City Clerk

COMMISSION\BOARD APPLIED FOR

Traffic and Parking Commission

Name CARL DAVIS

Address [redacted]

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

Email [redacted]

Occupation ~~Superior~~ Superior Court Judge (Ret.)

Reasons for desiring to serve – relevant experience and qualifications:

INTENSE INTEREST IN TRAFFIC SAFETY AND ENFORCEMENT. VERY FAMILIAR WITH CVC. HAVE DECIDED NUMEROUS TRIALS INVOLVING TRAFFIC ACCIDENTS AND VIOLATIONS OF THE TRAFFIC CODE

Signature [signature] **Date** 5/3/2023

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

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

(1) Fred H. Dill

(2) MARTIN DAVIS

Telephone [redacted]

Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

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

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

City Manager's Office

COMMISSION\BOARD APPLIED FOR

Traffic and Parking Commission

Name Felipe Albertao

MAY 11 2023

Address [redacted]

Received

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

Email [redacted]

Occupation Software Engineer

Reasons for desiring to serve – relevant experience and qualifications:

I see traffic as a social justice issue: Working families in the IE depend on cars to work, and commuting time directly impacts their livelihood and access to jobs. As for relevant experience, I worked for two years in research related to city infrastructure, which included streets and traffic. I also have experience with GIS, including ArcGIS

Signature [signature] **Date** 05/11/2023

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

(1) Stephanie ~~Plaad~~ Palaad
[redacted]
Redlands, CA 92373
Telephone [redacted]

(2) Erin Mason
[redacted]
Redlands, CA 92373
Telephone [redacted]

Return Application to: **Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org**

√ address verified

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CITY OF REDLANDS
COMMISSION APPLICATION FORM

City Manager's Office

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

JAN 31 2023

COMMISSION\BOARD APPLIED FOR

Traffic and Parking Commission

Received

Name John Lohr Jr.

Addres [redacted]

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

Email [redacted]

Occupation First Vice President/SBA Loan Officer

Reasons for desiring to serve – relevant experience and qualifications:

I would like to serve on the Traffic and Parking Commission because I want to have a positive impact in my community. Most of my immediate family works and goes to school in Redlands and it is important they have safe roadways. In addition, I work in commercial banking and have small business customers that rely on cities to provide adequate parking to access their businesses.

Signature JLJ **Date** 1/31/2023

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

(1) Michael Purcell
[redacted]
Redlands, CA 92374
Telephone [redacted]

(2) Mike Aguilar
Telephone [redacted]

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

✓address Verified

City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

MAY - 3 2023

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

Received

COMMISSION\BOARD APPLIED FOR

Traffic and Parking Commission

Name Julia Smith

Address [redacted]

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

Email [redacted]

Occupation High School Counseling Office Clerk, REV (retiring July 2023)

Reasons for desiring to serve – relevant experience and qualifications:

I am a long time Redlands citizen who is concerned for the safety of all our residents and would like to be a part of the Traffic Commission to assist facilitating the notification to residents of speed limit increases on residential streets. Speeding on residential streets is an important and hot topic issue in town. I am also very interested in collaborating about traffic calming ideas and implementations! I'd like to assist with this team that looks out for everyone's safety and the quality of life in beautiful Redlands!

Signature _____ **Date** 5/3/2023

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

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

(1) Dave Byers
[redacted]
Redlands, CA 92373
Telephone [redacted]

(2) Dr. Tom Slick
[redacted]
Redlands, CA 92373
Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by email to RedlandsOCM@cityofredlands.org

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City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

MAY 14 2023

COMMISSION\BOARD APPLIED FOR

Traffic and Parking Commission

Received

Name Robert Ian Jones

Address [redacted]

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

Email [redacted]

Occupation English Professor at Chaffey College

Reasons for desiring to serve – relevant experience and qualifications:

I want to help my community by steering efforts that affect residents' quality of life.

I have served on and continue to serve on many committees in my role at Chaffey College, so I am

experienced in the ways that committees function and the expectations on committee members.

I am dedicated to creating equitable spaces in all aspects of my life, and I would bring this same focus

to my service on this committee.

Signature Robert Ian Jones Digitally signed by Robert Ian Jones Date: 2023.05.03 21:43:10 -07'00' **Date** May 3, 2023

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

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

(1) Adam Martinez,
Chaffey Prof and
Redlands resident

Telephone [redacted]

(2) Sean Connelly
Chaffey Prof and
Redlands resident

Telephone [redacted]

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City Manager's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

MAY 11 2023

Received

COMMISSION\BOARD APPLIED FOR

Traffic and Parking Commission

Name Roop Kishor Goyal

Address [redacted]

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

Email [redacted]

Occupation Software Engineer

Reasons for desiring to serve – relevant experience and qualifications:

I would like to understand the civic processes and contribute to them.

I have a Ph D in Spatial information engineering.

I have been working as a software eningeer for 23 years.

Our daughters attended Redlands district schools and have turned out to be responsible professionals.

I will be glad to serve the city where we live.

Signature _____ **Date** 05/10/2023

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

(1) Jayesh Patel
[redacted]
Redlands, CA
Telephone [redacted]

(2) Mahesh Rawal
[redacted]
Redlands, CA
Telephone [redacted]

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✓ address Verified

City Manager's Office

MAY 11 2023

Received

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Traffic and Parking Commission

Name Dan Jimenez

Address [redacted]

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

Email [redacted]

Occupation Educator

Reasons for desiring to serve – relevant experience and qualifications:

I am a 15 year citizen of the city of Redlands interested in giving back to my community through public service. I am also a current member of the Leadership Redlands program sponsored by the Chamber of Commerce. I served as president of my honor society at CSUSB and am currently the vice-chair for my school site council.

Signature Dan Mfg **Date** 5/11/2023

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

more on next page

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

(1) Kim Clark

Telephone [redacted]

(2) Dorie Stratton

Telephone [redacted]

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✓ address verified

continued...

I am also very detailed oriented and extremely organized. I will bring youthful enthusiasm to the commission and also provide useful imput from a demographic that is not typically represented in city commissions.

City Council/Successor Agency Meeting **J. 3.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation recognizing the 50th Anniversary of the Friends of A.K. Smiley Public Library (Mayor Tejeda and Mayor Pro Tem Barich)

MOTION:

I move to authorize issuance of a proclamation recognizing the 50th Anniversary of the Friends of A.K. Smiley Public Library.

Attachments

Proclamation -50th Anniversary Friends of AK Smiley

PROCLAMATION

50th Anniversary of Friends of A.K. Smiley Public Library

WHEREAS, The Friends of A.K. Smiley Public Library, a 501(c)(3) organization which exists to support the A.K. Smiley Public Library, was founded 50 years ago in June 1973; and

WHEREAS, the A.K. Smiley Public Library is one of the jewels of the City of Redlands and a resource for all who live here; and

WHEREAS, the financial health of the Smiley Library ensures that a much loved and rich resource is available to Redlands residents; and

WHEREAS, the Friends of A.K. Smiley Public Library have raised funds for the Library for 50 years through proceeds from the Friends Bookstore, located in the basement of the Library, as well as through the Friends' monthly Bag Sales and special sales throughout the year;

WHEREAS, the Friends of A.K. Smiley Public Library have been robust supporters of the Library's Adult Literacy Center through the funds they raise; and

WHEREAS, the Friends are composed of Redlands' residents who give of their time, talent, and treasure to ensure that their beloved Library remains strong both in the present and into the future; and

WHEREAS, The Friends recognize A.K. Smiley Public Library, provides access to services in addition to its rich collection of books and artifacts to assist the residents of Redlands with building and sustaining their lives;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize Friends of A.K. Smiley Public Library for its 50th anniversary and encourages all citizens to contribute their time, talent, and treasure to enable the Friends in their support of the Library.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 6th day of June 2023.

_____

Eddie Tejeda, Mayor

_____

Paul Barich, Mayor Pro Tem

Attest:

_____

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 4.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation recognizing June 2023 as Pride Month (Council Member Davis and Council Member Guzman-Lowery)

MOTION:

I move to authorize the issuance of a proclamation recognizing June 2023 as Pride Month.

Attachments

Proclamation - Pride Month 2023

PROCLAMATION

LGBTQ+ Pride Month

WHEREAS, the City of Redlands has a diverse community, including its LGBTQ+ residents, and welcomes people of many backgrounds in the belief that a diverse population leads to a more vibrant community through inclusion, justice, and love; and

WHEREAS, many of the residents, students, city employees, and business owners within the City of Redlands who are a part of the LGBTQ+ community contribute to the vitality and enrichment of the City; and

WHEREAS, the Stonewall Uprising was one of the most prominent gatherings for persons of diverse backgrounds and interests to come together in a unified voice to call for change and progress in LGBTQ+ civil rights; and

WHEREAS, the Stonewall Uprising is considered by many to be the catalyst that launched the modern LGBTQ+ civil rights movement and since the Stonewall Uprising, LGBTQ+ citizens have made significant progress towards equality throughout the nation; and

WHEREAS, despite being marginalized, LGBTQ+ people continue to celebrate authenticity, acceptance, and love as it is imperative that all people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered and supported by their peers and community leaders; and

WHEREAS, the City of Redlands voted to fly the Pride Flag at City Hall during the month of June in 2021 and 2022 as a representation of support for the LGBTQ+ community: and

WHEREAS, the City's first crosswalk mural on Vine Street which has an LGBTQ+ theme won the 2022 American Planning Association Inland Empire Chapter Grassroots Initiative Excellence Award: and

WHEREAS, the City of Redlands denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to its fundamental principles;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim the month of June 2023 as Pride Month in recognition of the Anniversary of the Stonewall Uprising and the contributions made by members of the LGBTQ+ community to actively promote the principles of equality and liberty.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 6th day of June 2023.

_____
Eddie Tejeda, Mayor

_____
Denise Davis, Councilmember

_____
Jenna Guzman-Lowery, Councilmember

Attest:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 5.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure and Approval of Settlement Agreement and General Release – Laurel Falconieri and Leslie Martinez; San Bernardino County Superior Court Case No. CIVSB 2114106 (City Attorney Garcia)

DISCUSSION:

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

SUBMITTED BY:
Yvette M. Abich Garcia, City Attorney

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

Attachments

Settlement Agreement

SETTLEMENT AGREEMENT & GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between Plaintiffs Laurel Falconieri and Leslie Martinez ("Plaintiffs") and Defendant City of Redlands ("Defendant"). The signatories to this Agreement shall individually be referred to herein as "Party" and collectively be referred to herein as the "Parties."

RECITALS

A. On or about April 29, 2021, Plaintiffs filed a Complaint with the Superior Court of the County of San Bernardino against Defendant titled *LAUREL FALCONIERI and LESLIE MARTINEZ vs. CITY OF REDLANDS*, and DOES 1 through 25, inclusive, Case No. CIVSB2114106 (the "Lawsuit"), raising multiple causes of action alleging employment discrimination and harassment against the City of Redlands;

B. On or about July 2, 2021, Defendant filed an Answer to Plaintiffs' Complaint. Therein, Defendant denied generally and specifically each and every allegation of the Complaint, denied it is liable to Plaintiffs in any amount, and denied that Plaintiffs have sustained damages by reason of any act or omission of Defendant;

C. On or about December 19, 2022, Plaintiffs filed in the Court of Appeal, Fourth Appellate District, Division Two, a Petition for Writ of Mandate appealing an October 19, 2022 order in the Lawsuit ("Appeal").

D. The Parties, on behalf of themselves and their current and former employees, agents, officers, Defendant's council members, representatives, assigns, successors-in-interest, heirs, counsels, and insurers now desire to resolve and settle all claims, counter-claims, and disputes arising from or involving Plaintiffs' employment with Defendant and any claims arising therefrom, as well as the Lawsuit;

E. The Parties agree and mutually acknowledge that this Agreement is for settlement purposes only. Defendant has denied and continues to deny any wrongdoing in connection with Plaintiffs' employment with Defendant and any claims arising therefrom, as well as the Lawsuit. Neither this Agreement nor any action taken pursuant to this Agreement shall constitute an admission of any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties, or any admission by any of the Parties of any claim or allegations made in any claim against such Party. This Agreement is entered into, in substantial part, to avoid the fees and expenses associated with litigation. Moreover, Defendant may be reimbursed for a portion of the Settlement Amount defined herein pursuant to any applicable insurance or risk pool coverage. The Parties agree that this Agreement shall be inadmissible as evidence of liability or damages in any forum or proceeding.

AGREEMENT

1. The Parties acknowledge that the recitals stated above are true and correct and incorporate by reference those recitals into this Agreement.

2. In consideration of this Agreement and the promises set forth herein, Defendant shall pay Plaintiff Laurel Falconieri and/or cause Plaintiff Laurel Falconieri to be paid the total sum of One Million One Hundred Fifty Thousand Dollars ($1,150,000), and shall pay Plaintiff Leslie Martinez and/or cause Plaintiff Leslie Martinez to be paid the total sum of Five Hundred Fifty Thousand Dollars ($550,000). Payment of the sum total of amounts due to Plaintiffs Falconieri and Martinez, a combined total of One Million Seven Hundred Thousand Dollars ($1,700,000) ("Settlement Amount") shall be made by way of a check made payable to Wagner Zemming Christensen, LLP Client Trust Account. Payment shall be mailed within thirty (30) calendar days of Plaintiffs' delivery to Defendant's counsel of a fully executed counterpart of this Agreement by Plaintiffs and Plaintiffs' counsel, a valid W-9 form for Wagner Zemming Christensen, LLP, and a signed Request for Dismissal of the Lawsuit, with prejudice, as to all parties and all causes of action, to be held by Defendant's counsel pending receipt of the Settlement Amount by Plaintiffs' counsel. Payment shall be sent via overnight mail to Plaintiffs' counsel's address as listed in the Notice provision below.

3. Plaintiffs acknowledges and agrees that an IRS form 1099 reflecting receipt of the payment set forth in paragraph 2, above, will be issued to Plaintiffs/Plaintiffs' counsel.

4. Defendant makes no representations or warranties as to any tax consequences associated with this settlement or the payment of funds as set forth in paragraph 2, above. No state or federal income tax payments or other employee salary deductions will be withheld from the payments and the Parties agree that the determination of tax consequences of the settlement is the sole responsibility of Plaintiffs. Plaintiffs agree that Plaintiffs are responsible for any taxes or other withholdings due to the federal government or any state or local government entity as a result of the payment of the amounts set forth in paragraph 2, above, and agrees to indemnify and hold Defendant harmless for any related liability.

5. Other than as referenced in paragraph 2, the Parties hereto shall bear their own counsels' fees, expenses, and costs incurred in connection with all disputes arising out of, relating to, or connected with the Lawsuit and any claims attendant or related thereto.

6. Within five (5) calendar days of Plaintiffs' counsel's receipt of the Settlement Amount, Plaintiffs shall cause Plaintiffs' counsel to file with the Court a dismissal of the entire Lawsuit, with prejudice ("Dismissal"). Concurrently, Plaintiffs shall cause Plaintiffs' counsel to effect withdrawal of their Appeal. Plaintiffs or Plaintiffs' counsel shall notify Defendant's counsel of the filing of the Request for Dismissal within two (2) calendar days after it is filed and provide Defendant's counsel with a conformed copy of the Dismissal when it becomes available. Plaintiffs' failure to timely file a Request for Dismissal following receipt of the Settlement Amount shall result in Defendant's filing of

the Request for Dismissal identified in paragraph 2, above, which Plaintiffs hereby expressly authorize. Plaintiffs shall notify counsel of the withdrawal of the Appeal within two (2) calendar days after it is withdrawn and provide Defendant's counsel documentation confirming same.

7. Plaintiffs agree not to initiate, or proceed with, any actions, causes of action, claims, etc. that could be or have been asserted against Defendant arising out of their employment with Defendant and/or the Lawsuit. To the extent that any such actions, causes of action, claims, etc. are, or become, pending in any forum, Plaintiffs agree to disclose such and to execute all documents necessary for the withdrawal of such actions, causes of action, claims, etc., with prejudice and forthwith.

8. Plaintiffs, on behalf of Plaintiffs and Plaintiffs' representatives, executors, spouse, heirs, assigns, and successors-in-interest, hereby release and forever discharge Defendant and its current and former agents, officers, council members, employees, representatives, assigns, successors-in-interest, counsels and insurers from any and all claims, causes of action, actions, damages, losses, demands, accounts, reckonings, rights, debts, liabilities, obligations, disputes, controversies, payments, costs, and counsels' fees of every kind and character, known or unknown, existing or contingent, latent or patent, regarding the matters alleged in, arising from, or related to Plaintiffs' employment with Defendant or any claims related thereto, including the Lawsuit.

9. Defendant, on behalf of itself and its current and former agents, officers, Defendant's council members, employees, representatives, assigns, successors-in-interest, counsels and insurers hereby releases and forever discharges Plaintiffs and Plaintiffs' counsel, agents, executors, heirs, assigns, and successors-in-interest from any and all claims, causes of action, actions, damages, losses, demands, accounts, reckonings, rights, debts, liabilities, obligations, disputes, controversies, payments, costs, and counsels' fees of every kind and character, known or unknown, existing or contingent, latent or patent, regarding the matters alleged in, arising from, or related to Plaintiffs' employment with Defendant or any claims related thereto, including the Lawsuit.

10. It is the intention of the Parties hereto that the releases entered into by them as a part of this Agreement shall be effective as a bar to all actions, causes of action, obligations, costs, expenses, counsels' fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, known or unknown, suspected or unsuspected. In furtherance of this intention, the Parties hereby expressly waive any and all rights or benefits conferred upon them by the provisions of Section 1542 of the California Civil Code, which reads as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by**

him or her, would have materially affected his or her settlement with the debtor or released party.

11. The Parties hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was bargained for separately. The Parties hereto expressly agree that the release provisions herein contained shall be given full force and effect in accordance with each and all of their express terms and provisions, including but not limited to those terms and provisions relating to unknown or unsuspected claims, demands, and causes of action hereinabove specified. The Parties specifically agree to assume the risk of the subsequent discovery or understanding of any matter, fact, or law which if now known or understood would in any respect have affected this agreement.

12. Each of the Parties is aware that it may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of each of the Parties fully, finally, and forever to settle and release all such matters, and all claims related to those matters.

13. The Parties represent and warrant that they fully understand each of the terms of this Agreement and their consequences and that they have sought the advice of counsel prior to executing this Agreement.

14. This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, counsels, representatives, executors, heirs, assigns, successors-in-interest, trusts, partnerships, and joint ventures.

15. Each person executing this Agreement does hereby personally represent and warrant to the other signatories that they have the authority necessary to execute this Agreement, and that no other consents or approvals of anyone are required or necessary for this Agreement to be binding

16. Any notice, request, or communication required to be given to either Party under this Agreement shall be given in writing and shall be sent by overnight mail, email, or other traceable form of delivery to the addresses below:

To Defendant: Scott Ditfurth, Esq.

Christopher Moffitt, Esq.

Best Best & Krieger LLP

3390 University Avenue, 5th Floor

Riverside, California, 92501

Telephone: (951) 686-1450

Email: scott.ditfurth@bbklaw.com

chris.moffitt@bbklaw.com

To Plaintiffs:

Daniel Moussatche, Esq.

Dennis E. Wagner, Esq.

Wagner Zemming Christensen, LLP

1325 Spruce Street, Suite 200

Riverside, California 92507
Telephone: (951) 686-4800
Email: DM@wzclawfirm.com;
dew@wzclawfirm.com

17. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

18. The Parties hereto acknowledge that they have relied wholly upon their own individual judgment, belief, and knowledge of the existence, nature, and extent of each claim, demand, or cause of action that they may have against the other Parties hereto which is hereby released and that they have not been influenced to any extent in entering into this Agreement by any representations or statements regarding any such claim, demand, or cause of action made by any other party hereto.

19. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.

20. Should any term of this Agreement be deemed unlawful, that provision shall be severed and that remaining terms shall continue to be valid and fully enforceable.

21. This Agreement cannot be modified except by written document signed by all of the Parties.

22. The Parties expressly acknowledge and agree that this Agreement constitutes a single, integrated written agreement expressing the intentions of the Parties concerning the Lawsuit and claims arising out of or relating to Plaintiffs' employment with the

Defendant. There is no other agreement, written or oral, express or implied, between the Parties with respect to such claims.

23. The Parties agree to execute such other documents and take such other action as may be reasonably necessary to finalize and perform this Agreement.

24. This Agreement may be executed by signature of each of the parties hereto, or their authorized representatives, on multiple copies of this Agreement, i.e., a counterpart, including copies transmitted by electronic mail or facsimile machine, and upon being so executed by all parties hereto, shall be effective as if all signatures appeared on the original of this Agreement.

DATED: _____

_____

Plaintiff Laurel Falconieri

DATED: **05/22/2023**

Plaintiff Leslie Martinez

DATED: _____

_____

Defendant City of Redlands

By: Charles Duggan, Jr.

City Manager

19. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.

20. Should any term of this Agreement be deemed unlawful, that provision shall be severed and that remaining terms shall continue to be valid and fully enforceable.

21. This Agreement cannot be modified except by written document signed by all of the Parties.

22. The Parties expressly acknowledge and agree that this Agreement constitutes a single, integrated written agreement expressing the intentions of the Parties concerning the Lawsuit and claims arising out of or relating to Plaintiffs' employment with the Defendant. There is no other agreement, written or oral, express or implied, between the Parties with respect to such claims.

23. The Parties agree to execute such other documents and take such other action as may be reasonably necessary to finalize and perform this Agreement.

24. This Agreement may be executed by signature of each of the parties hereto, or their authorized representatives, on multiple copies of this Agreement, i.e., a counterpart, including copies transmitted by electronic mail or facsimile machine, and upon being so executed by all parties hereto, shall be effective as if all signatures appeared on the original of this Agreement.

DATED: 05/23/2023

Plaintiff Laurel Falconieri

DATED: _____

Plaintiff Leslie Martinez

DATED: _____

Defendant City of Redlands
By: Charles Duggan, Jr.
City Manager

Signatures continue on following page.

Signatures continue on following page.

Approved as to form:

DATED: 5/24/2023

Attorneys for Plaintiffs

Wagner Zemming Christensen, LLP

Daniel Moussatche, Esq.

Dennis E. Wagner, Esq.

DATED: _____

_____

Attorneys for Defendant

Best Best & Krieger, LLP

Scott Ditfurth

Christopher Moffitt

City Council/Successor Agency Meeting **J. 6.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a three-year agreement with Policy Confluence, Inc. for the annual community benchmark survey for an amount not to exceed $68,566 (Assistant City Manager McConnell)

MOTION(S):

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

I move that the City Council approve a three-year agreement with Policy Confluence, Inc. for the annual community benchmark survey for an amount not to exceed $68,566.

RECOMMENDATION:

Staff recommends the City Council approve a three-year agreement with Policy Confluence, Inc. for the annual community benchmark survey for an amount not to exceed $68,566.

DISCUSSION:

In July 2021, as part of a multifaceted approach toward the development of a strategic vision for Redlands, the City Manager's Office contracted with Policy Confluence, Inc. dba Polco to conduct a community-wide survey. The survey instrument, known as the National Community Survey (the NCS), includes standard questions for measuring resident satisfaction levels and perceptions about the quality of local government services and four custom questions. The standardized portions of the NCS allow Polco to provide benchmark comparisons to any of the hundreds of communities that have conducted the survey. The NCS is the only resident survey tool endorsed by the International City/County Management Association (ICMA) and the National League of Cities.

The results of the 2021 NCS were presented to the City Council in November 2021.

In February 2022, the City again contracted with Polco to conduct the 2022 NCS. In an identical manner to the 2021 NCS, in early September 2022, the survey instrument was distributed to a randomly selected sample of Redlands residents, representative of the City's demographics, and spread equitably among each of the five City Council election districts. The results of the 2022 NCS were presented to the City Council in January 2023.

In order to continue to gauge Redlands' residents' satisfaction levels and perceptions of the quality of governmental services and quality of life in Redlands, staff is recommending the City continue its partnership with Polco as a sole source for an additional three-year term. The continued usage of Polco's NCS will enable a direct annual comparison between 2021 and 2025 as each survey will ask identical questions. As a result, and at the conclusion of the five-year term, Council and staff will have five years' worth of comparative data to determine if positive or negative perceptions about Redlands are trends or momentary snapshots of opinions.

ALTERNATIVES:

City Council may elect not to enter into a three-year agreement with Policy Confluence, Inc. for the annual community benchmark survey.

STRATEGIC PLAN:

Supports Priority C - Equity and Inclusion

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Management Services/Finance Director
Carl Baker, Public Information Officer
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Ross Wittman, Project Manager

Fiscal Impact

Fiscal Year: 2023-2024
Revenue Generating: N
Appropriation Required Y/N: N
Amount: $22,400
Budgeted Y/N: Y
Account No.: 101121
Discussion:

The first year of the three-year agreement with Polco has been included in the FY2023-2024 budget.

Fiscal Year: 2024-2025
Revenue Generating: N
Appropriation Required Y/N: N
Amount: $22,740
Budgeted Y/N: N
Account No.: 101121
Discussion:

Funding for the second year of the three-year agreement will be included during the FY2024-2025 and FY2025-2026 budget cycle.

Fiscal Year: 2025-2026
Revenue Generating: N
Appropriation Required Y/N: N
Amount: $23,426
Budgeted Y/N: N
Account No.: 101121
Discussion:

Funding for the third year of the three-year agreement will be included during the FY2024-2025 and FY2025-2026 budget cycle.

Attachments

2023-2025 Polco Quote
Polco Agreement

Redlands, CA | 2023-2026

Quote created: April 18, 2023 Reference: 20230419-024410974

Redlands, CA
35 Cajon Street, 35 Cajon Street
Redlands, CA 92373
United States

Ross Wittman
rwittman@cityofredlands.org
+1 (909) 798-7510

Comments

Alec Vice - Account Executive Polco



Products & Services

Engage Module (all) + Assess Module (50K- 100K Population) - 2023 NCS The National Community Survey® (The NCS®): The nation's most trusted community assessment of resident opinion.	1 x $17,000.00 / 3 years for 3 years
Engage Module (all) + Assess Module (50K-100K Population) - 2024 NCS The National Community Survey® (The NCS®): The nation's most trusted community assessment of resident opinion.	1 x $17,340.00 / 3 years for 3 years

Engage Module (all) + Assess Module (50K-100K Population)

1 x $18,026.00 / 3 years
for 3 years

- 2025 NCS

The National Community Survey® (The NCS®): The nation's most trusted community assessment of resident opinion.

1/2 Page of Custom Questions

3 x $1,800.00 / 3 years
for 3 years

- 2023,2024,2025 NCS

As The NCS is a comprehensive survey we suggest not adding custom questions to minimize respondent burden and recommend asking custom questions in a separate survey on Polco. However, we recognize that while you are making this larger effort to get input from your residents you may want to add a few custom items. This is not included in the Polco Performance plan, but can be added.

Spanish Translation of Benchmark Survey

3 x $1,200.00 / 3 years
for 3 years

- 2023,2024,2025 NCS

Polco will provide a Spanish translation of your survey and publish it online for Spanish speaking respondents. Survey invitations will provide a URL and Spanish language instructions for completing the Spanish survey online.

Remote Presentation of Results

3 x $2,400.00 / 3 years
for 3 years

- 2023,2024,2025 NCS

A senior Polco staff member will make one presentation of survey results to staff, Council, Boards, or other appropriate groups. This will be conducted on Zoom or another appropriate technology (that is feasible for both parties and suits the purpose). For this presentation, we use Microsoft® PowerPoint or Google Slides as a visual aid and a copy of the slideshow is shared with your staff for internal use.

Per three years subtotal $68,566.00

Total **$68,566.00**

This quote expires on June 10, 2023

Purchase terms

Questions? Contact me



Alec Vice
Account Executive
avice@polco.us
+16084694467

Polco
8001 Terrace Ave Ste 201
Middleton WI 53562
US

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of community benchmark and engagement services ("Agreement") is made and entered in this 6th day of June, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Policy Confluence, Inc., a Delaware corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide community benchmark and engagement services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Carl Baker, Public Information Officer, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of three (3) years commencing as of the Effective Date unless terminated earlier as provided herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of [sixty-eight thousand, five-hundred, sixty-six dollars] ($68,566). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "A," titled ("Products & Services") which is attached hereto and incorporated herein by reference.

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

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

CITY:	CONSULTANT:
City Clerk	Meghan Ruble
City of Redlands	Policy Confluence, Inc., dba Polco
35 Cajon Street	8001 Terrace Ave., Suite 201
P.O. Box 3005 (mailing)	Middleton, WI. 53562
Redlands, CA 92373	meghan.ruble@polco.us
jdonaldson@cityofredlands.org	Phone: (858) 295-3872
Phone: (909) 798-7531	Fax: (303) 444-1145

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements

evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

POLICY CONFLUENCE, INC.

By: _____
Meghan Ruble, VP - Customer Experience

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Polco

Redlands, CA | 2023-2026

Quote created: April 18, 2023 Reference: 20230419-024410974

Redlands, CA
35 Cajon Street, 35 Cajon Street
Redlands, CA 92373
United States

Ross Wittman
rwittman@cityofredlands.org
+1 (909) 798-7510

Comments

Alec Vice - Account Executive Polco



Products & Services

Engage Module (all) + Assess Module (50K- 100K Population) - 2023 NCS The National Community Survey® (The NCS®): The nation's most trusted community assessment of resident opinion.	1 x $17,000.00 / 3 years for 3 years
Engage Module (all) + Assess Module (50K-100K Population) - 2024 NCS The National Community Survey® (The NCS®): The nation's most trusted community assessment of resident opinion.	1 x $17,340.00 / 3 years for 3 years

Engage Module (all) + Assess Module (50K-100K Population) — 1 x $18,026.00 / 3 years for 3 years

- 2025 NCS

The National Community Survey® (The NCS®): The nation's most trusted community assessment of resident opinion.

1/2 Page of Custom Questions — 3 x $1,800.00 / 3 years for 3 years

- 2023,2024,2025 NCS

As The NCS is a comprehensive survey we suggest not adding custom questions to minimize respondent burden and recommend asking custom questions in a separate survey on Polco. However, we recognize that while you are making this larger effort to get input from your residents you may want to add a few custom items. This is not included in the Polco Performance plan, but can be added.

Spanish Translation of Benchmark Survey — 3 x $1,200.00 / 3 years for 3 years

- 2023,2024,2025 NCS

Polco will provide a Spanish translation of your survey and publish it online for Spanish speaking respondents. Survey invitations will provide a URL and Spanish language instructions for completing the Spanish survey online.

Remote Presentation of Results — 3 x $2,400.00 / 3 years for 3 years

- 2023,2024,2025 NCS

A senior Polco staff member will make one presentation of survey results to staff, Council, Boards, or other appropriate groups. This will be conducted on Zoom or another appropriate technology (that is feasible for both parties and suits the purpose). For this presentation, we use Microsoft® PowerPoint or Google Slides as a visual aid and a copy of the slideshow is shared with your staff for internal use.

Per three years subtotal — $68,566.00

Total — **$68,566.00**

This quote expires on June 10, 2023

Purchase terms

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

VENDOR

By:_____ Date: _____

Meghan Ruble, VP – Customer Experience

City Council/Successor Agency Meeting **J. 7.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement with Gallagher Benefit Services for Executive Professional Recruitment Services to provide recruitment services for executive and management position vacancies for the period of June 6, 2023, through June 30, 2026, with two optional one-year extensions for a total not to exceed amount of $100,000 (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 a three-year agreement with Gallagher Benefit Services to provide recruitment services for executive and management position vacancies for the period of June 6, 2023, through June 30, 2026, with two optional one-year extensions.

RECOMMENDATION:

Staff recommends that Council approve the agreement with Gallagher Benefit Services for executive and management recruitment services.

DISCUSSION:

Historically, the search for executive positions has been conducted by an executive search firm. The recruitment process generally takes 12-16 weeks to complete. The executive search firm prepares a recruitment brochure, conducts a marketing campaign through a variety of mediums, screens applications, conducts preliminary interviews and reference checks, and recommends qualified candidates to the City Manager. Once a preferred candidate is identified, the recruiter can assist with contract negotiations and finalize the hire.

On March 8, 2023, Human Resources issued a Request for Proposals (RFP) to solicit a qualified executive search firm on an as-needed basis to perform recruitment services for executive and management positions. As part of the RFP process, staff developed and circulated an RFP seeking, among other matters, qualifications, pricing, and a timeline for completion of an executive search.

The RFP was posted on Planet Bids and seven firms responded: Gallagher Benefits Services, Ralph Anderson & Associates, Spirit Consulting, Stafford HR Consulting, R.L. Klein & Associates, WBCP, and Alliance Resources Consulting. Staff recommends that the City Council select Gallagher Benefit Services. Gallagher Benefit Services has over 37 years of recruitment experience in the public sector, has strong references from cities and counties throughout California, promotes a client driven process for selecting the top candidate, and commits to successfully completing the recruitment process within 12-14 weeks.

ALTERNATIVES:

The Council may decide not to approve the agreement and provide alternate direction to staff.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Tommi Ng, Assistant Director, HR/Risk Management
Dana Abramovitz-Daniel, Purchasing Services Manager

PREPARED BY:
Elizabeth Marin, HR Manager

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	No
Appropriation Required Y/N:	No

Budgeted Y/N: Yes

Discussion:

The cost for each recruitment will not exceed $25,000. The determination to utilize the services of the search firm will be dependent upon available budgeted funds in the department with which the vacancy exists.

Attachments

Agreement

Fee proposal

Proposal

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Executive Recruitment Services ("Agreement") is made and entered in this 6th day of June, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Gallagher Benefit Services, Inc., a Delaware corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Executive Recruitment services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Tommi Ng, Assistant Director of Human Resources/Risk Management, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of three (3) years from June 6, 2023 through June 30, 2026 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended

Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred thousand dollars ($100,000) per calendar year. City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Schedule Title") which is attached hereto and incorporated herein by reference.

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

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

CITY:

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

CONSULTANT:

Frank Rojas, Recruitment Manager
Gallagher Benefit Services, Inc.
2835 Seventh Street
Berkeley, CA 94710
Frank_Rojas@ajg.com
Phone: 510.495.0448
Fax: None

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the City.

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

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

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

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles.

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

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

to the contrary in this agreement, consultant shall not be liable for any special, indirect, consequential, lost profits, or punitive damages sustained or incurred in connection with this agreement, whether or not such damages are foreseeable.

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be

entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

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

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

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

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

GALLAGHER BENEFIT SERVICES, INC.

By: _____
Georg S. Krammer, Director

EXHIBIT "A"

SCOPE OF SERVICES

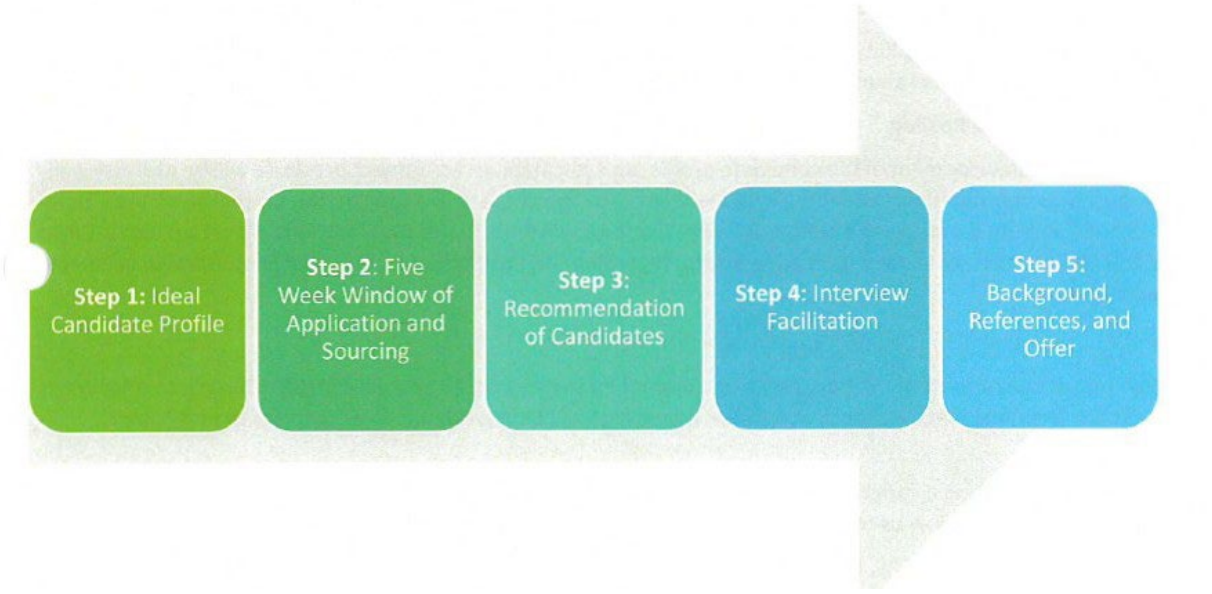
Koff & Associates
A Gallagher Company

APPROACH AND METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. We reach out directly to potential candidates, referral sources, professional associations, and user groups, etc. by using business media, outreach emails, general advertising, **and most importantly picking up the phone and actively calling passive applicants.** This strategy also includes focused advertising on websites and in publications specific to women and minority candidates.

K&A will provide weekly progress reports to the City and participate in conference calls and onsite meetings as requested.

We are responsible for ensuring compliance, adhering to, and maintaining all legally mandated documentation throughout the process.



Step 1: Ideal Candidate Profile

Developing the profile for the ideal job candidate for the position is crucial for a successful search process.

We will coordinate with the City in identifying and developing:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, and culture of the organization;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new incumbent;
- Type of working relationship senior leadership desire with the new incumbent;
- Advertising strategies in conjunction with a national and/or regional outreach campaign;
- Compensation levels; and
- Schedule of deliverables from K&A.

After meeting(s) with the City, there will be a consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

Brochure Design & Posting

Following the development of the candidate profile, an eye-catching recruitment brochure will be professionally produced in coordination with the City's feedback. The brochure will highlight the strengths of the City of Redlands and the surrounding community. The brochure will feature the organizational structure and services of the City, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidat qualifications.

Step 2: Five Week Window of Application & Sourcing

K&A can, at the request of the City, facilitate community surveys or community outreach forums to encourage feedback from residents. A report of resident comments will be provided to the City prior to first-round interviews.

Our effort will include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources.

In coordination with the City, K&A will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the City, including candidate documents, interview notes, and an outline of the recruitment process.

Step 3: Recommendation of Candidates

K&A will provide the City with a report of the leading candidates to further narrow the pool to the most highly qualified and establish the best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the City has identified and will focus on each candidate's ability, technical competency, and fit with the City's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Cultural fit based on our understanding of essential intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest,
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

Step 4: Interview Facilitation

We will advise and develop interviewing strategies and a menu of questions that will help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications with the City and candidates to ensure everyone is well prepared.

Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview packets. We will use evaluation criteria agreed to by the City.

The Project Manager will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate a focused discussion with the City at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

Step 5: Background, References, and Offer

K&A provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. All references will be documented and presented in a concise, user-friendly manner.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records and confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.

EXHIBIT "B"
PROJECT SCHEDULE

Koff & Associates
A Gallagher Company

Project Schedule

The following is a typical schedule for conducting recruitment efforts. Search efforts for executive recruitments generally take twelve to fourteen (12-14) weeks to complete, allowing enough time for all steps of the process and client schedules.

Weeks	2	4	6	8	10	12	14
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							

Recruiting Process During Covid-19 Crisis

We will work to counterbalance market forces and build a pipeline of potential candidates through strong marketing and branding efforts, including videos, job postings, and a social media campaign. Our ongoing communication with candidates helps with reputation and keeps them engaged; so, when there is an opportunity that matches their background, we reduce the time-to-hire. As always, communication is key. Candidates who experience a warm, communicative recruitment experience are more likely to maintain their interest and are more likely to feel welcomed into the organization. The recruitment experience is the first impression your employee receives and is a crucial factor in employee engagement and tenure.

We have embraced the virtual interview. The push into virtual technologies due to the pandemic was generally new for many public agencies. Our crystal ball tells us that virtual interviewing is not going away regardless of how the public sector world evolves going forward beyond the pandemic. Although virtual interviewing may have become necessary during this crisis, it is not a temporary strategy that should fall to the wayside; how we communicate in virtual interviews is essential and will continue to be as we move forward.

To conduct an effective virtual interview, simple steps can be taken to ensure a predictable and high-quality process. We will be clear on exactly how the interview process will go and what candidates should expect. We are savvy at navigating the technology and can help with technical challenges on the fly. Coaching panel members to maintain a professional demeanor during virtual interviews and eliminate smartphone or other competing screen distractions, just as you would in person, can also help the process.

K&A Organizational Diversity Statement

This statement reaffirms our commitment to affirmative action and providing equal employment opportunities to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies, which provide that K&A is committed to implementing the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.

EXHIBIT "C"

Fee Schedule

Koff & Associates
A Gallagher Company

PRICING PROPOSAL

Project

- Executive & Professional Recruitment Services

Professional Fee and Expenses

- Total not-to-exceed professional fee of $25,000 per recruitment, which includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background.
- Invoices will be billed monthly in four equal increments of $6,250, per recruitment.

Note: Expenses do not include candidate travel.

Optional: Recruitment Video

In addition to the standard recruitment brochure, K&A can develop a Recruitment Video to better highlight the positive elements of the organization and community. These videos have proven to attract more job seekers and effectively expand the talent pool. Videos run approximately three-minutes in length and highlight the workplace environment, local landscape, and include interviews with selected staff. This video is optional and costs $3,500.

Placement Guarantee

K&A is committed to recommending only the most qualified candidates who meet all the necessary requirements and qualifications and are also a cultural fit for the City. We proactively recruit for each search effort until a successful candidate is placed.

Therefore, we promise to present to the City a selective pool of candidates that met or exceeded our standards during the thorough screening processes and have been identified as ideal matches for the position. Should the City disapprove of all final candidates or should none pass the final interview and reference check process, we will work to find a new slate of candidates at no added cost, with the possible exception of necessary advertising.

In addition, for full recruitments for executive and mid-management positions, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, we commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the Pricing Proposal.

Overall, K&A's retention rate during the first 12 months of hire is robust and has been above 95% over the last 37 years.

EXHIBIT " D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

___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.

Gallagher Benefit Services, Inc.

By:_____ Date: _____

Frank Rojas, Recruitment Manager



EXECUTIVE & PROFESSIONAL RECRUITMENT SERVICES

COST PROPOSAL

CITY OF REDLANDS

Submittal date: March 22, 2023

Submitted by:
Koff & Associates
2835 Seventh Street
Berkeley, CA 94710

Frank Rojas
Recruitment Manager
Frank_Rojas@ajg.com
510.495.0448
KoffAssociates.com

Koff & Associates
A Gallagher Company

Koff & Associates
A Gallagher Company

PRICING PROPOSAL

Project

- Executive & Professional Recruitment Services

Professional Fee and Expenses

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In addition, for full recruitments for executive and mid-management positions, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, we commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the Pricing Proposal.

Overall, K&A's retention rate during the first 12 months of hire is robust and has been above 95% over the last 37 years.

Koff & Associates
A Gallagher Company

SIGNATURE PAGE

We thank you for your consideration of our proposal. We are committed to providing high-quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: KOFF & ASSOCIATES

State of California



Frank Rojas **Date: March 22, 2023**

Recruitment Manager

PROPOSAL DOCUMENTS:

PROPOSAL COVER PAGE

Name of Firm, Entity or Organization:
Koff & Associates, a Gallagher Division

Federal Employer Identification Number (EIN): 36-4291971

State of California License Number (If Applicable):

Name of Contact Person: Frank Rojas

Title: Recruitment Manager

E-Mail Address: Frank_Rojas@ajg.com

Mailing Address: 2835 Seventh Street

Street Address (if different):

City, State, Zip: Berkeley, CA 94710

Telephone: 510.495.0048 **Fax:**

Organizational Structure – Please Check One:

Corporation ☑ **Partnership** ☐ **Proprietorship** ☐ **Joint Venture** ☐ **Other** ☐

If Corporation:
Date of Incorporation: **State of Incorporation:** Delaware

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: Frank Rojas

Signature: Frank Rojas

Title: Recruitment Manager

Phone: 510.495.0048

This document must be completed and returned with your Submittal.



EXECUTIVE & PROFESSIONAL RECRUITMENT SERVICES

CITY OF REDLANDS

Submittal date: March 22, 2023

Koff & Associates
A Gallagher Company

Submitted by:
Koff & Associates
2835 Seventh Street
Berkeley, CA 94710

Frank Rojas
Recruitment Manager
Frank_Rojas@ajg.com
510.495.0448
KoffAssociates.com

Koff & Associates
A Gallagher Company

March 22, 2023

Office of Human Resources
City of Redlands
35 Cajon Street, Suite 10,
Redlands, CA 92373

Dear Office of Human Resources,

Thank you for the opportunity to submit our proposal to assist the City of Redlands with Executive Recruitment services. We are excited about the possibility of developing this partnership and supporting the City with upcoming searches. Koff & Associates (K&A), a Gallagher company, is uniquely qualified based on over 37 years of assisting public agencies with finding and placing candidates dedicated to public service.

Our unique selling proposition lies in K&A's experience supporting public sector clients in California and throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data.

Conducting countless executive search efforts has made K&A an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Diversity recruiting is an area of focus, and our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves on transparency flexibility, and quality work.

As K&A's Recruitment Manager, I am available to answer questions about this proposal, as well as our team and recruitment services. You can reach me at (510) 495-0448 or Frank_Rojas@ajg.com.

Sincerely,

Frank Rojas
Recruitment Manager

Koff & Associates
A Gallagher Company

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Title Page / Cover Letter

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Sample Brochure

Separate Envelope: Fee / Cost Proposal

Koff & Associates
A Gallagher Company

EXECUTIVE SUMMARY

BUSINESS INFORMATION

Koff & Associates ("K&A") is a full spectrum, public-sector human resources and recruiting services firm founded by Gail Koff in 1984 and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western US Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

EXPERIENCE AND QUALIFICATIONS

With 37 years of HR experience, Koff & Associates knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. Our team is ready to support you at any level you wish – providing sourcing expertise, full-cycle recruitment at the start of your search through the start date of your newest employee, and everything in between.

We build enduring relationships	K&A provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization's people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.
We value strength in diversity	We source top talent reflective of the communities you serve. With our focus on inclusion, networking and partnering with minority-based associations, utilizing bias-reducing tools, and drawing from our own employees' certification training, we are leaders in public sector Diversity and Inclusion.
We leverage innovative search technology	K&A uses advanced programs and unique sourcing methods to identify candidates which traditional recruiting strategies might have missed. We continuously gather and analyze important data points and are always looking ahead at how we can use information technology to better serve you.

Our long list of clients indicates our firm's reputation as a quality organization that produces comprehensive, sound, and cost-effective results. K&A is "hands on" and responsive with the ability and expertise to identify the ideal candidate(s) for the City of Redlands.

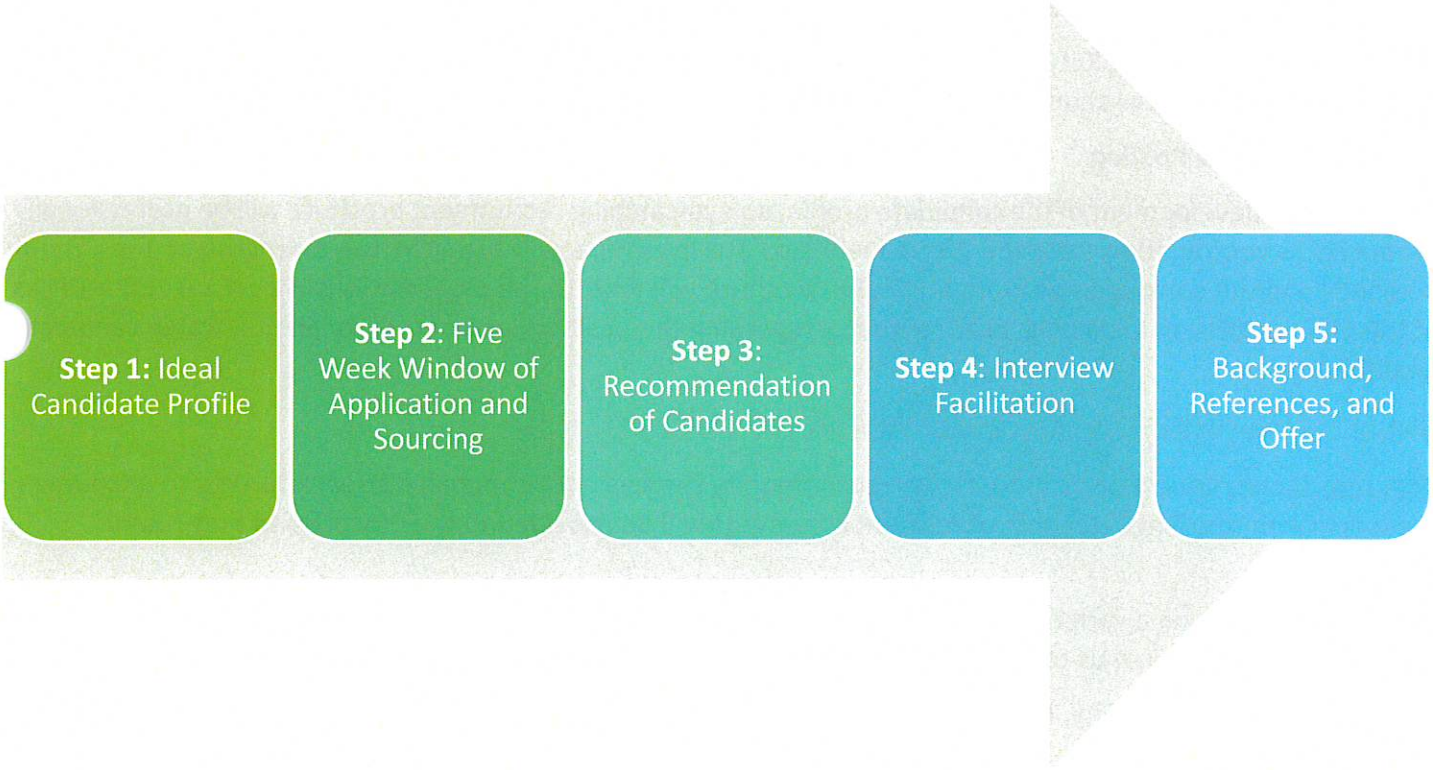
K&A uses its vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself, and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.

APPROACH AND METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. We reach out directly to potential candidates, referral sources, professional associations, and user groups, etc. by using business media, outreach emails, general advertising, **and most importantly picking up the phone and actively calling passive applicants.** This strategy also includes focused advertising on websites and in publications specific to women and minority candidates.

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K&A can, at the request of the City, facilitate community surveys or community outreach forums to encourage feedback from residents. A report of resident comments will be provided to the City prior to first-round interviews.

Our effort will include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources.

In coordination with the City, K&A will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the City, including candidate documents, interview notes, and an outline of the recruitment process.

Step 3: Recommendation of Candidates

K&A will provide the City with a report of the leading candidates to further narrow the pool to the most highly qualified and establish the best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the City has identified and will focus on each candidate's ability, technical competency, and fit with the City's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Cultural fit based on our understanding of essential intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest,
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

Step 4: Interview Facilitation

We will advise and develop interviewing strategies and a menu of questions that will help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications with the City and candidates to ensure everyone is well prepared.

Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview packets. We will use evaluation criteria agreed to by the City.

The Project Manager will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate a focused discussion with the City at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

Step 5: Background, References, and Offer

K&A provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. All references will be documented and presented in a concise, user-friendly manner.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records and confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.

Project Schedule

The following is a typical schedule for conducting recruitment efforts. Search efforts for executive recruitments generally take twelve to fourteen (12-14) weeks to complete, allowing enough time for all steps of the process and client schedules.

Weeks	2	4	6	8	10	12	14
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							

Recruiting Process During Covid-19 Crisis

We will work to counterbalance market forces and build a pipeline of potential candidates through strong marketing and branding efforts, including videos, job postings, and a social media campaign. Our ongoing communication with candidates helps with reputation and keeps them engaged; so, when there is an opportunity that matches their background, we reduce the time-to-hire. As always, communication is key. Candidates who experience a warm, communicative recruitment experience are more likely to maintain their interest and are more likely to feel welcomed into the organization. The recruitment experience is the first impression your employee receives and is a crucial factor in employee engagement and tenure.

We have embraced the virtual interview. The push into virtual technologies due to the pandemic was generally new for many public agencies. Our crystal ball tells us that virtual interviewing is not going away regardless of how the public sector world evolves going forward beyond the pandemic. Although virtual interviewing may have become necessary during this crisis, it is not a temporary strategy that should fall to the wayside; how we communicate in virtual interviews is essential and will continue to be as we move forward.

To conduct an effective virtual interview, simple steps can be taken to ensure a predictable and high-quality process. We will be clear on exactly how the interview process will go and what candidates should expect. We are savvy at navigating the technology and can help with technical challenges on the fly. Coaching panel members to maintain a professional demeanor during virtual interviews and eliminate smartphone or other competing screen distractions, just as you would in person, can also help the process.

K&A Organizational Diversity Statement

This statement reaffirms our commitment to affirmative action and providing equal employment opportunities to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies, which provide that K&A is committed to implementing the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.

FIRM INFORMATION / ORGANIZATION

PROJECT MANAGER BIO

Frank Rojas (Resides in Riverside, CA)
Recruitment Manager

Frank brings more than thirty (35) years of recruiting experience from the highly competitive direct placement and contracts labor industries and the corporate environment. He has significant experience placing corporate leaders, executive, professional, and technical staff, including individual contributors for the government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation, and private industry.

Frank began his career in Contract Labor. Over the next 30+ years, he launched seven start-up offices in several states and locations, providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment, managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media.

In addition to recently completing recruitments for the City of San Bernardino, City of Long Beach, City of Pasadena, and City of Rialto, recent successful efforts include positions of City Manager, Finance Director, Director of Community Development, Director of Human Resources, City Treasurer, DEI Officer, Chief of Police, and Director-level hires for Information Technology, Social Services, Public Works, Economic Development, Community Services, Animal Services, and Division/Site General Managers.

Frank has been named in the top 1% viewed profiles on LinkedIn and has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

RECENT SUCCESSFUL RECRUITMENTS

The following is a partial list of recent executive recruitments conducted by Frank Rojas (some while at a previous firm):

Agency	Title	Year Completed
City of Vista	Fire Chief	Current
City of West Hollywood	Economic Development Director	Current
City of Pasadena	Director of Library & Information Services, Chief of Police, Controller	Current - 2022
City of Palm Springs	Fire Chief, City Manager	Current - 2023
City of Carson	Finance Director, Public Works Operations Manager, Community Services Director, City Manager, Public Works Director	Current - 2020
City of East Palo Alto	City Manager, Chief of Police	Current - 2023
City of Oxnard	Chief Financial Officer, Budget Manager, Public Works Dir., Asst. Public Works Dir. (2), Purchasing Manager, Controller, Communications & Marketing Manager, Assistant City Attorney, Planning & Environmental Manager, Assistant Director of Housing Programs, Environmental Waste Division Manager	Current – 2017
City of Berkeley	I.T. Director, Deputy Director of Finance, Public Works Director, Deputy City Attorney (2), Director of Health, Housing and Community Services, Operations Manager (2), Accounting Manager	Current – 2020
City of Soledad	City Manager	Current
East Bay Regional Park District	Chief Information Officer, Chief of Design & Construction, Chief of Interpretive & Recreation Services	Current - 2023
City of Salinas	Finance Director, City Manager, Chief of Police, Assistant Finance Dir.	2023 – 2021
City of Ontario	Assistant Community Development Director, Director of Economic Development, Assistant GM Water Utilities	2023 – 2021
City of Millbrae	Community Development Director, Public Works Director, Finance Director	2022 – 2021
West Valley Water District	General Manager	2023
City of Rialto	Director of Community Development, Director of Engineering Services	2023 2022
City of Patterson	Finance Director	2022
Contra Costa Water District	Assistant General Manager (Engineering & Construction), Finance Director	2023 – 2022
City of Signal Hill	City Manager	2022
City of San Jose	Assistant CIO, Chief Information Officer	2022
City of Long Beach	City Treasurer	2022

San Mateo County Transportation Authority	Deputy Director, Transportation Authority; Executive Officer for Civil Rights, Employee & Labor Relations, and Human Resources; District Surveyor, Real Estate	2022 – 2021
City of San Bernardino	Director of Public Works, Chief of Police, Director of Human Resources, Director of Animal Services, Director of Finance, Assistant Director of Human Resources (Risk)	2022 – 2021
County of Riverside	County Counsel, Diversity Equity, and Inclusion Officer, Chief Executive Officer, Animal Services Director	2022 – 2020
East Valley Water District	General Manager/Chief Executive Officer	2022
Stinson Beach Co. Water District	General Manager	2022
City of Oceanside	City Manager	2022
Los Angeles County Vector Control District	General Manager	2022
Metro Parks Tacoma	Chief Financial and Administrative Officer	2022
City of Calexico	City Manager, Chief of Police	2022
CALAFCO	Executive Director	2022
Santa Barbara MTD	Director of Finance and Administration, Director of HR and Risk	2022
City of Leavenworth	City Administrator	2022
City of Lawndale	Director of Finance / City Treasurer	2022
City of Tracy	City Attorney	2022
City of Riverside	Budget Manager	2022
County of Stanislaus	Director of Animal Services	2022
City of Cherry Hills Village	Chief of Police	2022
City of Woodland Park	Chief of Police	2022
City of Oroville	Chief of Police	2022
Humboldt Waste Management Authority	Executive Director	2021
City of Chico	Public Works Director	2021
Tahoe RPA	Director of Human Resources & Organizational Development	2021
County of Santa Clara	Planning Services Manager/Deputy Director	2021
First 5 Alameda County	Human Resources Director	2021
City of San Diego	Director of Transportation	2021
City of Glendale	City Manager	2021
Orange County Social Services Agency	Chief Deputy Director, Division Director (3)	2021/2020/2019

City of Carson	Public Works Director, Community Services Director, City Manager	2021/2020/2019
City of Colton	Public Works & Utility Services Director	2021
City of Redlands	Director of Municipal Utilities & Engineering, Fire Chief	2021/2020
City of Ontario	Economic Development Director	2021
County of Tulare	Director of Human Resources & Development, Director of Information & Communications Technology	2021/2020
City of Millbrae	Director of Finance, Community Development Director	2020
City of Avondale	Development & Engineering Services Dir., Economic Development Dir.	2020/2019
City of Redlands	Fire Chief, Director of Municipal Utilities & Engineering	2020
City of Shafter	City Manager	2020
City of Ontario Municipal Utilities	Assistant General Manager	2020
City of Bell	Director of Community Development	2020
City of Los Angeles	Human Resource & Payroll Project Manager (ERP implementation)	2020
County of San Bernardino	Public Works Director, Human Resources Director, Assistant HR Director, Director of Land Use Services, Regional Parks Director	2020/2019/2018
Orange County LAFCO	Assistant Executive Officer	2020
LA Metro	Chief Ethics Officer	2020
Orange County Fire Authority	Purchasing Manager, Fleet Manager, Human Resource Director	2020/2017
City of Banning	Director of Administrative Services, Director of Parks and Recreation	2019
City of Santa Ana	City Manager, Parks & Recreation Director	2019
City of Bell Gardens	City Manager	2019
City of Anaheim	Deputy Planning Director, Engineering Manager, Buyer	2020/2018/2016
City of Garden Grove	Finance Director, City Manager	2019/2016
Desert Healthcare District	Chief Executive Officer	2019
City of San Marino	City Manager	2018
County of San Luis Obispo	County Administrative Officer	2018
County of Imperial	County Executive Officer	2018
City of Avalon	City Manager	2018

STAFFING: FULL RECRUITMENT TEAM

Carlo Zabala
Executive Recruiter

Carlo has over 15 years of experience in the recruiting field. He started his career as a nurse recruiter on travel nursing contracts and filling multiple roles throughout the country, working with healthcare systems to fill their needs. He then went on to work at PRIDE Industries, the nation's largest employer of people with disabilities, recruiting for their new government contracts and corporate positions. His next recruiting role was with CVS/Aetna, a Fortune 5 company, where he worked on new Medicare contracts. Most recently, Carlo was Sr Recruiter at Shriners Hospital for Children Northern CA, implementing a new recruitment program at the hospital.

Joshua Boudreaux
Recruiting Supervisor

Joshua has over nine (9) years of public sector Human Resources experience.

He began his public sector journey as a labor representative with the Orange County Employees Association representing employees in grievances, investigations, meet and confers, interactive processes, arbitrations, and negotiations. He transitioned into the HR world at the City of Anaheim where he led classification and compensation projects. At the Orange County Fire Authority, he worked closely with Battalion and Division Chiefs on projects such as classification and compensation, employee relations, and recruitment.

Prior to joining K&A, Joshua served as an Administrative Manager for the County of Orange where he handled employee grievances, conducted investigations, and represented the County on meet and confer items. He served as the President of the Orange County Human Resources Consortium in 2017-2018. Since joining K&A, Joshua partners his classification and compensation experience, marketing skills, and recruitment experience to bring a full-service experience to all clients. He currently manages full-cycle recruitments for California public sector agencies including, cities, counties, and special districts. He provides supervisory oversight for technical, professional, and management recruitments.

Joshua earned his B.S. in Political Science with a concentration in American Politics from the University of California, Los Angeles; his Master's in Public Administration from Chapman University (Brandman); and a Master's Certificate in Human Resources with emphasis in Labor Relations from Cornell University.

Current & Previous Recruitments: City of Seaside – Associate Engineer, Senior Engineer; City of Fairfield – Fire Inspector I/II; Valley Water District – Environmental Planner/Regulatory Specialist, Senior Engineering Technician, Sr. Information Systems Technician; County of Sonoma – Real Estate Manager; Alameda County Water District – Director of Engineering; Dublin San Ramon – Waste Water Treatment Superintendent, Electrician II; City of Long Beach – Jail Administrator, Medical Director, Occupational Health Services Manager; Port of Oakland – Maintenance Manager; City of Gilroy – Fleet Superintendent; Big Bear Lake – Senior Accountant; City of Richmond – Budget Administrator, Accounting Manager; Monterey One Water – SCADA Analyst; City of Richmond – Deputy Director of Community Services: Employment and Training.

Chelsea Freeman
Senior Recruiter

Chelsea brings over sixteen years of experience working in the public and private sectors.

She worked within the California State University system for seven years and spent nine years in the private sector in manufacturing. In her role as Classification, Compensation and HR Operations Manager, she was responsible for developing and implementing a compensation philosophy for staff and faculty, as well as implementing process improvement efforts within the HR operations.

Throughout her career, Chelsea has had a great deal of experience in recruiting, interviewing, selecting, and hiring employees for staff, mid-management and executive roles. She provided ongoing consultation to Managers relating to best practices in hiring which included Diversity and Inclusion training, and properly classifying and compensating employees.

Chelsea earned her B.A. degree in Communications from Sonoma State University.

Matt Vincent
Recruiter

Matt brings close to eighteen years of recruitment and career placement experience working in the higher education and recruiting fields. His experience as a recruiter began with recruitments for commercial lenders and travel nurses.

After completing his Master's degree, Matt spent close to ten years assisting career services departments for private colleges in the Sacramento region. During this time, he was very active helping students find internship and employment opportunities, building relationships with hiring managers, and spending time in the classroom teaching career development.

In his most recent recruitment role, Matt worked with a well-known technology company. He supported local warehouses where he collaborated with community partners that worked with veterans (EDD, Volunteers of America, Wounded Warrior Project, and other workforce development agencies) in order to recruit and increase the veteran and spouse population. He eventually transitioned into a new role recruiting data scientists, program managers, graphic and production designers.

Matt earned a B.A. in Business Administration from the University of Phoenix along with a Master's degree in Career Counseling through Chapman University (Brandman).

Ember Plummer
Recruiting Coordinator

Ember supports the Koff & Associates team as a Recruiting Coordinator. Their goal is to make meaningful connections and help develop efficient processes to streamline recruiting services. They support the recruiting team in a broad range of administrative needs and in preparing reports and documentation for clients. Ember has a background in IT and academia, and they are excited to apply these skills in the public sector.

Ember earned their B.A. in English Language & Literature and World Literature from Smith College in Northampton, MA.

Tasia Dewitt
Recruiting Coordinator

Tasia supports the K&A team as a Recruiting Coordinator. She has over six years of administrative and human resources experience. She has worked in a variety of industries which include financial services, healthcare, and consulting. She supports the recruiting team with candidate sourcing and review, conducting reference checks, and handling the technical aspects of recruiting.

Tasia earned her B.S. in Business Administration from San Francisco State University.

REFERENCES

We are proud of our past recruitment work with clients to successfully place candidates to meet their organization's needs.

Recruitment & Agency	Contact
Oxnard, City of Public Works Director, Asst. Public Works Director (2), Chief Financial Officer, Purchasing Manager, Controller, Communications & Marketing Manager, Assistant City Attorney, Civil/Traffic Engineers	Lisa Baker Assistant Director, Human Resources 805.385.7596 lisa.baker@oxnard.org 4300 W. Third Street Oxnard, CA 93030
San Bernardino, City of Director of Community & Economic Development, Chief of Police, Director of Human Resources, Director of Animal Services, Finance Director	Edelia Eveland Assistant City Manager 909.384.5262 eveland_ed@bsbcity.org 290 North 'D' Street San Bernardino, CA 92401
Berkeley, City of Director of Information Technology, Director of Health, Housing, and Community Services, Director of Public Works, Deputy City Attorney(s), Manager of Engineering, Operations Manager(s)	LaTanya Bellow, Deputy City Manager Liam Garland, Public Works Director 510.815.1767 lbellow@cityofberkeley.info 510.981.630 lgarland@cityofberkeley.info 2180 Milvia St Berkeley, CA 94704
Palm Springs, City of City Manager Fire Chief	Stephanie George Director of Human Resources 760.323.8217 Stephanie.George@palmspringsca.gov 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262

EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Proposer must sign the appropriate statement below as applicable.

( ) Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm: _____

Signature: _____

(✓) Proposer takes exceptions to terms, conditions, requirements or specifications stated herein. (Proposer must itemize each exception below and return with the Proposal Form.)

Firm: Koff & Associates, a Gallagher Division

Signature: Erik Rojo

Our exceptions are detailed on the attached next page, as well as our Insurance Acknowledgement.

Proposer should note that any exceptions taken from the stated terms and/or specifications *may,* but not necessarily will be cause for their submittal to be deemed "non-responsive", risking rejecting of the submittal.

Attached are 2 additional pages.

This document must be completed and returned with your Submittal

PROFESSIONAL SERVICES AGREEMENT ACKNOWLEDGEMENT

We will be pleased to sign the City's professional services agreement for recruitment services, however we respectfully request that the City will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the City's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

The following are terms our legal would like to review with the City if we are fortunate to be selected for this project:

- Section 3 (E) (PDF page 4) - This section needs modified so that no prior approval of personnel is required from the City. Gallagher will provide notice of substitutions after they occur. Gallagher can agree to a reasonable time period to provide such notice and will use good faith efforts to ensure that the City is satisfied with any replacement personnel assigned.
- Section 18 (PDF page 9) – Indemnification should be limited to grossly negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law.
- Section 18 (PDF page 9) - Unless you have received an exception for this Client, a limitation of liability of fees paid needs to be added to the indemnification provision.
- Section 21 (PDF page 10) - Gallagher cannot agree to permit City to audit for 10 years after the agreement ends. They can audit during the agreement.
- Proposer's certification, 1st acknowledgement para (PDF page 13) - Gallagher does not agree to liquidated damages. This provision should be deleted as this is not applicable to the services Gallagher would be providing.

INSURANCE ACKNOWLEDGEMENT

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than $2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than $1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of $1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than $10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than $5,000,000 per claim, or $10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than $2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than $1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

Koff & Associates
A Gallagher Company

SIGNATURE PAGE

We thank you for your consideration of our proposal. We are committed to providing high-quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: KOFF & ASSOCIATES
State of California



Frank Rojas **Date: March 22, 2023**

Recruitment Manager

PROPOSER'S CERTIFICATION

Submit To: City of Redlands ***Human Resources Office*** ***35 Cajon Street, Suite 10*** ***Redlands, CA 92373*** ***Phone 909-798-7514*** ***Fax 909-335-4762***	CITY OF REDLANDS REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: March 22, 2023	**DUE TIME: 5:00pm**	**RFP #**20230322**EM**

TITLE: Executive & Professional Recruitment Services

VENDOR NAME: Koff & Associates, a Gallagher Division	**PHONE NUMBER:** 510.495.0048
VENDOR MAILING ADDRESS: 2835 Seventh Street	**FAX NUMBER:**
CITY/STATE/ZIP: Berkeley, CA 94710	**E-MAIL ADDRESS:** Frank_Rojas@ajg.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offer or and have not colluded with any offerors or parties to an RFP whatsoever for any fraudulent purpose."

Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Frank Rojas, Recruitment Manager	Frank Rojas	03/17/2023
Authorized Agent Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

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.

GALLAGHER BENEFIT SERVICES, 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) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2850 GOLF ROAD

6 City, state, and ZIP code

ROLLING MEADOWS, IL 60008

Requester's name and address (optional)

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

3	6	–	4	2	9	1	9	7	1

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 ▶ [signature] Date ▶ February 14, 2023

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.

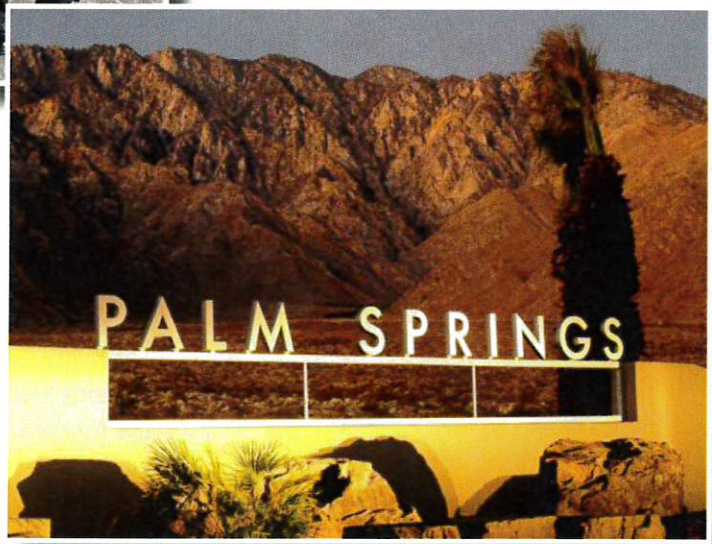
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF PALM SPRINGS
INCORPORATED 1938
CALIFORNIA

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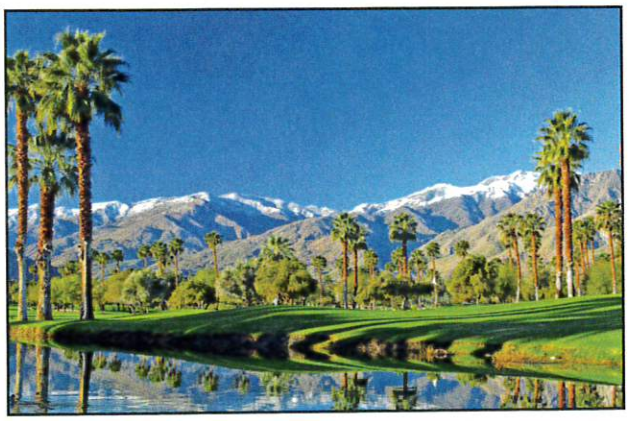








City Manager



THE COMMUNITY

Nestled at the base of the San Jacinto Mountains, the City of Palm Springs is known for its crystal-blue skies, year-round sunshine, stunning landscape, and starry nights. Palm Springs' rich history and gorgeous weather make it an ideal place to live and a preferred destination of over six million annual travelers from all over the world. The City maintains the charm of a small town while offering the amenities of an urban center.

Palm Springs lies on the western edge of the Coachella Valley approximately 107 miles east of Los Angeles within the ecological area known as the Colorado Desert. The permanent population is approximately 45,500 with a substantial increase of weekend population during peak seasons. The City is known for valuing and celebrating its diverse neighborhoods and communities.

Residents of Palm Springs have access to shopping, galleries, restaurants, parks, recreational facilities, hiking trails, bike routes, and horseback riding as well as the scenic Palm Springs Aerial Tramway up Mt. San Jacinto. As the City enjoys virtually 350 days of sunshine per year, Palm Springs' community has year-round enjoyment of the outdoors. Palm Springs is host to many parades and festivals, including the famed Palm Springs International Film Festival. Residents of Palm Springs find that the City is an ideal community to call home.

CITY GOVERNMENT

The City of Palm Springs is a full-service city providing residents and visitors with the following services: general governance, legal, financial, information technology and administrative management, police, fire, emergency management service, engineering, maintenance of public facilities, streets, recreation, airport, public improvements, planning and zoning, community and economic development including CDBG, animal shelter, sustainability and recycling, convention center, tourism, and library services. As you walk, bike or drive through our various neighborhoods, you are surrounded by a sense of community. There are a variety of architectural styles throughout Palm Springs, from mid-century modern and more.

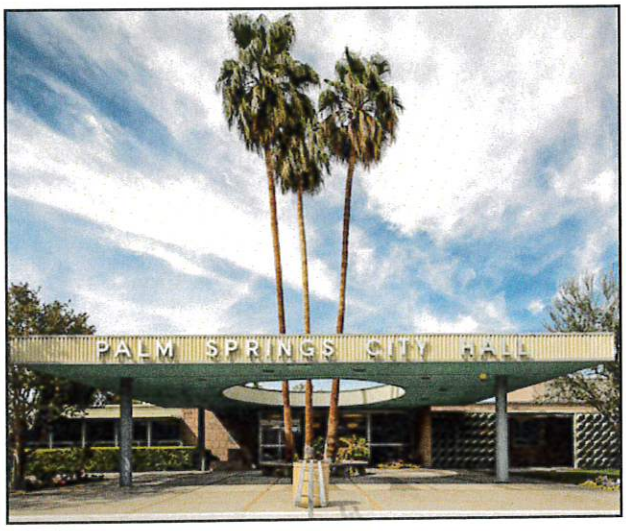
Since 1994, Palm Springs has been governed as a charter city, and operates under a Council-Manager form of government. Council Members are elected by district and serve four-year staggered terms, with the position of Mayor rotating annually. The City Council appoints the City Manager and the City Attorney.

The City of Palm Springs has a FY2022-2023 revised budget of $466 million with 575.5 full-time equivalent allocated positions.

CITY OF PALM SPRINGS MISSION STATEMENT:
Palm Springs is an inclusive world class city dedicated to providing excellent and responsive public services to enhance the quality of life for current and future generations.

THE POSITION

The City Manager serves as Chief Executive Officer of the City and advises the City Council on policy and programs impacting the community and the City organization. The City Manager appoints the City's department heads and is responsible for ensuring that city services are performed to the highest standard in line with City Council priorities. The City Manager is responsible for the submission and implementation of the City's budget in addition to the following:



Administer the affairs of the City and direct staff in the implementation of the City Council's priorities which include, but are not limited to the following:

- Oversee the proper application and enforcement of City laws and ordinances.
- Provide overall daily supervision, management, and direction to City departments.
- Build and maintain relationships with City employees, as well as meet and confer with the six established employee bargaining units.
- Create an open environment which encourages resident and business input on City operations and programs.
- Establish effective management relationships with surrounding city, special districts, county, state, and federal agencies.
- Coordinate and provide timely and accurate information to the public and media regarding City events and activities.
- Maintain communication with the City's 50 neighborhood organizations.

THE IDEAL CANDIDATE

Palm Springs has a reputation for being a diverse, progressive, inclusive and high-achieving, world-class destination city; with an active and engaged community. The City seeks an experienced, politically astute, and strategic leader with well-rounded experience and the ability to provide effective leadership in all municipal areas of government including police, fire, public works, community development, airport operations, finance, recreation, and tourism. Palm Springs is one of the most LGBTQ+ friendly communities among U.S. cities and is proud of its diverse population.

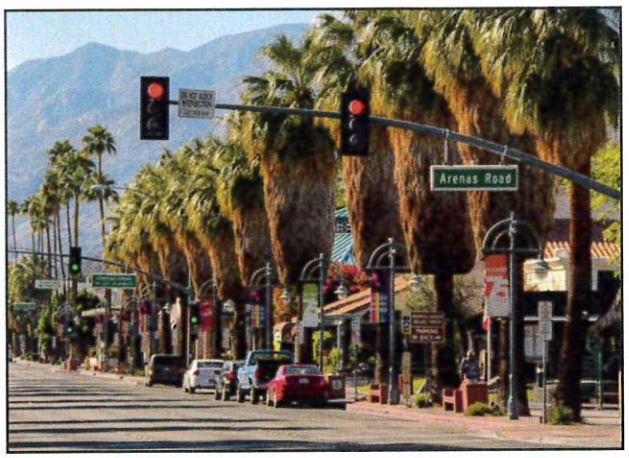
The ideal candidate will be a dynamic and confident manager with excellent communication and interpersonal skills able to build solid business relationships and partnerships. The City Manager will be dedicated and committed to working collaboratively to ensure that the City embraces opportunities while being a creative problem solver to continue the high quality of services that the City is known for. The successful candidate should be comfortable working on a range of issues including affordable housing and homelessness initiatives, economic development, and financial management, as well as environmental and social justice; and have a proven track record implementing and seeing projects to completion. Experience working with the tourism industry is a plus, as well as an engaged and involved community.



The selected candidate will appreciate and protect the historical aspects of the City while creating strategies and plans for a post-pandemic world. The selected candidate will have a positive demeanor, and a passion for public service; a leader that recognizes this opportunity to create and establish an effective and efficient administrative infrastructure for long-term success.

Key characteristics and attributes:

- A supportive leader who creates a cohesive structure and team-oriented working environment.
- An inclusive and positive management style that ensures accountability, responsibility, and encourages discussion and ideas from staff and key stakeholders.
- Good organizational skills with a transparent style of leadership; outward facing who is able and willing to use the City website to promote projects, engage with the community, be approachable.
- Flexible. Able to provide clear goals and expectations, while remaining agile and can adapt to changing priorities.
- The ability to effectively communicate with staff. Remove roadblocks and be willing to allow for project ownership, employee development, and a sense of pride. Able to attract and retain a solid, high performing workforce.
- Stays current in new technologies and statewide and national legislation.
- Effective at community engagement and follow through. A listener.



QUALIFICATIONS

- Bachelor's degree with major course work in public administration, business administration or a related field; OR any combination of education and expertise that provides equivalent knowledge, skills, and abilities.
- A Master's degree is ideal.
- 5-10 years of increasingly responsible administrative experience in local government, preferably in an advanced executive management position.

COMPENSATION AND BENEFITS

The salary for this position is highly competitive and will be commensurate based on experience.

Retirement – Classic Members – 2% @ 60 with a 7% pre-tax employee contribution, New Members – 2% @ 62, with an 8% (or ½ the normal cost as determined by CalPERS) pre-tax employee contribution.

Healthcare – The City provides a flexible-benefit dollar amount to be used on plans and services that best fit your needs; a range of healthcare options are available for medical, dental and vision coverage.

Annual Leave – Accrual begins at 16 hours per month; increase after 5 years of service.

Holiday Leave – 12 days per calendar year, plus 1 floating holiday.

Life Insurance – City paid life insurance at $100,000.

Disability Insurance – City-paid Long-Term Disability plan; employee paid Short-Term Disability plan in lieu of the State-mandated plan.

Worklife – 4/10 (M-Th) work schedule, an Employee Assistance Program, and a range of additional programs are also available.

APPLICATION AND RECRUITMENT PROCESS

The final filing date is Friday, October 14, 2022.

To be considered, please submit a resume, cover letter, and five work related references (who will not be contacted in the early stages of the recruitment) to: https://koffassociates.com/city-manager-3/

Resumes should reflect years and months of positions held, as well as size of past organization(s).

Koff & Associates
A Gallagher Company

Frank Rojas
(510) 495-0448
frojas@koffassociates.com

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the consultant. Koff & Associates will report the results to the City. The City will then select candidates to participate in panel interviews. Extensive reference and background checks will be completed on the selected candidate.

Equal Opportunity Employer

The City of Palm Springs is an equal employment opportunity employer, and we encourage all persons to file applications. Applicants will be considered regardless of race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender, gender identity, gender expression, family or marital status, disability, medical condition or pregnancy, genetic information, religious or political affiliation, or veteran status.



City Council/Successor Agency Meeting **J. 8.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution Nos. 8479 and 8480 establishing the special tax levy within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) and 2001-1 (Northwest Development Project) (Management Service/Finance Director Garcia)

MOTION(S):

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

I move to adopt Resolution Nos. 8479 and 8480.

RECOMMENDATION:

Staff recommends that City Council adopt Resolution Nos. 8479 and 8480.

DISCUSSION:

In August 2001, the City issued $9,255,000 of Community Facilities District (CFD) Bonds for improvements in and around the San Bernardino Avenue/California Street area. The bonds will be repaid by special taxes levied upon the benefiting property owners.

In March 2004, the City issued $9,545,000 of Community Facilities District (CFD) Bonds for improvements within the District which is bounded by Mountain View Avenue on the west, San Bernardino Avenue on the north, California Street on the east and Lugonia Avenue on the south.

Resolution Nos. 8479 and 8480 set the 2023-24 maximum tax rates and authorize the City Clerk to file all necessary information with the San Bernardino County Auditor/Controller no later than the levy deadline of August 10, 2023.

(Preliminary Notice of Special Assessments will be provided to the County by David Taussig & Associates by July 1, 2023, as required).

Exhibit A of each resolution shows the calculation of the Fiscal Year 2023-24 Special Tax Levy as prepared by David Taussig & Associates. Detailed reports prepared by David Taussig & Associates, showing updates of the development status,the financial obligations and the special tax requirements for Fiscal Year 2023-24 for each CFD, are on file in the City Clerk's office.

ALTERNATIVES:

Do not adopt Resolution Nos. 8479 and 8480.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	Yes
Appropriation Required Y/N:	No
Amount:	Various
Budgeted Y/N:	Yes
Account No.:	Fund 810

Discussion:

There is no impact to the General Fund. These assessments are pass-through tax levies, wherein the City collects and remits funds on behalf of the Community Facilities Districts. Its indebtedness is not City debt in any way.

Attachments

Reso 8479 CFD 2001-1 for FY 2023-24
CFD 2001-1 Exhibit A to Resolution 8479
Reso 8480 CFD 2003-1 for FY 2023-24
CFD 2003-1 Exhibit A to Resolution 8480

RESOLUTION NO. 8479

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS LEVYING SPECIAL TAXES WITHIN CITY OF REDLANDS COMMUNITY FACILITIES DISTRICT NO. 2001-1 (NORTHWEST DEVELOPMENT PROJECT)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has formed City of Redlands Community Facilities District No. 2001-1 (Northwest Development Project) (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

WHEREAS, the City Council, pursuant to Ordinance No. 2471, adopted by the City Council of the City on June 5, 2001, authorized and levied the Special Taxes within the Community Facilities District; and

WHEREAS, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor on or before the 10th day of August of that tax year; and

WHEREAS, on June 19, 2001, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Redlands Authorizing the Issuance of not to Exceed $10,000,000 Aggregate Principal Amount of City of Redlands Community Facilities District No. 2001-1 (Northwest Development Project) Special Tax Bonds, Series 2001, Approving the Execution and Delivery of an Indenture, a Bond Purchase Agreement and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto" (the "Original Bond Resolution"), authorizing the issuance of City of Redlands Community Facilities District No. 2001-1 (Northwest Development Project) Special Tax Bonds, Series 2001 (the "Bonds"), in an aggregate principal amount of not to exceed $10,000,000;

WHEREAS, on July 17, 2001, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Redlands Modifying Resolution No. 5911 of the City Council of the City of Redlands," ratifying and affirming the City Council's authorization under the Original Bond Resolution for the issuance of the Bonds, subject to certain modifications to the terms thereof;

WHEREAS, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2023-24;

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

Section 1. All of the above recitals are true and correct.

Section 2. The City Council hereby levies the Special Taxes for the Fiscal Year 2023-24 at the maximum rates and with respect to the parcels as set forth in Exhibit A hereto; provided, however, that the City Manager or the Finance Director of the City is hereby authorized, prior to the submission to the San Bernardino County Auditor/Controller and upon consultation with the City's special tax consultant, David Taussig & Associates, Inc., (a) to make any necessary modifications to such Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed (provided that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels), or (b) to lower such Special Tax rates to the extent such officer deems necessary upon receipt of the final pricing information, and debt service requirements with respect to, the Bonds. The City Clerk of the City is hereby authorized and directed to file with the San Bernardino County Auditor/Controller no later than August 10, 2023, a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2023-24.

Section 3. The officers and agents of the City are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2023-24 as provided in this Resolution.

Section 4. All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2023-24 are hereby approved, confirmed and ratified.

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED and ADOPTED by the City Council of the City of Redlands on June 6, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CITY CLERK'S CERTIFICATE

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council duly and regularly held on June 6, 2023, of which meeting all of the members of said City Council had due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June 6, 2023

_____
Jeanne Donaldson, City Clerk

Exhibit 'A'

City of Redlands CFD No. 2001-1
FY 2023-2024 Special Tax Roll

Assessor's Parcel Number	FY 2023-2024 Special Tax
0167-551-08	$112,743.54
0167-551-09	$98,124.22
0167-571-05	$184,293.85
0167-641-05	$48,738.19
0167-641-06	$46,968.83
0167-641-07	$74,593.96
0167-671-03	$49,810.80
0167-681-07	$69,674.00
0167-681-09	$79,422.25
Total FY 2023-2024 Special Tax Levy	**$764,369.64**
Total Number of Parcels Taxed	**9**

RESOLUTION NO. 8480

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS LEVYING SPECIAL TAXES WITHIN CITY OF REDLANDS COMMUNITY FACILITIES DISTRICT NO. 2003-1 (REDLANDS BUSINESS CENTER)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has formed City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

WHEREAS, the City Council, pursuant to Ordinance No. 2569, adopted by the City Council of the City on January 20, 2004, authorized and levied the Special Taxes within the Community Facilities District; and

WHEREAS, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor on or before the 10th day of August of that tax year; and

WHEREAS, on February 3, 2004, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Redlands Authorizing the Issuance of not to Exceed $9,600,000 Aggregate Principal Amount of City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) Special Tax Bonds, Series 2004, Approving the Execution and Delivery of an Indenture, a Bond Purchase Contract and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto" authorizing the issuance of City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) Special Tax Bonds, Series 2004 (the "Bonds"), in an aggregate principal amount of not to exceed $9,600,000;

WHEREAS, the City Council desires to levy the Special Taxes within the Community Facilities District for Fiscal Year 2023-24;

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

Section 1. All of the above recitals are true and correct.

Section 2. The City Council hereby levies the Special Taxes for the Fiscal Year 2023-24 at the maximum rates and with respect to the parcels as set forth in Exhibit A hereto; provided, however, that the City Manager or the Finance Director of the City is hereby authorized, prior to the submission to the San Bernardino County Auditor/Controller and upon consultation with the City's special tax consultant, David Taussig & Associates, Inc., (a) to make any necessary modifications to such Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed (provided that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels), or (b) to lower such Special Tax rates to the extent such officer deems necessary upon receipt of the final pricing information, and debt service requirements with respect to, the Bonds. The City Clerk of the City is hereby authorized and directed to file with the San Bernardino County Auditor/Controller no later than August 10, 2023 a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2023-24.

Section 3. The officers and agents of the City are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2023-24 as provided in this Resolution.

Section 4. All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2023-24 are hereby approved, confirmed and ratified.

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED and ADOPTED by the City Council of the City of Redlands on June 6, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CITY CLERK'S CERTIFICATE

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council duly and regularly held on June 6, 2023, of which meeting all of the members of said City Council ad due notice and at which a majority thereof were present; and that at said meeting said resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June 6, 2023

_____
Jeanne Donaldson, City Clerk

Exhibit 'A'

City of Redlands CFD No. 2003-1
FY 2023-2024 Special Tax Levy

Assessor's Parcel Number	FY 2023-2024 Special Tax
Zone 1	
0167-441-07	$13,744.80
0167-481-16	$86,402.76
0167-501-11	$126,265.48
0167-511-24	$5,913.04
0167-511-25	$5,671.69
0167-511-26	$30,409.91
0167-511-27	$8,366.75
0167-511-28	$7,522.03
0167-511-29	$189,498.79
0167-541-09	$134,873.58
Subtotal	**$608,668.83**
Zone 2	
0167-511-09	$191,469.80
Subtotal	**$191,469.80**
Total FY 2023-2024 Special Tax Levy	**$800,138.63**
Total Number of Parcels Taxed	**11**

City Council/Successor Agency Meeting **J. 9.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a sole source purchase with DynaTouch Corporation for a through-the-wall, full service (credit/debit card, check and cash) payment kiosk not to exceed the amount of $61,000 (Management Services/Finance Director Garcia)

MOTION(S):

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

1. I move to approve a sole source purchase with DynaTouch Corporation for a through-the-wall, full service (credit/debit card, check and cash) payment kiosk not to exceed the amount of $61,000.

2. I move that the City council authorize staff to execute the Terms and Conditions agreement with DynaTouch Corporation.

RECOMMENDATION:

Staff recommends that City Council approve a sole source purchase with DynaTouch Corporation and authorize staff to execute the Terms and Conditions agreement for a through-the-wall, full service (credit/debit card, check and cash) payment kiosk not to exceed the amount of $61,000.

DISCUSSION:

The Revenue/Customer Service Division of Management Services Department has continually sought ways to streamline the utility billing and payment process. To this end, additional online payment processing options have been added, payment plans and customer assistance plans have been established and paperless billing options have been introduced. In addition to this, staff have researched options to provide more options for in-person payments and

after-hours payments.

To that end, staff is recommending the purchase of a through-the-wall full service (credit/debit card, check and cash) payment kiosk from DynaTouch. The payment kiosk would significantly improve convenience for customers who pay their utility bills by cash, check, or credit/debit card. The kiosk will be accessible for customers to view account balances and make their payment. The payment kiosk also provides customers with the ability to pay their bills outside of the City's regular business hours. The kiosk would reduce the wait time for in-person payments at the office and provide real-time posting to a customer's utility account. The kiosk will be located on the front wall of Suite 15B. The payment kiosk would show payments posting to their account immediately, providing electronic confirmation of the payment, something that is not provided when the customer drops off payment to our office drop box. The DynaTouch kiosk is a cloud-based payment solution that integrates with our existing utility billing system, Enquesta. The kiosk also provides internal payment reconciliation, reducing manual opening and recording of payments sent by mail or in our drop box. Additionally, the kiosk provides a customizable display screen banner and can advertise City of Redlands information and events.

DynaTouch was selected as the sole source vendor, as the vendor is the only company that already integrates with our current utility software and payment systems, Invoice Cloud and Enquesta.

ALTERNATIVES:

The City Council may elect not to approve the purchase of a through-the-wall payment kiosk and provide alternative direction to staff.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

REVIEWED BY:
Yvette M. Abich Garcia
Janice McConnell, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Aimee Hoover, Revenue Supervisor
Ashley Sepulveda, Senior Customer Account Specialist

Fiscal Impact

Fiscal Year:	2022-2023
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	61,000
Budgeted Y/N:	Y
Account No.:	608900

Discussion:

There is no impact to the General Fund. Funding for this purchase is included in the Customer Service Division's Fiscal Year 2022-2023 budget.
Future maintenance and support terms for 2023-2024, 2024-2025 and 2025-2026 have been included. Ongoing support costs after FY 2026 are estimated to be $8,000/year, roughly, and includes regular software and hardware maintenance and technical support.

Attachments

InvoiceCloud Support letter
Sole Source Memo
DynaTouch Kiosk Price Quote
Single Sole Source - Kiosk
DynaTouch Kiosk Revised Terms and Conditions

InvoiceCloud™
Innovating the Customer Experience

04/06/2023

City of Redlands

City of Redlands Team,

We are pleased to offer this letter of support and confirm that DynaTouch and InvoiceCloud have a strong, collaborative partnership, and deliver proven integrated Payment Solutions. The DynaTouch Kiosk solution with InvoiceCloud's integrated payments solution provides a secure, reliable, and seamless experience for utility customers addressing self-service needs. DynaTouch offers a sole-source solution with InvoiceCloud as our preferred kiosk partner.

We hope that the City of Redlands will feel confident that the integrated solutions will continue to deliver the best outcomes for the Utility and the communities you serve. Please let me know if you have any questions.

Sincerely,

Travis Murray
AVP – Enterprise Alliances
Invoice Cloud
214-680-8850
trmurray@invoicecloud.com

MANAGEMENT SERVICES
DEPARTMENT
FINANCE/REVENUE
DIVISION

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373

Danielle Garcia
Management Services/Finance
Director

James Garland
Assistant Finance Director

MEMORANDUM

DATE: APRIL 4, 2023

TO: DANA ABRAMOVITZ, PURCHASING MANAGER

FROM: AIMEE HOOVER, REVENUE SUPERVISOR

SUBJECT: SOLE/ SOURCE MEMO FOR DYNATOUCH CORPORATION

The Management Services Department is requesting to purchase a thru-the-wall payment kiosk from DynaTouch Corporation. This kiosk is to serve City of Redlands customer paying their utility bills and will always be accessible for resident use, even when the customer service lobby is closed to the public, including weekends and holidays. The kiosk is planned to be installed in place of the current drop box located at suite 15B.

As explained in the attached letter from Invoice Cloud, DynaTouch is the sole source kiosk provider to seamlessly integrate with Invoice Cloud and they have a strong collaborative partnership. Invoice Cloud is the software that our utility customer service department utilizes to accept online payments. The addition of the kiosk from DynaTouch will provide a seamless transition and will minimize staff training while expanding the accessibility to customers to make their utility bill payment.

Alternative Kiosk options would result in additional software integration, customization and specialized training.

Thank you and if you have any questions, please contact me.

QUOTE
DynaTouch, 9901 Broadway, San Antonio, TX 78217
sales@dynatouch.com | www.dynatouch.com | (210) 828-8343

HUG (Harris Utility Group) BillPay Kiosk

Through-the-wall, Full Service (Credit Card, Check & Cash)

Prepared For:
City of Redlands
Aimee Hoover, Revenue Supervisor

Quote Date: 05/09/23
Quote No: Open Market

Prepared By:
Kim Kartchner | kkartchner@dynatouch.com | o. (210) 828-8343 | c. (720) 844-6625
Wendall Welborn | wwelborn@harriscomputer.com | 601-319-8974

Proprietary Notice:
This document includes information that shall not be disclosed outside the relationship between DynaTouch Corporation and the person, agency, or organization (the "Client") to which this document has been issued. This document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the information contained within.

Variables

	Qty
Total #Kiosks	1
Total #Sites	1

Pay Processor:	**Invoice Cloud**
CIS:	**Inquesta**

Hardware Options	
- Mag stripe card reader?	Yes
- Check scanner?	Yes
- Cash acceptance kit?	Yes
- Cradlepoint device for broadband cellular service?	No
Software Options	
Include HUG Credit Card Payment Module?	Yes
Include HUG Check Payment Module?	Yes
Include HUG Cash Payment Module?	Yes
Include HUG Administration Portal?	Yes
Service & Support Options	
Include On-Site Hardware Installation?	Yes
Include Telephone Support for Hdwr Installation by Others?	No
Include On-Site Training?	Yes
Include Webinar Training?	No
Include On-Site Hardware Maintenance?	Yes
Include Pre-Paid Post Installation Professional Services?	Yes
Include Antivirus, Security & Patch Management Services?	No
Include Cellular Data Services?	No



#Hours/Year: 4

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Pricing Options

Kiosk Purchase w/ Annual Support

Item Description	Qty	Unit Price	Extended
HUG Bill Pay Kiosk Hdwr, Sftw & Support Package	1	28,890.00	28,890.00
Configuration & Customization Services	1	5,850.00	5,850.00
Implementation & Deployment Services	1	10,095.00	10,095.00
Total For Base Period (Including Year 1 Maintenance/Support)			**$ 44,835.00**
1st Renewal / Year 2 Maintenance/Support			**$ 7,622.00**
2nd Renewal / Year 3 Maintenance/Support			**$ 8,004.00**
		Purchase Price (3 year total)	**$ 60,461.00**

***See Next Page for Option/Renewal Years and/or Totals w/ Additional Years**

(Prices valid for 30 days from above date; does not include any applicable sales taxes.)

Estimated Delivery: 12-16 Weeks ARO (subject to supply chain availability) (a firm delivery date will be confirmed upon receipt of order)

Shipping: FOB Origin

Payment Terms: 50% Due w/ Order, Balance Due When Shipped
DUNS: 05-852-5239 | CEC: 05-953-533-G | TAX ID: 74-2193178

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Bill of Materials

HUG Bill Pay Kiosk

Description	Qty	Unit	Notes
HUG Bill Pay Kiosk Hdwr, Sftw & Support Package			
Hardware (Outdoor Through-the-Wall Kiosk w/ 21.5" Touchscreen)	1	Each	
Enclosure			
- Metal kiosk enclosure w/ durable, scratch resistant powdercoat finish			
- LED light box for graphics			
- Standard powdercoat color (6 color choices)			
- 1 accent color (6 color choices)			
- Amplified dual-speaker sound system			
- Hinged access door for servicing components			
- Lock and key entry			
- All data and power cables, surge suppressors, vents			
Components / Peripherals			
- 21.5" LCD touchscreen monitor, USB interface			
- Small form factor PC w/ high-speed Intel processor and Windows 10 Pro (64 bit)			
- Bar code scanner (to scan bill stubs)			
- 80mm thermal receipt printer			
- Video camera (web cam)			
- 802.11 wireless connectivity			
- UPS power backup			
Packing/Shipping/Handling			
- Packaging (for Continental U.S. delivery)			
- SHIPPING NOT INCLUDED. Client Supplied Carrier.			
Overall Dimensions			
41"H x 23"W x 15"D			
Hardware Options			
- Mag stripe card reader	1	Each	Included
- Check scanner	1	Each	Included
- Cash acceptance kit	1	Each	Included
1200 note bill validator			
High security lock w/ 2 keys			
Secure locking box for cash handling			
- Additional locking box for cash handling	1	Each	Included
- Cradlepoint device for broadband cellular service	0	Each	Not Included
- Rear facing monitor for admin acess	1	Each	Included
Software			
Software Subscriptions (Software as a Service)			
Payment Software			
HUG Credit Card Payment Module	1	Each	Included, Optional
HUG Check Payment Module	1	Each	Included, Optional
HUG Cash Payment Module	1	Each	Included, Optional
HUG Administration Portal	1	Each	Included
Kiosk Management Software			
TIPS Pro Plus (Kiosk Client Module)	1	Each	
TIPS Remote Monitoring Module	1	Each	
Support Services			
Live Help Desk Support (Mon-Fri, 7am-7pm)	1	Each	
Component Repair/Replacement	1	Each	
On-Site Maintenance Support (CONUS)	1	Each	Included, Optional
Proactive Remote Monitoring Services	1	Each	Included, Optional



Powered by TIPS Kiosk Management Software

Already approved to operate on government networks!



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Cellular Data Service	0	Each	Not Included
Configuration & Customization Services			
GUI Configuration & CIS Integration	1	Lot	Included
Includes an allowance for services to configure the HUG Bill Pay Kiosk for Client's payment flow process, as well tailor the solution to the specific CIS and Payment Processing providers. Should the system design and configuration requirements identified during the Requirements Definition effort exceed this allowance, additional charges may apply. A firm estimate will be provided in advance.			
Project Kickoff & Preliminary Design Discussions	1	Each	
Solution Design & Implementation Planning	1	Each	
Customized Skin (logo only)	1	Set(s)	
Customized Attract Loop Graphics (logo and color)	1	Set(s)	
Payment Processor Integration	**1**	Each	*0*
CIS Integration	1	Each	*0*
Merchant Services Integration	**0**	Each	
End-User Testing & Support	1	Each	
Custom Content Options			
Customized Skin (logo and 1 accent color)	0	Set(s)	
Custom Attract Loop Graphics / Digital Signage	0	Each	
Other (please specify)	0	Each	
Kiosk Powdercoat & Signage Customization			
Alternate Powdercoat Color	0	Set(s)	Not Included
Non-Standard/Custom Powdercoat Color	0	Set(s)	Not Included
Services to Tailor Kiosk Signage Artwork Templates (logo)	1	Set(s)	Included, Optional
Services to Create Custom Kiosk Signage Artwork	0	Set(s)	Not Included
Implementation & Deployment Services			
Pre-Shipment Services			
Hardware/Software/Content Integration & Testing (Standard Kiosk)	1	Each	
Site Survey by qualified technical representative	1	Each	Included, Optional
Site Coordination by Project Manager	1	Site(s)	
Post-Shipment Services			
On-Site Hardware Setup & Installation (Standard Kiosk, CONUS)	1	Each	Included, Optional
Return Trip Charge if Site Not Ready (CONUS)	0	Each	Not Included
Telephone Support for On-Site Setup/Installation by Others	0	Each	Not Included
On-Site Training by DynaTouch Professional (CONUS)	1	Each	Included, Optional
Webinar Training by DynaTouch Professional	0	Each	
Post-Installation Professional Services	4	Hours	Included, Optional

Renewal / Option Years

Description	Qty	Unit	
Maintenance, Subscriptions & Ongoing Support Services			
Software Subscriptions (Software as a Service)			
Payment Software			
HUG Credit Card Payment Module	1	Each	Included, Optional
HUG Check Payment Module	1	Each	Included, Optional
HUG Cash Payment Module	1	Each	Included, Optional
HUG Administration Portal	1	Each	Included
Kiosk Management Software			
TIPS Pro Plus (Kiosk Client Module)	1	Each	
TIPS Remote Monitoring Module	1	Each	
Support Services			
Live Help Desk Support (Mon-Fri, 7am-7pm)	1	Each	
Component Repair/Replacement	1	Each	
On-Site Maintenance Support (CONUS)	1	Each	Included, Optional
Proactive Remote Monitoring Services	1	Each	Included, Optional
Post-Installation Professional Services	4	Hours	Included, Optional

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: 3/28/23

TO: Purchasing Division

FROM: Ashley Sepulveda

Purchase Requisition # _____

Estimated Total Cost: $ 60,461

Proposed Vendor: DynaTouch Corporation

Request Term: 3/28/23-6/30/23

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:

Invoice Cloud is the City's utility billing on-line payment processor and DynaTouch is the sole source kiosk vendor to integrate with Invoice Cloud

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*:**

Other kiosks will require additional services and modifications to systems and software.

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.

Aimee Hoover Cindy Tryon Elena Pfeifer

5. Explain what action(s) the department would take if the sole/single source services were no longer available

The department would need to seek additional services and current software modifications.

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

Ashley Deem-Sepulveda Digitally signed by Ashley Deem-Sepulveda Date: 2023.03.28 15:05:37 -07'00' 03/28/23

Prepared by Date

Danielle Garcia Digitally signed by Danielle Garcia DN: cn=Danielle Garcia, o=City of Redkands, ou=Management Services, email=dgarcia@cityofredlands.org, c=US Date: 2023.03.30 17:35:49 -07'00' 3/30/2023

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Terms & Conditions

Contract Terms

DynaTouch will provide one or more kiosks, as well as additional and necessary services, pursuant to the within and foregoing Quote. The kiosks will be provided in one of two fashions, as indicated on the foregoing Quote:

1. Purchase of the Kiosks ("Standard Purchase"); or
2. Kiosk as a Service ("KaaS").

Rights Granted and Reserved:

The right to use the kiosks (for KaaS purchases) and the software (for Standard and KaaS sales) provided by DynaTouch (the "Platform") pursuant to the following conditions:

1. The Platform may be used by the Customer only as specifically provided in this Agreement or in a writing signed by DynaTouch.
2. Customer shall use the Platforms as provided and shall not (i) modify for any purpose other than in connection with Customer's primary business or operations; (ii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of DynaTouch Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of DynaTouch Software; (iv) rent, lease, lend, or use the Platform for time-sharing or bureau use or to publish or host platform for others to use; or (v) take any actions that would cause the Platform or its component Software to become subject to any open source or quasi-open source license agreement. Customer shall be wholly liable to DynaTouch for any misuse of the Software as set forth in this Paragraph.
3. Customer acknowledges that the Platform, including all related Software, and all copies thereof and trade secrets and other intellectual property rights related thereto, are and shall remain the sole and exclusive property of DynaTouch. Except as expressly permitted herein, Customer agrees not to disclose or otherwise make available any part of the Platform to any third person, except the designated Customer employees who have a business need to view the Platform in the course of their employment with Customer.
4. Customer agrees to take reasonable and necessary precautions to secure and protect the Platform, the kiosks and the Software. Customer likewise agrees to provide a secure physical location with sufficient electrical power for all Platform equipment located at the Customer's site. Customer shall defend, indemnify and hold harmless DynaTouch for any losses or damages caused by a failure of kiosk site security and criminal misconduct directed at or involving or impacting the kiosk(s).

Delivery

Estimated Delivery: 12-16 weeks after receipt of a signed agreement and purchase order (including any agreed upon deposits for a Standard Purchase. Subject to supply chain availability. Delivery date will be confirmed dur the initial project management phase of the project

Shipping

FOB Origin. Shipping is not included in the price unless specifically discussed with client and reflected on the price quote. Customer may be responsible for any return shipping costs.

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Travel and Expenses

The customer is responsible for all travel and expenses incurred in the course of providing the goods or services specified in the agreement unless all and total travel expenses are already included in the approved quote by the customer. If included, no additional payments for travel or travel related expenses beyond the original signed quote will be incurred unless agreed to in writing by and between parties. Future travel expenses, if any, will be pursuant to then current guidelines. All travel will comply with the current Harris travel policy. The policy will be provided upon request. Travel expenses include, but are not limited to, transportation costs, lodging, meals, and any other expenses related to travel. The customer agrees to pay all travel and expenses in full within 30 days of receipt of the invoice. If the customer disputes any travel and expense charges, they must provide documentation of the disputed charges within 14 days of receipt of the invoice.

Term

For a KaaS agreement, the term shall be either thirty-six (36) or sixty (60) months from the date hereof (refer to quote for actual term). This Agreement shall automatically renew for an additional twelve (12) month term unless one party gives the other sixty (60) days prior written notice of termination at the end of the Term as defined below or upon termination of this Agreement, whichever occurs first, both parties agree the Customer will remit any remaining outstanding balance owed in full and assumes ownership of the Kiosk Hardware.

Termination

Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured for more than thirty (30) days after receipt of written notice of such breach. There is no termination for convenience. In the event of termination for cause other than for breach by DynaTouch in the first two years of the term of this Agreement, all remaining sums due and owing under this Agreement for the first two years shall immediately become due and payable.

Upon termination, Customer is responsible for and retains title to and ownership of the kiosk hardware. Any Software Licenses are not transferrable and not authorized for use without a current support agreement. It is specifically understood that early termination for any reason accelerates all remaining KaaS payments and immediately transfers ownership of the kiosk to the Customer.

DynaTouch acknowledges that funding for this Agreement is conditioned upon appropriation by Customer's City Council to support the activities described in this Terms and Conditions. By written notice to DynaTouch, Customer may prospectively terminate this Agreement, in whole or in part, for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way by the Customer's City Council.

Limitation of Liability

DynaTouch and Customer recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of DynaTouch arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and DynaTouch's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

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i. EXCEPT FOR CLAIMS ARISING FROM DYANTOUCH'S INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS HEREINBELOW, BOTH PARTIES AGREE THAT DYNATOUCH'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORTINCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY,
FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE FEES PAID TO DYNATOUCH BY THE CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.

ii. IN ADDITION TO THE FOREGOING, DYNATOUCH SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND IRRESPECTIVE OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRR ESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.

iv. UNDER NO CIRCUMSTANCES WILL DYNATOUCH BE RESPONSIBLE FOR ANY SERVICES RELATED TO THE RECEIPT OF CASH FROM CUSTOMERS (INCLUDING THE QUALITY OF BILLS TENDERED) OR ITS REMOVAL VIA ARMORED CAR OR OTHERWISE.

v. This provision does not apply to any claims, lawsuits, causes of action, liabilities, judgments, losses arising from DynaTouch's alleged violations of intellectual property laws.

Intellectual Property Indemnity

iv. UNDER NO CIRCUMSTANCES WILL DYNATOUCH BE RESPONSIBLE FOR ANY SERVICES RELATED TO THE RECEIPT OF CASH FROM CUSTOMERS (INCLUDING THE QUALITY OF BILLS TENDERED) OR ITS REMOVAL VIA ARMORED CAR OR OTHERWISE.

Intellectual Property Indemnity

1. In the event there is a third party claim against Customer alleging that Customer's use of the DynaTouch Software in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trademark or trade secret or other intellectual property that is valid and enforceable in Customer's jurisdiction, DynaTouch shall, at its expense, defend and indemnify Customer and pay any final judgment (including all damages awarded against Customer) against Customer or settlement agreed to by DynaTouch on Customer's behalf. This indemnity is only effective where (i) Customer has not made any admissions or begun settlement negotiations either prior to or after providing notice to DynaTouch of the applicable claim except with DynaTouch's prior written consent, (ii) DynaTouch has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) Customer assists and provides information to DynaTouch

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throughout the action or proceeding, and (iv) Customer has not modified the Software in any manner whatsoever except with the prior written consent of DynaTouch.

2. DynaTouch' liability for any claims under this Intellectual Property Indemnity section shall be reduced to the extent such claim arises from;
   i alterations or modifications to the Software by Customer or a third party in any manner whatsoever except with the prior written consent of DynaTouch;
   ii combination, integration or use of the Software with software, hardware or other materials not approved by DynaTouch where such claim would not have arisen but for such combination, integration or use;
   iii use of the Software other than in compliance with this Agreement;
   iv compliance with the Customer's written instructions or specifications; or
   v use of the Software after notice from DynaTouch that it should cease due to possible infringement.

3. Any breach by Customer of its covenants under this Intellectual Property Indemnity section shall nullify this indemnity but not the sole right of DynaTouch to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Customer's use of the Software is finally held to be infringing or DynaTouch deems that it may be held to be infringing, Customer agrees that the only remedy available to it is that DynaTouch shall be, at DynaTouch's election, for DynaTouch to: (1) procure for the Customer the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

4. The foregoing states DynaTouch's entire liability, and the Customer's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trademark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.

5. Customer may, at Customer's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances related to the proceeding.

6. The indemnity provisions of this Intellectual Property Indemnity section shall not apply to any Third Party Software and DynaTouch shall have the right to substitute the licensor of the Third Party Software to perform DynaTouch's obligations hereunder and the Customer agrees to release DynaTouch from any obligations related to such Third Party Software.

Payment

The Period of Performance (POP) will be the first day of the month immediately following receipt of goods. The POP date is used to initiate the monthly invoicing agreed to in the Quote.

Payment shall otherwise be as set forth in the Quote. Unless otherwise specified in the Quote, for a Standard Purchase payment is 50% deposit due with order; balance due when ready to ship.

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We reserve the right to amend your payment terms if requested credit information is insufficient. Credit card purchases are acceptable, subject to additional standard fees charged to the customer of 3% of total amount charged. DynaTouch accepts VISA and MasterCard. Credit card orders require full cardholder information at the time of placing an order. The Tender of Delivery Notice may be transmitted electronically. State resale license required for nontaxable purchases in the state of Texas.

Return Policy for Standard Purchases

All sales are final.

Return Check Charge

DynaTouch will impose a $50 return check charge for all checks returned to us unpaid.

No Liens or Security Interests for KaaS sales

The kiosks supplied pursuant to this Agreement shall be and remain the property of DynaTouch. Customer will not permit any liens or security interests to attach to said kiosks.

Security Interests for Standard Purchases

DynaTouch reserves a purchase money security interest in all products purchased to secure payment. You agree to cooperate with any filings necessary to protect such security interests, as and if requested.

Default

You are in default of this Agreement if you: (a) fail to pay the Balance Due by the due date, (b) breach any other term or condition of this Agreement, (c) have made a material misrepresentation or misstatement in the Application, financial statement or other document submitted to us in connection with this Agreement, (d) become the subject of a bankruptcy, receivership or other insolvency proceeding. If you default on this Agreement, we may (i) declare all amounts owed on this Agreement to be immediately due and payable, (ii) commence a collection action for all amounts owed on this Agreement, (iii) retain and/or repossess all goods purchased on this Agreement and otherwise foreclose and enforce our Security Interest in accordance with applicable law, (iv) exercise all other rights and remedies accorded to us by law. You agree to pay our costs of collection, including reasonable attorney's fees and expenses. If for any reason this this Agreement terminates prior to the end of a term, you agree that any remaining obligations for payment pursuant to this agreement will be immediately due and owing.

Warranty

DynaTouch hereby warrants that each component manufactured or supplied directly by DynaTouch will be free of defects in material and workmanship for a period of one (1) year after shipment (the ""Warranty Period""), with optional extended warranties offered (see Quote details). During the Warranty Period, if On-Site Maintenance Services are NOT included, Customer shall return defective parts to DynaTouch at Customer's expense. DynaTouch shall repair or replace any defective component within thirty (30) days of receipt, at DynaTouch's expense, including all return shipping expenses. Notwithstanding the foregoing, this warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer, subcontractor, or supplier thereof. DynaTouch does not warrant any component supplied by customer or its suppliers. DynaTouch's warranty may be voided by misuse, accident, modification, unsuitable

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physical or operating environment, improper maintenance by Customer or Customer's service organizations, removal or alteration of part identification, or failure caused by a product for which DynaTouch is not responsible.

Warranty Disclaimer

DYNATOUCH DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE EXPRESSLY STATED HEREIN. DYNATOUCH WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD.

Credit Approval

This Agreement shall not be effective and binding on us and this Agreement shall not be active until such time as we have advised you it has been approved by our Accounting Office.

Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of California. Venue for any action relating to this Agreement shall be the federal courts for Riverside County; provided, however, that if subject matter jurisdiction is improper in said federal courts, it shall be had in the state courts of San Bernandino County.

Assignment

DynaTouch may not sell, assign and/or transfer any or all of this Agreement or any balances due thereunder without your consent which consent shall not be unreasonably withheld. You may not sell, assign or transfer your Obligation without DynaTouch’s consent which consent shall not be unreasonably withheld

Entire Agreement

This Agreement constitutes the entire agreement between you and DynaTouch and supersedes all of our prior written and oral agreements and understandings relating to the subject. DynaTouch may at any time, subject to applicable law, change or alter the terms and conditions stated herein governing the Agreement with the prior written consent of Customer. DynaTouch, within this agreement is referred to as "DynaTouch" and the words "you" and "your" refer to the Customer for which this quote is being processed. This Agreement will not be interpreted more favorably for or against a party on account of drafting.

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Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

DynaTouch

Signature: _____

Name: _____

Title: _____

Date: _____

Ship To (Please Complete)

_____

_____

_____

_____

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City Council/Successor Agency Meeting **J. 10.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an intergovernmental purchase of Pure Storage Storage Area Network (SAN) hardware, for server storage enhancements from Presidio Networked Solutions Group, LLC, in the amount of $67,488.75 (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 Pure Storage Storage Area Network (SAN) hardware, for server storage enhancements from Presidio Networked Solutions Group, LLC, in the amount of $67,488.75.

RECOMMENDATION:

Staff recommends that the City Council approve an intergovernmental purchase of Pure Storage Storage Area Network (SAN) hardware, for server storage enhancements from Presidio Networked Solutions Group, LLC, in the amount of $67,488.75.

DISCUSSION:

Technology standards are critical in order for the City to maintain daily operations without service interruptions. Aged technology components can provide interoperability issues with newer technology solutions. It is also paramount to maintaining service level support on all critical components.

The replacement of the City's storage area network (SAN) will not only provide advanced storage and de-duplication features, but will bring the hardware back under an active hardware maintenance contract. The new SAN will provide some of the newer technology trends that may provide opportunities to improve

services and efficiency within the City's operations. Some of these trends include:

- 100% all-flash NVMe array storage (newest storage disk technology)
- Always-on ransomware remediation with SafeMode snapshots (data preservation)
- Industry-leading 5:1 data deduction average with de-duplication (highest efficiency storage)

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 enabled 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 required system reliability necessary for the City's operations.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

PREPARED BY:
Eric Owens, IT Manager

Fiscal Impact

Fiscal Year:	FY 2022-23
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$67,488.75
Budgeted Y/N:	Y
Account No.:	604900
Discussion:	

Attachments

Pure Storage NASPO Contract
Pure Storage NASPO Contract Amendment/Extension
SAN Quote
Cooperative and Intergovernmental Form

STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
WITH
PURE STORAGE
FOR
COMPUTER EQUIPMENT: Storage including Related Peripherals & Services

To:	Pure Storage, Incorporated Suite 260 650 Castro Street Mountain View, California 94041 Contract Administrator: Melanie Stevens mels@purestorage.com Phone: 206-708-50007	CONTRACT NO: CONTRACT PERIOD: Through EXTENSION OPTION:	MNWNC-125 April 1, 2015, or upon final executed signatures, whichever is later March 31, 2017 UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement; 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. PURE STORAGE, INCORPORATED
The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Dan Heydenfeldt
Signature
DAN HEYDENFELDT
Printed Name
Title: VP Global Field Operations
Date: 3/5/15

By: _____
Signature
_____
Printed Name
Title: _____
Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Jon Kahle
Title: Master Agreement Administrator
Date: 3/19/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: _____
Date: Original signed

MAR 19 2015

By Lucas J. Jannett

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

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COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

SUMMARY

1. **BACKGROUND**. The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi–state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

   The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

   Band 5: Storage

   The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.

3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

   The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ $10,000 for a total purchase price of $100,000).

ITEM	CONFIGURATION*
Server	$500,000
Storage	$500,000
Desktops	$ 10,000
Laptops	$ 10,000
Tablets	$ 5,000
Peripherals	$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required **to solely support** wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

   All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**
   a. A Participating Entity's Participating Addendum ("PA");
   b. Minnesota WSCA-NASPO Master Agreement
   c. The Solicitation including all Addendums; and
   d. Contract Vendor's response to the Solicitation

   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. Contract Vendor 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 the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.

4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

   The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.

7. **MASTER AGREEMENT ADMINISTRATOR**. The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

   By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

   If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:
   a. clearly mark all trade secret materials at the time the information is submitted;
   b. include a statement with regard to the information justifying the trade secret designation for each item; and,
   c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. **IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

    RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

    A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

    a. gives the responder taking the exception a competitive advantage over other vendors; or,
    b. gives the Lead State something significantly different from that which the Lead State requested.

14. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. **NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

    STATE OF MINNESOTA:
    MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
    50 Sherburne Avenue
    112 Administration Bldg.
    St. Paul, MN 55155
    651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

   Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
   1. A Participating Entity's Participating Addendum ("PA");
   2. Minnesota WSCA-NASPO Master Agreement
   3. The Solicitation including all addendums; and
   4. Contract Vendor's response to the Solicitation

   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. Contract Vendor 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. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.

4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor 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 to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor 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 WSCA-NASPO Master Agreement Administrator.

6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.**
   7.1 Confidentiality. Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating 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 Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to 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 the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor 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 Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor 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 Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating 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. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT**. The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

   In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**
   a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
      i. Nonperformance of contractual requirements; or
      ii. A material breach of any term or condition of this Master Agreement; or
      iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
      iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
      v. Any default specified in another section of this Master Agreement.
   b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an

opportunity to cure the default. The 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 Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
   i. Exercise any remedy provided by law; and
   ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
   iii. Impose liquidated damages as provided in this Master Agreement; and
   iv. Suspend Contract Vendor from receiving future bid solicitations; and
   v. Suspend Contract Vendor's performance; and
   vi. Withhold payment until the default is remedied.

d. 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 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.

10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.

11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. **GOVERNING LAW.** This procurement and the resulting 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 any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. **INDEMNIFICATION. DELETED SEE SECTION 2C17.**

14. **INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17**

15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating 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 to recover any costs allowed 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 Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. **INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.**

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

    If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/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 and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other 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.
24. **PAYMENT.** Payment for completion of an order under this Master Agreement 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 Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month

on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

25. **PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

26. **RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

    The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

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

    The rights and obligations herein right 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 Master Agreement Administrator to review compliance with those obligations.

    Records will be retained longer if required by Participating Entity's law.

27. **REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.

    a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).

    b. Detailed Sales Data. Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; 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 no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

       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 Section 6, 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 Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.

    d. 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 WSCA-NASPO 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.

28. ACCEPTANCE AND ACCEPTANCE TESTING

A. **Acceptance.** Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. **Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT.

OWNERSHIP

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.

b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

31. WAIVER OF BREACH. Failure of Lead State Master Agreement Administrator, 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 or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements 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, a Participating Addendum, or order.

32. WARRANTY. The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the 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.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor 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 so ordered by the court.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.

2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

   Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

   Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT http://mn.gov/oet/policies-and-standards/accessibility/#.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.

4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.

5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETE

6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
   a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
      Instructions for certification:
      1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

      2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

   1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already

established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf.

11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.

13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.

14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

    In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

    The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

    a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of $100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds $100,000 whether it will be a multiple

award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds $100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance

by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. **INDEMNIFICATION** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

    If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

    INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

    If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law

18. **JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

19. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

20. **NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

    a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

    b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

    c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

    d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

21. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

22. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
    - a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
    - the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
    - the Contract Vendor has an unfair competitive advantage.

    The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract,""Contract Vendor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

23. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.** Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

    Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

24. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

25. **PREFERENCE.**
    Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first $500,000 of the response to

the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.usunder "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first $500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

26. PUBLIC INFORMATION. Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

27. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

28. PURCHASE ORDERS. The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract

29. RIGHTS RESERVED. Notwithstanding anything to the contrary, the State reserves the right to:

a. reject any and all responses received;
b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and

f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

30. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

31. **SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

32. **STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

33. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.

34. **TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37

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EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 5: Storage.

2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.

3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.

4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.

5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.

6. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

7. **BULK/VOLUME PRICING**. Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.

8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.

9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: http://www.wnpsp.com/index.html. States and other Participating Entities can choose to purchase these packages without any signing additional documents.

10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.

11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.

13. **FREIGHT**. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.

14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.

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EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICE LIST: PURESTORAGE MSRP		**POSTED ON WSCA-NASPO SITE**
2. BAND DISCOUNTS	**CATEGORY**	**MINIMUM DISCOUNT**
BAND 5 STORAGE	5M	37%

IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.

3. THIRD PARTY PRODUCTS – NONE OFFERED

4. SERVICES – 10%

Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of hardware includes a one year next business day response warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information see: **http://www.purestorage.com/flash-array/cloudassist.html**

Installation is included.

Advanced (Next Business Day response) comes in 1, 3, 4 & 5 year terms.
Premium (4 Hour response) in 1, 3, 4 & 5 year terms.
"Next Best Available" for customers who want assistance in upgrades provides a guaranteed 72 hour guaranteed response.
"No Forklift Upgrade" approach provides free upgrades to controllers every 3 years.
See website for details.

5. LEASING

Participating Addendum may identify if and how leasing agreement terms will be conducted.

6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.

a. **Per Transaction Multiple Unit:**
$200,000 - $300,000 Additional 7% (44%)
$300,001 - $400,000 Additional 7% (51%)
$400,001 - $500,000 Additional 7% (58%)
$500,001 and over Additional 4% (62%)

b. **Cumulative Discount based on Total Master Agreement Sales and will be reviewed annually. Additional discount will be provided as the following threshold is met:**

Threshold	Discount
$1,000,000 - $2,000,000	1.5%
$2,000,001 - $3,000,000	2.0%
$3,000,001 - $4,000,000	2.5%
$4,000,001 and over	3.0%

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EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
   a. Band number
   b. Part # - SKU #
   c. Manufacturer
   d. Description
   e. Minimum Discount
   f. Category Code (This code will be refined during the approval process)
   g. Other fields approved by the Lead State

2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ **DATE:** _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
   a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
   b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
   c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
   d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form
   e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.

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EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.

2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
   a) Baseline Price List and historic versions
   b) Approved Product and Service Schedule (PSS)
   c) Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
   d) Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
   e) Link to the WSCA-NASPO EmarketCenter
   f) Online ordering capability with the ability to remember multiple ship to locations if applicable to product
   g) Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
   h) Sales representatives for participating entities
   i) Purchase order tracking
   j) Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
   k) Additional Terms may not be posted on the Website without written approval of the Lead State
   l) Link to the WSCA-NASPO EmarketCenter if a State is participating
   m) Information on accessibility and accessible products
   n) If participating in Premium Savings Package Program, lead with these products and display prominently on the website
   o) Links to environmental certification, including but not limited to take-back/recycling programs,
   p) Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf
   q) Service options, service agreements for negotiations when allowed by a participating addendum
   r) EPEAT, Energy Star, etc.
   s) Link to Signed Participating Addendums
   t) Link to Signed Master Agreement
   u) Link to solicitation and Response

3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.

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EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement #_____with _____(Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____
Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

___Update of Product & Service Schedule	Provide summary of additions, deletions and pricing changes.
NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED	
___Quarterly Self Audit	Check this box to verify the Quarterly Self Audit has been completed
___Third Party Product Addition	Provide warranty Guarantee
___Marketing Approval	Attach Materials for review
___Material Website Change	Describe and provide link for review
___Miscellaneous Inquiry	Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

Title of Requester: _____

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EXHIBIT E - ACTION REQUST FORM (ARF)

ACTION REQUEST FORM
LOG

Submit updated Action Log with each update. Log must provide history of previous update.

CONTRACT VENDOR:_____

Contact Name and Email (for questions):_____

DATE:_____

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED

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EXHIBIT F - REPORTING

1. **OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.

2. **DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. **REQUIRED REPORTS:**

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.
Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.
Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.
BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.
BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.
BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement.~~ BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.
Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)
Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.
Components. Parts that make up a computer configuration.
Configuration. The combination of hardware and software components that make up the total functioning system.
Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. https://www.revisor.mn.gov/statutes/?id=16C.08

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories. Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**
Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.
Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See http://www.wnpsp.com/index.html.
Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.
Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.
Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.
Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.
Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.
Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.
Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.
Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.
Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.
Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.
Warranty. The Manufacturers general warranty tied to the product at the time of purchase.
Wide Area Network or **WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.
WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

AMENDMENT NO. 6 TO NASPO MASTER AGREEMENT NO. MNWNC-125

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Pure Storage, Incorporated, 650 Castro St, Ste 260, Mountain View, CA 94041 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-125, April 1, 2015, through February 28, 2023 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-125 is extended through July 31, 2023, at the same prices, terms, and conditions.

This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Pure Storage, Incorporated

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Michael Wiseman
Signature 6654D9C0191442F...

Michael Wiseman
Printed Name

Title: Vice President, Public Sector

Date: 12/21/2022

By: _____
Signature

_____
Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: DocuSigned by: Elizabeth M. Randa
742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 2/1/2023

3. Commissioner of Administration

Or delegated representative.

By: DocuSigned by: Andy Doran
68D02A26D7604BA...

Date: 2/1/2023

PRESIDIO

QUOTE: 2003223306135-01

DATE: 04/26/2023

TO:
City of Redlands
Eric Owens
35 Cajon Street
Redlands, CA 92373

eowens@cityofredlands.org
(p) (909) 798-7600
(f) (909) 335-4762

FROM:
Presidio Networked Solutions Group, LLC
Joe Bowman
5000 Hopyard Rd
Suite 188
Pleasanton, CA 94588

josephbowman@presidio.com
(p) +1.925.568.2470

BILL TO:
City of Redlands
Accounts Payable
PO BOX 3005
Redlands, CA 92373

accountspayable@cityofredlands.org
(p) (909) 335-4789

SHIP TO:
MSD-IT
Eric Owens
35 Cajon St
Ste 10
Redlands, CA 92373

eowens@cityofredlands.org
(p) (909) 798-7600

Customer#: CITYO785

Contract Vehicle: California NASPO ValuePoint Pure Storage MNWNC-125 CA# 7-15-70-34-019

Account Manager: Joe Bowman
Inside Sales Rep: Joe Dykhuis
Title: City of Redlands - Pure Storage X22 Silver

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
1	FA-X20R3-ETH-22TB-22/0-EMEZZ	Pure Storage FlashArray X20R3-ETH- 22TB-22/0-EMEZZ	$164,070.00	$52,500.00	1.0000	68.00%	$164,070.00	$52,500.00
2	PS-FLASHARRAY-REMOTE-INSTALL	FlashArray Remote Installation Service	$2,100.00	$1,995.00	1	5.00%	$2,100.00	$1,995.00
3	FA-X20R3-22TB 1MO,PRM,SILVER	FA-X20R3-22TB 1 Month Evergreen Silver Subscription, 4 Hour Delivery, 24/7 Support	$854.00	$700.00	12	18.03%	$10,248.00	$8,400.00

Total List Price:	**$176,418.00**
Sub Total:	**$62,895.00**
Estimated Tax:	**$4,593.75**
Grand Total:	**$67,488.75**

****** Any Tax & Freight Charges will be added/amended at time of billing, as applicable. Sales tax and shipping are estimated and subject to change.***

THIS QUOTE IS GOVERNED BY THE TERMS AND CONDITIONS OF NAPSO VALUEPOINT PURE STORAGE CONTRACT MNWNC-125 CALIFORNIA 7-15-70-34-019

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
NAPSO VALUEPOINT PURE STORAGE CONTRACT MNWNC-125 CALIFORNIA 7-15-70-34-019

Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature Date

Intergovernmental/ Piggyback Contract Use Request

(Attach to PR form)

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

Original Contracting Entity: National Association of State Procurement Officials (NASPO)
Contract#: MNWNC-125 CALIFORNIA 7-15-70-34-019
Contract Term: 4/1/2015 - 7/31/2023
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
Pure Storage FlashArray X20R3-ETH- 22TB-22/0- EMEZZ		$ 52,500.00
FlashArray Remote Installation Service		$ 1,995.00
FA-X20R3-22TB 1 Month Evergreen Silver Subscription		$ 8,400.00
Tax		$ 4,593.75
	Grand Total	$ 67,488.75

Vendor:	Presidio Networked Solutions Group
Contact:	Joe Bowman
Address 1:	5000 Hopyard Rd
Address 2:	Suite 188
City/State/Zip:	Pleasanton, CA 94588
Telephone:	925-568-2470
Fax:	
Web/E-Mail:	josephbowman@presidio.com

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

Purchasing Agent Approval: _____ Date: _____

City Manager Approval: _____ Date: _____

City Council/Successor Agency Meeting **J. 11.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the San Bernardino Basin Groundwater Council Framework Agreement and authorization for the City Manager to execute the Amendment (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council approve the First Amendment to the San Bernardino Basin Groundwater Council Framework Agreement and authorize the City Manager, or his designee, to execute the Amendment.

RECOMMENDATION:

Staff recommends City Council approval of a First Amendment to the San Bernardino Basin Groundwater Council Framework Agreement and authorization for the City Manager, or his designee, to execute the Amendment.

DISCUSSION:

For two (2) decades, the San Bernardino Valley has experienced historically low rainfall, resulting in all-time low groundwater storage levels for the San Bernardino Basin. In September 2014, the California Legislature enacted the Sustainable Groundwater Management Act of 2014 (SGMA), which established a statewide framework for sustainable management of groundwater resources and granted new authority and responsibility to local agencies. While adjudicated basins, such as the San Bernardino Basin Area (SBBA), are not subject to most provisions of the act, water managers are expected to responsibly manage the SBBA in accordance with common sustainability principles. Using SGMA as a model to achieve water supply reliability and long-term groundwater

sustainability, local water agencies began meeting to identify and develop a Groundwater Sustainability Council for the SBBA, now known as the Groundwater Council (GC), in 2015.

Early efforts in the development of the GC included identifying water resources to ensure a sustainable water supply into the future and to equitably share the cost of those resources among SBBA pumpers. Ultimately, the GC developed two (2) primary tools to sustain the SBBA: 1) a method to allocate the costs of sustainable basin management, and 2) a five-year agreement that establishes an organizational structure to administer the process, known as the San Bernardino Basin Groundwater Council Framework Agreement (Agreement). The initial five-year term allows the parties to revisit the Agreement periodically to determine if changes or extensions are warranted.

The Agreement and the creation of the GC provide the funding, integration, and agency coordination necessary to manage imported water and associated groundwater replenishment facilities within the Basin. The GC partners collaborate to manage the basin, including accessing and applying imported water supplies to augment and complement native water supplies. The ultimate goals of the GC are to maintain the long-term yield of the basin by ensuring overdraft or other negative impacts are prevented in the future, and to take advantage of imported water replenishment opportunities as they arise. Participation in the GC is voluntary and is open to groundwater producers in the SBBA. Current members include the City of Colton, City of Rialto, City of San Bernardino Municipal Water Department, City of Loma Linda, East Valley Water District, West Valley Water District, San Bernardino Valley Municipal Water District, Fontana Water Company, Yucaipa Valley Water District, Bear Valley Mutual Water Company, Loma Linda University, and the City of Redlands. The City Council approved the Agreement and Redlands' GC membership in March 2021.

The GC members began meeting in early 2023 to discuss and draft updates to the Agreement. Although significant progress has been achieved, several issues are still being discussed by the GC members and a final Agreement is not anticipated to be available before the San Bernardino Valley Water Conservation District Fiscal Year 23/24 begins on July 1. An Amendment is necessary to extend the Agreement term by one (1) year to allow the GC members to fully develop the new Agreement.

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:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Discussion:

There is no fiscal impact associated with this action. The MUED budget includes funding for all GC costs.

Attachments

San Bernardino Basin Groundwater Council Framework Agreement

SBBA GC Framework Agreement First Amendment

Revised Equitable Allocation Model Budget

SAN BERNARDINO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT

This SAN BERNARDINO BASIN **GROUNDWATER COUNCIL FRAMEWORK AGREEMENT** ("**Agreement**") is entered into and effective this 23 day of February, 2018 by and among the City of Colton ("**Colton**"), the City of Redlands ("**Redlands**"), the City of Rialto ("**Rialto**"), the City of San Bernardino Municipal Water Department ("**SBMWD**"), City of Loma Linda ("**Loma Linda**"), East Valley Water District ("**East Valley**"), San Bernardino Valley Municipal Water District ("**Valley District**"), San Bernardino Valley Water Conservation District ("**Conservation District**"), Fontana Water Company ("**FWC**"), West Valley Water District ("**WVWD**"), Yucaipa Valley Water District ("**Yucaipa**"), Bear Valley Mutual Water Company ("**BVMWC**"), and Loma Linda University ("**LLU**") each of which is referred to as a "**Party**," for the purpose of coordinating the development and implementation of groundwater management activities that individually or cumulatively address groundwater management in the Bunker Hill Sub-basin of the Upper Santa Ana Valley Basin ("**Basin**"), and achieving groundwater sustainability throughout the Basin.

RECITALS

WHEREAS, the Parties to this Agreement all overlie, produce water from, or are otherwise interested in the management and long-term sustainability of the groundwater basin identified as the San Bernardino Basin Area; and

WHEREAS, California Department of Water Resources' ("**DWR**") Bulletin 118 defines the Upper Santa Ana Valley Bunker Hill Sub-basin (No. 8-002.06), the boundaries of which, as defined therein and as may be amended in the future, constitute the limits of the Basin covered hereunder. A map depicting that Basin is attached hereto as Exhibit A. DWR Bulletin 118 presently classifies the Bunker Hill Basin as high priority.

WHEREAS, surface water and groundwater supplies in large portions of the Basin are governed by a number of judicial decrees and contracts, including but not limited to the *Orange County Water District v. City of Chino et al.* (Orange County Superior Court, Case No. 117628, April 17, 1969) *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969); *Big Bear Municipal Water District v. North Fork Water Company,* San Bernardino Superior Court Case No. SCV 165493, and *City of San Bernardino v. Fontana Water Company*, San Bernardino Superior Court Case No.17030 (January 28, 1924).

WHEREAS, Water Code § 10720.8(a) identifies the San Bernardino Basin Area as an adjudicated area. As such, this area is exempt from the Sustainable Groundwater Management Act (SGMA) passed by the California Legislature in September 2014, other than providing certain kinds of data to DWR per Water Code § 10720.8(f).

WHEREAS, notwithstanding that the Basin is not required to comply with SGMA, the Parties to this Agreement wish to collaborate their efforts to identify their respective access to and application of imported water supplies, and to harmonize use of such supplies with available groundwater in the Basin. The goal is to ensure that the water imported into the Basin, and the

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facilities used to apply both imported and native water supplies to productive beneficial use, will all be maintained and managed in a manner that will be sustainable over the long-term. The Parties recognize that the key to success in this effort will be coordination of amounts and areas of recharge in different parts of the Basin, by acting in conjunction with other groundwater management entities active in portions of the Basin.

WHEREAS, the purpose of ensuring water supply reliability and long-term effectiveness and viability of recharge facilities has become even more important as a result of recently experienced low groundwater storage levels and the reduction of imported water supplies, due to environmental and other restrictions. One purpose of this Agreement is to facilitate the cooperation of the Parties to ensure a reliable and conjunctively utilized water supply of replenishment water that can prevent overdraft or other negative impacts from occurring during an extended drought, and for the foreseeable future.

WHEREAS, the Parties, individually and collectively, have the goal of cost effective cooperative groundwater management that considers the interests and concerns of all of the communities and parties that rely upon the Basin for their water supply.

WHEREAS, the Parties hereby enter into this Agreement to establish the San Bernardino Basin Groundwater Council ("**GC**") to undertake the preliminary steps necessary to prepare for and coordinate the management of groundwater supply resources throughout the Basin, and to coordinate maintenance of conveyance and recharge facilities to expedite such management. The GC will coordinate with existing groundwater management agencies in the Basin as well as the individual Ex Oficio participants, as defined below, and will be responsible for ensuring overall coordination and sustainable management of the Basin.

WHEREAS, the Parties have agreed that the preliminary steps of GC formation will include preparation of formation documents and procedures, the possible hiring of needed experts, and the development of a budget for this GC as memorialized in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 "***Agreement***" means this Groundwater Council Agreement.

1.1.2 "***Plaintiff***" means any of the following entities: City of Riverside, Riverside Highlands Water Company, Meeks and Daley Water Company, Regents of University of California, or Western Municipal Water District as named in the 1969 Judgment in Case Number 78426, *Western Municipal Water District of Riverside County et al. vs. East San Bernardino County Water District et al.*"

1.1.3 ***"Annual Basin Groundwater Report"*** shall mean the annual report prepared by the Groundwater Council, to cover topics including but not limited to the following: annual production, recharge, environmental issues, exchanges, and all other actions and topics material to groundwater conditions in the Basin. In preparing such report, the Groundwater Council may consult with, and draw from, data and information provided by the Watermaster and Conservation District and other reliable sources regarding annual groundwater conditions. The Annual Basin Groundwater Report is not intended to supplement or supplant the annual reports of the various Watermasters operating within the Basin that are filed with the Superior Court or any Watermasters' required reporting under the Sustainable Groundwater Management Act (SGMA).

1.1.4 ***"Basin"*** shall mean the Upper Santa Ana Valley Bunker Hill Groundwater Basin, Sub-basin 8-002.06, as designated in DWR's Bulletin No. 118, and as its boundaries may be modified from time to time through the procedures described in California Water Code § 10722.2.

1.1.5 ***"Groundwater Council"*** or ***"GC"*** or shall mean the Upper Santa Ana Valley Bunker Hill Basin Groundwater Council, the oversight body coordinating the management, replenishment, and preservation of groundwater supply and quality of the Basin. The GC shall be composed of representatives of each Party and should they decide to participate, a representative of any other groundwater management authority over any portion of the Basin, as further provided herein. The GC's duties shall include the integration and coordination of the use of imported water supplies for replenishment of the Basin, facilitation of implementation of GC policies and initiatives through the legal authorities of its members, management of budgeting and funding for the maintenance, development, and management of regional groundwater infrastructure, and dispute resolution that may occur within or between the Parties or Ex Oficio members of the GC.

1.1.6 ***"BTAC"*** shall mean the Basin Technical Advisory Committee, as originally created under the auspices of the Upper Santa Ana River Watershed Integrated Regional Water Management Plan, as such Committee may be modified from time to allow for the additional participation of one or more Parties to this Agreement. The BTAC may be tasked to undertake specified actions in support of the GC.

1.1.7 ***"Effective Date"*** shall mean the date that a majority of the Parties approve of and enter into the Agreement.

1.1.8 ***"Equitable Allocation"*** shall mean the manner of determining the facilities' operations and maintenance ("O&M") costs, and supplemental water cost, for each Party based on the annual approved budget. This allocation will be performed pursuant to the formulas and procedures described in Exhibit B of this Agreement. The allocation shall determine the portion of equitable O&M cost, and the portion of equitable water cost, to be apportioned to each Party or other participant for the applicable GC budget year. These allocations shall also be used to determine the voting weight afforded to each voting member of the GC, under this Agreement and further procedural processes as may be developed by the GC.

1.1.9 **"Ex Oficio participant"** shall mean those entities that participate in the GC by virtue of their status as plaintiffs or successors in interest to plaintiffs in *Western*

Municipal Water District of Riverside County v. East San Bernardino County Water District et al. (Riverside County Superior Court Case No. 78426, April 17, 1969), but which shall not be a considered Parties to this Agreement.

1.1.10 ***"Cost Share"*** shall mean that portion of the overall annual operating costs of the GC, assigned to a Party pursuant to the Equitable Allocation, as determined in the annual budget of the GC.

2. TERM

2.1 This Agreement shall become operative on the Effective Date. If an eligible Party has not executed this Agreement by june 30, 2018, such party may join this GC Agreement only as an additional member of the GC, pursuant to Section 3.5, below.

2.2 This Agreement shall remain in effect for a period of five (5) years following the Effective Date, unless earlier terminated by the unanimous written consent of all then-active Parties, provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the GC that was previously approved by the GC.

2.3 Any Party shall have the ability to withdraw from this Agreement upon serving written notice of its intention to withdraw on all other Parties at least twelve (12) months before that Party's withdrawal becomes effective. Such notice shall be served on the GC at a regularly scheduled meeting and on each of the Parties to this Agreement separately. The withdrawing Party may withdraw upon eighty percent (80%) approval of the voting members of the GC.

2.4 Any Ex Oficio participant in the GC shall have the ability to withdraw from participation in the GC upon thirty (30) days written notice to the Parties.

3. COUNCIL CREATION AND PURPOSE

3.1 Creation of the GC. There is hereby created the Upper Santa Ana Valley Bunker Hill Basin Groundwater Council. The GC shall be, to the extent permitted by law, the forum within which the Parties shall coordinate the access to and utilization of imported water supplies for application to the recharge and replenishment of the Basin, and for the maintenance, and repair of recharge and conveyance facilities for both native and imported supplies to replenish the Basin, consistent with applicable law and judicial decrees.

3.2 Purpose of the Agreement. The purpose of this Agreement, and the creation of the GC, is to provide for the funding, integration, and coordination of the management of imported water and associated groundwater replenishment facilities of the Basin. The purpose is also the facilitation of implementation of policies and initiatives through the legal authorities of one or more Parties, for the purpose of cooperatively managing certain aspects of the Basin, including but not limited to accessing and applying imported water supplies to augment and complement native water supplies, toward the goal of maintaining the long-term yield of the Basin and ensuring that overdraft or other negative impacts are prevented in the future and eliminated over time; and undertaking imported water replenishment activities that are approved by the GC and included in the annual approved budget.

3.3 Membership of the GC. The GC shall consist of a representative from each Party. One party may serve in multiple representative roles, and this will be accounted for in the Equitable Allocation. GC Members shall be appointed in the manner set forth in Section 3.4 of this Agreement.

3.4 Appointment of Members to the GC. Each Party or other entity entitled to membership on the GC shall appoint one representative member of the GC, who shall be the senior executive management level employee of the Party, or a senior executive management-level employee of other recognized groundwater management entity. Each eligible member may determine its own process for appointing its representative member. Members of the GC shall serve throughout the term of this agreement, provided that such members may be subject to removal and replacement by the appointing Party in the event the representative is no longer in the employ of the appointing Party.

3.5 Additional Members. The GC may permit admission of additional members upon an eighty percent (80%)vote of the Equitable Allocation weighted votes among all then-existing Parties, upon such terms and conditions as the GC in its discretion may impose. Such conditions may include requiring contributions to any GC initiatives for securing imported water supplies, or maintenance and operations expenses of groundwater replenishment facilities, to assure equitable distribution of the costs of such initiatives or facilities to those benefitting from them.

3.6 Ex Oficio Participants. The GC shall include the plaintiff parties or the successors in interest to the plaintiff parties in *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969) as "Ex Oficio" participants, unless any Ex-Oficio participant withdraws from the GC pursuant to Section 2.4, above. Such Ex-Oficio participants shall not have the ability to vote on any matters before the GC, but shall be permitted to provide input and other support for GC efforts. Notwithstanding any other provision of this Agreement, and except as otherwise provided in other agreements, judgments or settlements, Ex Oficio participants shall not be liable for any costs or fees associated with the GC or its activities related to importing groundwater into the Basin and shall not be considered "members" of the GC as that term is used in this Agreement. Ex Oficio participants may jointly execute a separate agreement with the Conservation District that will provide for the annual payment of no more than 27.95% of costs associated with the recharge of native waters.

4. COUNCIL MEETINGS AND ACTIONS

4.1 Initial Meeting. The initial meeting of the GC shall be held at a location overlying the Basin within forty-five days (45) days of the Effective Date of this Agreement. At the initial meeting the GC shall select a President to chair its meetings, a Vice President to serve if the President is unavailable, a Secretary to record GC proceedings and actions, and any other officers it deems appropriate to the successful and efficient conduct of its business.

4.2 Regular Meeting Schedule and Rules of Proceeding. The GC shall establish a regular meeting time and place at its initial meeting. The GC may vote to change the regular meeting time and place, provided that the new location remains at a place overlying the Basin.

The GC may adopt, promulgate, repeal, or revise further rules of debate, presentation of motions, voting and proxies, process, or proceedings, as it may deem appropriate.

4.3 Quorum. A quorum of the GC shall consist of majority of the total Equitable Allocation weighted votes among all voting members. In the absence of a quorum, no business may be transacted beyond the adjournment of a meeting by the remaining members. For efficiency, business may be discussed and action recommended for the consent calendar ratification at the next regular meeting. A member shall be deemed present for the determination of a quorum if the member is present at the meeting in person, or if they participate in the meeting telephonically upon such rules and procedures as the GC may promulgate.

4.4 GC Voting Rights. Each voting member of the GC shall have its Equitable Allocation weighted vote, as such may be revised from time to time either (a) pursuant to pre-negotiated mechanisms for the adjustment of the Equitable Allocation, due to fluctuations in the groundwater production or other criteria on which the initial Equitable Allocation is based, or (b) by an eighty percent (80%) vote of the total Equitable Allocation voting weight held by all voting members. Exhibit B indicates the voting rights of each party, and shall be modified periodically as specified in the procedures included in Exhibit B.

4.4.1 Fiscal items, including but not limited to, approval of the annual budget of the GC and any expenditures, shall require an affirmative vote by a supermajority constituting eighty percent (80%) of all Equitable Allocation voting weight. To the extent the GC may form groups which contain less than all members for projects where not all members are participants, such committees will have an additional committee agreement identifying the requirements of committee members, and voting requirements attending fiscal obligations of such committees.

4.4.2 Any change in annual contributions necessary to support the work of the GC shall require an affirmative vote by a supermajority constituting eighty percent (80%) of all of all Equitable Allocation voting weight.

4.5 Minutes. The GC shall cause minutes to be kept of all meetings of the GC and any appointed Standing Committees. The GC shall further cause a copy of draft minutes to be forwarded to each member of the GC and to each Party and Ex Oficio member, which may be done electronically, or by way of posting to a commonly available website or digital portal.

4.6 Annual Budgeting and Expenditure Approval.

4.6.1 The fiscal year of the GC shall be July 1 through June 30. The GC shall develop, circulate, and approve an annual budget for the funding of bringing imported water supply to the Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Basin. The Budget shall be prepared by a Budget Committee, which shall consist of three (3) member Parties of the GC appointed by a qualifying vote of at least 80% of the weighted Equitable Allocation, no later than January 31 of the fiscal year prior to the one for which the budget is to operate. The Budget Committee shall coordinate with BTAC and Valley District as the State Water Project Contractor, to determine the likely allocation of available State Water Project imported water supplies, and other available non-native sources of imported water, the likely unit cost of such imported water, and the recharge needs of the Basin, in terms of quantities of water, locations where Basin conditions would most benefit from imported recharge, condition and availability of facilities to accomplish such recharge, and cost. From these sources, the Budget Committee shall prepare a budget that recommends all of the following:

(a) the amount of imported water supplies proposed to be bought or otherwise acquired by GC members in the coming year;

(b) the recommended application or distribution of such imported water supplies to various parts of the Basin;

(c) the estimated cost of all ongoing maintenance, repair, and operation costs for then-existing groundwater recharge and conveyance facilities serving to replenish the Basin;

(d) any administrative costs of the GC; and

(e) proposed allocation of all expenditures in the Budget among GC members as their portion of the Cost Share based upon the Equitable Allocation Model.

4.6.2 No later than March 1 prior to the beginning of the year for which the budget is to operate, the Budget Committee shall present and circulate to all GC members the proposed Budget, for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based. The Budget Committee, or its designee, shall make itself reasonably available to respond promptly to any inquiries or information requests regarding the proposed budget.

4.6.3 No later than sixty (60) days after presentation of the budget by the Budget Committee, the GC shall meet to deliberate and pass upon the budget. The GC may accept, reject, or modify in any way the budget as proposed by the Budget Committee. Adoption of the budget shall require an eighty percent (80%) vote of the weighted Equitable Allocation, provided, however, that if a segregable portion or portions of the budget can be identified which prevent the overall budget from obtaining an eighty percent (80%) approval vote, the GC shall pass those portions of the budget upon which an eighty percent (80%) majority can be achieved, and shall refer those portions upon which approval cannot be obtained back to the Budget Committee for further recommendation on how such portions might be eliminated, reduced in scope or cost, or

otherwise modified, and represented to the GC for eighty percent (80%) approval. No portion of the GC budget imposing any expenditures on any Party shall be approved or adopted on less than an eighty percent (80%) vote of the Equitable Allocation weighted voting, but the inability to secure an eighty percent (80%) vote on segregable portions of the budget shall not prevent the GC from implementing, and proceeding with, those portions of the budget which secured the required eighty percent (80%) approval.

4.7 The Valley District shall perform the accounting and revenue collection functions of the GC in tracking and securing the funding from the GC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the GC members therein, for all imported water supplies. The Conservation District shall perform the accounting and revenue collection functions of the GC in tracking and securing the funding from the GC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the GC members therein, for all facilities costs. The Conservation District shall credit each Party or Ex Oficio participant otherwise subject to the Conservation District's groundwater charge, in the amounts such Party contributes to the GC budget for facilities costs that would be encompassed in that groundwater charge, in order to prevent double collection of such costs with the Conservation District's groundwater charges. Groundwater charges payable by the Ex Oficio Participants may be suspended as part of the separate funding agreement outlined in Section 4.8. In the event of any delinquency, either Valley District or the Conservation District may request the GC to appoint it, or any other GC member or group of members, to represent the GC in securing collection of unpaid and owing amounts from any delinquent member or members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent the GC authorizes to go forward with them, and may be added as an administrative cost to other members, or as a credit against future amounts owing to the GC from such authorized agent.

4.8 Ex Oficio participants will not be subject to the Conservation District's groundwater charges as long as a separate funding agreement as outlined in this Section 4.8 is in effect. Ex Oficio participants may jointly negotiate and execute a separate agreement with the Conservation District and/or Valley District that will provide for the annual payment of up to 27.95% of costs associated with the recharge of native waters. As of the Effective Date of this Agreement, Ex Oficio participants understood the estimated annual costs associated with water recharge, both native and imported, to be $800,000 for Conservation District activities and $200,000 for activities that may occur in recharge basins outside of the Conservation District's control. Ex Oficio participants, via the separate funding agreement, may agree to collectively pay no more than 27.95% of the cost for recharge of native waters. In any such agreement, in the event that imported water is recharged and the costs for such activity are comingled with the cost for recharge of native water, the Conservation District and/or Valley District will pro-rate the costs associated with recharge to separate the costs for native and imported water recharge. Ex Oficio participants are not intended to be charged for the costs of recharge of imported water or associated capital, the operations and maintenance for imported supplies, or any other costs not expressly agreed to in the separate funding agreement.

4.9 No later than six (6) months into the budget year for which any budget is adopted by the GC, the Budget Committee shall prepare a year-in-process budget review, to assess the validity and accuracy of the presumptions upon which the budget was based, identify any budget savings or additional expenditures, assess any additional opportunities for groundwater

replenishment that may have come available since the passing of the budget, and otherwise assess and recommend to the GC any potential amendment to the existing year budget, or suggestions for the following year's budget, as changing conditions may warrant. *(This section may not be needed based upon finalization of the Equitable Allocation formula.)*

5. COUNCIL POWERS AND DUTIES

5.1 The GC shall exercise the following powers:

5.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the GC.

5.1.2 To produce an Annual Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available from the Watermaster, the Conservation District, or other sources.

5.1.3 To monitor groundwater production and extractions in coordination with BTAC and pertinent local groundwater management agencies.

5.1.4 To make, after consultation with BTAC, annual recommendations for the amount of additional artificial recharge for the Basin from imported sources as a complement to native sources, and to plan for the development and application of such additional sources of recharge.

5.1.5 To establish as-needed Ad Hoc and Standing advisory committees for the purpose of making recommendations to the GC. Committees shall exist for the term specified in the action creating the committee, and the GC may dissolve a committee at any time through an eighty percent (80%) majority vote of Equitable Allocation voting weight.

5.1.6 To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. The BTAC will provide technical support for the GC, upon such terms as the GC and BTAC shall agree in writing. Ex Oficio members shall not be responsible for BTAC costs.

5.2 In addition to the above-referenced powers, the GC may, by an eighty percent (80%) vote of the Equitable Allocation, decide to activate and exercise any or all of the following additional powers:

5.2.1 To collect and monitor all data related and beneficial to the development, adoption and implementation of appropriate groundwater level management for the Basin.

5.2.2 To collect charges from GC members as authorized in the approved budget.

5.2.3 To cooperate, act in conjunction, and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private

corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the purposes of this Agreement.

5.2.4 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the GC.

5.2.5 As may be permitted by law, to apply for and accept grants, contributions, donations and loans, including under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project untaken in the GC's name.

5.2.6 To acquire lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Parties necessary to accomplish the purposes described herein, or to assist any Party in doing so.

5.2.7 To implement the Cost Share in a manner that qualifies as a pass through charge under the Constitutional requirements of Proposition 218 and similar revenue-raising requirements.

5.2.8 To exercise any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Parties to this Agreement.

5.2.9 In addition to the above, and to the extent not directly represented on the GC, the GC shall coordinate its efforts with the agencies that are charged with implementing all applicable judicial decrees governing the Basin.

6. FUNDING GC ACTIVITIES

Funding for GC activities shall be provided pursuant to an expense sharing mechanism described in more detail in Exhibit B hereto. This mechanism is based in part on a regional sharing of Operation and Maintenance costs for San Bernardino Basin Area recharge activities, as those Operation and Maintenance costs shall be determined by the GC in its annual budgeting, in conjunction with BTAC. All Parties shall share in the Operation and Maintenance cost components. Ex Oficio participants shall not share in any costs which are attributable to bringing imported water to the Basin nor its recharge, but all other Parties shall participate in such costs, pursuant to the Equitable Allocation attached as Exhibit B hereto. Ex Officio participants intend to, through separate agreement(s) with the Conservation District and/or Valley District, cooperate in the payment of up to a maximum of 27.95% of costs associated with the recharge of water that results from natural precipitation and run-off in the basin (native water). Each Party shall be contractually responsible hereunder for the annual payment of fees for their assigned portion of the budgeted expenses of the GC, based on that Party's allocation, as determined by the aforementioned allocation formula and the approved GC budget.

7. DISPUTE RESOLUTION

The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

7.1 Statement Describing Alleged Violation of Agreement. A Party or Parties alleging a violation of this Agreement (the "**Initiating Party(ies)**") shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the "**Responding Party(ies)**").

7.2 Response to Statement of Alleged Violation. The Responding Party(ies) shall have sixty (60) days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty (30) days of the date of the response to attempt to resolve the dispute amicably.

7.3 Mediation of Dispute. If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety (90) days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Director or Trustee or other representative with authority to settle. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies). The decision of the mediator shall be non-binding.

7.4 Reservation of Rights. Subject to the above requirements, in the event that mediation fails, each Party retains and may exercise all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five (5) calendar days' written notice of its intent to sue to all Parties.

8. RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS

8.1 Water Rights and Existing Agreements. Nothing in this Agreement is intended to modify the water rights of the Parties or the Ex Oficio participants, whether existing under a judgment, proceedings of the State Water Resources Control Board, or the common law. Nothing in this Agreement is intended to modify any existing agreements between and among the Parties, unless expressly stated herein.

8.2 Agreements Among Water Users. Nothing in this Agreement is intended to modify the rights of the signatories of this Agreement among themselves.

8.3 Judgments. Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the judgments in *Orange County Water District v. City of Chino et al.* (Orange County Superior Court, Case No. 117628, April 17, 1969) and *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside

County Superior Court Case No. 78426, April 17, 1969); *Chino Basin Water District v. City of Chino,* San Bernardino Superior Court Case No. 164327; *Big Bear Municipal Water District v. North Fork Water Company,* San Bernardino Superior Court Case No. SCV 165493; or *City of San Bernardino v. Fontana Water Company*, San Bernardino Superior Court Case No.17030 (January 28, 1924). It is the intention of the Parties in forming the GC to apply, administer, and conform to the requirements and provisions of each of these judgments. In the event of any conflict between the actions of the GC, and the requirements and provisions of such judgments, the latter shall control.

8.4 No Admissions. Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the water rights or priorities of same of the Parties.

8.5 Preservation of Rights. The Parties agree that this Agreement, to the extent allowed by law, preserves all rights of the Parties as they may exist as of the Effective Date of this Agreement. Nothing in this Agreement is to be construed as altering the priorities or entitlements of water right holders among themselves to water from the Santa Ana River or the Basin.

9. MISCELLANEOUS

9.1 Authority. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement, and that by doing so, such Party is not in breach or violation of any other agreement or contract.

9.2 Amendment. Except as to fluctuations in the Equitable Allocation as otherwise provided for herein, this Agreement may be amended or modified only by a written instrument approved by an eighty (80)%) vote of the Equitable Allocation

9.3 Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

9.4 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

9.5 Construction and Interpretation. This Agreement has been arrived at through negotiations, and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

9.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

9.7 Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws or adjudicatory decisions effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof; there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.8 Successors and Assigns. To the extent authorized by law, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

9.9 Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

9.10 Attorneys' Fees and Costs. The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements, in addition to any other relief deemed appropriate by a court of competent jurisdiction.

9.11 Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

9.12 Compliance with Law. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

9.13 Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

9.14 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party by delivery to the person(s) at the address(es) designated below, which designation may be changed from time to time by a Party in writing; (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

To CITY OF COLTON:	CITY OF COLTON Attn: David Kolk, Utilities Director 650 N. La Cadena Drive Colton, CA 92324
To CITY OF REDLANDS:	CITY OF REDLANDS Attn: John Harris, Public Works Director 35 Cajon Street Redlands, CA 92373
To CITY OF RIALTO:	CITY OF RIALTO Attn: Thomas J. Crowley, Utilities Manager 150 S. Palm Avenue Rialto, CA 92376
To CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT:	CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT Attn: Miguel Guerrero, Director, Water Utility 397 Chandler Place San Bernardino, CA 92408
To CITY OF LOMA LINDA:	CITY OF LOMA LINDA Attn: Bill Walker, Director of Utilities 25541 Barton Road Loma Linda, CA 92354
To EAST VALLEY WATER DISTRICT:	EAST VALLEY WATER DISTRICT Attn: John J. Mura, General Manager 3111 Greenspot Road Highland, CA 92346
To SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT:	SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT Attn: Doug Headrick, General Manager 380 E. Vanderbilt Way San Bernardino, CA 92408
To SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT:	SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT Attn: Daniel Cozad, General Manager 1630 West Redlands Blvd., Suite A Redlands, California 92373
To FONTANA WATER COMPANY:	FONTANA WATER COMPANY Attn: Chris Fealy, Water Resources Manager Post Office Box 309 Fontana, CA 92335

To WEST VALLEY WATER DISTRICT:	WEST VALLEY WATER DISTRICT Attn: Greg Gage, Assistant General Manager 855 W Baseline Road Rialto, CA 92376
To YUCAIPA VALLEY WATER DISTRICT:	YUCAIPA VALLEY WATER DISTRICT Attn: Joe Zoba, General Manager 12770 2nd Street Yucaipa, CA 92399
To BEAR VALLEY MUTUAL WATER COMPANY:	BEAR VALLEY MUTUAL WATER COMPANY Attn: Bob Martin 101 E. Olive Avenue Redlands, CA 92373
To LOMA LINDA UNIVERSITY:	LOMA LINDA UNIVERSITY Central Utilities Plant Attn: Bill Walker, Director of Utilities 11100 Anderson Street Loma Linda, CA 92350

9.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

CITY OF COLTON,
a California general law city and municipal corporation

DATED: _____, 2018

By: _____
William R. Smith, City Manager

[Signatures continued on next page]

CITY OF REDLANDS,
a California general law city and
municipal corporation

DATED: 3/3/21,

By: Charles M Duggan Jr
Charles M. Duggan, Jr., City Manager

[Signatures continued on next page]

CITY OF RIALTO
a California general law city and municipal corporation

DATED: 2/28, 2018

By: _____
Robb Steel, Interim City Administrator and Development Services Director

[Signatures continued on next page]

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

DATED: 2-27, 2018

By: _____
President, Water Board

Attest: _____

[Signatures continued on next page]

CITY OF LOMA LINDA
a California charter city and
municipal corporation

ATED: 2/14, 2018

By: _____
T. Jarb Thaipejr, City Manager

[Signatures continued on next page]

Dated: 2/21/2016

Agency East Valley Water District

Name: John Mura

Title: General Manager/CEO

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

DATED: February 20, 2018

By: Douglas A. Headrick
Douglas Headrick, General Manager

[Signatures continued on next page]

APPROVED AS TO FORM:

General Counsel

Dated: 1.27.16

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
1630 W. Redlands Blvd, Suite A
Redlands, CA 92373

President, Board of Directors

Attest:
Secretary of the Board

FONTANA UNION WATER COMPANY

DATED: 6/13, 2019

By: _____
John Bosler, President

[Signatures continued on next page]

WEST VALLEY WATER DISTRICT

Date June 2, 2020

By: _____

Channing Hawkins
President, Board of Directors

By: Clarence C. Mansell Jr.

Clarence C. Mansell, Jr.
General Manager

By: Peggy Asche

Peggy Asche
Acting Board Secretary

By: _____

Robert Tafoya
General Counsel

[Signatures continued on next page]

YUCAIPA VALLEY WATER DISTRICT

DATED: February 6, 2018

By: _____
Joseph Zoba, General Manager

[Signatures continued on next page]

BEAR VALLEY MUTUAL WATER COMPANY, a California mutual water company

By: _____
David Knight, Board President

DATED: February 20, 2018

[Signatures continued on next page]

LOMA LINDA UNIVERSITY

By: _____
Richard H. Hart, MD, DrPH,
President

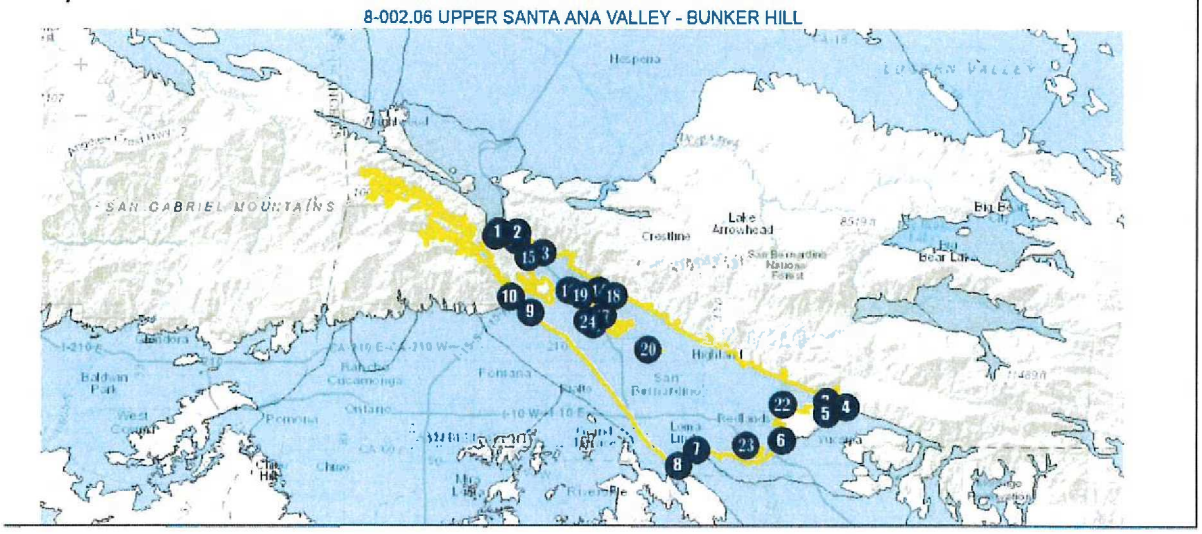
[End of Signatures Pages]

EXHIBIT A

Map of Upper Santa Ana Bunker Hill Basin

(Taken from DWR Bulleting No. 118)

Map



159/015042-0001
10094328.32 a01/19/18

Exhibit B

EQUITABLE ALLOCATION METHOD

The Parties to this agreement have agreed to equitably share costs and establish the voting weight for each Party using the following method, which shall be performed annually after the annual submittal of the Western-San Bernardino Watermaster Report to the Court. The details for this method are included in a Microsoft Excel Spreadsheet titled *BTAC Equitable Allocation Method SBBA 1.18.18.xlsx*, as amended by the GC from time to time, which is incorporated here by reference. Copies of that file have been made available to all parties.

I. Calculation of the Equitable Operations and Maintenance (O&M) Cost.

The equitable distribution of the O&M Costs amongst the Parties shall be calculated from the approved budget, as follows:

$$Equitable\ O\&M\ Cost_{\ Plaintiffs} = 0.2795 \times O\&M\ Costs$$

$$Equitable\ O\&M\ Cost_{\ Non\ Plaintiffs} = Proportion\ of\ Total\ Pumping \times 0.7205 \times O\&M\ Costs$$

where,

O&M Costs = annual budgeted or actual costs to operate and maintain the facilities needed to recharge supplemental water into the SBBA that have been reviewed and approved by the Council

$$\text{Proportion of Total Pumping (\%)} = \frac{\text{Party's total SBBA pumping}}{\text{Non-Plaintiff Total SBBA Pumping}}$$

where,

Party's total SBBA pumping (acre-feet) = the Party's total amount pumped from the SBBA for the previous complete calendar year, as published by the Western-San Bernardino Watermaster, and adjusted for any water pumped by one Party and received by another Party, to coordinate with non-parties still paying the groundwater charge, Parties may be requested to report production to the SBVWCD, as needed.

Non-Plaintiff Total SBBA Pumping (acre-feet) = total Non-Plaintiff pumping of the parties for the previous complete calendar year, as recorded by the Western-San Bernardino Watermaster.

II. Calculation of the Equitable Water Cost.

The equitable distribution of the water cost for sustainability will only be paid by the Non-Plaintiff parties and shall be calculated, as follows:

$$Equitable\ Water\ Cost = Party\ Gap + Sustainability$$

where,

$$\underline{\text{Party Gap (\$)}} = \frac{\left(Gap_{1959-63} + Gap_{Last\ 5\ Years}\right)}{2} * SWP\ Cost$$

where,

$\frac{\left(Gap_{1959-63} + Gap_{Last\ 5\ Years}\right)}{2} < 0$, else Party Gap ($) = $0

Gap $_{1959\text{-}63}$ (acre-feet) = $GWSY_{1959\text{-}63}$ + $SW_{1959\text{-}63}$ - Demand $_{Previous\ Year}$

Gap $_{Last\ 5\ Years}$ (acre-feet) = $GWSY_{Last\ 5\ Years}$ + $SW_{Last\ 5\ Years}$ - Demand $_{Previous\ Year}$ + Net New Recycled $_{Previous\ Year}$

where,

$GWSY_{1959\text{-}63}$ = local groundwater supplies available to a Party as a portion of their base period safe yield.

The **base period safe yield** for the SBBA has been proportioned amongst the Parties as described below:

where,

$GWSY_{1959\text{-}63}$ = Safe $Yield_{1959\text{-}63}$ – $SW_{1959\text{-}63}$

$SW_{1959\text{-}63}$ = average surface water usage by a party from 1953-1963

Demand $_{Previous\ Year}$ = total water demand calculated for the Party for the previous year using published data, as approved by the Council.

$GWSY_{Last\ 5\ Years}$ = local groundwater supplies available to a Party as a portion of their current Safe Yield.

The **safe yield of the last 5 years** for the SBBA will be proportioned amongst the Parties as described below.

where,

$GWSY_{Last\ 5\ Years}$ = Safe $Yield_{Last\ 5\ Years}$ – $SW_{Last\ 5\ Years}$

$SW_{Last\ 5\ Years}$ = average surface water usage by a party within the last 5 years.

Net New Recycled $_{Previous\ Year}$ = The amount of recycled water from the previous year minus Recycled $_{1959\text{-}63}$

where,

Recycled$_{1959\text{-}63}$ is the amount of recycled water used in the base period

Sustainability ($) = Water Use x (Total Equitable Water Cost – Total Gap ($))

where,

$$\text{Water Use (\%)} = \frac{\text{Party Water Use (acre-feet)}}{\text{Total Water Use (acre-feet)}}$$

where,

Party Water Use (acre-feet) = the Party's total average water use over the past, complete, 5 year period (surface water, groundwater, recycled water, imported water, etc.)

Total Water Use (acre-feet) = Summation of each individual Party Water Use

Total Equitable Water Cost = Sustainable Amount x SWP Cost

where,

Sustainable Amount (acre-feet) = The amount of SWP water, in acre-feet, needed to achieve long-term sustainability which shall be obtained from the latest edition of the San Bernardino Valley Regional Urban Water Management Plan, Average Scenario for the latest planning year plus the published reliability factor, currently 10%

SWP cost ($/acre-foot) = The cost for recharged SWP water as published in the San Bernardino Valley Municipal Water District Resolution 888, as amended

Total Gap ($) = Summation of each individual Party Gap ($) for all Parties

Proportioning Safe Yield.

The Western-San Bernardino Judgment does not apportion the safe yield by water agency. The Parties agree that, for purposes of this agreement, the Safe Yield will be apportioned, as follows:

Safe Yield$_{1959\text{-}63}$: The safe yield during the Base Period was proportioned as follows:

Agency	Safe Yield$_{1959\text{-}63}$
Bear Valley Mutual Water Company	12,996
City of Colton	3,150
City of Loma Linda	1,855
City of Redlands	26,598
City of Rialto	1,890
City of San Bernardino	19,425
East Valley Water District	13,599
Fontana Union Water Company	14,221
Loma Linda University	1,016
Mountain View Power Co.	1,040
Muscoy Mutual Water Company No. 1	1,767
San Bernardino County - Facility Management	1,532
San Bernardino Valley M.W.D.	-
Terrace Water Company	984
West Valley Water District	11,752
Yucaipa Valley Water District	-

Other Non-Plaintiff Extractions	55,412
Non-Plaintiff Total:	**167,238**

Safe $Yield_{Last\ 5\ years}$: The safe yield for the previous 5, complete, calendar years shall be proportioned based upon the total water use for each Party, as follows:

$Safe\ Yield_{Last\ 5\ Years}$ = Water Use X $Safe\ Yield_{Non\ Plaintiffs}$

Where,

Water Use is a percentage (%) and is defined above

$Safe\ Yield_{Non\ Plaintiffs}$ = defined by the Western-San Bernardino Watermaster from time to time, currently 172,745 acre-feet

Credit for Water. A party can provide a new regional supply for basin benefit and receive monetary credit towards their Equitable water cost.

Credit for Water ($) = water provided for basin benefit x SWP Cost

where,

Water provided for basin benefit = local surface water available to an agency that is controlled by that agency and intentionally delivered for groundwater recharge into the SBBA or new recycled water an agency is using to offset potable water use or is recharging into the SBBA above the amount of recycled water that agency was utilizing during the base period

SWP Cost = defined above

III. Formula for Voting Weight. The voting weight for each Party will be calculated, as follows:

$$Voting\ Weight = \frac{Total\ Party\ Cost}{Total\ Costs}$$

Where,

Total Party Cost = Equitable $O\&M\ Cost_{Non\ Plaintiffs}$ + Equitable Water Cost

Total Costs = 0.7205 x O&M Costs + Total Sustainable Water Cost

The total sum of all of the individual Voting Weight values shall be equal to 1.0.

AMENDMENT TO SAN BERNARDINO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT

This AMENDMENT TO SAN BERNARDINO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT ("**Amendment**") is entered into and effective this ___ day of _____, 2023 by and among the City of Colton ("**Colton**"), the City of Redlands ("**Redlands**"), the City of Rialto ("**Rialto**"), the City of San Bernardino Municipal Water Department ("**SBMWD**"), City of Loma Linda ("**Loma Linda**"), East Valley Water District ("**East Valley**"), San Bernardino Valley Municipal Water District ("**Valley District**"), San Bernardino Valley Water Conservation District ("**Conservation District**"), Fontana Water Company ("**FWC**"), West Valley Water District ("**WVWD**"), Yucaipa Valley Water District ("**Yucaipa**"), Bear Valley Mutual Water Company **("BVMWC"),** and Loma" Linda University **("LLU")** each of which is referred to as a "**Party**," for the purpose of extending the original San Bernardino Basin Groundwater Council Framework Agreement until June 30, 2024, while participants continue their analysis and deliberations regarding its potential longer term renewal. This Amendment is entered into in consideration of all of the following:

RECITALS

WHEREAS, on or about February 27, 2018, the Parties to this Amendment entered into that certain "San Bernardino Basin Groundwater Council Framework Agreement" ("Original Agreement") for the purpose of coordinating basin management and cooperatively funding basin maintenance and groundwater recharge activities within the San Bernardino Basin Area; and

WHEREAS, the Original Agreement had a term of five (5) years; and

WHEREAS, the Groundwater Council formed under the Original Agreement has been functioning successfully since then, allowing a forum for cooperative management and input of basin maintenance, operation, and recharge activity, including cooperative funding for imported or other supplemental water supplies when available for replenishing local groundwater supplies; and

WHEREAS, in light of the coming expiration of the five-year term of the Original Agreement, the Parties have undertaken deliberation and debate on modifications that might be made to the Groundwater Council's structure and procedures, including refinements to its Equitable Allocation Model; and

WHEREAS, the Parties have reached agreement on modifications to the Equitable Allocation Model, but have not finalized consensus on other contemplated changes to the Groundwater Council processes, structures, and procedures; and

WHEREAS, the Parties wish to implement the Equitable Allocation Model revisions on which they have reached agreement, but continue the Original Agreement in all other respects as originally adopted to allow for further investigations and potential improvements to the original Groundwater Council, its purposes, processes, and procedures.

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Parties hereby agree as follows:

1. EQUITABLE ALLOCATION MODEL

The Equitable Allocation Model, attached to the Original Agreement as Exhibit B, is hereby replaced, and superseded in its entirety by the Equitable Allocation Model attached to this Amendment as Amended Exhibit B.

2. TERM

Paragraph 2.2 of the Original Agreement is hereby amended to read as follows:

> This Agreement shall remain in effect until June 30, 2024, unless earlier terminated by the unanimous written consent of all then-active Parties, provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the GC that was previously approved by the GC.

3. REMAINDER OF ORIGINAL AGREEMENT UNAFFECTED.

Except as specifically amended herein, the remainder of the Original Agreement is and shall be unaffected by this Amendment, with the intent that only the Term and the Equitable Allocation Model shall vary from the Original Agreement, and except as specifically so amended, the Original Agreement in all of its particulars shall remain in full force and effect throughout the extended term.

4. COUNTERPARTS.

This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Signatures continued on next page]

CITY OF COLTON,
a California general law city and
municipal corporation

DATED: _____, 2023

By:_____
William R. Smith, City Manager

CITY OF REDLANDS,
a California general law city and
municipal corporation

DATED: _____, 2023

By:_____
Charles M. Duggan, Jr., City Manager

[Signatures continued on next page]

CITY OF RIALTO
a California general law city and municipal corporation

DATED: _____, 2023

By:_____
Arron Brown, Acting City Manager

[Signatures continued on next page]

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT

DATED: _____, 2023

By:_____
Miguel Guerrero, General Manager

[Signatures continued on next page]

CITY OF LOMA LINDA
a California charter city and
municipal corporation

ATED: _____, 2023

By:_____
T. Jarb Thaipejr, City Manager

[Signatures continued on next page]

EAST VALLEY WATER DISTRICT

DATED: _____, 2023

By:_____
Michael Moore, General Manager/CEO

[Signatures continued on next page]

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

DATED: _____, 2023

By:_____
Heather Dyer, CEO/General Manager

[Signatures continued on next page]

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

DATED: _____, 2023

By:_____
Betsy Miller, General Manager

[Signatures continued on next page]

FONTANA WATER COMPANY

DATED: _____, 2023

By:_____
Josh Swift, General Manager

[Signatures continued on next page]

WEST VALLEY WATER DISTRICT

DATED: _____, 2023

By:_____
Van Jew
Acting General Manager

[Signatures continued on next page]

YUCAIPA VALLEY WATER DISTRICT

DATED: _____, 2023

By:_____
Joseph Zoba, General Manager

[Signatures continued on next page]

BEAR VALLEY MUTUAL WATER COMPANY, a California mutual water company

By:_____
George Hanson, General Manager

DATED: _____, 2023

[Signatures continued on next page]

LOMA LINDA UNIVERSITY

DATED: _____, 2023

By:_____
Richard H. Hart, MD, DrPH,
President

[End of Signatures Pages]

Exhibit B

EQUITABLE ALLOCATION METHOD

The Parties to this agreement are currently sharing costs and establishing the voting weight for each Party using the following method, which is performed annually after the annual submittal of the Western-San Bernardino Watermaster Report to the Court. The details for this method are included in a Microsoft Excel Spreadsheet titled *REVISED_EAM_Budget_FY23-24_V3.xlsx*, as amended by the GC from time to time, which is incorporated here by reference. Copies of that file have been made available to all parties.

I. Calculation of the Equitable Operations and Maintenance (O&M) Cost.

The equitable distribution of the O&M Costs amongst the Parties shall be calculated from the approved budget, as follows:

$$Equitable\ O\&M\ Cost_{\ Plaintiffs} = 0.2795 \times O\&M\ Costs$$

$$Equitable\ O\&M\ Cost_{\ Non\ Plaintiffs} = Proportion\ of\ Total\ Pumping \times 0.7205 \times O\&M\ Costs$$

where,

O&M Costs = annual budgeted or actual costs to operate and maintain the facilities needed to recharge supplemental water into the SBBA that have been reviewed and approved by the Council

$$\text{Proportion of Total Pumping (\%)} = \frac{\text{Party's total SBBA pumping}}{\text{Non-Plaintiff Total SBBA Pumping}}$$

where,

Party's total SBBA pumping (acre-feet) = the Party's total amount pumped from the SBBA for the previous complete calendar year, as published by the Western-San Bernardino Watermaster, and adjusted for any water pumped by one Party and received by another Party, to coordinate with non-parties still paying the groundwater charge, Parties may be requested to report production to the SBVWCD, as needed.

Non-Plaintiff Total SBBA Pumping (acre-feet) = total Non-Plaintiff pumping of the parties for the previous complete calendar year, as recorded by the Western-San Bernardino Watermaster.

II. Calculation of the Equitable Supplemental Water Cost.

The equitable distribution of the supplemental water cost will only be paid by the Non-Plaintiff parties and shall be calculated, as follows:

$$Equitable\ Water\ Cost = Party\ Gap + Sustainability$$

where,

Party Gap ($) = $Gap_{Last\ 5\ Years} * Supplemental\ Water\ Cost$

where,

$Gap_{Last\ 5\ Years} < 0$, else Party Gap ($) = $0

Gap $_{\text{Last 5 Years}}$ (acre-feet) = Safe Yield $_{\text{Last 5 Years}}$ - Demand $_{\text{Previous Year}}$ + Net New Recycled $_{\text{Previous Year}}$

where,

Demand $_{\text{Previous Year}}$ = total water demand calculated for the Party for the previous year using published data, as approved by the Council.

The **safe yield of the last 5 years** for the SBBA will be proportioned amongst the Parties as described below.

where,

Net New Recycled $_{\text{Previous Year}}$ = The amount of recycled water from the previous year minus Recycled $_{1959\text{-}63}$

where,

Recycled$_{1959\text{-}63}$ is the amount of recycled water used in the base period

50% Local SW Recharged = 50% of the 5-year average local surface water available to an agency that is controlled by that agency and intentionally delivered for groundwater recharge into the Basin

Sustainability ($) = Water Use x (Total Equitable Water Cost – Total Gap ($))

where,

$$\text{Sustainability Water Use (\%)} = \frac{\text{Party Water Use (acre-feet)} - \text{50\% Local SW Recharged}}{\text{Total Water Use (acre-feet)} - \text{50\% Total Local SW Recharged}}$$

where,

Party Water Use (acre-feet) = the Party's total average water use over the past, complete, 5 year period (surface water, groundwater, recycled water, imported water, 50% Local SW Recharged, etc.)

Total Water Use (acre-feet) = Summation of each individual Party Water Use

50% Total Local SW Recharged = 50% of the sum of all Local SW Recharged

Total Equitable Water Cost = Sustainable Amount x Supplemental Water Cost

where,

Sustainable Amount (acre-feet) = The amount of supplemental water, in acre-feet, needed to achieve long-term sustainability which shall be determined by the GC

Supplemental Water cost ($/acre-foot) = The cost for recharged Supplemental Water. The cost for SWP water will be as published in the San Bernardino Valley Municipal Water District Resolution 888, as amended

Total Gap ($) = Summation of each individual Party Gap ($) for all Parties

Proportioning Safe Yield.

The Western-San Bernardino Judgment does not apportion the safe yield by water agency. The Parties agree that, for purposes of this agreement, the Safe Yield will be apportioned, as follows:

Safe Yield $_{\text{Last 5 years}}$: The safe yield for the previous 5, complete, calendar years shall be proportioned based upon the total water use for each Party, as follows:

Safe Yield $_{\text{Last 5 Years}}$ = Party Water Use x Safe Yield $_{\text{Non Plaintiffs}}$

Where,

Water Use is a percentage (%) and is defined above

Safe Yield $_{\text{Non Plaintiffs}}$ = defined by the Western-San Bernardino Watermaster from time to time, currently 172,745 acre-feet

Credit for Water. A party can provide Net New Recycled $_{\text{Previous Year}}$ and 50% Local SW Recharged and receive monetary credit towards their Equitable water cost.

Credit for Water ($) = (Net New Recycled $_{\text{Previous Year}}$ + 50% Local SW Recharged) x Supplemental Cost

where,

Net New Recycled $_{\text{Previous Year}}$ = defined above

50% Local SW Recharged = defined above

Supplemental Water Cost = defined above

III. Formula for Voting Weight. The voting weight for each Party will be calculated, as follows:

$$\textit{Voting Weight} = \frac{\textit{Total Party Cost}}{\textit{Total Costs}}$$

Where,

Total Party Cost = Equitable O&M Cost $_{\text{Non Plaintiffs}}$ + Equitable Water Cost

Total Costs = 0.7205 x O&M Costs + Total Sustainable Water Cost

The total sum of all of the individual Voting Weight values shall be equal to 1.0.

REVISED Groundwater Council Equitable Allocation Budget for FY 2023-24

Agency	Party Gap FY23-24 (AF)	Sustainability FY23-24 (AF)	Credit for Water brought to the Basin (AF)	Total Equitable Water Cost FY23-24 ($)	Water Corrections for Previous Years ($)	Total Water Cost with Corrections ($)	Total Water with Corrections (AF)	Equitable O&M Costs FY23-24 ($)	O&M Corrections for Previous Years ($)	Total O&M Cost with Corrections ($)	Total Party Costs FY23-24 ($)	Voting Weight 2023-24
Bear Valley Mutual Water Company	-	15	(1,290)	$ -	$ -	$ -	0	$ 594	$ -	$ 594	$ 594	0.02%
City of Colton	-	656	-	$ 77,683	$ -	$ 77,683	656	$ 15,462	$ -	$ 15,462	$ 93,145	2.8%
City of Loma Linda	-	1,120	-	$ 132,569	$ -	$ 132,569	1120	$ 46,146	$ -	$ 46,146	$ 178,715	5.4%
City of Redlands	-	6,647	(6,158)	$ 57,899	$ -	$ 57,899	489	$ 225,832	$ -	$ 225,832	$ 283,731	8.6%
City of Rialto	-	1,319	(5)	$ 155,589	$ -	$ 155,589	1314	$ 47,423	$ -	$ 47,423	$ 203,012	6.1%
City of San Bernardino	-	8,927	(3)	$1,056,556	$ -	$ 1,056,556	8924	$ 368,652	$ -	$ 368,652	$ 1,425,208	43.1%
East Valley Water District	-	4,561	(1,227)	$ 394,790	$ -	$ 394,790	3334	$ 110,211	$ -	$ 110,211	$ 505,001	15.3%
Fontana Union Water Company	-	1,229	-	$ 145,571	$ -	$ 145,571	1229	$ 30,586	$ -	$ 30,586	$ 176,157	5.3%
Loma Linda University	-	222	-	$ 26,308	$ -	$ 26,308	222	$ 9,412	$ -	$ 9,412	$ 35,720	1.1%
San Bernardino Valley M.W.D.	-	20	-	$ 2,367	$ -	$ 2,367	20	$ 9	$ -	$ 9	$ 2,376	0.1%
West Valley Water District	-	2,730	(8)	$ 322,265	$ -	$ 322,265	2722	$ 76,680	$ -	$ 76,680	$ 398,945	12.1%
Yucaipa Valley Water District	-	27	-	$ 3,186	$ -	$ 3,186	27	$ 852	$ -	$ 852	$ 4,038	0.1%
Total GC Parties:	**-**	**27,473**	(8,691)	**$2,374,783**	**$ -**	**$ 2,374,783**	**20057**	**$ 931,858**	**$ -**	**$ 931,858**	**$ 3,306,641**	**100%**
Mountain View Power Co.	-	296	-	$ 35,040	$ -	$ 35,040	296	#N/A	$ -	#N/A	$ 35,040	#N/A
Muscoy Mutual Water Company No. 1	-	373	-	$ 44,129	$ -	$ 44,129	373	#N/A	$ -	#N/A	$ 44,129	#N/A
San Bernardino County - Facility Management	29.28	205	-	$ 27,775	$ -	$ 27,775	235	#N/A	$ -	#N/A	$ 27,775	#N/A
Terrace Water Company	-	51	-	$ 6,038	$ -	$ 6,038	51	#N/A	$ -	#N/A	$ 6,038	#N/A
Other Inside SBVWCD	-	1,353	-	$ 160,253	$ -	$ 160,253	1353	#N/A	$ -	#N/A	$ 160,253	#N/A
Other Outside SBVWCD	-	219	-	$ 25,931	$ -	$ 25,931	219	#N/A	$ -	#N/A	$ 25,931	#N/A
San Bernardino Non-Parties Total:	**29.28**	**2,497**	**-**	**$ 299,166**	**$ -**	**$ 299,166**	**2527**	**$ -**	**$ -**	**$ -**	**$ 299,166**	**0%**
Western Entities Total:	**-**	**-**	**-**	**-**	**-**	**-**	**0**	**$ -**	**-**	**-**	**$ -**	**0%**
Total:	**29**	**29,971**	**(8,691)**	**$2,673,949**	**$ -**	**$ 2,673,949**	**22584**	**$ 931,858**	**$ -**	**$ 931,858**	**$ 3,605,808**	**100%**

REVISED EAM - FY 2023-24 Calculation

Precipitation Adjustment	0%
Recharge	95%
Direct Use	100%
SWP Cost Recharge ($/AF)	$ 118

Sustainable Amount (AF)	30,000
Budgeted Water Cost	$ 3,552,000
Budgeted O&M Cost SBVWCD	$ 731,858
Budgeted O&M SBCFCD Facility	$ 200,000
Budgeted Admin Costs	$ -

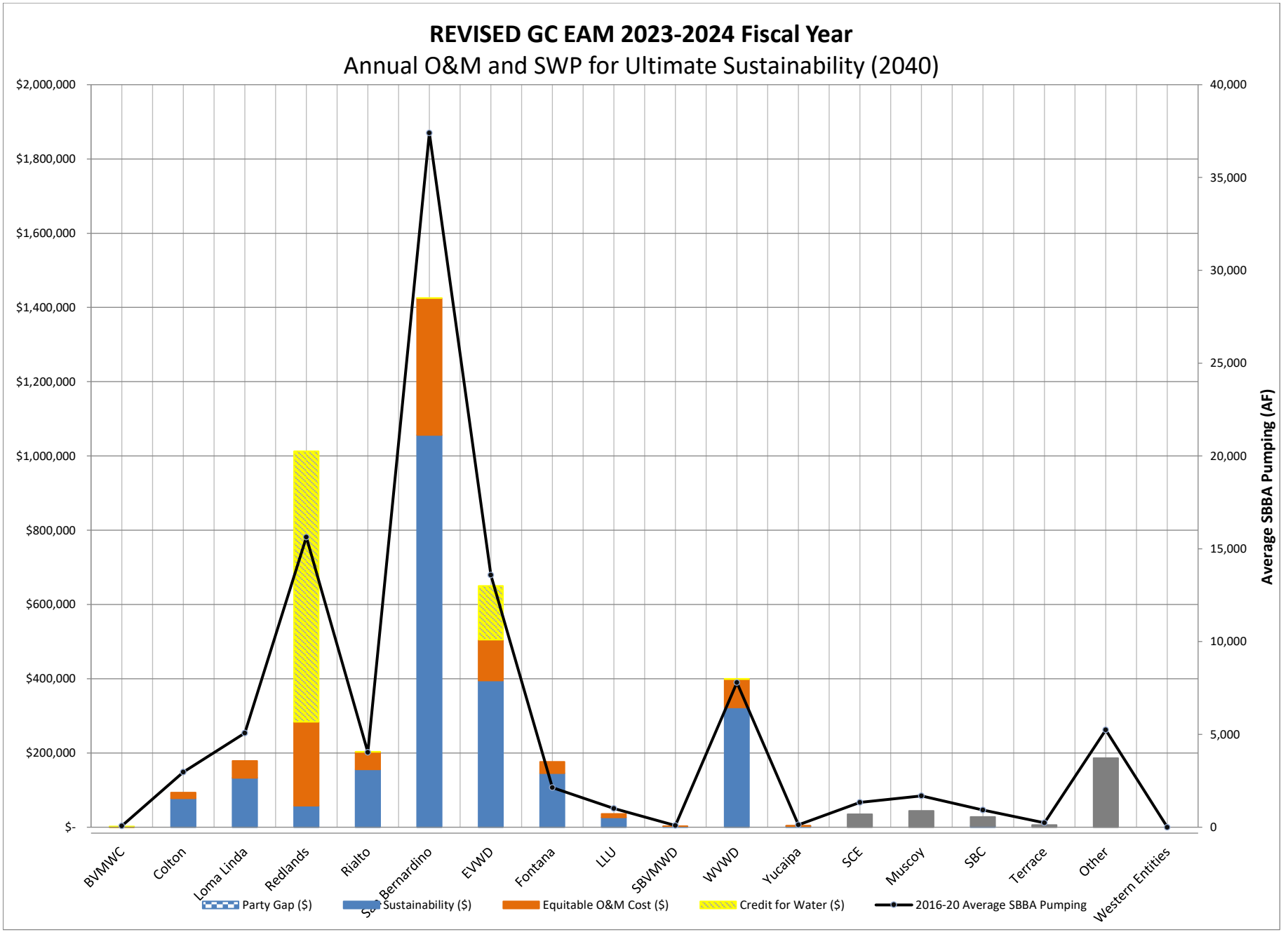
	Base Period Safe Yield		Present Period Safe Yield	
			New Conservation	Present Safe Yield
Non-Plaintiff	72.05%	167,238	5,507	172,745
Plaintiff	27.95%	64,862	2,136	66,998

Current (last 5 years)

Agency	Abbreviation	2017-21 (5 years)	Present Period Net SBBA GW + SW Prodcution (AF)					Total Average Use, 2017-21(AF)						Safe Yield Distribution		Total SBBA Demand	Recycled Water		
			2017	2018	2019	2020	2021	Average SBBA Use 2017-21 (AF)	SWP (AF)	Recycled Water Previous Year (AF)	50% of Local Supplies for Recharge Average 2017-21 (AF)	Party Water Use (AF)	% of Total	Safe Yield Last 5 Years (AF)	Safe Yield % of Total	Demand Previous Year (2021)	New Direct Recycled (AF)	Recycled Water 1959-63 (AF)	New Recharge Recycled (AF)
Bear Valley Mutual Water Company	BVMWC		10,332	10,220	6,940	12,383	13,515	10,678	262	-	1,290	12,231	8.1%	14,041	5.86%	(13,515)	-	-	-
City of Colton	Colton		3,842	3,695	2,943	2,624	1,743	2,969	-	-	-	2,969	2.0%	3,409	1.42%	(1,743)	-	-	-
City of Loma Linda	Loma Linda		5,070	5,158	4,725	5,182	5,202	5,067	-	-	-	5,067	3.4%	5,817	2.43%	(5,202)	-	235	-
City of Redlands	Redlands		25,528	25,675	23,597	25,573	25,968	25,268	84	4,731	1,427	31,510	20.9%	36,173	15.09%	(25,968)	6,799	2,068	-
City of Rialto	Rialto		3,149	6,411	5,406	5,091	6,313	5,274	696	-	5	5,975	4.0%	6,859	2.86%	(6,313)	-	-	-
City of San Bernardino	SBMWD		29,154	39,523	37,144	39,618	41,558	37,399	3,000	-	3	40,403	26.9%	46,382	19.35%	(41,558)	-	-	-
East Valley Water District	EVWD		20,103	19,989	17,143	20,828	17,715	19,156	1,489	-	1,227	21,871	14.5%	25,108	10.47%	(17,715)	-	-	-
Fontana Union Water Company	FWC		4,112	5,147	6,045	6,424	6,094	5,564	-	-	-	5,564	3.7%	6,388	2.66%	(6,094)	-	-	-
Loma Linda University	LLU		990	986	961	1,030	1,061	1,006	-	-	-	1,006	0.7%	1,154	0.48%	(1,061)	-	-	-
Mountain View Power Co.	SCE		1,889	863	1,251	1,674	1,020	1,339	-	-	-	1,339	0.9%	1,538	0.64%	(1,020)	-	-	-
Muscoy Mutual Water Company No. 1	MMWC		1,652	1,649	1,571	1,739	1,823	1,687	-	-	-	1,687	1.1%	1,936	0.81%	(1,823)	-	-	-
San Bernardino County - Facility Management	SBC		841	846	770	1,093	1,096	929	-	-	-	929	0.6%	1,067	0.44%	(1,096)	-	-	-
San Bernardino Valley M.W.D.	SBVMWD		-	449	1	1	1	90	-	-	-	90	0.1%	104	0.04%	(1)	-	-	-
Terrace Water Company	Terrace		464	343	205	141	1	231	-	-	-	231	0.2%	265	0.11%	(1)	-	-	-
West Valley Water District	WVWD		9,226	11,006	12,216	13,875	12,086	11,682	673	-	8	12,363	8.2%	14,192	5.92%	(12,086)	-	-	-
Yucaipa Valley Water District	YVWD		110	178	92	133	96	122	-	-	-	122	0.1%	140	0.06%	(96)	-	-	-
Other Inside SBVWCD	Other		5,473	5,915	5,836	5,203	6,320	5,749	376	-	-	6,126	4.1%	7,032	2.93%	(6,320)	-	-	-
Other Outside SBVWCD	Other		1,323	995	922	843	873	991	-	-	-	991	0.7%	1,138	0.47%	(873)	-	-	-
San Bernardino Entities Total:			**123,258**	**139,048**	**127,769**	**143,455**	**142,486**	**135,203**	**6,580**	**4,731**	**3,961**	**150,474**	**100%**	**172,745**	**72.05%**	**(142,486)**	**6,799**	**2,303**	**-**
Western Entities Total:			**-**	**-**	**-**	**-**	**-**	**66,998**						**66,998**	**27.95%**				
Total:			**123,258**	**139,048**	**127,769**	**143,455**	**142,486**	**202,201**						**239,743**	**100%**				

REVISED EAM - FY2023-24 Calculation

Agency	Party Gap (AF)	Water Use (%)	Equitable Water Costs: Sustainability (AF)	Total Water (AF)	Credit for New Recycled Water (AF)	Credit for 50% of Local Supplies for Recharge (AF)	Total Water after Credit (AF)	Estimated Total Water Cost ($)	Equitable O&M Costs: Proportion of Total Pumping	Equitable O&M Costs	Equitable Admin Costs	Total (2023-24): Estimated Total Party Costs ($)	Voting Weight 2023-2024
Bear Valley Mutual Water Company	0	0.1%	15	15	-	1,290	-	$ -	0.04%	$ 594	$ -	$ 594	0.0%
City of Colton	0	2.2%	656	656	-	-	656	$ 77,683	1.1%	$ 15,462	$ -	$ 93,145	2.8%
City of Loma Linda	0	3.7%	1,120	1,120	-	-	1,120	$ 132,569	3.3%	$ 46,146	$ -	$ 178,715	5.4%
City of Redlands	0	22.2%	6,647	6,647	4,731	1,427	489	$ 57,899	15.9%	$ 225,832	$ -	$ 283,731	8.6%
City of Rialto	0	4.4%	1,319	1,319	-	5	1,314	$ 155,589	3.3%	$ 47,423	$ -	$ 203,012	6.1%
City of San Bernardino	0	29.8%	8,927	8,927	-	3	8,924	$ 1,056,556	26.0%	$ 368,652	$ -	$ 1,425,208	43.1%
East Valley Water District	0	15.2%	4,561	4,561	-	1,227	3,334	$ 394,790	7.8%	$ 110,211	$ -	$ 505,001	15.3%
Fontana Union Water Company	0	4.1%	1,229	1,229	-	-	1,229	$ 145,571	2.2%	$ 30,586	$ -	$ 176,157	5.3%
Loma Linda University	0	0.7%	222	222	-	-	222	$ 26,308	0.7%	$ 9,412	$ -	$ 35,720	1.1%
San Bernardino Valley M.W.D.	0	0.1%	20	20	-	-	20	$ 2,367	0.0%	$ 9	$ -	$ 2,376	0.1%
West Valley Water District	0	9.1%	2,730	2,730	-	8	2,722	$ 322,265	5.4%	$ 76,680	$ -	$ 398,945	12.1%
Yucaipa Valley Water District	0	0.1%	27	27	-	-	27	$ 3,186	0.1%	$ 852	$ -	$ 4,038	0.1%
Total Purchased by GC Parties:	**0**	**91.7%**	**27,473**	**27,473**	**4,731**	**3,961**	**20,057**	**$ 2,374,783**	**65.72%**	**$ 931,858**	**$ -**	**$ 3,306,641**	100%
Mountain View Power Co.	0	1.0%	296	296	-	-	296	$ 35,040	0.6%	#N/A	$ -	$ 35,040	#N/A
Muscoy Mutual Water Company No. 1	0	1.2%	373	373	-	-	373	$ 44,129	1.1%	#N/A	$ -	$ 44,129	#N/A
San Bernardino County - Facility Management	29	0.7%	205	235	-	-	235	$ 27,775	0.7%	#N/A	$ -	$ 27,775	#N/A
Terrace Water Company	0	0.2%	51	51	-	-	51	$ 6,038	0.0%	#N/A	$ -	$ 6,038	#N/A
Other Inside SBVWCD	0	4.5%	1,353	1,353	-	-	1,353	$ 160,253	3.7%	#N/A	$ -	$ 160,253	#N/A
Other Outside SBVWCD	0	0.7%	219	219	-	-	219	$ 25,931	0.1%	#N/A	$ -	$ 25,931	#N/A
Non-Parties Total:	**29**	**8.3%**	**2,497**	**2,527**	**-**	**-**	**2,527**	**$ 299,166**	**6.33%**	**$ -**	**$ -**	**$ 299,166**	**#N/A**
Western Entities Total:	**0**	**0%**	-	-	-	-	-	-	**27.95%**	$ -	$ -	$ -	**#N/A**
Total:	**29**	**100%**	**29,971**	**30,000**	**4,731**	**3,961**	**22,584**	**$ 2,673,949**	**100%**	**$ 931,858**	$ -	**$ 3,605,808**	**#N/A**


REVISED GC EAM 2023-2024 Fiscal Year
Annual O&M and SWP for Ultimate Sustainability (2040)
$2,000,000
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$-
40,000
35,000
30,000
25,000
20,000
15,000
10,000
5,000
0
Average SBBA Pumping (AF)
BVMWC
Colton
Loma Linda
Redlands
Rialto
San Bernardino
EVWD
Fontana
LLU
SBVMWD
WVWD
Yucaipa
SCE
Muscoy
SBC
Terrace
Other
Western Entities
Party Gap ($)
Sustainability ($)
Equitable O&M Cost ($)
Credit for Water ($)
2016-20 Average SBBA Pumping

Extraction Data and Adjustments

Agency	Verified Total Extractions 1959	1960	1961	1962	1963	2017	2018	2019	2020	2021	Pumping Adjustments 2017	2018	2019	2020	2021	Other Distribution Verified Extractions 1959	1960	1961	1962	1963	AVG	Credits for Recycled Water to the Basin 2021	1959-63	Total 2021	Excess Surfa 2017	2018
	Source: 1971 Watermaster Report Summary of Extractions (Filed and Nonfiled) in the SBBA by Non-Plaintiffs for use in SB County					*Source: 2021 Watermaster Report Volume 1 Table 3 (BVMWC Volume 1 Table 1, Volume 1A Table 1, BBWM Report)*					*Source: Performed by SBVMWD*					*Source: 2020 Watermaster Report Volume 1 Change in Ownership from Base Period*						Recycled Water (Data provided by agencies)	Recycled Water Base period			Sc
Bear Valley Mutual Water Company	24,597	20,706	19,405	18,864	15,632	16,396	11,550	14,414	18,526	11,062	-	-	-	-	-	-	-	1,012	974	882	574	-	-	-	2,805	669
City of Colton	2,814	3,606	3,305	3,743	3,267	3,842	3,695	2,943	2,624	1,743	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Loma Linda	-	-	-	-	-	5,070	5,158	4,725	5,182	5,202	-	-	-	-	-	1,827	1,840	1,991	1,729	1,290	1,735	-	235	-	-	-
City of Redlands	18,717	19,264	18,365	19,901	15,922	24,216	21,710	25,739	28,424	29,039	-	448	1	1	824	7,202	6,245	8,554	7,022	6,439	7,092	6,799	2,068	4,731	2,852	1,740
City of Rialto	1,659	795	959	1,068	1,397	3,885	4,413	3,560	3,897	4,868	1,692	1,998	2,372	1,720	1,445	959	827	875	1,033	470	833	-	-	-	-	-
City of San Bernardino	17,268	16,099	18,448	17,575	16,456	38,478	40,158	37,875	40,504	43,290	(139)	(635)	(731)	(886)	(1,732)	4,111	3,704	3,633	3,070	2,821	3,468	-	-	-	-	-
East Valley Water District	6,545	6,891	7,632	7,022	7,427	15,214	14,545	12,276	15,169	12,424	-	-	-	-	-	7,003	7,044	8,519	8,352	7,621	7,562	-	-	-	420	1,693
Fontana Union Water Company	19,841	15,649	13,295	14,674	12,086	4,112	5,147	6,045	6,424	6,094	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loma Linda University	1,011	1,116	1,202	1,166	901	990	986	961	1,030	1,061	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mountain View Power Co.	1,410	1,219	1,425	726	744	1,889	863	1,251	1,674	1,020	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Muscoy Mutual Water Company No. 1	1,943	1,870	2,028	1,863	1,684	1,652	1,649	1,571	1,739	1,823	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
San Bernardino County - Facility Management	636	615	809	564	386	841	846	770	1,093	1,096	-	-	-	-	-	1,045	733	823	871	655	825	-	-	-	-	-
San Bernardino Valley M.W.D.	-	-	-	-	-	4,921	6,421	6,321	6,100	5,402	(4,921)	(5,972)	(6,320)	(6,099)	(5,401)	-	-	-	-	-	-	-	-	-	-	-
Terrace Water Company	1,318	921	1,077	1,012	899	464	343	205	141	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
West Valley Water District	13,584	12,090	13,587	11,331	11,837	7,108	6,966	9,361	10,066	8,892	3,368	4,040	4,065	4,713	3,194	-	-	-	-	-	-	-	-	-	-	-
Yucaipa Valley Water District	-	-	-	-	-	110	178	92	133	96	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Inside SBVWCD	67,682	64,704	70,511	65,354	60,528	5,473	5,915	5,836	5,203	6,320	-	-	-	-	-	(18,509)	(17,282)	(22,440)	(19,856)	(17,735)	(19,164)	-	-	-	-	-
Other Outside SBVWCD	11,218	8,562	8,989	10,240	8,563	1,323	995	922	843	873	-	-	-	-	-	(3,638)	(3,111)	(2,967)	(3,195)	(2,443)	(2,925)	-	-	-	-	-
Santa Ana River Recharge Balance (difference between BVMWC diversion and use of SAR water)						17,472	3,422	492	2,561	708	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
San Bernardino Entities Total:	**190,243**	**174,107**	**181,037**	**175,103**	**157,729**	**153,456**	**134,960**	**135,359**	**151,333**	**141,014**	**-**	**(121)**	**(612)**	**(551)**	**(1,670)**	**-**	**-**	**-**	**-**	**-**	**(0)**	**6,799**	**2,303**	**4,731**	**6,077**	**4,102**
City of Riverside	25,983	23,024	24,682	24,391	22,379	21,829	18,995	15,752	21,730	21,559																
City of Riverside - Gage Canal	31,805	29,019	30,670	28,440	26,999	28,627	30,893	26,775	27,780	26,620																
Meeks & Daley Water Compnay	7,282	8,037	9,399	7,560	7,854	7,218	7,217	7,444	6,537	7,736																
Regents of University of California	558	546	658	564	425	554	554	554	554	554																
Riverside Highland Water Co.	4,745	4,241	5,535	4,147	3,326	1,903	2,641	2,938	3,498	3,651																
Western Entities Total:	**70,373**	**64,867**	**70,944**	**65,102**	**60,983**	**60,131**	**60,300**	**53,463**	**60,099**	**60,120**																
Total:	**260,616**	**238,974**	**251,981**	**240,205**	**218,712**	**213,587**	**195,260**	**188,822**	**211,432**	**201,134**																

Agency	SWP Spreading Delivery 2017	2018	2019	2020	2021	SWP Direct Delivery 2017	2018	2019	2020	2021	TOTAL SWP Water 2017	2018	2019	2020	2021
	Source: SBVMWD SWP Orders and Accounting					*Source: SBVMWD SWP Orders and Accounting*					*Source: SBVMWD SWP Orders and Accounting*				
Bear Valley Mutual Water Company	-	-	-	-	-	466	144	101	518	83	466	144	101	518	83
City of Colton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Loma Linda	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Redlands	-	-	-	-	-	129	-	-	290	-	129	-	-	290	-
City of Rialto	2,428	-	526	526	-	-	-	-	-	-	2,428	-	526	526	-
City of San Bernardino	9,185	-	-	-	-	5,816	-	-	-	-	15,001	-	-	-	-
East Valley Water District	1,704	-	-	-	-	297	522	2,219	852	1,849	2,001	522	2,219	852	1,849
Fontana Union Water Company	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loma Linda University	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mountain View Power Co.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Muscoy Mutual Water Company No. 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
San Bernardino County - Facility Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
San Bernardino Valley M.W.D.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Terrace Water Company	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
West Valley Water District	1,250	-	1,210	904	-	-	-	-	-	-	1,250	-	1,210	904	-
Yucaipa Valley Water District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Inside SBVWCD	-	-	-	-	-	941	632	29	32	247	941	632	29	32	247
Other Outside SBVWCD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
San Bernardino Entities Total:	**14,567**	**-**	**1,736**	**1,430**	**-**	**7,649**	**1,298**	**2,349**	**1,692**	**2,179**	**22,216**	**1,298**	**4,085**	**3,122**	**2,179**

Agency	Lytle Creek 1959	1960	1961	1962	1963	2017	2018	2019	2020	2021	Mill Creek 1959	1960	1961	1962	1963	2017	2018	2019	2020	2021
	Source: See surface water tab for individual sources										*Source: See surface water tab for individual sources*									
Bear Valley Mutual Water Company	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Colton	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Loma Linda	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Redlands	-	-	-	-	-	-	-	-	-	-	7,047	6,913	3,615	8,973	4,451	6,635	2,762	5,319	4,871	4,405
City of Rialto	624	626	625	587	624	1,241	1,002	1,396	1,583	967	-	-	-	-	-	-	-	-	-	-
City of San Bernardino	1,069	994	1,286	1,403	1,279	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
East Valley Water District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fontana Union Water Company	8,484	5,833	4,358	8,526	6,239	3,419	1,543	3,609	5,918	2,646	-	-	-	-	-	-	-	-	-	-
Loma Linda University	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mountain View Power Co.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Muscoy Mutual Water Company No. 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
San Bernardino County - Facility Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
San Bernardino Valley M.W.D.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Terrace Water Company	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
West Valley Water District	4,259	2,766	2,424	4,393	4,097	2,442	2,549	5,897	5,112	3,442	-	-	-	-	-	-	-	-	-	-
Yucaipa Valley Water District	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Inside SBVWCD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,782	352	1,331	354	335
Other Outside SBVWCD	-	-	-	-	-	595	755	622	711	676	-	-	-	-	-	-	-	-	-	-
San Bernardino Entities Total:	**14,436**	**10,219**	**8,693**	**14,909**	**12,239**	**7,697**	**5,849**	**11,524**	**13,324**	**7,731**	**7,047**	**6,913**	**3,615**	**8,973**	**4,451**	**8,417**	**3,114**	**6,650**	**5,225**	**4,740**

Agency	Santa Ana River 1959	1960	1961	1962	1963	2017	2018	2019	2020	2021
	Source: See surface water tab for individual sources									
Bear Valley Mutual Water Company	12,690	9,573	6,781	6,954	5,722	10,320	10,181	6,925	12,175	13,448
City of Colton	-	-	-	-	-	-	-	-	-	-
City of Loma Linda	-	-	-	-	-	-	-	-	-	-
City of Redlands	661	677	371	857	754	4,634	6,592	5,038	5,796	2,163
City of Rialto	-	-	-	-	-	-	-	-	-	-
City of San Bernardino	-	-	-	-	-	-	-	-	-	-
East Valley Water District	0	9	42	122	113	6,593	5,444	4,867	5,659	5,291
Fontana Union Water Company	-	-	-	-	-	-	-	-	-	-
Loma Linda University	-	-	-	-	-	-	-	-	-	-
Mountain View Power Co.	-	-	-	-	-	-	-	-	-	-
Muscoy Mutual Water Company No. 1	-	-	-	-	-	-	-	-	-	-
San Bernardino County - Facility Management	-	-	-	-	-	-	-	-	-	-
San Bernardino Valley M.W.D.	-	-	-	-	-	-	-	-	-	-
Terrace Water Company	-	-	-	-	-	-	-	-	-	-
West Valley Water District	-	-	-	-	-	-	-	-	-	-
Yucaipa Valley Water District	-	-	-	-	-	-	-	-	-	-
Other Inside SBVWCD	7,081	6,437	4,718	6,259	4,933	-	-	-	-	-
Other Outside SBVWCD	-	-	-	-	-	-	-	-	-	-
San Bernardino Entities Total:	**20,432**	**16,696**	**11,913**	**14,192**	**11,523**	**21,547**	**22,216**	**16,830**	**23,630**	**20,902**

	Bear Valley Santa Ana River 2017	2018	2019	2020	2021
	Source: See surface water tab for individual sources				
Total Bear Valley Santa Ana River	10,320	10,181	6,925	12,175	13,448
	Source: SBVMWD In-Lieu Calcualtion Table				
All In Lieu Water	4,147	7,066	300	3,080	8,274
	Source: Watermaster Volume 1 Table 1				
Bear Valley Wells	12	39	15	208	67
	Source: EVWD Operations				
EVWD Surface Actual Deliveries	3,439	4,149	4,035	3,203	4,233

	Redlands Cooley Hat Data 2017	2018	2019	2020	2021
	Source: Watermaster Volume 1 Table 1				
City of Redlands	9,957	5,836	12,500	13,519	10,463

	Base Period Santa Ana River Diversion 1959	1960	1961	1962	1963
	Source: Watermaster and BVMWC				
North Fork Water	7,081	6,446	4,761	6,381	5,047
City of Redlands	117	78	70	103	173
Bear Valley Mutu	12,424	9,403	6,585	6,774	5,616
Total SAR Diversi	**19,622**	**15,927**	**11,416**	**13,258**	**10,836**
Bear Valley Alder	266	170	196	180	106
Bear Valley Wells	4709	4609	7791	5156	4690
	4975	4779	7987	5336	4796
Redlands Tunnel	544	599	301	754	581

Corrections for Previous Years	
Agency	None
Bear Valley Mutual Water Company	$ -
City of Colton	$ -
City of Loma Linda	$ -
City of Redlands	$ -
City of Rialto	$ -
City of San Bernardino	$ -
East Valley Water District	$ -
Fontana Union Water Company	$ -
Loma Linda University	$ -
San Bernardino Valley M.W.D.	$ -
West Valley Water District	$ -
Yucaipa Valley Water District	$ -
Total GC Parties:	**$ -**
Mountain View Power Co.	$ -
Muscoy Mutual Water Company No. 1	$ -
San Bernardino County - Facility Management	$ -
Terrace Water Company	$ -
Other Inside SBVWCD	$ -
Other Outside SBVWCD	$ -
San Bernardino Non-Parties Total:	**$ -**
Western Entities Total:	**$ -**
Total:	**$ -**

Notes

Credit for Water Brought to the Basin	
Agency	New Recycled Water (AF)
Bear Valley Mutual Water Company	-
City of Colton	-
City of Loma Linda	-
City of Redlands	4,731
City of Rialto	-
City of San Bernardino	-
East Valley Water District	-
Fontana Union Water Company	-
Loma Linda University	-
San Bernardino Valley M.W.D.	-
West Valley Water District	-
Yucaipa Valley Water District	-
Total GC Parties:	**4,731**
Mountain View Power Co.	-
Muscoy Mutual Water Company No. 1	-
San Bernardino County - Facility Management	-
Terrace Water Company	-
Other Inside SBVWCD	-
Other Outside SBVWCD	-
San Bernardino Non-Parties Total:	**-**
Western Entities Total:	**-**
Total:	**4,731**

Recycled Water

Redlands - Credit for Recycled water either for recharge or delivered to Edison. 2,068AF of recycled water was present in the base period and is subtracted from the total. Data provided by the agency.

SBB GC Water Charge FY2023-24		
GC Parties	FY23-24 Water Cost ($)	FY23-24 Water Cost (AF)
Bear Valley Mutual Water Company	$ -	0
City of Colton	$ 77,683	656
City of Loma Linda	$ 132,569	1120
City of Redlands	$ 57,899	489
City of Rialto	$ 155,589	1314
City of San Bernardino	$ 1,056,556	8924
East Valley Water District	$ 394,790	3334
Fontana Union Water Company	$ 145,571	1229
Loma Linda University	$ 26,308	222
San Bernardino Valley M.W.D.	$ 2,367	20
West Valley Water District	$ 322,265	2722
Yucaipa Valley Water District	$ 3,186	27
Total GC Parties:	**$2,374,783**	**20057**

SBB GC O&M Charge FY2023-24	
GC Parties	FY23-24 O&M Cost (AF)
Bear Valley Mutual Water Company	$ 594
City of Colton	$ 15,462
City of Loma Linda	$ 46,146
City of Redlands	$ 225,832
City of Rialto	$ 47,423
City of San Bernardino	$ 368,652
East Valley Water District	$ 110,211
Fontana Union Water Company	$ 30,586
Loma Linda University	$ 9,412
San Bernardino Valley M.W.D.	$ 9
West Valley Water District	$ 76,680
Yucaipa Valley Water District	$ 852
Total GC Parties:	**$ 931,858**

City Council/Successor Agency Meeting **J. 12.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8476 to adopt the Senate Bill No. 1 Road Repair and Accountability Act (SB1) Project List and approve funding for the City's Pavement Management Program, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to adopt Resolution No. 8476.

RECOMMENDATION:

Staff recommends City Council determine that adoption of Resolution No. 8476 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and adopt Resolution No. 8476.

DISCUSSION:

In April 2017, the California Legislature passed Senate Bill No. 1 Road Repair and Accountability Act (SB1). In order to address basic road maintenance, rehabilitation, and critical safety needs on both the California state highway system and local streets and road systems, SB1 dedicated approximately $1.5 billion each year statewide through the following:

- Increased per gallon fuel taxes;
- Increased per gallon diesel fuel excise taxes;
- Increased vehicle registration fees; and

- Provided for inflationary adjustments to tax rates in future years.

In order to be eligible to expend SB1 funding, each year cities must submit to the California Transportation Commission (CTC) a proposed project list adopted by Resolution. Once reviewed and adopted by the CTC, the list of cities eligible to receive funding is sent to the State Controller to begin the apportionment process. The proposed project list may be adjusted as funding is received, and constructed projects must have a minimum of twenty (20) years estimated service life. For fiscal year 23/24, staff proposes to adopt the attached project list and to utilize the estimated $1,801,191 SB1 funding allocation to supplement the Pavement Management Program (PMP) 2023 Street Resurfacing Project.

Adoption of Resolution No. 8476 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, since this action will not have a significant impact on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation, although this will delay reimbursement of SB1 program funding to the City.

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

Fiscal Year: FY 23/24
Revenue Generating: Yes
Appropriation Required Y/N: No
Budgeted Y/N: Yes
Account No.: 211910
Discussion:

There is no fiscal impact associated with this action. The Fiscal Year 23/24 budget includes both the revenues and expenditures related to SB1 funding.

Attachments

Resolution 8476
Exhibit A to the Resolution

RESOLUTION NO. 8476

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING A ROAD REPAIR AND ACCOUNTABILITY ACT PROJECT LIST FOR THE 2023-2024 FISCAL YEAR

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017), was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of City of Redlands (City) are aware of the projects proposed for funding in our community, and which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $1,801,191 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the seventh year in which the City is receiving SB1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and nobility options for the traveling public that would not have otherwise been possible without SB1; and

WHEREAS, the City used the Pavement Management Program (PMP) to determine the SB 1 project list and ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB1 will supplement other funding to rehabilitate approximately 25 lane miles throughout the City in the PMP 2023 Street Resurfacing Project; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will assist the City in continuing to fund the City's PMP program;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands, as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The following proposed project list is attached hereto as Exhibit "A" may utilize fiscal year 2023-24 Road Maintenance and Rehabilitation Account revenues in their delivery. With

the listing of these projects in the adopted fiscal year resolution, the City is affirming to the public and the State its intent to fund these projects with Road Maintenance and Rehabilitation Account Revenues:

> PMP 2023 Street Resurfacing Project will maintain and rehabilitate approximately 25 lane miles of various streets in the City of Redlands. The maintenance efforts include slurry sealing, crack sealing, and thin grinding with asphalt concrete overlay. The rehabilitation efforts includes removing and replacing existing asphalt, grinding and overlay with hot mix asphalt, and full depth reclamation. It also includes restriping, replacing traffic loops, manhole rim adjustment, etc. The project is anticipated to begin construction in winter 2023, with an estimated construction timeline of 6 months, and an estimated project life of at least 20 years where rehabilitation methods are implemented.

Section 3. Adoption of this Resolution has no environmental impact and therefore such action is exempt from review under the California Environmental Quality Act ("CEQA") in accordance with State CEQA guidelines section 15061 (b)(3).

ADOPTED, SIGNED AND APPROVED this 6th day of June 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 6th day of June, 2023, by the following vote.:

A YES :
NOES:
ABSTAIN :
ABSENT :

_____

Jeanne Donaldson, City Clerk

EXHIBIT “A”

PMP 2023 STREET RESURFACING PROJECT

[ATTACHED]

EXHIBIT "A"

PMP 2023 STREET RESURFACING PROJECT

STREET SEGMENTS

No.	*Street Name*	*From Street*	*To Street*
1	ALTA LOMA	COUNTRY CLUB DR	DEAD END
2	ALTA ST	SAN JUAN AVE	SAN BERNARDINO AVE
3	ARDMORE AVE	BERMUDA DR	DEAD END
4	BELLA VISTA CT	DEAD END	BELLEVUE AVE
5	BERMUDA DR	DEAD END	ARDMORE AVE
6	BERMUDA DR	EVERGREEN CT	DEAD END
7	BROOKDALE DR	BROOKSIDE AVE	DALE LN
8	BROOKDALE DR	DALE LN	DEAD END
9	BUCKINGHAM DR	CAMELOT DR	RESERVOIR RD
10	CAMELOT DR	WIMBLETON DR	DEAD END
11	CENTER ST	CHARLESTON LN	RIDGE ST
12	CENTRAL AVE	CHURCH ST	CITRUS AVE
13	CENTRAL AVE	GROVE ST	KAYE CT
14	CENTRAL AVE	KAYE CT	CRAIG CT
15	CENTRAL AVE	CRAIG CT	JUDSON ST
16	CHURCH ST	SAN BERNARDINO AVE	PIONEER AVE
17	CIMARRON CT	DEAD END	CIMARRON DR
18	CIMARRON CT	CIMARRON DR	DEAD END
19	CITRUS AVE	JUDSON ST	LINCOLN ST
20	CITRUS AVE	LINCOLN ST	DEARBORN ST
21	CITRUS AVE	GROVE ST	JUDSON ST
22	CLAY ST	LOGONIA AVE	DELAWARE AVE
23	CLUB DR	SUNSET DR	ASHFORTH DR
24	CONCORD LN	RESERVOIR RD	SHEFIELD LN
25	CORONADO DR	DEAD END	ARDMORE AVE
26	COUNTRY CLUB DR	SUNSET DR N	VALLEY VIEW DR
27	COUNTRY CLUB LN	VERDE VISTA DR	DEAD END
28	CRESTVIEW RD	DEVONSHIRE DR	BUCKINGHAM DR
29	CRESTVIEW RD	BRADBURY DR	DEVONSHIRE DR
30	DALE LN	DEAD END	DALE LN
31	DALE LN	DALE LN	DEAD END
32	DALE LN	DEAD END	SAN JACINTO ST
33	DALE LN	DALE LN	DEAD END
34	DALE LN	SAN JACINTO ST	HAMLIN PL
35	DEARBORN ST	COLTON AVE	BROCKTON AVE
36	DRACENA CT	CIMARRON DR	DEAD END
37	EDGEMONT DR	SUNSET DR S	229 EDGEMONT DR
38	EVERGREEN CT	CORONADO DR	BERMUDA DR
39	EVERRON CT	EVERGREEN CT	DEAD END
40	FAIRMONT DR	PVMT CHNGE (370' N' EDGEMO	1751 FAIRMONT DR
41	FAIRMONT DR	1751 FAIRMONT DR	SUNSET DR
42	FAIRWAY DR	COUNTRY CLUB DR	WABASH AVE
43	FALLBROOK CT	FALLBROOK AVE	DEAD END
44	FOUNTAIN CT	FOUNTAIN AVE	DEAD END
45	FREMONT ST	FALLBROOK AVE	DEAD END
46	FULBRIGHT AVE	NANETTE ST	NANETTE ST

PMP 2023 STREET RESURFACING PROJECT

STREET SEGMENTS

47	HAMLIN PL	DALE LN	NANETTE ST
48	HAMPTON RD	CRESTVIEW RD	BRADBURY DR
49	HASTINGS CT 1	HASTINGS ST	DEAD END
50	HASTINGS ST	OLIVE AVE	FALLBROOK AVE
51	HERALD ST	UNION AVE	BROCKTON AVE
52	HERALD ST	SUN AVE	UNION AVE
53	HERALD ST	COLTON AVE	SUN AVE
54	HERRINGTON DR	GREENBRIAR CT	LA SALLE ST
55	INDEPENDENCE AVE	CARNES CIR	WABASH AVE
56	INDEPENDENCE AVE	ADAMS ST	WESTBROOK CIR
57	INDIANA CT	LUGONIA AVE	END
58	JUNIPER CT	DEAD END	ROOSEVELT RD
59	KIRBY CT	DOYLE AVE	DEAD END
60	LA PALOMA ST	FERN AVE	CLARK ST
61	LAUREL AVE	STEELE ST	BELLEVUE AVE
62	LEXINGTON LN	RESERVOIR RD	SHEFIELD LN
63	MANZANITA RD	FAIRMONT DR	DEAD END
64	MATTHEW CT	DEAD END	TAMARISK ST
65	MICHAEL CT	BUCKINGHAM DR	DEAD END
66	NANETTE ST	HAMLIN PL	OLIVE AVE
67	NANETTE ST	DEAD END	HAMLIN PL
68	NANETTE ST	FULBRIGHT AVE	FLETCHER AVE
69	NORWOOD ST	OLIVE AVE	DEAD END
70	OXFORD DR	DEAD END	BROCKTON AVE
71	PALM AVE	CORAL CT	DEAD END
72	PALM AVE	FORD ST	CORAL CT
73	PARKER CT	KANSAS ST	DEAD END
74	PARKWOOD DR	OLIVE AVE	GLENWOOD DR
75	PENNSYLVANIA AVE	ORANGE ST	ALTA ST
76	PENNSYLVANIA AVE	DeANZA ST	CHURCH ST
77	PENNSYLVANIA AVE	ALTA ST	LASSEN ST
78	PROSPECT DR	FOUNTAIN AVE	PROSPECT ST
79	RACHEL CT	DEAD END	TAMARISK ST
80	REBECCA CREST	ALESSANDRO RD	DEAD END
81	ROMA ST	BROOKSIDE AVE	DEAD END
82	SAN JACINTO ST	DALE LN	OLIVE AVE
83	SAN JUAN AVE	DEAD END	ALTA ST
84	SAN MARCOS AVE	DEAD END	ALTA ST
85	SHEFIELD LN	CONCORD LN	DEAD END
86	SMILEY HEIGHTS DR	WOODEN BRIDGE LN	CALLE DE LAS PALMAS
87	SOPHIA CT	BUCKINGHAM DR	DEAD END
88	SUN AVE	ORANGE ST	ALTAS ST
89	SUN AVE	ALTA ST	POST ST
90	SUNNYSIDE AVE	SMILEY HEIGHTS DR	END
91	SUNNYSIDE AVE	EDGEHILL LN	SMILEY HEIGHTS DR
92	THOMAS AVE	BERKELEY DR	END
93	UNIVERSITY AVE	PENNSYLVANIA AVE	SAN BERNARDINO AVE

PMP 2023 STREET RESURFACING PROJECT

STREET SEGMENTS

94	VALLEY VIEW DR	COUNTRY CLUB DR	DEAD END
95	VALLEY VIEW DR	COUNTRY CLUB DR	SUNSET DR N
96	VERDE VISTA DR	COUNTRY CLUB DR	END
97	VIA VISTA DR	MARGARITA DR	COUNTRY CLUB DR
98	VINTON WY	SUNSET AVE	DEAD END
99	WASHINGTON ST	COLTON AVE	SUN AVE
100	WASHINGTON ST	UNION AVE	BROCKTON AVE
101	WIMBLETON DR	CRESTVIEW DR	CAMELOT DR
102	YUKON ST	DENISE AVE	GAIL AVE

City Council/Successor Agency Meeting **J. 13.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the sole source procurement of two (2) Rectangular Rapid Flashing Beacon signs and one (1) In-Pavement LED Crosswalk System from NexTech Systems, Inc. for a total of $72,242.43 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve the sole source procurement of two (2) Rectangular Rapid Flashing Beacon signs and one (1) In-Pavement LED Crosswalk System from NexTech Systems, Inc. for a total of $72,242.43.

RECOMMENDATION:

Staff recommends City Council approve the sole source procurement of two (2) Rectangular Rapid Flashing Beacon signs and one (1) In-Pavement LED Crosswalk System from NexTech Systems, Inc. for a total of $72,242.43.

DISCUSSION:

Staff recently developed plans and specifications and issued a bid notice for construction of the Crosswalk Installation Project (Project), which includes the construction of crosswalks at four (4) locations, three (3) of which lack vehicle traffic control. The scope of work includes the installation of marked crosswalks, Rectangular Rapid Flashing Beacon signs (RRFBs), In-Pavement LED Crosswalk Systems (Safety Lighting), concrete curbs and gutters, concrete curb ramps with detectable warning mats, striping, and signs. On March 23, 2023, the City Clerk's office received four (4) bids for the Project. All bids significantly exceeded the available Project budget and the Engineer's construction cost estimate, and City Council rejected all bids on May 16, 2023. Soon after, staff

evaluated alternatives for advancing the Project within the available budget and determined that pre-purchasing RRFBs and Safety Lighting, and using City staff to install signs and pavement markings would significantly reduce Project costs.

For consistency, the City uses Carmanah R920-F RRFBs and LaneLight MLK150 Safety Lighting exclusively. These products are only available for direct purchase through NexTech Systems, Inc, the regional distributor of Carmanah and LaneLight products. Staff recommends City Council approval of a sole source procurement of two (2) Carmanah RRFBs and one (1) LaneLight Safety Lighting from NexTech Systems, Inc. for a total of $72,242.43.

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
Dana Abramovitz-Daniel, Procurement Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Johana Silva, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 22/23
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	101400

Discussion:

There is no fiscal impact associated with this procurement. Sufficient funds for the procurement of the equipment is included in the FY 22/23 MUED budget.

Attachments

NexTech Sole Source
NexTech Systems Quote
Carmanah Sole Source Letter
LaneLight Sole Source Letter
Location Map

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: 5/3/23

TO: Purchasing Division

FROM: MUED

Purchase Requisition # _____

Estimated Total Cost: $ 72,242.43

Proposed Vendor: NexTech Systems, Inc.

Request Term: One Time

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:

City's specification calls for the use of Carmanah R920-F Rectangular Rapid Flashing Beacons. In addtion, LaneLight MLK150 In-pavement LED Crosswalk System has been standardized throughout the City. NexTech Systems, Inc. is the sole vendor in Southern California.

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**

Explore alternative products that would provide similar services.

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

Goutam Dobey Digitally signed by Goutam Dobey DN: C=US, E=gdobey@cityofredlands.org, O=City of Redlands, OU=MUED, CN=Goutam Dobey Date: 2023.05.03 17:23:15-07'00' 5/3/23

Prepared by Date

5/3/23

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Quote

#2023-341

4/25/2023

NexTech Systems, Inc.
Traffic & Safety Solutions
13885 Alton Parkway, Suite A, Irvine, CA 92618 (T) 949-916-2664

Customer
City of Redlands
Johana Silva
35 Cajon St
Suite 15A
Redlands, CA

Project	Project Location
Carmanah RRFB & LaneLight IRWL Pricing- Crosswalk Installation Project #400024	City of Redlands

Qty	Item	Description	
	Bid Item	**8: Solar RRFB Systems with APS - Locations: 1) 5th Avenue-sheet 3 of 5 2) Central Ave- sheet 3 of 5 *** POLES NOT INCLUDED *****	
4	84662	R920-F solar engine	
4	86328	Top of pole mount, 3.5 - 4.5" OD Round, no side holes, no arms.	
8	37912	Standard battery 17.2 Ahr.	
8	87668	Light bar with confirmation lights, incl. mounting bracket- Black	
8	78227	Light bar harness, 16' (std.)	
4	89070	Polara iNX audible push button 9 x 12in R10-25 sign and mount Yellow	
4	89119	iNX or Guardian audible push button harness 16ft	
4	R62E-Braille	9 x 12 Braille PB Sign- dual head arrows	
8	91345	Sign, S1-1 School Zone, 36”, DG, FYG	
4	90404	Sign, W16-7pR Right Diagonal Arrow Plaque, 24 x 12”- DG -VIP FYG	
4	90405	Sign, W16-7pL Left Diagonal Arrow Plaque, 24 x 12”- DG VIP Sheeting FYG	
	Subtotal		**$21,828.00**
	Bid Item	**9: LaneLight In-Pavement LED XW w/ APS Location: Wabash Ave - sheet 4 of 5**	
1	LL-XW-U-20-ASPH-NO-EPOX	LANELIGHT XW, 20 UNI DIRECTIONAL LIGHTS W/INSTALLATION MATERIAL, NO EPOXY, FOR ASPHALT	
1	CN-MK10-LI-BASIC-CONTROLL-IRWL-DRIVER-PKG	MK10 SYSTEM CONTROLLER FOR USE WITH LITHIUM BATTERY & AC POWER SUPPLY, LANELIGHT DRIVER PACKAGE	
1	LL-SPS-12-40-50-AL-CAB	ALUM CABINET, 12V - 50W SOLAR POWER SUPPLY, BATTERY (1) 40AH LITHIUM , SOLAR CHARGE CONTROLLER	

General Terms & Conditions

1. Unless otherwise stated, quotes are valid for a period of 30 days.
2. Shipping costs are determined at time of quoting and will be charged in accordance to actual charges at the time of order/delivery. Deliveries requiring special handling (lift-gate, forklift etc.) will incur an additional charge. Where no shipping charge is included in the quote, we will bill for actual shipping cost.
3. Standard terms of payment are payment in advance or, upon credit approval, net 30 days from the date of invoice. Credit card payments are accepted for an additional charge of 3%.
4. Technical support, not installation, if not already stated as included in the quote is available for $600 per location and must be pre-scheduled at least 2-3 weeks in advance of installation/turn-on date.
5. Minimum order is $500.

NexTech Systems, Inc.
Traffic & Safety Solutions
13885 Alton Parkway, Suite A, Irvine, CA 92618 (T) 949-916-2664

Quote

#2023-341

4/25/2023

Customer
City of Redlands
Johana Silva
35 Cajon St
Suite 15A
Redlands, CA

Project	Project Location
Carmanah RRFB & LaneLight IRWL Pricing- Crosswalk Installation Project #400024	City of Redlands

Qty	Item	Description	
2	PB-INX-Y	INX POLARA ANNUNCIATING PUSH BUTTON STATION, AMBER, BLUETOOTH W/LED (R10-25 9 x 12) W/12 FT CABLE	
400	CA-WB-18-3C	18 AWG 3 C control LaneLight RRFB 300V cable	
300	CA-WB-18-8C	18 AWG 8C ACTIVATION POLARA MODEL X /OTHER - 300V CABLE	
4	SN-S11-36-FYG	S1-1 SIGNS STATIC FYG 36"; NO LEDs; T HOLES..	
2	SN-W167PR-2412-FYG	W16-7P-R, 24" x 12", FLUORESCENT YELLOW GREEN, DOWN RIGHT ARROW, T HOLES US, ANTI GRAFFITI W/ MASK	
2	SN-W167PL-2412- FYG	W16-7P-L, 24" x 12", FLUORESCENT YELLOW GREEN, DOWN LEFT ARROW, T HOLES US, ANTI GRAFFITI W/ MASK	
20	IN-IT-FLEX-EPOXY	Epoxy to be delivered at time of technical supervision/support. If additional epoxy is needed, cost is $50 per gallon	
1	NexTech Support	NexTech On-Site Tech Support	
	Subtotal		**$40,131.43**
	NOTE	**OPTIONAL ADD-ON EQUIPMENT (IF NEEDED)** ***The in-pavement crosswalk sheets shows one note with RRFB system, but it is not mentioned in the specification as part of the system. Attempts to reach out to the City were unsuccessful. We have included below the cost to add on RRFB systems (would need RRFBs on either side of crosswalk) as an option to this quote.**	
4	LL-RRFB-PLUS-1-SIDED	RRFB HEAD, BLACK, WITH 1 SIDE LIGHT LED AND ITEM RRFB HUB MOUNT, AMBER LED LIGHTS	
2	CN-UFL-24-12-ENCL	UNIVERSAL FLASHER INTERFACE 24V - 12V, POTTED WITH SMALL ENCLOSURE FOR POLE SURFACE MOUNT	
	Subtotal		**$3,886.48**

General Terms & Conditions

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3. Standard terms of payment are payment in advance or, upon credit approval, net 30 days from the date of invoice. Credit card payments are accepted for an additional charge of 3%.
4. Technical support, not installation, if not already stated as included in the quote is available for $600 per location and must be pre-scheduled at least 2-3 weeks in advance of installation/start on date.
5. Minimum order is $500.

NexTech Systems, Inc.
Traffic & Safety Solutions
13885 Alton Parkway, Suite A, Irvine, CA 92618 (T) 949-916-2664

Quote

#2023-341

4/25/2023

Customer
City of Redlands
Johana Silva
35 Cajon St
Suite 15A
Redlands, CA

Project	Project Location
Carmanah RRFB & LaneLight IRWL Pricing- Crosswalk Installation Project #400024	City of Redlands

Signage only included for RRFB systems as detailed on quote. Poles not included.

Sales tax not included and will be added upon order.

Technical supervision during installation is required for the LaneLight crosswalk installation and is included in the quote. Please schedule 2-3 weeks prior to installation.

**Note: Polara XAV Pushbutton Systems are end of life; the new iNX is the replacement and has been quoted for all systems.

Quote valid for ordering through 6/30/23.

Subtotal	$65,845.91
Est. Shipping Cost	$950.00
Tax Total (8.75%)	$5,446.52
Total	$72,242.43

General Terms & Conditions

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2. Shipping costs are determined at time of quoting and will be charged in accordance to actual charges at the time of order/delivery. Deliveries requiring special handling (lift-gate, forklift etc.) will incur an additional charge. Where no shipping charge is included in the quote, we will bill for actual shipping cost.
3. Standard terms of payment are payment in advance or, upon credit approval, net 30 days from the date of invoice. Credit card payments are accepted for an additional charge of 3%.
4. Technical support, not installation, if not already stated as included in the quote is available for $600 per location and must be pre-scheduled at least 2-3 weeks in advance of installation/turn-on date.
5. Minimum order is $500.

carmanah®

Carmanah Technologies Corp.
250 Bay St.
Victoria, BC
Canada, V9A 3K5

January 1, 2023

To Whom it May Concern,

Please be advised that **NexTech Systems, Inc.,** with offices at 13885 Alton Pkwy Ste A, Irvine, CA 92618, is the authorized Preferred Reseller for **Carmanah Technologies Corporation**'s products in Southern California and our sole source distributor in this territory. NexTech can provide product training, technical support, sales, warranty, and overall support of our traffic safety products. These products include our rectangular rapid flashing beacons (RRFBs), warning beacons, school zone beacons, and SpeedCheck radar speed displays.

We have a longstanding relationship with NexTech and entrust them with all aspects of distributing and supporting our products. If there are any concerns, please contact me to discuss.

Regards,

Jeremy Hancyk
Business Development Manager
Carmanah Technologies Corp.
jhancyk@carmanah.com
+1 250 412 8345

LaneLight

16-17 755 VANALMAN AVE
VICTORIA, BC, CANADA V8Z 3B8

tel 1.250.381.4836
toll-free 1.866.466.4836

email info@lanelight.com
lanelight.com

January 1, 2023

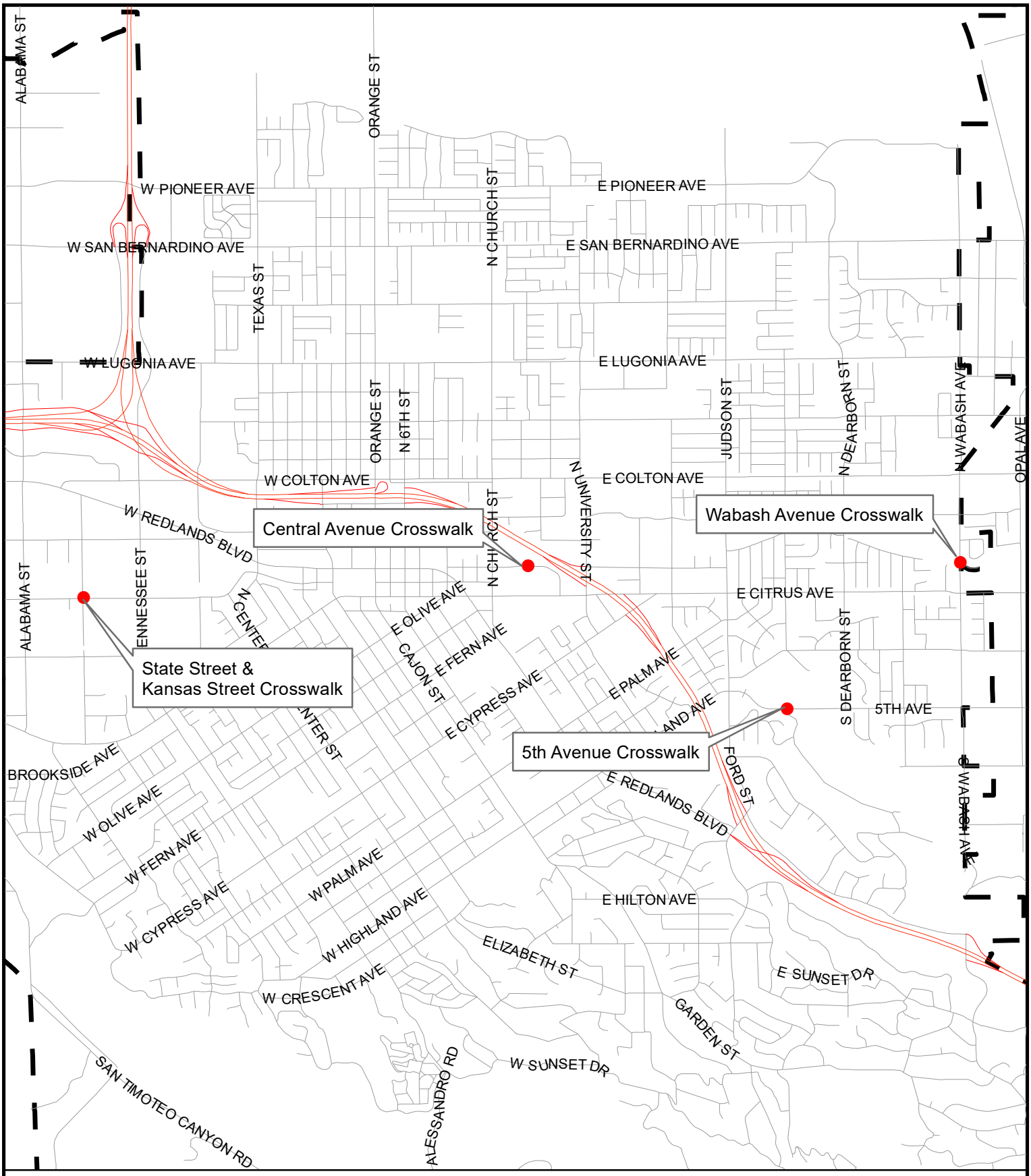
LANELIGHT DISTRIBUTOR – SOUTHERN CALIFORNIA

To whom it may concern,

This is to confirm that Nextech Systems Inc. is the exclusive distributor for LaneLight systems in Southern California.

Sincerely,

Stephanie Carr, CEO



CROSSWALK INSTALLATION PROJECT
Location Map

City Council/Successor Agency Meeting **J. 14.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Reject all bids received for Water and Wastewater Treatment Supplies and direct staff to solicit new bids (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to reject all bids received for Water and Wastewater Treatment Supplies and direct staff to solicit new bids.

RECOMMENDATION:

Staff recommends City Council reject all bids received for Water and Wastewater Treatment Supplies and direct staff to solicit new bids.

DISCUSSION:

In accordance with the City's procurement protocol, staff issued a Request for Bids on March 23, 2023 for Water and Wastewater Treatment Plant Supplies. The following three (3) bids were received on April 6, 2023:

COMPANY	LOCATION	BID PRICE
Ferguson Waterworks (dba Pollard Water)	Poway, CA	$105,421.28
USA Bluebook (dba HD Supply)	Gurnee, IL	$142,129.24
Core & Main	Perris, CA	$121,473.84

A comprehensive review and analysis identified incomplete bid responses and significant mathematical errors. These errors warrant the rejection of all bids. Staff recommends City Council approve the rejection of all bids and direct staff to solicit new bids for these services.

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
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Ashley Rosario, Senior Administrative Assistant

Fiscal Impact

Discussion:
There is no fiscal impact for this action.

Attachments

Bid Opening Report
Bid Analysis

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
REVISED BID OPENING REPORT

The following bids were opened on the **6th day of April 2023**, at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water and Wastewater Treatment Plant Supplies-20230323-PM (4)**. 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 (1)	Bid Amount
1	Ferguson Waterworks dba Pollard Water, Poway CA	Yes	No	$105,421.28
2	USABlueBook, Gurnee, IL	Yes	No	$142,129.24
3	Core & Main, Perris CA	Yes	No	No Sum Bid

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Christian Duenez

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. 20230323-PM(4) **BID DATE:** 4/6/2023

BID NAME: WATER & WASTEWATER TREATMENT PLANT SUPPLIES **FISCAL YEAR:** 2023/2024

Line Item No.	Item Number	Description	Quantity	HD SUPPLY FACILITIES MAINTENANCE d/b/a/ USABLUEBOOK		CORE & MAIN		FERGUSON d.b.a. POLLARD WATER	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	27256	Water, Deionized, 4 L	12	$42.09	$505.08	$42.09	$505.08	$52.61	$631.32
2	246149	Formazin Turbidity Standard, 4000 NTU, 500 mL	6	$119.00	$714.00	$119.00	$714.00		$0.00
3	2097000	Disposable Wipes, 11 x 22 cm, 280 per package	60	$12.73	$763.80	$3.68	$220.80		$0.00
4	2105560	DPD Free Chlorine Reagent, Swiftes Dispenser Refill Vial, 250 Tests	30	$65.69	$1,970.70	$65.69	$1,970.70	$85.40	$2,562.00
5	2444400	Chlorine (Total) Test Kit, Model CN-21P	10	$93.89	$938.90	$93.89	$938.90	$121.95	$1,219.50
6	2659505	Stablcal® Turbidity Standards Calibration Kit, 0 - 7500 NTU, Sealed Vials	10	$465.00	$4,650.00	$465.00	$4,650.00		$0.00
7	2660153	Stablcal® Turbidity Standard, 20.0 NTU, Bottle (1 L)	12	$222.00	$2,664.00	$222.00	$2,664.00		$0.00
8	2756549	pH Electrode Storage Solution, 500 mL	6	$53.95	$323.70	$53.95	$323.70		$0.00
9	2947600	Buffer Solution Kit, Color-coded, pH 4.01, pH 7.00 and pH 10.01, 500 mL	6	$40.89	$245.34	$40.89	$245.34	$51.11	$306.66
10	2978500	Surface Scatter® 7 Turbidimeter with sc200 Controller, CH 1	2		$0.00	$8,767.00	$17,534.00		$0.00
11	7121649	Turbidity Standard, Stablcal®, 400.0 NTU, 500 mL	6	$102.00	$612.00	$102.00	$612.00		$0.00
12	9531000	Pocket Pro pH Tester	4	$167.00	$668.00	$167.00	$668.00		$0.00
13	HQ440D	HQ440D Laboratory Dual Input, Multi-Parameter Meter	2	$2,393.00	$4,786.00	$2,393.00	$4,786.00		$0.00
14	LXV404.99.00552	Hach sc200 Digital Controller w/ (2) Digital Hach Sensor Inputs, 24 VDC	5		$0.00	$3,244.00	$16,220.00		$0.00
15	LXV445.99.10112	Hach TU5300sc Low-Range Turbidimeter	5	$2,710.00	$13,550.00	$2,710.00	$13,550.00		$0.00
16	LZY901	Hach Glass Verification Rod, <0.1 NTU (Solid Secondary Standard)	2	$1,401.00	$2,802.00	$1,401.00	$2,802.00		$0.00
17	LZY835	Hach StablCal Calibration Set w/ RFID Tags	2	$672.00	$1,344.00	$672.00	$1,344.00		$0.00
18	LPV442.99.01012	TU5200 Laboratory Laser Turbidimeter without RFID, EPA Version	2	$5,205.00	$10,410.00	$5,205.00	$10,410.00		$0.00
19	LXV445.99.53112	TU5300 sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version	4	$3,826.00	$15,304.00	$3,826.00	$15,304.00	$4,500.00	$18,000.00
20	PHC30101	Intellical™ PHC301 Laboratory General Purposes Refillable pH Electrode, 1 m Cable	6	$422.00	$2,532.00	$422.00	$2,532.00		$0.00
21	S21M004	Filling Solution, Reference, 3 M KCl with AgCl, 100 mL	12	$33.99	$407.88	$33.99	$407.88		$0.00
22	2802300	DPD Free Chlorine Reagent, Swiftest Dispenser	20	$86.45	$1,729.00	$86.45	$1,729.00	$112.40	$2,248.00
23	1895000	Lamp Assembly for 1720D and 1720E Low-range Turbidimeters	20	$87.95	$1,759.00	$97.95	$1,959.00		$0.00
24	2106069	PhosVer 3 Powder Pillow 100 count	14	$52.69	$737.66	$52.69	$737.66	$65.25	$913.50
25	2427606	Glass Sample Cells 6 count	12	$63.99	$767.88	$63.99	$767.88	$83.15	$997.80
26	2105660	DPD4 Total chlorine dispenser	10	$71.39	$713.90	$71.39	$713.90	$92.80	$928.00
27	MMS-SS 41 L	Lutz Drum Pump Tube 47"	2		$0.00		$0.00		$0.00
28	B36/MI4	Lutz 120v 640w Open Drip Proof Motor	2		$0.00		$0.00		$0.00
29	A1-1T	Blue-White FLEXFLO A-100N Replacement Flex-A-Thane	12	$49.00	$588.00		$0.00	$49.00	$588.00
30	Eclipse No. 88	Sampling Station Cold Climate #88, 4' Bury Depth, Low Lead, 88-LLBRASS-48"BURY	8	$1,342.00	$10,736.00	$1,550.00	$12,400.00	$1,299.00	$10,392.00
31	2051CD2A22A1AM4	Rosemount 2051 Pressure Transmitter, with LOI Differential, -250 to 250"H2O	8	$2,529.95	$20,239.60		$0.00	$2,540.10	$20,320.80
32	2088G2S22A1M4	2088 Gauge Pressure Transmitter 0 to 150 psi, with LOI Display	8	$1,669.95	$13,359.60		$0.00	$1,664.55	$13,316.40
33	3051CD2A22A1A M5	3051 Differential pressure transmitter, with LCD display	4	$3,349.95	$13,399.80		$0.00	$3,097.80	$12,391.20
34	0306RT	Rosemount 306 In-Line Manifold	8	$240.95	$1,927.60		$0.00	$303.50	$2,428.00
35	705S13C0A005.000000.000C20050A	KPSI Series 705 Submersible Transmitter, 0 to 5 PSI	8		$0.00		$0.00	$773.05	$6,184.40
36	330S13B0B150.000000.000B10350A	KPSI 320 Submersible Level Transmitter, 316 SS, 0 to 150 PSI	8		$0.00		$0.00	$1,023.00	$8,184.00
37	N/A	DE chlorination Tablets, 45 lbs	6	$670.00	$4,020.00	$794.00	$4,764.00	$634.95	$3,809.70
38	FHZ25S**-GV	High-Performance Hydrant Meter w/ Gate Valve, 22"L, Cubic Feet	4	$1,689.95	$6,759.80		$0.00		$0.00
39	5760102N	DCT Double-Wall Tank for Sodium Hypochlorite, 360 Gallon	4		$0.00		$0.00		$0.00
40	ECSL 08-96x96x84	Corrosion resistant, one-piece insulated fiberglass shelter	1		$0.00		$0.00		$0.00
		TOTAL SUM BID (Item 1 - 40)			**$141,929.24**		**$121,473.84**		**$105,421.28**

City Council/Successor Agency Meeting **J. 15.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Reject all bids received for Hazardous Waste Removal services at water and wastewater facilities and direct staff to solicit new bids (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to reject all bids received for Hazardous Waste Removal services at water and wastewater facilities and direct staff to solicit new bids.

RECOMMENDATION:

Staff recommends City Council reject all bids received for Hazardous Waste Removal services at water and wastewater facilities and direct staff to solicit new bids.

DISCUSSION:

In accordance with Federal Environmental Protection Agency and San Bernardino County Certified Unified Program Agency regulations, the City is required to properly dispose of hazardous and non-hazardous waste generated at its water and wastewater facilities. This requires support from an appropriately certified contracted hazardous waste removal company. Typically, this service is needed every six (6) months for routine waste disposal or on an emergency basis in response to a hazardous waste spill requiring additional resources.

In accordance with the City's procurement protocol, staff issued a Request for Bid on March 23, 2023, for these services. The following six (6) bids were received on April 12, 2023:

BID OPENING SUMMARY	
BIDDERS	**BID TOTAL**
1. Environmental & Chemical Consulting, Inc., Mentone, CA	$20,630.08
2. Advanced Chemical Transport, dba ACT Enviro, Redlands, CA	$24,844.30
3. HCI Environmental, Corona, CA	$27,510.40
4. Clean Harbors, Norwell, MA	$32,255.68
5. Environmental Logistics, Bloomington, CA	$37,411.00
6. Alpha Petroleum Transport, Inc., Corona, CA	$44,156.75

A comprehensive review of proposals identified an administrative error in the bid solicitation. Therefore, staff recommends City Council reject all bids and direct staff to solicit new bids for these services.

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
Goutam Dobey, City Engineer
Fernando Mata, Wastewater Utility Manager
Paul Mariscal, Water Production Superintendent

PREPARED BY:
Shannon Simmers, Regulatory Compliance Officer

Fiscal Impact

Fiscal Year: FY 22/23

Discussion:

There is no fiscal impact associated with this action.

Bid Opening Report

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **12th day of April 2023 at 1:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Hazardous Waste Removal Project No. 20230323-2SYS**. 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 (1)	Total Bid Amount
1	Environmental & Chemical Consulting, Inc., Mentone CA	Yes	1 Acknowledged	$20,630.08
2	Advanced Chemical Transport, Inc. dba ACT Enviro, Redlands CA	Yes	1 Acknowledged	$24,844.30
3	HCI Environmental, Corona CA	Yes	1 Acknowledged	$27,510.40
4	Clean Harbors, Norwell MA	Yes	None Acknowledged	$32,255.68
5	Environmental Logistics, Bloomington CA	Yes	None Acknowledged	$37,411.00
6	Alpha Petroleum Transport, Inc., Corona CA	Yes	1 Acknowledged	$44,156.75

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Christian Duenez; Shannon Simmers

City Council/Successor Agency Meeting **J. 16.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8367 establishing a midblock crosswalk on Wabash Avenue between Sylvan Boulevard and Montecito Lane adjacent to Crafton Elementary School, and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the Traffic and Parking Commission and staff recommendations are appropriate, the following motion is provided:

I move to adopt Resolution No. 8367.

RECOMMENDATION:

TRAFFIC AND PARKING COMMISSION RECOMMENDATION

On June 29, 2022, the Traffic and Parking Commission voted unanimously to recommend City Council approval of a midblock crosswalk on Wabash Avenue between Sylvan Boulevard and Montecito Lane adjacent to Crafton Elementary School.

STAFF RECOMMENDATION

Staff recommends City Council adopt Resolution No. 8367 to establish a midblock crosswalk on Wabash Avenue between Sylvan Boulevard and Montecito Lane adjacent to Crafton Elementary School 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:

Recently, staff received a petition requesting the installation of a midblock crosswalk on Wabash Avenue between Sylvan Boulevard and Montecito Lane adjacent to Crafton Elementary School. Staff met with residents and Redlands Unified School District personnel to better understand the concern and to discuss potential locations for a crosswalk. This segment of Wabash Avenue is adjacent to Crafton Elementary School and the Zanja Peak Trail, which contributes to significant pedestrian traffic. The closest controlled pedestrian crossing is located at the Citrus Avenue/Wabash Avenue intersection, which is approximately 800 feet from the proposed crosswalk location.

There is no California Manual of Uniform Traffic Control Devices (CAMUTCD) midblock crosswalk standard for streets similar to Wabash Avenue. However, CAMUTCD does provide recommendations to enhance driver awareness for crosswalks on uncontrolled streets such as:

- Parking prohibitions;
- Pedestrian crossing signs with downward pointing arrows; and
- High-visibility crosswalk marking pattern.

Staff conducted an engineering study to evaluate potential pedestrian safety improvements at the proposed midblock crosswalk location and recommends the installation of in-roadway crosswalk warning lights, curb extensions, pavement markings, and signage in addition to typical crosswalk safety improvements.

Adoption of Resolution No. 8367 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
Rachel Tolber, Interim Chief of Police
Rich Sessler, Fire Chief
Goutam K. Dobey, City Engineer

PREPARED BY:
Johana Silva, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 22/23
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	101400-8501

Discussion:

There is no fiscal impact associated with approval of this resolution. The FY 22/23 MUED budget includes funding for this project.

Attachments

Attachment A - Resolution No. 8367
Attachment B - Location Map

RESOLUTION NO. 8367

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A MIDBLOCK CROSSWALK AT WABASH AVENUE BETWEEN SYLVAN BOULEVARD AND MONTECITO LANE ADJACENT TO CRAFTON ELEMENTARY SCHOOL PURSUANT TO TITLE 10 OF THE REDLANDS MUNICIPAL CODE

WHEREAS, pursuant to studies made under the authority of Title 10 of the Redlands Municipal Code, and the presentation of information contained in such studies, the City Council of the City of Redlands has determined that certain traffic regulations are necessary to protect the public health, safety, and welfare and should be established pursuant to Title 10 of the Redlands Municipal Code;

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

Section 1. This City Council determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(c) which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment. This City Council finds with certainty that there is no possibility the approval of this Resolution may have a significant effect on the environment.

Section 2. Pursuant to Section 10.48.010 of the Redlands Municipal Code, the City Council hereby establishes a midblock crosswalk at Wabash Avenue between Sylvan Boulevard and Montecito Lane adjacent to Crafton Elementary School.

Section 3. City staff is hereby directed to take all actions to undertake the installation of in-roadway crosswalk warning lights, curb extension, painting, and signage to implement this Resolution.

ADOPTED, SIGNED AND APPROVED this 6th day of June, 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 6th day of June, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk



LEGEND

- NO PARKING ZONE
- YIELD LINE STRIPING
- IN-ROADWAY CROSSWALK WARNING LIGHTS
- CITY BOUNDARY
- CURB RAMP
- 24" CONTINENTAL CROSSWALK STRIPING
- PCC CURB EXTENSION

CITY OF REDLANDS
Municipal Utilities and Engineering Department

WABASH STREET PROPOSED MIDBLOCK CROSSWALK

EXHIBIT
NTS

SHEET 1 OF 1

City Council/Successor Agency Meeting **J. 17.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Public Works Contract with Tryco General Engineering for the 2022 Citywide Sidewalk and ADA Ramp Replacement Project to extend the time for completion by thirty (30) calendar days (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve the First Amendment to the Public Works Contract with Tryco General Engineering for the 2022 Citywide Sidewalk and ADA Ramp Replacement Project to extend the time for completion by thirty (30) calendar days.

RECOMMENDATION:

Staff recommends City Council approval of a First Amendment to the Public Works Contract with Tryco General Engineering (Tryco) to construct the 2022 Citywide Sidewalk and ADA Ramp Replacement Project to extend the time for completion by thirty (30) calendar days.

DISCUSSION:

On December 6, 2022, City Council approved a Public Works Contract with Tryco General Engineering (Tryco) to construct the 2022 Citywide Sidewalk and ADA Ramp Replacement Project (Project) for an amount not-to-exceed $1,000,000. The Project will replace approximately 3 miles of lifted and broken sidewalks and forty-five (45) ADA curb ramps in various locations throughout the City.

The Project schedule has been delayed by several weeks due to inclement weather and Tryco has notified staff that the Contract completion time must be extended. Staff agrees and recommends a Contract amendment to increase the time for completion by thirty (30) calendar days, resulting in a revised time for completion of one hundred eighty (180) calendar days. This is the only Contract revision proposed.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so would prevent completion of the project.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Goutam K. Dobey, City Engineer

PREPARED BY:
Elva Arellanes, Associate Engineer

Fiscal Impact

Discussion:
There is no fiscal impact associated with this action.

Attachments

First Amendment to Tryco Contract
Executed Contract_Tryco (Reference Only)

FIRST AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract for the 2022 Citywide Sidewalk and ADA Ramp Replacement Project dated December 6, 2022 (the "Contract"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Tryco General Engineering, a California corporation ("Contractor"), is made and entered into this 6th day of June, 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; and

WHEREAS, the City Council approved the contract with contractor for work in accordance with the Contract Documents for City's 2022 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. 400022;

NOW, THEREFORE, in consideration of the mutual promises contained herein City and Contractor agree as follows:

AGREEMENT

Section 1. The time for completion, as set forth in Section 3 of the Contract, is hereby amended to increase Contractor's time for completion and shall 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 Contract shall remain unchanged by this First Amendment, and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of the 6th day of June, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

TRYCO GENERAL ENGINEERING

By: _____
Sylvan Kirtley, Secretary

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 6th day of December 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 Tryco General Engineering, 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: 2022 Citywide Sidewalk and ADA Ramp Replacement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2022 Citywide Sidewalk and ADA Ramp Replacement, Project No. 400022 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of one million dollars ($1,000,000) 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 One Hundred Fifty (150) 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) 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.

[SIGNATURES ON FOLLOWING PATE]

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)

TRYCO GENERAL ENGINEERING
Name of Contractor

By: _____
Signature of Authorized Agent

Secretary
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

960285
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
2022 Citywide Sidewalk and ADA Ramp Replacement Project
Project No. 400022

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 21 day of November, 2022.

TRYCO GENERAL ENGINEERING
(Contractor)
Dylan Kirtley
(Signature)
Secretary
(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 No. 54736
Premium: $13,500.00
Premium Based on Final Contract Amount

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Tryco General Engineering (hereinafter designated as "Principal") have entered into an agreement dated December 6, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2022 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. 400022 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, Western National Mutual Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of one million dollars ($1,000,000) 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 November 16, 2022.

(SEAL)

Tryco General Engineering
(Contractor)

(Signature)

(SEAL)

Western National Mutual Insurance Company
(Surety)

BY
(Signature) Pietro Micciche, Attorney-in-Fact

Address: 4700 West 77th Street
Edina, MN 55435-4818

L:\ca\Agreements\Tryco Engineering PW Construction Contract-FY22-0074.doc-jm

(Seal and Notarial Acknowledgment of Surety) Telephone (855) 283-8106

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Los Angeles)

On NOV 16 2022 before me, Angel Nunez, Notary Public,

Date *Here Insert Name and Title of the Officer*

personally appeared Pietro Micciche

Name(s) of Signer(s)

,

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.

ANGEL NUNEZ
Notary Public - California
Los Angeles County
Commission # 2321675
My Comm. Expires Mar 14, 2024

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Tryco General Engineering (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated December 6, 2022, and identified as 2022 Citywide Sidewalk and ADA Ramp Replacement Project, Project No. 400022 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 dollars ($1,000,000) 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.

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on November 16, 2022.

(SEAL)

Tryco General Engineering
(Contractor)

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

Western National Mutual Insurance Company
(Surety)

BY:
(Signature) Pietro Micciche, Attorney-in-Fact

Address: 4700 West 77th Street
Edina, MN 55435-4818

Telephone: (855) 283-8106

L:\ca\Agreements\Tryco Engineering PW Construction Contract-FY22-0074.doc-jm

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Los Angeles)

On NOV 16 2022 before me, Angel Nunez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Pietro Micciche
Name(s) of Signer(s)

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 _____
Signature of Notary Public

ANGEL NUNEZ
Notary Public - California
Los Angeles County
Commission # 2321675
My Comm. Expires Mar 14, 2024

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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WESTERN NATIONAL INSURANCE

The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Patricia Zenizo, Pietro Micciche, Manuel Reguerra, and Elisabete Salazar** ,
Preferred Bonding Services (#9760)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 ($7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.

Jon R. Hebeisen, Secretary

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

JENNIFER A. YOUNG
NOTARY PUBLIC
MINNESOTA
My Commission Expires 01/31/2026

Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

WESTERN NATIONAL MUTUAL INSURANCE CORPORATE SEAL MINNESOTA

Jennifer A. Young, Assistant Secretary

Signed and sealed at the City of Edina, MN this 16th day of November, 2022

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 TRYCO GENERAL ENGINEERING

Business Location 25499 Redlands Blvd #113
Loma Linda, Ca 92354-2008

Business Owner(s) TRY KIRKLEY

Business Type Contractor- General

Description GENERAL ENGINEERING CONTRACTOR

TRYCO GENERAL ENGINEERING
PO BOX 391
RIMFOREST, CA 92378

Certificate Number: 08116604

Effective Date July 01, 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.

TRYCO GENERAL ENGINEERING:

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

HD11104B
4000000240 240/1

Certificate Number: 08116604

Date of Issue: 07/01/2022

TRYCO GENERAL ENGINEERING
PO BOX 391
RIMFOREST CA 92378-0391

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.

Tryco General Engineering

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.

PO Box 391

6 City, state, and ZIP code

Rimforest CA 92378

Requester's name and address (optional)

City of Redlands
35 Cajon St. 15A
Redlands CA 92373

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

2	7	–	5	1	2	1	3	2	7

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** ▶ Sylvan Kistler **Date** ▶ 11/21/22

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.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2022

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 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 Delaney Insurance Agency, Inc. 8231 White Oak Ave. Rancho Cucamonga CA 91730	CONTACT NAME: Matt Dogero PHONE (A/C, No, Ext): (909) 481-7222 FAX (A/C, No): (909) 481-7217 E-MAIL ADDRESS: schelle@delaneyins.com
INSURED Tryco General Engineering PO Box 391 Rim Forest CA 92378	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Landmark American Insurance Company — 33138 INSURER B: California Automobile Insurance Company — 38342 INSURER C: Benchmark Insurance Company INSURER D: Topa Insurance Company INSURER E: Travelers Insurance Company INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		LHA141900	04/19/2022	04/19/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			BA040000067331	04/19/2022	04/19/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XL00204178-01	06/28/2022	04/19/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CST5023772	06/17/2022	06/17/2023	X WC STATU-TORY LIMITS 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
E	Inland Marine			QT-660-2R597661-TIL-21	04/20/2022	04/20/2023	$250,000.00 $382,127.00	LBR Scheduled

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

Project: Citywide Sidewalk and RDA Ramp Replacement Project # 400022
Certificte Holder, it successors and assigns are all named as Additional Insureds
Coverage is Primary and Non Contributory Waiver of Subrogation applies

Issuing agency will endeavor to mail 30 days written notice of cancellation; except 10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

City of Redlands
35 Cajon Blvd Suite 15A

Redlands, CA 92373

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 <SW>

Debra Williams

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This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED BLANKET – YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE	
Name of Person or Organization:	Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".

This endorsement effective 4/19/2022
forms part of Policy Number LHA141900
issued to TRYCO GENERAL ENGINEERING, INC ; TRYCO, INC.
by Landmark American Insurance Company

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): ANY PREMISES REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW
Name Of Person(s) Or Organization(s) (Additional Insured): ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW
Additional Premium: $ INCLUDED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 4/19/2022
forms part of Policy Number LHA141900
issued to TRYCO GENERAL ENGINEERING, INC ; TRYCO, INC.
by Landmark American Insurance Company

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POLICY # BA040000052188

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Mercury Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
II. EMPLOYEES AS INSUREDS
III. AUTOMATIC ADDITIONAL INSURED
IV. EMPLOYEE HIRED AUTO LIABILITY
V. SUPPLEMENTARY PAYMENTS
VI. FELLOW EMPLOYEE COVERAGE
VII. ADDITIONAL TRANSPORTATION EXPENSE
VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
X. LOAN/LEASE GAP COVERAGE
XI. GLASS REPAIR – DEDUCTIBLE WAIVER
XII. TWO OR MORE DEDUCTIBLES
XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
XIV. WAIVER OF SUBROGATION
XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
XVIII. HIRED AUTO – COVERAGE TERRITORY
XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)
SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS
SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED
SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY
SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS
SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:
SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee
This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

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VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to $50 per day to a maximum of $1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

c. If hired "autos" are covered "autos" for Liability Coverage in this policy and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

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X. LOAN/LEASE GAP COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
      (3) Security deposits not returned by the lessor;
      (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      (5) Carry-over balances from previous loans or leases.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III –PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., in the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

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XIV. WAIVER OF SUBROGATION

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

a. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and
(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if: is replaced by the following:

e. Anywhere in the world if:

(1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization as required by written contract	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 06/17/2022 Policy No.: CST5023772 Endorsement No.

Policy Effective Dates: 06/17/2022 - 06/17/2023

Insured: Tryco General Engineering

Carrier Name / Code: Benchmark Insurance Company A

Countersigned by _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization as required by written contract	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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Policy Effective Dates: 06/17/2022 - 06/17/2023

Insured: Tryco General Engineering

Carrier Name / Code: Benchmark Insurance Company A

WC 04 03 06
(Ed. 04-84)

Countersigned by _____

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City Council/Successor Agency Meeting **J. 18.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the grant award from the Board of State and Community Corrections, and approve an additional appropriation of $55,464.53 to the Police Department (Interim Police Chief Tolber)

MOTION(S):

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

I move to accept the grant award from the Board of State and Community Corrections, and approve an additional appropriation of $55,464.53 to the Police Department.

RECOMMENDATION:

Staff recommends that the City Council accept the grant award from the Board of State and Community Corrections to address Officer Wellness and Mental Health and approve an additional appropriation of $55,464.53 to the Police Department.

DISCUSSION:

The Budget Act of 2022 has authorized the Board of State and Community Corrections ("BSCC") to issue $50 million for city and county law enforcement agencies for the purpose of improving officer wellness and expanding mental health sources. The Redlands Police Department will be receiving $55,464.53 from BSCC which it plans to use to address officer wellness, mental health and provide peer support.

ALTERNATIVES:

Do not accept the grant award, or approve additional appropriation in the amount of $55,464.53.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel N. Tolber, Interim Police Chief

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

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

PREPARED BY:
Jimmy Nguyen, Management Analyst

Fiscal Impact

Fiscal Year:	2022/2023
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$55,464.53

Discussion:

The revenues and expenditures for this grant will be accounted for in the Governmental Grants Fund (200). Expenses will be appropriated into the training line item.

Attachments

BSCC Funding Notification Memo
Funding Distribution
Additional Appropriation

DATE: December 21, 2022

TO: Police Chiefs and Sheriffs

FROM: Linda Penner, Chair

SUBJECT: **OFFICER WELLNESS AND MENTAL HEALTH GRANT AWARD**

I am pleased to let you know that the BSCC has begun processing the Officer Wellness and Mental Health grants, which were included in the Budget Act of 2022. All eligible law enforcement agencies will receive their payment by February 15, 2023. This memorandum provides further information about the purposes of the grant, and requests your assistance in identifying the person in your agency who will be responsible for required data reporting.

This disbursement is being made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001. This funding is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the Penal Code. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources as follows:

1. Establishing officer wellness units or expanding existing officer wellness units.
2. Establishing peer support units or expanding peer support units.
3. Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement.
4. Expanding multiagency mutual aid programs focused on officer wellness and mental health.
5. Other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

For further information about this funding and to identify the amount of funding allocated to your agency, please visit the Board of State and Community Corrections' webpage for the Officer Wellness and Mental Health Grant available at https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/.

Provision 2 of the Budget Act requires each grant recipient to submit an expenditure report and a final impact report no later than December 1, 2025. Additionally, grant recipients will submit a brief annual expenditure report. Reports will be provided to the Commission on Peace Officer Standards and Training (POST). Detailed information regarding reporting requirements and reporting requirement webinars will be sent out in early 2023.

Please send the name and email address of the individual(s) within your agency who will be responsible for the implementation and reporting requirements for this grant to OfficerWellnessGrant@bscc.ca.gov by February 28, 2023 so they may receive additional information regarding detailed reporting requirements, webinars, and deadlines.

If you have any questions regarding this funding distribution, please email OfficerWellnessGrant@bscc.ca.gov and a BSCC staff member will respond.

Sincerely,



LINDA PENNER
Chair
Board of State & Community Corrections

Officer Wellness and Mental Health Grant Program
Funding Distribution Schedule

COUNTY	AGENCY NAME	AWARD AMOUNT
ALAMEDA COUNTY	ALAMEDA CO SD/CORONER	$ 709,103.49
ALAMEDA COUNTY	ALAMEDA PD	$ 47,741.62
ALAMEDA COUNTY	ALBANY PD	$ 20,000.00
ALAMEDA COUNTY	BAY AREA RAPID TRANSIT PD	$ 145,331.11
ALAMEDA COUNTY	BERKELEY PD	$ 106,014.48
ALAMEDA COUNTY	EAST BAY REG PARK DPS	$ 37,912.46
ALAMEDA COUNTY	EMERYVILLE PD	$ 28,000.00
ALAMEDA COUNTY	FREMONT PD	$ 117,949.89
ALAMEDA COUNTY	HAYWARD PD	$ 113,737.39
ALAMEDA COUNTY	LIVERMORE PD	$ 63,187.44
ALAMEDA COUNTY	NEWARK PD	$ 34,402.05
ALAMEDA COUNTY	OAKLAND PD	$ 483,032.87
ALAMEDA COUNTY	PIEDMONT PD	$ 15,000.00
ALAMEDA COUNTY	PLEASANTON PD	$ 54,762.45
ALAMEDA COUNTY	SAN LEANDRO PD	$ 49,847.87
ALAMEDA COUNTY	UNION CITY PD	$ 47,039.54
ALPINE COUNTY	ALPINE CO SO	$ 15,000.00
AMADOR COUNTY	AMADOR CO SO/CORONER	$ 32,997.89
AMADOR COUNTY	IONE PD	$ 15,000.00
AMADOR COUNTY	JACKSON PD	$ 15,000.00
AMADOR COUNTY	SUTTER CREEK PD	$ 15,000.00
BUTTE COUNTY	BUTTE CO SO/CORONER	$ 122,162.38
BUTTE COUNTY	CHICO PD	$ 65,293.69
BUTTE COUNTY	GRIDLEY PD	$ 15,000.00
BUTTE COUNTY	OROVILLE PD	$ 15,000.00
BUTTE COUNTY	PARADISE PD	$ 15,000.00
CALAVERAS COUNTY	ANGELS CAMP PD	$ 15,000.00
CALAVERAS COUNTY	CALAVERAS CO SD	$ 40,018.71
COLUSA COUNTY	COLUSA COUNTY SD	$ 25,000.00
COLUSA COUNTY	COLUSA PD	$ 15,000.00
COLUSA COUNTY	WILLIAMS PD	$ 15,000.00
CONTRA COSTA COUNTY	ANTIOCH PD	$ 77,229.09
CONTRA COSTA COUNTY	BRENTWOOD PD	$ 46,337.46
CONTRA COSTA COUNTY	CLAYTON PD	$ 15,000.00
CONTRA COSTA COUNTY	CONCORD PD	$ 93,376.99
CONTRA COSTA COUNTY	CONTRA COSTA CO SO/CORONER	$ 435,993.33
CONTRA COSTA COUNTY	EL CERRITO PD	$ 25,000.00
CONTRA COSTA COUNTY	HERCULES PD	$ 20,000.00
CONTRA COSTA COUNTY	KENSINGTON PD	$ 15,000.00
CONTRA COSTA COUNTY	MARTINEZ PD	$ 28,000.00
CONTRA COSTA COUNTY	MORAGA PD	$ 15,000.00
CONTRA COSTA COUNTY	OAKLEY PD	$ 28,000.00
CONTRA COSTA COUNTY	PINOLE PD	$ 20,000.00
CONTRA COSTA COUNTY	PITTSBURG PD	$ 62,485.36
CONTRA COSTA COUNTY	PLEASANT HILL PD	$ 30,891.64
CONTRA COSTA COUNTY	RICHMOND PD	$ 83,547.84
CONTRA COSTA COUNTY	SAN PABLO PD	$ 37,912.46
CONTRA COSTA COUNTY	SAN RAMON PD	$ 46,337.46
CONTRA COSTA COUNTY	WALNUT CREEK PD	$ 51,252.03

COUNTY	AGENCY NAME	AWARD AMOUNT
DEL NORTE COUNTY	CRESCENT CITY PD	$ 15,000.00
DEL NORTE COUNTY	DEL NORTE COUNTY SO	$ 15,000.00
EL DORADO COUNTY	EL DORADO CO SO	$ 117,247.80
EL DORADO COUNTY	PLACERVILLE PD	$ 15,000.00
EL DORADO COUNTY	SOUTH LAKE TAHOE PD	$ 28,000.00
FRESNO COUNTY	CLOVIS PD	$ 73,718.68
FRESNO COUNTY	COALINGA PD	$ 15,000.00
FRESNO COUNTY	FIREBAUGH PD	$ 15,000.00
FRESNO COUNTY	FOWLER PD	$ 15,000.00
FRESNO COUNTY	FRESNO CO SO	$ 288,555.97
FRESNO COUNTY	FRESNO PD	$ 557,453.63
FRESNO COUNTY	HURON PD	$ 15,000.00
FRESNO COUNTY	KERMAN PD	$ 25,000.00
FRESNO COUNTY	KINGSBURG PD	$ 20,000.00
FRESNO COUNTY	MENDOTA PD	$ 15,000.00
FRESNO COUNTY	ORANGE COVE PD	$ 15,000.00
FRESNO COUNTY	PARLIER PD	$ 15,000.00
FRESNO COUNTY	REEDLEY PD	$ 25,000.00
FRESNO COUNTY	SANGER PD	$ 28,000.00
FRESNO COUNTY	SELMA PD	$ 28,000.00
GLENN COUNTY	GLENN CO SO/CORONER	$ 30,891.64
GLENN COUNTY	ORLAND PD	$ 15,000.00
HUMBOLDT COUNTY	ARCATA PD	$ 20,000.00
HUMBOLDT COUNTY	EUREKA PD	$ 28,000.00
HUMBOLDT COUNTY	FERNDALE PD	$ 15,000.00
HUMBOLDT COUNTY	FORTUNA PD	$ 15,000.00
HUMBOLDT COUNTY	HUMBOLDT CO SO	$ 128,481.13
HUMBOLDT COUNTY	RIO DELL PD	$ 15,000.00
IMPERIAL COUNTY	BRAWLEY PD	$ 20,000.00
IMPERIAL COUNTY	CALEXICO PD	$ 20,000.00
IMPERIAL COUNTY	CALIPATRIA PD	$ 15,000.00
IMPERIAL COUNTY	EL CENTRO PD	$ 28,083.31
IMPERIAL COUNTY	IMPERIAL CO SO	$ 63,187.44
IMPERIAL COUNTY	IMPERIAL PD	$ 15,000.00
IMPERIAL COUNTY	WESTMORLAND PD	$ 15,000.00
INYO COUNTY	BISHOP PD	$ 15,000.00
INYO COUNTY	INYO COUNTY SO	$ 28,000.00
KERN COUNTY	ARVIN PD	$ 15,000.00
KERN COUNTY	BAKERSFIELD PD	$ 305,405.96
KERN COUNTY	BEAR VALLEY PD	$ 15,000.00
KERN COUNTY	CALIFORNIA CITY PD	$ 15,000.00
KERN COUNTY	DELANO PD	$ 33,699.97
KERN COUNTY	KERN COUNTY SO	$ 501,989.10
KERN COUNTY	MCFARLAND PD	$ 15,000.00
KERN COUNTY	RIDGECREST PD	$ 25,000.00
KERN COUNTY	SHAFTER PD	$ 25,000.00
KERN COUNTY	STALLION SPRINGS PD	$ 15,000.00
KERN COUNTY	TAFT PD	$ 15,000.00
KERN COUNTY	TEHACHAPI PD	$ 15,000.00
KINGS COUNTY	AVENAL PD	$ 15,000.00
KINGS COUNTY	CORCORAN PD	$ 15,000.00
KINGS COUNTY	HANFORD PD	$ 42,827.04

COUNTY	AGENCY NAME	AWARD AMOUNT
KINGS COUNTY	KINGS CO SHERIFF'S OFFICE	$ 136,204.04
KINGS COUNTY	LEMOORE PD	$ 28,000.00
LAKE COUNTY	CLEARLAKE PD	$ 20,000.00
LAKE COUNTY	LAKE CO SO	$ 64,591.60
LAKE COUNTY	LAKEPORT PD	$ 15,000.00
LASSEN COUNTY	LASSEN CO SO	$ 38,614.55
LASSEN COUNTY	SUSANVILLE PD	$ 15,000.00
LOS ANGELES COUNTY	ALHAMBRA PD	$ 56,868.70
LOS ANGELES COUNTY	ARCADIA PD	$ 45,635.37
LOS ANGELES COUNTY	AZUSA PD	$ 36,508.30
LOS ANGELES COUNTY	BALDWIN PARK PD	$ 40,720.79
LOS ANGELES COUNTY	BELL GARDENS PD	$ 32,295.80
LOS ANGELES COUNTY	BELL PD	$ 25,000.00
LOS ANGELES COUNTY	BEVERLY HILLS PD	$ 94,781.16
LOS ANGELES COUNTY	BURBANK PD	$ 103,908.23
LOS ANGELES COUNTY	CLAREMONT PD	$ 28,000.00
LOS ANGELES COUNTY	COVINA PD	$ 40,720.79
LOS ANGELES COUNTY	CULVER CITY PD	$ 70,910.35
LOS ANGELES COUNTY	DOWNEY PD	$ 80,037.42
LOS ANGELES COUNTY	EL MONTE PD	$ 75,824.93
LOS ANGELES COUNTY	EL SEGUNDO PD	$ 37,912.46
LOS ANGELES COUNTY	GARDENA PD	$ 60,379.11
LOS ANGELES COUNTY	GLENDALE PD	$ 162,883.18
LOS ANGELES COUNTY	GLENDORA PD	$ 34,402.05
LOS ANGELES COUNTY	HAWTHORNE PD	$ 64,591.60
LOS ANGELES COUNTY	HERMOSA BEACH PD	$ 28,000.00
LOS ANGELES COUNTY	HUNTINGTON PARK PD	$ 37,210.38
LOS ANGELES COUNTY	INGLEWOOD PD	$ 120,056.14
LOS ANGELES COUNTY	IRWINDALE PD	$ 25,000.00
LOS ANGELES COUNTY	LA VERNE PD	$ 28,000.00
LOS ANGELES COUNTY	LONG BEACH PD	$ 520,243.25
LOS ANGELES COUNTY	LOS ANGELES CO SD	$ 6,548,325.00
LOS ANGELES COUNTY	LOS ANGELES PD	$ 6,499,179.21
LOS ANGELES COUNTY	MANHATTAN BEACH PD	$ 40,720.79
LOS ANGELES COUNTY	MONROVIA PD	$ 32,295.80
LOS ANGELES COUNTY	MONTEBELLO PD	$ 47,741.62
LOS ANGELES COUNTY	MONTEREY PARK PD	$ 49,847.87
LOS ANGELES COUNTY	PALOS VERDES ESTATES PD	$ 15,000.00
LOS ANGELES COUNTY	PASADENA PD	$ 152,351.94
LOS ANGELES COUNTY	POMONA PD	$ 105,312.40
LOS ANGELES COUNTY	REDONDO BEACH PD	$ 63,187.44
LOS ANGELES COUNTY	SAN FERNANDO PD	$ 25,000.00
LOS ANGELES COUNTY	SAN GABRIEL PD	$ 32,997.89
LOS ANGELES COUNTY	SAN MARINO PD	$ 25,000.00
LOS ANGELES COUNTY	SANTA MONICA PD	$ 141,118.62
LOS ANGELES COUNTY	SIERRA MADRE PD	$ 15,000.00
LOS ANGELES COUNTY	SIGNAL HILL PD	$ 28,000.00
LOS ANGELES COUNTY	SOUTH GATE PD	$ 51,954.12
LOS ANGELES COUNTY	SOUTH PASADENA PD	$ 28,000.00
LOS ANGELES COUNTY	TORRANCE PD	$ 141,820.70
LOS ANGELES COUNTY	VERNON PD	$ 30,189.55
LOS ANGELES COUNTY	WEST COVINA PD	$ 65,293.69

COUNTY	AGENCY NAME	AWARD AMOUNT
LOS ANGELES COUNTY	WHITTIER PD	$ 87,058.25
MADERA COUNTY	CHOWCHILLA PD	$ 20,000.00
MADERA COUNTY	MADERA CO SO	$ 75,122.84
MADERA COUNTY	MADERA PD	$ 40,720.79
MARIN COUNTY	BELVEDERE PD	$ 15,000.00
MARIN COUNTY	CENTRAL MARIN POLICE AUTHORITY	$ 28,000.00
MARIN COUNTY	FAIRFAX PD	$ 15,000.00
MARIN COUNTY	MARIN CO SO	$ 132,693.62
MARIN COUNTY	MILL VALLEY PD	$ 20,000.00
MARIN COUNTY	NOVATO PD	$ 39,316.63
MARIN COUNTY	ROSS PD	$ 15,000.00
MARIN COUNTY	SAN RAFAEL PD	$ 44,933.29
MARIN COUNTY	SAUSALITO PD	$ 15,000.00
MARIN COUNTY	TIBURON PD	$ 15,000.00
MARIPOSA COUNTY	MARIPOSA CO SO	$ 44,231.21
MENDOCINO COUNTY	FORT BRAGG PD	$ 15,000.00
MENDOCINO COUNTY	MENDOCINO CO SO	$ 75,824.93
MENDOCINO COUNTY	UKIAH PD	$ 20,000.00
MENDOCINO COUNTY	WILLITS PD	$ 15,000.00
MERCED COUNTY	ATWATER PD	$ 20,000.00
MERCED COUNTY	DOS PALOS PD	$ 15,000.00
MERCED COUNTY	GUSTINE PD	$ 15,000.00
MERCED COUNTY	LIVINGSTON PD	$ 15,000.00
MERCED COUNTY	LOS BANOS PD	$ 30,189.55
MERCED COUNTY	MERCED CO SO	$ 84,249.92
MERCED COUNTY	MERCED PD	$ 65,995.77
MODOC COUNTY	ALTURAS PD	$ 15,000.00
MODOC COUNTY	MODOC CO SO	$ 15,000.00
MONO COUNTY	MAMMOTH LAKES PD	$ 15,000.00
MONO COUNTY	MONO CO SD	$ 20,000.00
MONTEREY COUNTY	CARMEL PD	$ 15,000.00
MONTEREY COUNTY	DEL REY OAKS PD	$ 15,000.00
MONTEREY COUNTY	GONZALES PD	$ 15,000.00
MONTEREY COUNTY	GREENFIELD PD	$ 20,000.00
MONTEREY COUNTY	KING CITY PD	$ 15,000.00
MONTEREY COUNTY	MARINA PD	$ 25,000.00
MONTEREY COUNTY	MONTEREY CO SHERIFF'S OFFICE	$ 196,583.15
MONTEREY COUNTY	MONTEREY PD	$ 32,997.89
MONTEREY COUNTY	PACIFIC GROVE PD	$ 20,000.00
MONTEREY COUNTY	SALINAS PD	$ 96,887.41
MONTEREY COUNTY	SAND CITY PD	$ 15,000.00
MONTEREY COUNTY	SEASIDE PD	$ 25,000.00
MONTEREY COUNTY	SOLEDAD PD	$ 15,000.00
NAPA COUNTY	CALISTOGA PD	$ 15,000.00
NAPA COUNTY	NAPA CO SO	$ 72,314.51
NAPA COUNTY	NAPA PD	$ 44,933.29
NAPA COUNTY	SAINT HELENA PD	$ 15,000.00
NEVADA COUNTY	GRASS VALLEY PD	$ 25,000.00
NEVADA COUNTY	NEVADA CITY PD	$ 15,000.00
NEVADA COUNTY	NEVADA CO SO	$ 42,827.04
NEVADA COUNTY	TRUCKEE PD	$ 20,000.00
ORANGE COUNTY	ANAHEIM PD	$ 260,472.67

COUNTY	AGENCY NAME	AWARD AMOUNT
ORANGE COUNTY	BREA PD	$ 41,422.88
ORANGE COUNTY	BUENA PARK PD	$ 58,272.86
ORANGE COUNTY	COSTA MESA PD	$ 93,376.99
ORANGE COUNTY	CYPRESS PD	$ 37,210.38
ORANGE COUNTY	FOUNTAIN VALLEY PD	$ 42,827.04
ORANGE COUNTY	FULLERTON PD	$ 79,335.34
ORANGE COUNTY	GARDEN GROVE PD	$ 122,162.38
ORANGE COUNTY	HUNTINGTON BEACH PD	$ 148,841.52
ORANGE COUNTY	IRVINE PD	$ 160,776.93
ORANGE COUNTY	LA HABRA PD	$ 50,549.95
ORANGE COUNTY	LA PALMA PD	$ 20,000.00
ORANGE COUNTY	LAGUNA BEACH PD	$ 34,402.05
ORANGE COUNTY	LOS ALAMITOS PD	$ 15,000.00
ORANGE COUNTY	NEWPORT BEACH PD	$ 94,079.08
ORANGE COUNTY	ORANGE CO SD/CORONER	$ 1,285,513.36
ORANGE COUNTY	ORANGE PD	$ 102,504.07
ORANGE COUNTY	PLACENTIA PD	$ 32,295.80
ORANGE COUNTY	SANTA ANA PD	$ 246,431.01
ORANGE COUNTY	SEAL BEACH PD	$ 28,000.00
ORANGE COUNTY	TUSTIN PD	$ 65,293.69
ORANGE COUNTY	WESTMINSTER PD	$ 57,570.78
PLACER COUNTY	AUBURN PD	$ 15,000.00
PLACER COUNTY	LINCOLN PD	$ 25,000.00
PLACER COUNTY	PLACER COUNTY SO	$ 176,222.75
PLACER COUNTY	ROCKLIN PD	$ 41,422.88
PLACER COUNTY	ROSEVILLE PD	$ 89,866.58
PLUMAS COUNTY	PLUMAS CO SO	$ 25,000.00
RIVERSIDE COUNTY	BANNING PD	$ 28,000.00
RIVERSIDE COUNTY	BEAUMONT PD	$ 35,104.13
RIVERSIDE COUNTY	BLYTHE PD	$ 20,000.00
RIVERSIDE COUNTY	CATHEDRAL CITY PD	$ 34,402.05
RIVERSIDE COUNTY	CORONA PD	$ 104,610.32
RIVERSIDE COUNTY	DESERT HOT SPRINGS PD	$ 25,000.00
RIVERSIDE COUNTY	HEMET PD	$ 48,443.70
RIVERSIDE COUNTY	INDIO PD	$ 44,933.29
RIVERSIDE COUNTY	MENIFEE PD	$ 53,358.28
RIVERSIDE COUNTY	MURRIETA PD	$ 70,910.35
RIVERSIDE COUNTY	PALM SPRINGS PD	$ 68,804.10
RIVERSIDE COUNTY	RIVERSIDE CO SD	$ 1,951,087.72
RIVERSIDE COUNTY	RIVERSIDE PD	$ 245,026.85
SACRAMENTO COUNTY	AMTRAK PD	$ 25,000.00
SACRAMENTO COUNTY	CITRUS HEIGHTS PD	$ 54,762.45
SACRAMENTO COUNTY	ELK GROVE PD	$ 89,866.58
SACRAMENTO COUNTY	FOLSOM PD	$ 51,252.03
SACRAMENTO COUNTY	GALT PD	$ 28,000.00
SACRAMENTO COUNTY	SACRAMENTO CO SD	$ 902,176.22
SACRAMENTO COUNTY	SACRAMENTO PD	$ 480,926.62
SAN BENITO COUNTY	HOLLISTER PD	$ 28,000.00
SAN BENITO COUNTY	SAN BENITO CO SO	$ 37,912.46
SAN BERNARDINO COUNTY	BARSTOW PD	$ 28,000.00
SAN BERNARDINO COUNTY	CHINO PD	$ 77,931.18
SAN BERNARDINO COUNTY	COLTON PD	$ 37,210.38

COUNTY	AGENCY NAME	AWARD AMOUNT
SAN BERNARDINO COUNTY	FONTANA PD	$ 136,204.04
SAN BERNARDINO COUNTY	MONTCLAIR PD	$ 32,295.80
SAN BERNARDINO COUNTY	ONTARIO PD	$ 193,072.73
SAN BERNARDINO COUNTY	REDLANDS PD	$ 55,464.53
SAN BERNARDINO COUNTY	RIALTO PD	$ 78,633.26
SAN BERNARDINO COUNTY	SAN BERNARDINO CO SD	$ 1,347,296.63
SAN BERNARDINO COUNTY	SAN BERNARDINO PD	$ 172,010.25
SAN BERNARDINO COUNTY	UPLAND PD	$ 45,635.37
SAN DIEGO COUNTY	CARLSBAD PD	$ 84,952.00
SAN DIEGO COUNTY	CHULA VISTA PD	$ 163,585.26
SAN DIEGO COUNTY	CORONADO PD	$ 30,891.64
SAN DIEGO COUNTY	EL CAJON PD	$ 82,845.75
SAN DIEGO COUNTY	ESCONDIDO PD	$ 94,781.16
SAN DIEGO COUNTY	LA MESA PD	$ 42,124.96
SAN DIEGO COUNTY	NATIONAL CITY PD	$ 58,272.86
SAN DIEGO COUNTY	OCEANSIDE PD	$ 142,522.78
SAN DIEGO COUNTY	SAN DIEGO CO SD	$ 1,809,969.10
SAN DIEGO COUNTY	SAN DIEGO PD	$ 1,263,046.71
SAN FRANCISCO COUNTY	SAN FRANCISCO CO SO	$ 536,391.15
SAN FRANCISCO COUNTY	SAN FRANCISCO PD	$ 1,407,675.74
SAN JOAQUIN COUNTY	ESCALON PD	$ 15,000.00
SAN JOAQUIN COUNTY	LODI PD	$ 47,741.62
SAN JOAQUIN COUNTY	MANTECA PD	$ 51,252.03
SAN JOAQUIN COUNTY	RIPON PD	$ 20,000.00
SAN JOAQUIN COUNTY	SAN JOAQUIN CO SO	$ 223,262.29
SAN JOAQUIN COUNTY	STOCKTON PD	$ 275,918.49
SAN JOAQUIN COUNTY	TRACY PD	$ 73,718.68
SAN LUIS OBISPO COUNTY	ARROYO GRANDE PD	$ 20,000.00
SAN LUIS OBISPO COUNTY	ATASCADERO PD	$ 25,000.00
SAN LUIS OBISPO COUNTY	GROVER BEACH PD	$ 20,000.00
SAN LUIS OBISPO COUNTY	MORRO BAY PD	$ 15,000.00
SAN LUIS OBISPO COUNTY	PASO ROBLES PD	$ 28,000.00
SAN LUIS OBISPO COUNTY	PISMO BEACH PD	$ 20,000.00
SAN LUIS OBISPO COUNTY	SAN LUIS OBISPO CO SO	$ 216,943.54
SAN LUIS OBISPO COUNTY	SAN LUIS OBISPO PD	$ 42,124.96
SAN MATEO COUNTY	ATHERTON PD	$ 20,000.00
SAN MATEO COUNTY	BELMONT PD	$ 25,000.00
SAN MATEO COUNTY	BRISBANE PD	$ 15,000.00
SAN MATEO COUNTY	BROADMOOR PD	$ 15,000.00
SAN MATEO COUNTY	BURLINGAME PD	$ 28,000.00
SAN MATEO COUNTY	COLMA PD	$ 15,000.00
SAN MATEO COUNTY	DALY CITY PD	$ 63,889.52
SAN MATEO COUNTY	EAST PALO ALTO PD	$ 25,000.00
SAN MATEO COUNTY	FOSTER CITY PD	$ 28,000.00
SAN MATEO COUNTY	HILLSBOROUGH PD	$ 25,000.00
SAN MATEO COUNTY	MENLO PARK PD	$ 28,785.39
SAN MATEO COUNTY	PACIFICA PD	$ 25,000.00
SAN MATEO COUNTY	REDWOOD CITY PD	$ 56,166.61
SAN MATEO COUNTY	SAN BRUNO PD	$ 31,593.72
SAN MATEO COUNTY	SAN MATEO CO SHERIFF'S OFFICE	$ 202,199.81
SAN MATEO COUNTY	SAN MATEO PD	$ 75,122.84
SAN MATEO COUNTY	SOUTH SAN FRANCISCO PD	$ 53,358.28

COUNTY	AGENCY NAME	AWARD AMOUNT
SANTA BARBARA COUNTY	GUADALUPE PD	$ 15,000.00
SANTA BARBARA COUNTY	LOMPOC PD	$ 28,785.39
SANTA BARBARA COUNTY	SANTA BARBARA CO SO	$ 348,233.00
SANTA BARBARA COUNTY	SANTA BARBARA PD	$ 82,143.67
SANTA BARBARA COUNTY	SANTA MARIA PD	$ 83,547.84
SANTA CLARA COUNTY	CAMPBELL PD	$ 30,189.55
SANTA CLARA COUNTY	GILROY PD	$ 43,529.13
SANTA CLARA COUNTY	LOS ALTOS PD	$ 28,000.00
SANTA CLARA COUNTY	LOS GATOS PD	$ 28,000.00
SANTA CLARA COUNTY	MILPITAS PD	$ 60,379.11
SANTA CLARA COUNTY	MORGAN HILL PD	$ 28,000.00
SANTA CLARA COUNTY	MOUNTAIN VIEW PD	$ 57,570.78
SANTA CLARA COUNTY	PALO ALTO PD	$ 47,741.62
SANTA CLARA COUNTY	SAN JOSE PD	$ 758,951.36
SANTA CLARA COUNTY	SANTA CLARA CO SO	$ 841,095.03
SANTA CLARA COUNTY	SANTA CLARA PD	$ 98,291.57
SANTA CLARA COUNTY	SUNNYVALE DPS	$ 139,012.37
SANTA CRUZ COUNTY	CAPITOLA PD	$ 20,000.00
SANTA CRUZ COUNTY	SANTA CRUZ CO SO	$ 101,801.99
SANTA CRUZ COUNTY	SANTA CRUZ PD	$ 50,549.95
SANTA CRUZ COUNTY	SCOTTS VALLEY PD	$ 15,000.00
SANTA CRUZ COUNTY	WATSONVILLE PD	$ 47,039.54
SHASTA COUNTY	ANDERSON PD	$ 15,000.00
SHASTA COUNTY	REDDING PD	$ 72,314.51
SHASTA COUNTY	SHASTA CO SO	$ 82,845.75
SIERRA COUNTY	SIERRA CO SHERIFF'S OFFICE	$ 15,000.00
SISKIYOU COUNTY	ETNA PD	$ 15,000.00
SISKIYOU COUNTY	LAKE SHASTINA DISTRICT PD	$ 15,000.00
SISKIYOU COUNTY	MOUNT SHASTA PD	$ 15,000.00
SISKIYOU COUNTY	SISKIYOU CO SD	$ 45,635.37
SISKIYOU COUNTY	TULELAKE PD	$ 15,000.00
SISKIYOU COUNTY	WEED PD	$ 15,000.00
SISKIYOU COUNTY	YREKA PD	$ 15,000.00
SOLANO COUNTY	BENICIA PD	$ 28,000.00
SOLANO COUNTY	DIXON PD	$ 20,000.00
SOLANO COUNTY	FAIRFIELD PD	$ 82,143.67
SOLANO COUNTY	SOLANO CO SO	$ 120,056.14
SOLANO COUNTY	SUISUN CITY PD	$ 20,000.00
SOLANO COUNTY	VACAVILLE PD	$ 70,208.27
SOLANO COUNTY	VALLEJO PD	$ 61,783.27
SONOMA COUNTY	CLOVERDALE PD	$ 15,000.00
SONOMA COUNTY	COTATI PD	$ 15,000.00
SONOMA COUNTY	HEALDSBURG PD	$ 15,000.00
SONOMA COUNTY	PETALUMA PD	$ 46,337.46
SONOMA COUNTY	ROHNERT PARK DPS	$ 51,252.03
SONOMA COUNTY	SANTA ROSA PD	$ 117,247.80
SONOMA COUNTY	SEBASTOPOL PD	$ 15,000.00
SONOMA COUNTY	SONOMA CO SHERIFF'S OFFICE	$ 287,151.81
STANISLAUS COUNTY	CERES DPS	$ 32,997.89
STANISLAUS COUNTY	MODESTO PD	$ 127,779.04
STANISLAUS COUNTY	NEWMAN PD	$ 15,000.00
STANISLAUS COUNTY	OAKDALE PD	$ 20,000.00

COUNTY	AGENCY NAME	AWARD AMOUNT
STANISLAUS COUNTY	STANISLAUS CO SD	$ 369,997.56
STANISLAUS COUNTY	TURLOCK PD	$ 57,570.78
SUTTER COUNTY	SUTTER CO SO	$ 70,910.35
SUTTER COUNTY	YUBA CITY PD	$ 41,422.88
TEHEMA COUNTY	CORNING PD	$ 15,000.00
TEHEMA COUNTY	RED BLUFF PD	$ 20,000.00
TEHEMA COUNTY	TEHAMA CO SO	$ 47,039.54
TRINITY COUNTY	TRINITY COUNTY SO	$ 28,000.00
TULARE COUNTY	DINUBA PD	$ 28,000.00
TULARE COUNTY	EXETER PD	$ 15,000.00
TULARE COUNTY	FARMERSVILLE PD	$ 15,000.00
TULARE COUNTY	LINDSAY DPS	$ 15,000.00
TULARE COUNTY	PORTERVILLE PD	$ 46,337.46
TULARE COUNTY	TULARE CO SO	$ 358,062.16
TULARE COUNTY	TULARE PD	$ 46,337.46
TULARE COUNTY	VISALIA PD	$ 102,504.07
TULARE COUNTY	WOODLAKE PD	$ 15,000.00
TUOLUMNE COUNTY	SONORA PD	$ 15,000.00
TUOLUMNE COUNTY	TUOLUMNE CO SO	$ 65,293.69
VENTURA COUNTY	OXNARD PD	$ 152,351.94
VENTURA COUNTY	PORT HUENEME PD	$ 20,000.00
VENTURA COUNTY	SANTA PAULA PD	$ 25,000.00
VENTURA COUNTY	SIMI VALLEY PD	$ 77,229.09
VENTURA COUNTY	VENTURA CO SO	$ 503,393.27
VENTURA COUNTY	VENTURA PD	$ 95,483.24
YOLO COUNTY	DAVIS PD	$ 39,316.63
YOLO COUNTY	WEST SACRAMENTO PD	$ 47,741.62
YOLO COUNTY	WINTERS PD	$ 15,000.00
YOLO COUNTY	WOODLAND PD	$ 47,039.54
YOLO COUNTY	YOLO CO SHERIFF'S OFFICE	$ 54,060.37
YUBA COUNTY	MARYSVILLE PD	$ 15,000.00
YUBA COUNTY	WHEATLAND PD	$ 15,000.00
YUBA COUNTY	YUBA CO SD	$ 73,016.60

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 5/1/2023

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**
Training	200202	6403	S202032	55,464.53
				$ 55,464.53 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
State Grants	200202	4401	S202032	55,464.53
				$ 55,464.53 -

JUSTIFICATION: Officer Wellness and Mental Health funds from Board of State and Community Corrections.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Successor Agency Meeting **J. 19.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8478 authorizing the application to and participation in the Organized Retail Theft Prevention Grant program funded by the Board of State and Community Corrections, and if awarded, authorizing the City Manager or his designee to execute any subsequent funding agreement (Interim Police Chief Tolber)

MOTION(S):

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

I move to adopt Resolution No. 8478 authorizing the application to and participation in the Organized Retail Theft Prevention Grant program funded by the Board of State and Community Corrections, and if awarded, authorizing the City Manager or his designee to execute any subsequent funding agreement.

RECOMMENDATION:

Staff recommends that the City Council approve a resolution of the City Council of the city of Redlands authorizing the application to and participation in the Organized Retail Theft Prevention Grant program funded by the Board of State and Community Corrections, and if awarded, authorizing the City Manager or his designee to execute any subsequent funding agreement.

DISCUSSION:

The Budget Act of 2022 has authorized the Board of State and Community Corrections ("BSCC") to make $242,250,999 available competitively to law enforcement to support them in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.

The grant application mandates that the applications be submitted by the respective City Council, Board of Supervisors, or the Chief County Administrative Officer. The grant agreement service period covers the time period between October 1, 2023 through December 31, 2026. In addition, the BSCC requires each respective governing body to adopt the attached resolution.

The Redlands Police Department has been on the cutting edge of utilizing technology to address these types of crimes. Staff members from the Redlands Police Department have presented at numerous international, national, and state conferences as to how technology can be used as a force multiplier to address crime trends such as organized retail crime. Technology deployed by the Redlands Police Department has helped investigators develop leads as to the identity and location of the suspects. It is with great intention to avoid educating the criminals that specific details as to how the technology works and where it will be deployed are not listed in this staff report.

The Redlands Police Department would like to submit an application to expand its use of technology to address organized retail crime, motor vehicle theft, and motor vehicle accessory theft. The Redlands Chamber of Commerce, Majestic Realty, and Stater Bros. have already issued letters of support to partner with the Redlands Police Department to curb these types of crimes with any funding received from the grant. The BSCC requires that each respective City Council approve the corresponding resolution.

ALTERNATIVES:
Do not adopt the resolution.

STRATEGIC PLAN:
Not applicable

SUBMITTED BY:
Rachel Tolber, Interim Police Chief

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

Fiscal Impact

Discussion:

Not applicable as we do not know if we will be receiving the grant.

Attachments

Sample Agreement
Resolution 8478

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

SCO ID:	
AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
BSCC XXX- 23	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME
XXX

2. The term of this Agreement is:

START DATE
OCTOBER 1, 2023

THROUGH END DATE
JUNE 1, 2027

3. The maximum amount of this Agreement is:
$000,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	x
Exhibit B	Budget Detail and Payment Provisions	x
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	x
Attachment 1*	Organized Retail Theft Prevention Grant Program Request for Proposals	*
Attachment 2	Organized Retail Theft Grant Prevention Program Grant Proposal	xx
Appendix A	Organized Retail Theft Grant Program Scoring Panel Roster	x
Appendix B	Grantee Assurance for Non-Governmental Organizations	x

** This item is hereby incorporated by reference and can be viewed at: enter web address*

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.)
GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
xxx	xxx	xx	xxx
PRINTED NAME OF PERSON SIGNING	TITLE		
xxx	xxx		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
✍			

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING	TITLE		
RICARDO GOODRIDGE	Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
✍			

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

SAMPLE

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Organized Retail Theft Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and grantee name (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Organized Retail Theft Grant Program was established in Senate Bill 154 (SB 154) (Chapter 43, Statutes of 2022). Organized Retail Theft Grant Program funds shall be used to support local law enforcement agencies in preventing and responding to organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft.

B. Grantee agrees to administer the project in accordance with Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:
Name:
Title:
Address:
Phone:
Email:

Designated Financial Officer authorized to receive warrants:
Name:
Title:
Address:
Phone:
Email:

Project Director authorized to administer the project:
Name:
Title:
Address:
Phone:
Email:

C. Either party may change its project representatives upon written notice to the other party.

SAMPLE

EXHIBIT A: SCOPE OF WORK

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.

5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods	Due no later than:
1. October 1, 2023 to December 31, 2023	February 15, 2024
2. January 1, 2024 to March 31, 2024	May 15, 2024
3. April 1, 2024 to June 30, 2024	August 15, 2024
4. July 1, 2024 to September 30, 2024	November 15, 2024
5. October 1, 2024 to December 31, 2024	February 15, 2025
6. January 1, 2025 to March 31, 2025	May 15, 2025
7. April 1, 2025 to June 30, 2025	August 15, 2025
8. July 1, 2025 to September 30, 2025	November 15, 2025
9. October 1, 2025 to December 31, 2025	February 15, 2026
10. January 1, 2026 to March 31, 2026	May 15, 2026
11. April 1, 2026 to June 30, 2026	August 15, 2026
12. July 1, 2026 to September 30, 2026	November 15, 2026
13. October 1, 2026 to December 31, 2026	February 15, 2027

B. Evaluation Documents	Due no later than:
1. Local Evaluation Plan	April 1, 2024
2. Final Local Evaluation Report	June 1, 2027

C. Other	Due no later than:
Financial Audit Report	June 1, 2027

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

6. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

SAMPLE

EXHIBIT A: SCOPE OF WORK

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Organized Retail Theft Grant Program Scoring Panel from receiving funds awarded under the Organized Retail Theft Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Organized Retail Theft Grant Program Scoring Panel roster (*Appendix A*) and ensuring that no grant dollars are passed through to any entity represented by the members of the Organized Retail Theft Grant Program Scoring Panel.

B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:	Due no later than:
1. October 1, 2023 to December 31, 2023	February 15, 2024
2. January 1, 2024 to March 31, 2024	May 15, 2024
3. April 1, 2024 to June 30, 2024	August 15, 2024
4. July 1, 2024 to September 30, 2024	November 15, 2024
5. October 1, 2024 to December 31, 2024	February 15, 2025
6. January 1, 2025 to March 31, 2025	May 15, 2025
7. April 1, 2025 to June 30, 2025	August 15, 2025
8. July 1, 2025 to September 30, 2025	November 15, 2025
9. October 1, 2025 to December 31, 2025	February 15, 2026
10. January 1, 2026 to March 31, 2026	May 15, 2026
11. April 1, 2026 to June 30, 2026	August 15, 2026
12. July 1, 2026 to September 30, 2026	November 15, 2026
13. October 1, 2026 to December 31, 2026	February 15, 2027

Final Invoicing Periods*:	Due no later than:
13. January 1, 2027 to March 31, 2027	May 15, 2027
14. April 1, 2027 to June 1, 2027	August 15, 2027

**Note: Project activity period ends December 31, 2026. The period of January 1, 2027, to June 1, 2027, is for completion of Final Local Evaluation Report and financial audit only.*

B. All project expenses must be incurred by the end of the project activity period, December 31, 2026, and included on the final invoice due February 15, 2027. Project expenditures incurred after December 31, 2026 will not be reimbursed.

C. The Final Local Evaluation Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.

D. The Financial Audit Report is due to BSCC by June 1, 2027. Expenditures incurred for the completion of the financial audit during the period of January 1, 2027, to June 1, 2027, must be submitted during the Final Invoicing Periods, with the final invoice due on August 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.

E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Administrative Salaries and Benefits line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

A. This grant agreement is valid through Organized Retail Theft funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Senate Bill 154 (Chapter 43, Statutes of 2022), also known as the California Budget Act of 2022. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. If Organized Retail Theft funding is reduced or falls below estimates contained within the Organized Retail Theft Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during term of the grant

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at:
https://www.bscc.ca.gov/s_correctionsplanningandprograms/

B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.

D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

1) submittal and approval of the final invoice;
2) submittal and approval of the final progress report; and

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

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

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

8. PROJECT BUDGET

BSCC Budget Line Item	A. Grant Funds
1. Salaries and Benefits	$0
2. Services and Supplies	$0
3. Professional Services or Public Agency Subcontracts	$0
4. Non-Governmental Organization (NGO) Subcontracts	$0
5. Data Collection and Evaluation	$0
6. Equipment/Fixed Assets	$0
7. Financial Audit (Up to $25,000)	$0
8. Other (Travel, Training, etc.)	$0
9. Indirect Costs	$0
TOTALS	$0

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:** 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.

3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, 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. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor 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, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. This obligation shall survive any termination of this agreement.

6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person 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, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

SAMPLE

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

A. The contractor 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 contractor, 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.

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

SAMPLE

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Organized Retail Theft Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

SAMPLE

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.

D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant of the project.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

SAMPLE

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a

SAMPLE

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Organized Retail Theft Grant Program Request for Proposals and Attachment 2: Organized Retail Theft Grant Program Grant Proposal, or approved modifications;
3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

SAMPLE

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. UNION ACTIVITIES

For all agreements, except fixed price contracts of $50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.

B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

11. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

SAMPLE

Organized Retail Theft Grant Program Scoring Panel Roster		
Member	**Title**	**Organization**

SAMPLE

APPENDIX B: Criteria for Non-Governmental Organizations Receiving BSCC Funds

The Organized Retail Theft Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)[1] providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Organized Retail Theft Grant Program Grant funds (as either a subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the Organized Retail Theft Grant Program grantee;
    - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee subcontractor fiscal agreement;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address within California. (An agent for service of process with a California address is insufficient.)

Completing the NGO Assurance (Following Page)

1. Provide the name of the Applicant Agency (the Grantee),
2. List all contracted parties (if known),
3. Check Yes or No to indicate if each contracted part meets the requirements
4. Sign and Submit to the BSCC

NOTE: If the name of the contracted party is unknown or if there will be no contracted parties. Write N/A in the "Name of Contracted Party" field and sign the document.

SAMPLE

[1] For the purposes of this RFP, NGOs include nonprofit and for-profit community-based organizations, faith-based organizations, evaluators (except government institutions such as universities), grant management companies, and any other non-governmental agency or individual.

Provide your agency name and in the table list information for all contracted parties.

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

*Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RFP. The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE **(This document must be signed by the person who is authorized to sign the Grant Agreement.)**			
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE NUMBER
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE X			DATE

SAMPLE

RESOLUTION NO. 8478

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING THE APPLICATION TO AND PARTICIPATION IN THE ORGANIZED RETAIL THEFT PREVENTION GRANT PROGRAM FUNDED BY THE BOARD OF STATE AND COMMUNITY CORRECTIONS, AND IF AWARDED, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY SUBSEQUENT FUNDING AGREEMENT

WHEREAS, the City of Redlands desires to participate in the Organized Retail Theft Prevention Grant Program funded through the State Budget Act and administered by the Board of State and Community Corrections (hereafter referred to as the "BSCC"); and

WHEREAS, that the Chief of Police be authorized on behalf of the Redlands City Council to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof; and

WHEREAS, that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

NOW, THEREFORE, THAT THE CITY OF REDLANDS AGREES TO ABIDE BY THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT AS SET FORTH BY THE BSCC.

ADOPTED, SIGNED AND APPROVED this _____ day of _____, 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 _____ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 20.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Direct staff to issue a request for proposals for professional services to design a BMX pump track (Assistant City Manager Boatman)

MOTION(S):

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

I move to direct staff to solicit proposals for professional services for the design of a BMX pump track.

RECOMMENDATION:

Commission Recommendation

On March 9, 2023, the Parks and Recreation Advisory Commission unanimously recommended that the City Council direct staff to issue a request for proposal for the design of a BMX pump track and appropriate the necessary funding to pay for the design from the Palmetto Grove Undesignated Parks funds.

DISCUSSION:

Over the past year, the Commission has reviewed and considered many potential projects and created a priority list. The addition of a BMX pump track at Sylvan Park, adjacent to the skate park, has been determined as their top priority development project and the Commission voted to recommend proceeding with design. The BMX pump track will complement the skate park and provide an additional amenity to the park and the City, utilizing an underdeveloped portion of Sylvan Park just east of the current skate park.
A pump track is a circuit of rollers, banked turns, and features designed to be ridden completely by riders "pumping," generating momentum by up and down

body movements, instead of pedaling or pushing. They were originally designed for the mountain bike and BMX scene but can also accommodate skate boards, scooters, and other equipment. Pump tracks are relatively simple to use and cheap to construct, and cater to a wide variety of rider skill levels.

Based on a review of similar designs from nearby cities, the cost for design plans is estimated at $100,000. The Commission is recommending that funding for the design be appropriated from the Palmetto Grove proceeds. If the City Council concurs with the Commission's recommendation, staff will solicit proposals.

ALTERNATIVES:

City Council may vote not to approve the solicitation of proposals or direct staff accordingly.

STRATEGIC PLAN:

Priority A: Quality of Life

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	2023-24
Revenue Generating:	No
Appropriation Required Y/N:	N
Budgeted Y/N:	N
Account No.:	101303

Discussion:

The remaining available funds within the un-appropriated Nevada Palmetto Grove proceeds fund is $708,913.00.

Attachments

Proposed Location Exhibit
March 9th PRC Minutes



Track Location

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 60 120
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

April 13, 2023

OneStop.mxd

CITY OF REDLANDS
PARKS & RECREATION ADVISORY COMMISSION
MINUTES

DOUGLAS GONZALES, CHAIRMAN
ROY CENCIRULO, COMMISSIONER ADAM HEBDEN, VICE-CHAIR
JOANNE LESSARD, COMMISSIONER SCOTT CARLSON, COMMISSIONER
JUSTIN WEEKLEY, COMMISSIONER NIKITA JOS, STUDENT COMMISSIONER

The following information comprises the minutes for a regular meeting of the Parks & Recreation Advisory Commission to be held at **4:30 p.m.** on **Thursday, March 9, 2023,** in the City Council Chambers, 35 Cajon Street, Suite #2.

1. **CALL TO ORDER** – Attendance. All commissioners were present.

2. PUBLIC COMMENTS

No general public comment was received. Staff requested a late breaking item be added to the agenda which was motioned by Vice-chair Gonzales, seconded by Commissioner Cencirulo, approved unanimously.

3. ELECTION OF OFFICERS

A. *Douglas Gonzales was elected to the position of Chairman. Adam Hebden was elected to the position of Vice-chair.*

4. APPROVAL OF MINUTES

A**.** *The minutes of the February 9th,2022, meeting were approved on a motion by Commissioner Carlson, and seconded by Commissioner Weekley. Motion carried unanimously.*

5. STATUS REPORTS

A. Individual Commissioner park reports
   a. *Commissioner Lessard gave a report on the erosion at Oakmont Park and Centennial Park. Chair Gonzales reported the rain has helped the grass at Community Park.*

B. FCS staff report on Recreation and Park activities
   a. *Shawn McIntosh gave an update on the upcoming service club day. Erik Reeves gave an update on improvements at Centennial Park. Don Craw gave and update on Recreation class offerings and Market Morning.*

C. Student Commissioner report
   a. *Student Commissioner Jos gave an update on the parks application.*

D. RUSD Liaison report
   a. *Michele Rendler gave an update on the RUSD Superintendent leaving and a movie which will be showing at Harkins Theater as well as testing which will be starting.*

6. OLD BUSINESS

A. Discussion and possible action regarding the Parks and Recreation priority list
   a. *No action was taken on this item.*

B. Discussion and possible action regarding the Approved Vendors for Downtown's Morning Market Spring Season
   a. *Joe Bierma read written public comments from Linda Summers, Joshua Mardigian, and James Furdui. After discussion, a motion was made by Vice-chair Hebden, seconded by Commissioner Lessard to have staff contact the people who submitted written public comment.*

7. NEW BUSINESS

A. Discussion and possible action regarding a recommendation to City Council to direct staff to prepare and put out a Request for Proposals (RFP) for the design of a BMX pump track and allocate the required funds from the Nevada Palmetto Grove fund

a. *After discussion, a motion to recommend issuing an RFP for, and funding the design of, the BMX pump track was made by Commissioner Weekley, second by Commissioner Carlson, approved unanimously.*

B. Discussion and possible action regarding a recommendation to City Council to approve security fencing installation at the Sewell Theater within Prospect Park and allocate up to $140,000 in funding from the Nevada Palmetto Grove Fund
   a. *After discussion, a motion to table this item and bring it back with more options was made by Commissioner Weekley, second by Chair Gonzales, approved unanimously.*

C. Discussion and possible action regarding the scheduling of Brown Act training with the City Attorney at a future or special meeting
   a. *After discussion, Chair Gonzales motioned to call a special meeting on April 13th, 2023, at 3:30 pm, in the Council Chambers to allow the City Attorney to conduct a Brown Act training. Second by Commissioner Weekley, approved unanimously.*

D. Selection of Community Center Mural Subcommittee members
   a. *Motion to appoint Chair Gonzales, Vice-chair Hebden, and Commissioner Carlson by Chair Gonzales. Seconded by Commissioner Weekley, approved unanimously.*

8. POSSIBLE AGENDA ITEMS FOR NEXT MEETING

- Oakmont Park improvement plans
- Market Morning update
- Measure T funds for parks
- Commissioner handbook
- Santa Ana River Trail update
- Field maintenance update

9. ADJOURNMENT TO SPECIAL MEETING on Thursday, April 13, 2023, at 3:30 P.M.

City Council/Successor Agency Meeting **J. 21.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request for in-kind support in the amount of $30,000 related to the 2023 Summer Music Festival event hosted by the Redlands Bowl Performing Arts and determine that the event is categorically exempt from environmental review pursuant to Section 15301 of the state's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that this request is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the 2023 Summer Music Festival event is categorically exempt from environmental review pursuant to Section 15301 of the state's guidelines implementing the California Environmental Quality Act; and

2. I move to approve a request for in-kind support in the amount of $30,000 related to the 2023 Summer Music Festival event hosted by the Redlands Bowl Performing Arts.

RECOMMENDATION:

Staff recommends that the City Council approve the request for in-kind support and determine that the event is categorically exempt from environmental review pursuant to Section 15301 of the State’s guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Department issues permits for special events to be held in public areas of the City. Upon 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 Redlands Bowl Performing Arts (RBPA) is planning its 2023 season of the Redlands Bowl Summer Music Festival.

The concerts are scheduled to take place between June 24, 2023, and August 26, 2023, from the hours of 6:30 p.m. to 10:30 p.m. The anticipated attendance for the 2023 Summer Music Festival season is approximately 100,000 visitors from Redlands and surrounding areas. On January 16, 2007, the City Council approved a lease agreement with RCMA, now RBPA, for the exclusive use of the Redlands Bowl and Prosellis for their summer performances. RBPA is requesting in-kind support consisting of two sworn police officers during each of their 22 concerts. The RBPA is a registered 501(c)(3) non-profit organization operating out of the City of Redlands. Similar requests have been approved by the City Council for past events. Furthermore, this event has been determined to be categorically exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15301. This section includes the permitting of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

ALTERNATIVES:

The City Council may deny the request for in-kind support or provide alternative direction to staff.

STRATEGIC PLAN:

Supports Strategic Plan Priority A: Quality of Life - Strategic Objective 1: Beautification, Arts and Culture

SUBMITTED BY:

Chris Boatman, Assistant City Manager

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Michelle Groenke, Administrative Assistant

Fiscal Impact

Fiscal Year: 2023-2024

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. 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)	**2023 Amount**	**Type**	**2022 Amount**
Police Personnel[1]	30,000.00	Hard Cost	$19,824.00
Personnel & Equipment Subtotal	**$30,000.00**		**$19,824.00**
Fees Established by City Council Resolution			
N/A			
Fees Subtotal	N/A		N/A
Total Departmental Charges and Fees	**$30,000.00** (hard) **$0.00** (soft) **$30,000.00 (Total)**		**$19,824.00**

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

The following table summarizes the total estimated costs associated with the use of City resources and in-kind support approved for events scheduled during Fiscal Year 2023-24 to date:

TABLE 2: FY 2023-24 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

REDLANDS BOWL
PERFORMING ARTS

168 S. Eureka Street
Redlands, CA 92373
(909) 793-7316
FAX (909) 793-5086
www.redlandsbowl.org

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President

Priscilla Bowler
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James Ramos
Treva Webster
Cory Weck

STAFF

Beverly Noerr
Executive Director

Kristi Marnell
Operations Director

Valerie Peister
Program Director

Melissa Peykani
Marketing Coordinator

Grace Stewart Mullen
Founder (1875 - 1967)

March 13, 2023

Mayor Eddie Tejeda
City Council Members
P.O. Box 3005
Redlands, Ca 92373

Re: Police Support Fee Waiver for Redlands Bowl Performing Arts

Dear Mayor Tejeda and members of the Redlands City Council:

I want to thank you and the members of the Council for providing police support for the Redlands Bowl Summer Music Festival programs in past years. Having the very visible police presence at all Bowl concerts has given the public a reassuring sense of security. We are very grateful to you and our wonderful Redlands Police Department for your dedication to the protection of the community.

We are thrilled to be back to a full season of live concerts and returning to our regular times of operation. We are respectfully asking for police support from 7:00 p.m. – 10:00 p.m. on each concert night throughout the summer. Please see the attached schedule of concerts.

Every summer, over 100,000 people attend the Redlands Bowl Summer Music Festival and enjoy world-class performances together under the stars at the Redlands Bowl. The Redlands Bowl is a shining ambassador for the city and attracts many visitors who attend performances and patronize local businesses in Redlands. As families, individuals, and community members gather to enjoy the Bowl performances we want them to continue to feel completely safe in doing so. With your help they will!

Sincerely,

Beverly Noerr, Executive Director
Redlands Bowl Performing Arts

BN/km

CC: Paul Barich, Mayor Pro Tem
Charlie Duggan, City Manager
Chris Boatman, Assistant City Manager
Counter Services Technician, Facilities and Community Services Dept.
Kristi Marnell, RBPA Operations Director

FEE WAIVER REQUEST

Event Name: Redlands Bowl Summer Musica Festival

Event Date(s): 6/23/23 - 8/26/23 **Location(s):** Redlands Bowl

Rain Out Date: **Beginning Time:** 6:30pm **End Time:** 10:30pm

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.

We are requesting police presence for each night of the summer music festival. Tuesdays and Fridays, with 2 Saturdays (22 nights)

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — CVP helps during summer
- [x] Police (*Public Safety Personnel)* — 2 per concert
- [ ] Fire (*Paramedics, Inspectors)*
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* — City of Redlands maintains park and trash
- [ ] Facility

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

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

- [ ] Other

Group/Organization Name: Redlands Community Music Assn dba Redlands Bowl Performing Arts

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 95-6006074

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

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

Has your Group/Organization received fee waivers from the City in the past? Share use with Cithy of Redlands

Primary Contact Name & Title: Beverly Noerr, Executive Director

Mailing Address: 168 S. Eureka St. Redlands, CA 92373-4620

Phone Number: 909-793-7316 **E-Mail Address:** bnoerr@redlandsbowl.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 fee waivers. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Over 100,000 people attend the Festival each year. They shop and dine throughout the city before and after the programs. We continue to receive calls from patrons asking what steps we take to provide safety for guests at the Bow.

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

By providing officers at all Festival concerts, the public will feel safer and thus continue to attend, as well as shop and dine in Redlands.

In April 2002, the City Council adopted Resolution 6038, which encourages groups or organizations requesting fee waivers 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 fee waiver requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	Festival - 60,000 per summer		
Attendance: Non-Residents	Festival - 40,000 per summer		
Food & Beverage Sales			
Merchandise Sales			
Ticket/Entrance Fees			
Other			
Total Revenue			

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

Signature: B Noerr **Title:** Executive Director

Please Print Your Name: Beverly Noerr **Date:** March 23, 2023

To Be Completed by the City of Redlands

Date Received: **Received By:**

Action:

City Council/Successor Agency Meeting **J. 22.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a three-party agreement with R3 Consulting Group, Inc. and Colantuono, Highsmith & Whatley, PC for the review of the current solid waste rate structure and feasibility study for an amount not-to-exceed $89,375 (Assistant City Manager Boatman)

MOTION(S):

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

I move to approve a three-party agreement with R3 Consulting Group, Inc. and Colantuono, Highsmith & Whatley PC for the review of the current solid waste rate structure and feasibility study for an amount not-to-exceed $89,375.

RECOMMENDATION:

Staff recommends that City Council approve the agreement for the review of the current solid waste rate structure and feasibility study for an amount not-to-exceed $89,375.

DISCUSSION:

The City of Redlands Facilities and Community Services Department Solid Waste Division operates automated refuse, recycling, green waste, and organic waste collection for residential and commercial residents. The solid waste budget includes all expenses associated with providing solid waste collection and disposal services, which are solely funded through revenues collected from solid waste customers. The City sets the solid waste rates at the amount anticipated to be sufficient to fund the costs of providing services. Periodically, an evaluation of these rates is necessary for developing financial projections and enterprise fund rate models in support of developing short-to mid-term financial plans.

In 2017, the City Council approved a solid waste rate adjustment over the span of three years. Since the last solid waste rate adjustment, it has been determined that a study of the current solid waste rates is necessary to identify if the current rate structure will support current and future needs alongside current and future legislative impacts and recommend a financial forecast. The rate study will evaluate alternatives and modifications to the existing rate structure in order to improve and meet City objectives.

This evaluation intends to accurately forecast and justify expense and rate revenue needs, protect ratepayers by minimizing necessary rate increases, and comply with regulatory state mandates and related legislation such as SB 1383 and Prop 218. In addition, it provides for the ongoing sustainability of its critical solid waste operations, which include, but are not limited to, equipment replacement and landfill expansion.

City staff issued a request for proposals (RFP) in accordance with the City's procurement policy. A total of two firms responded and their bids were received. The proposals received include the schedule, budget, and hourly rate for the review of the current rate structure and feasibility study. A list of the proposed firms is as follows:

Firm Name	Responsive Proposer	Responsible Proposer	Cost Proposal
R3 Consulting Group	X	X	X
MSW Consultants	X	X	X

A selection committee reviewed and ranked each organization based on their demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required. R3 Consulting Group, Inc., is deemed the most qualified firm based on their demonstrated qualifications and prior experience with the City to satisfactorily meet the needs of the services required. Staff is recommending that City Council approve an agreement with R3 Consulting Group, Inc. for an amount not-to-exceed $89,375.

Although these consulting services are to be paid for by City, it is appropriate that such services be contracted with the City's outside municipal finance counsel, Colantuono, Highsmith & Whatley PC so that the City's attorney-client privileges may be retained and the Attorney's work-product may be protected.

ALTERNATIVES:

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

STRATEGIC PLAN:

Supports Priority D: Sustainability.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2022-23
Amount:	89,375
Budgeted Y/N:	Y
Account No.:	511900.6106

Discussion:

Sufficient funding for this service is included in the Solid Waste Division's budget for Fiscal Year 2022-2023 as approved by City Council.

Attachments

Agreement with R3 Consulting Group and Colantuono, Highsmith & Whatley

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PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(Colantuono, Highsmith & Whatley, P.C. / City of Redlands /
R3 Consulting Group, Inc)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and among Colantuono, Highsmith & Whatley, PC, a California professional corporation ("Attorney"), the City of Redlands, a California municipal corporation ("City"), and R3 Consulting Group, Inc., a California corporation ("Consultant").

2. RECITALS

2.1 Attorney represents City, which has determined that it requires the following professional services from a consultant: review of the current solid waste rate structure and feasibility study for City. Although these consulting services are to be paid for by City, it is appropriate that such services be contracted through Attorney so that the City's attorney-client privileges may be retained and the Attorney's work-product may be protected.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility to perform such services in accordance with this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Attorney, City, and Consultant agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in Exhibit A attached hereto and incorporated herein by this reference.

3.2 "Agreement Administrator": The Agreement Administrator for this project is Chis Boatman, Assistant City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services

and any interim milestones. Attorney and City reserve the right to change this designation upon written notice to Consultant.

3.3 "Approved Fee Schedule": Consultant's compensation rates are set forth in Exhibit B, attached hereto and incorporated by reference herein. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4 "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is $89,375.

3.5 "Commencement Date": June 6, 2023.

3.6 "Expiration Date": June 6, 2024

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 16 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by Attorney and City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

5.1 **Services**. Consultant shall perform the services identified in the Scope of Services. Attorney and City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement and signed by all parties.

5.2 **Coordination with Attorney and City**. In performing services under this Agreement, Consultant shall coordinate all contact with Attorney and City.

5.3 **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4 [**Reserved].**

5.5 **Professional Standards**. Consultant shall perform all work to the highest standards of Consultant's profession. Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant shall keep itself fully informed of

and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, Attorney and City may consent in writing to Consultant's performance of such work.

5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Garth Schultz shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without Attorney's and City's prior written consent.

5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the Attorney and City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Attorney and City. If the parties cannot agree as to the substitution of key personnel, Attorney may terminate this Agreement for cause.

5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses.

5.10. **Notification of Organizational Changes.** Consultant shall notify the City, with copy to Attorney, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Attorney and/or City under this Agreement for a minimum of three years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Attorney. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000, all such documents and this Agreement shall be subject to the examination and audit

of the State Auditor, at the request of Attorney or as part of any audit of City, for a period of three years after final payment under this Agreement.

6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Consultant Responsible.** Consultant shall be responsible to Attorney and City for all services to be performed under this Agreement.

6.3. **Identification in Fee Schedule.** Any subcontractors shall be specifically listed and their billing rates identified in Exhibit B. Any changes must be approved by Attorney and City in writing as an amendment to this Agreement.

6.4. **Compensation for Subcontractors.** Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. Attorney and City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Scope of Services in full satisfaction for such services. Compensation shall not exceed the Maximum Amount for the Scope of Services specified in Exhibit A. Consultant shall be reimbursed for only those expenses as set forth in Exhibit B.

7.2. **Invoices.** Consultant shall submit to City, with a copy to Attorney, an invoice, on a monthly basis or as otherwise agreed to by the Attorney, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts reflected on an invoice submitted by Consultant.

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services except as set forth in Exhibit B. Consultant shall not be reimbursed for any additional expenses unless prior written approval is given by the Attorney and City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the Attorney and City.

7.6. **Attorney and City Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until Attorney and City conclude the services satisfy Section 5.5.

7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. [Reserved.]

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. Notwithstanding anything the contrary, proprietary models used by or belonging to Consultant shall remain the sole property of Consultant and neither City nor Attorney shall disseminate the proprietary models or use the proprietary models other than for purposes of using the services provided by Consultant unless otherwise required by law. If City or Attorney conclude that disclosure is legally required, they shall provide Consultant as much notice as is feasible to allow Consultant to seek judicial assistance in preventing the disclosure, but nothing shall require City or Attorney to seek that assistance, to resist any lawful order of a court, or otherwise fail in their legal obligations with respect to access to information of the City.

10. RELATIONSHIP OF PARTIES

10.1. **General.** Consultant is, and shall at all times remain as to Attorney and City, a wholly independent contractor.

10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of Attorney or City or otherwise to act on behalf of Attorney or City as an agent. Neither Attorney, City, nor any of its agents, shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to Attorney or the City as an employer. Consultant shall not be entitled to any benefits. Attorney and City make no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless Attorney and City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers. "Attorney" shall include Colantuono, Highsmith & Whatley, P.C., its shareholders, agents, employees, and volunteers.

11.2 The parties agree that City, Attorney, and their respective officers, agents, employees and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of Consultant's negligent performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City and to Attorney. Consultant acknowledges that City and Attorney would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City and Attorney as set forth herein.

11.3 Consultant to Indemnify City and Attorney. To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City and Attorney, and their respective officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any intentional, reckless, or negligent acts, errors or omissions of Consultant or any of its officers, employees,

servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Attorney's choice.

11.4 **Subcontractor to Indemnify City and Attorney.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant is unable to secure the executed indemnity agreement from subcontractors, either party may terminate this Agreement with no further liability to the other party.

11.5 S**cope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.6 **Attorney Fees.** Such costs and expenses shall include reasonable attorney fees for counsel of Attorney's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorney fees, defense costs or expenses if it is adjudicated to have been non-negligent.

11.7 **Defense Deposit.** The Attorney may request a deposit for defense costs from Consultant with respect to a claim. If the Attorney requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.8 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to Attorney and City.

11.9 **Insurance Not a Substitute.** Neither City nor Attorney waives any rights that either or both may possess against Consultant because of the acceptance by City or Attorney, or the deposit with either of them, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1 **Insurance Required.** The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance

policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

12.2. **Documentation of Insurance**. Attorney will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

12.3. **Claims-Made Policies.** If Attorney allows any of the required policies to provide coverage on a claims-made basis, the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date before the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

12.4. **Additional Insured Endorsements.** Attorney, the City, its City Board, officers, and employees of the City must be endorsed as additional insureds for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or

on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by Attorney or the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.5. **Failure to Maintain Coverage.** Consultant agrees that, if it does not keep the required insurance in full force and effect, Attorney or City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.

12.6. **Maintenance of Certificates.** During the term of this Agreement, Consultant shall maintain on file with City and Attorney a certificate or certificates of insurance showing that the required policies are in effect. Consultant shall file such certificate(s) with City and Attorney before commencing work under this Agreement.

12.7. **Proof of Renewed Insurance.** Consultant shall provide proof that the required policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages.

12.8. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is City of Redlands, Attn: City Clerk, 35 Cajon Street, Redlands, CA 92373; and Colantuono, Highsmith & Whatley, P.C., Attn: Michael G. Colantuono, 420 Sierra College Drive, Suite 140, Grass Valley, CA 95945.

12.9. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to Attorney and City. Any insurance or self-insurance maintained by Attorney or City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.10. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City and Attorney except with respect to Workers' Compensation coverage.

Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.11. **Report of Claims to City.** Consultant shall report to the City, with a copy to Attorney, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.12. **Premium Payments and Deductibles.** Any deductibles or self-insured retentions must be declared to and approved by Attorney and City. At Attorney's and City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City and Attorney, or Consultant shall procure a bond guaranteeing payment of losses and expenses. Attorney and/or City have no obligation to pay any premiums, assessments, or deductibles under any policy required by this Agreement. Consultant shall be responsible for all premiums and deductibles as to all of Consultant's insurance policies.

12.13. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City and Attorney under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement as well as expiration or early termination of this Agreement.

13. MUTUAL COOPERATION

13.1 **Cooperation in Performance.** Attorney and/or City shall provide Consultant with all pertinent data, documents and other requested information as are reasonably available for the proper performance of Consultant's services under this Agreement.

13.2 **Consultant Cooperation in Defense of Claims.** If any claim or action is brought relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Attorney and / or City may require.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during City's, Consultant's, and Attorney's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below, or electronic methods such as emails with confirmation of receipt. (or to such other addresses as the parties may, from time to time, designate in writing).

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
Phone: (909) 798-7510

CONSULTANT:

Garth Schultz, President
R3 Consulting Group, Inc.
1512 Eureka Road, Suite 220
Roseville, CA 95661
Phone: (916) 782-7821

ATTORNEY:

Michael G. Colantuono, Esq.
Colantuono, Highsmith & Whatley, P.C.
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

16.1. **Attorney or City Termination**. Attorney or City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on 30 calendar days' written notice to Attorney. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. Consultant shall return to City or Attorney all City's or Attorney's data, documents, objects, materials or other tangible things upon the termination or expiration of this Agreement.

16.2 **Compensation Following Termination**. If Attorney or City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work performed at the time of termination that satisfies Section 5.5. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

16.3 **Consultant Termination**. Consultant may terminate this Agreement for a material breach upon 30 days' notice.

17. INTERPRETATION OF AGREEMENT

17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Attorney, City, and Consultant with respect to the transactions contemplated herein. No other oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by Attorney, City, and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Such headings shall not govern construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with counsel in negotiating this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

18.1 **Confidentiality**. All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are confidential and shall not be disclosed by Consultant without Attorney's prior written consent. Attorney shall grant such consent if disclosure is legally required. Upon request, all data of City or of Attorney shall be returned to Attorney or City, as the case may be, upon the termination or expiration of this Agreement.

18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other

than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty Attorney shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

18.3 **Non-assignment**. Except as otherwise permitted by this Agreement, Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's or Attorney's prior written consent, and any attempt to do so shall be void and of no effect. Neither City nor Attorney shall be obligated or liable under this Agreement to any party other than Consultant.

18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, no third person is the intended beneficiary of any right or obligation assumed by the Parties hereunder.

18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8 **Waiver**. The waiver by Attorney and City, on the one hand, or Consultant, on the other hand, of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by Attorney and City, on the one hand, or by Consultant on the other hand, unless in writing.

18.9 **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in Attorney and City's reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant. Notwithstanding anything herein to the contrary, in the event that Attorney or City allege any breach of this Agreement by Consultant, Attorney and City shall provide Consultant written notice specifying the alleged breach, and a thirty (30) day opportunity to cure. Attorney and City shall provide reasonable and timely cooperation when requested by Consultant with providing additional details and documents that support the basis of the alleged breach.

18.10 **Remedies Non-Exclusive**. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other such right, power, or remedy. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. **Attorneys' Fees.** If legal action is necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable and actual attorney fees and costs expended in the action.

18.12. **Venue.** The venue for any litigation shall be San Bernardino County, California and Consultant hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.13. **Counterparts**. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

[Signatures on next page]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY: City of Redlands

By: _____

Printed: Eddie Tejeda

Title: Mayor_____

Date: _____

CONSULTANT: R3 Consulting Group, Inc.

By: _____

Printed: Garth Schultz

Title: President _____

Date: _____

ATTORNEY: Colantuono, Highsmith & Whatley, P.C.

By: _____

Printed: Michael G, Colantuono__ ___

Title: President _____

Date: _____

Exhibit A
Scope of Services

Task 1- Kick-off Meeting, Information Request, and Check-in Meetings

Deliverables:
- One (1) virtual kick-off meeting with R3's Co-Project Managers and City staff
- One (1) initial request for information (other requests are likely and are included within our approach to all subsequent tasks).
- Approximately six (6) virtual check-in meetings with City staff, which will occur as needed during the project.

Task 2- Estimate Costs of Legislative Compliance

Deliverables:
- One (1) review of prior and current City expenses to determine what amounts of current expenses are directed towards new regulatory compliance requirements.
- One (1) analysis and estimated forecast of the amounts of new expenses needed to fulfill the requirements over the course of the coming (5) years.
- One (1) review of the legislative compliance estimated cost forecast with City staff to identify adjustments and establish concurrence with the forecast.

Task 3- Review and Update Financial Plan Projections

Deliverables:
- One (1) complete review and update to the solid waste enterprise fund financial plan projections for the coming five (5) years.
- One (1) review of financial plan projections with City staff to identify adjustments and establish concurrence with the forecast.
- Up to three (3) fee and rate adjustment scenarios to meet the cost-of-service and variable fund balance reserve targets over the five-year planning horizon.

Task 4- Identify Modifications / Alternatives to Rate Structure

Deliverables:
- One (1) review of the current rate structure and identification of necessary or desirable modifications or alternatives to the structure to meet the City's objectives and/or the requirements of Proposition 218.
- One (1) review of recommendations for revisions to the rate structure with City staff to identify adjustments and establish concurrence with recommended alternatives.
- One (1) final set of recommended revisions to the rate structure incorporating City feedback.

Task 5- Calculate Cost-of-Services Rates

Deliverables:
- One (1) set of calculated cost-of-service rates by year for up to three (3) alternative rate adjustment scenarios.

- One (1) review of calculated cost-of-services rates with City staff to identify adjustments and establish concurrence.
- One (1) final set of recommended revisions to the calculated cost-of-service rates incorporating City feedback.

Task 6- Survey and Comparison of Surrounding Rates

Deliverables:
- One (1) survey and comparison of rates in up to fifteen (15) communities.
- One (1) review of comparative results City staff to identify adjustments and establish concurrence.
- One final rate comparison for use in reporting and presentations.

Task 7- Draft and Final Reports

Deliverables:
- One (1) draft report of methodology, outcomes, findings, and recommendations provided electronically to City staff for review and comment.
- One (1) electronic final report with revisions made in response to one (1) round of consolidated comments from the City.

Task 8- Draft and Final Prop 218 Notice

Deliverables:
- One (1) draft Proposition 218 solid waste rate notice prepared for mailing to the City's solid waste ratepayers.
- Up to three (3) rounds of revisions to the draft notice based on City feedback, leading to delivery of a final notice for the City's use in printing and mailing to solid waste ratepayers.

Task 9- Presentation to the Public Utilities Commission

Deliverables:
- Development of one (1) draft and one (1) final PPT presentation for use during Public Utilities Commission Meeting, in collaboration with City staff.
- Attendance and presentation of study results at one (1) Commission meeting, virtually or in person inclusive of travel expenses.

Task 10- Presentation to the City Council

Deliverables:
- Development of one (1) draft and one (1) final PPT presentation for use during Council presentation in collaboration with City staff.
- Attendance and presentation of study results at one (1) Council meeting, virtually or in person inclusive of travel expenses.

Exhibit B
Approved Fee Schedule

	Task	Principal	Sr. Project Director	Sr. Project Director	Sr. Project Analyst	Project Analyst	Sr. Designer	Billable Hours	Billable Cost	Travel Expenses	Total Cost
		$ 285	$ 285	$ 285	$ 190	$ 170	$ 170				
1	Kick-off, Information Request, and Check-in Meetings		5	5				10	$ 2,850	$ -	$ 2,850
2	Estimate Costs of Legislative Compliance		10		20			0	$ 6,650	$ -	$ 6,650
3	Review and Update Financial Plan Projections	5	20	15	75			115	$ 25,650	$ -	$ 25,650
4	Identify Modifications / Alternatives to Rates Structure			5	10			15	$ 3,325	$ -	$ 3,325
5	Calculate Cost-of-Services Rates		10	5	25			40	$ 9,025	$ -	$ 9,025
6	Survey and Comparison of Surrounding Rates	5		5		15	5	30	$ 6,250	$ -	$ 6,250
7	Draft and Final Reports	5	10	10	25		5	55	$ 12,725	$ -	$ 12,725
8	Draft and Final Prop 218 Notice			10			45	55	$ 10,500	$ -	$ 10,500
9	Presentation to the Public Utilities Commission		5	5			5	15	$ 3,700	$ 2,500	$ 3,700
10	Presentation to the City Council		5	5			5	15	$ 3,700	$ 2,500	$ 3,700
	TOTAL	**15**	**65**	**65**	**155**	**15**	**65**	**380**	**$ 84,375**	**$ 5,000**	**$ 89,375**

Exhibit C
Workers Compensation Insurance Certificate

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.

R3 Consulting Group, Inc.

By:_____ Date: _____
Garth Schultz, President

City Council/Successor Agency Meeting **J. 23.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize the City Manager or his designee to negotiate sole source lease agreements with Toyota of Redlands for three vehicles at a cost not to exceed $85,000 and to execute the lease agreements together with any other associated documents with Toyota of Redlands (Assistant City Manager Boatman)

MOTION(S):

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

I move to authorize the City Manager or his designee to negotiate sole source lease agreements with Toyota of Redlands for three vehicles at a cost not to exceed $85,000 and to execute the lease agreements together with any other associated documents with Toyota of Redlands.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager or his designee to negotiate sole source lease agreements with Toyota of Redlands for three vehicles at a cost not to exceed $85,000 and to execute the lease agreements together with any other associated documents with Toyota of Redlands.

DISCUSSION:

The City of Redlands Equipment Maintenance Division oversees the maintenance of over 470 vehicles. In an effort to ensure the best use of public funds and resources, staff conducted an analysis of alternative vehicle replacement and maintenance programs several years ago. That analysis supported the conclusion that a structured and methodical vehicle replacement program could best be achieved through leasing light duty fleet vehicles rather

than purchasing vehicles outright. However, due to an unprecedented shortage in materials, there was and continues to be a critical shortage of new vehicles available for purchase. Staff is continuing to partner with Enterprise Fleet Management to continue the lease and maintenance program and expects to receive a limited number of new vehicles this fiscal year.

Staff researched alternatives to vehicle procurement and determined that the lease of specific vehicles from Toyota of Redlands would allow for immediate replacement of vehicles. These vehicles will be leased for a period of three years, at which time, they will be returned to Toyota of Redlands and replaced with vehicles within the existing program with Enterprise Lease Management.

In November 2022, the City Council approved sole source lease agreements with Toyota of Redlands in an effort to address critical vehicle replacement needs for the Police, Municipal Utilities and Engineering, and Facilities and Community Services Departments. City Council also adopted Resolution No. 8413, designating Chris Boatman, Assistant City Manager as the City's representative authorized to execute and deliver to Toyota agreements for individual motor vehicles, together with any other necessary documents in connection with those agreements.

The following vehicles have been identified as available for lease from Toyota of Redlands and are of critical need for the operations of the various departments. The vehicles to be leased are listed below. The final lease agreements will have the specific vehicle identification number (VIN) for the actual vehicle that is leased.

Model	Quantity	Department
Tacoma	1	Facilities & Community Services
RAV 4 Hybrid	1	Municipal Utilities & Engineering
Highlander	1	Police Dept.
Total	**3**	

ALTERNATIVES:

City Council may elect not to authorize the City Manager or his designee to negotiate sole source lease agreements with Toyota of Redlands and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Strategic Plan Priority B - Public Health and Safety and D - Sustainability

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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
Rachel Tolber, Interim Police Chief
John Harris, Municipal Utilities & Engineering Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Tricia Swope, Manager, Facilities & Community Services

Fiscal Impact

Fiscal Year:	FY 2022-23
Amount:	$74,036
Budgeted Y/N:	Y
Account No.:	Various

Discussion:

Sufficient funding for the lease of these vehicles is included in the FY 2022-23 and FY 2023-24 budgets as approved by the City Council. The annual costs are noted in the table below:

Facilities & Community Services Parks Div. (101303)	$22,626
Municipal Utilities - Wastewaster Div (521900)	$25,507
Police Department (101202)	$25,904
Total	$74,036

Attachments

Resolution No. 8413

RESOLUTION NO. 8413

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF MOTOR VEHICLE LEASE AGREEMENTS, AND OTHER INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the laws of the State of California (the "State") authorize the City of Redlands (the "City"), a duly organized political subdivision and municipal corporation of the State, to purchase, acquire and lease personal property for the benefit of the City and its inhabitants and to enter into any necessary contracts; and

WHEREAS, the City desires to lease and/or finance equipment ("Equipment") from Toyota Financial Services Corporation and/or an authorized Toyota dealer ("Toyota") by entering into certain Closed-End Motor Vehicle Lease Agreements (the "Agreements") with Toyota of Redlands; and

WHEREAS, the City and Toyota desires to formally designate City representatives who shall be authorized to execute and deliver to Toyota an Agreements for individual motor vehicles, together with any other necessary documents in connection with those Agreements;

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

Section 1. That Christopher Boatman, Assistant City Manager, is authorized, directed, and empowered, on behalf of the City, to (i) sign and deliver to Toyota, and its successors and assigns, the Agreements and any related documents, and (ii) take or cause to be taken all actions he deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreements and related documents.

Section 2. That the City Clerk of the City is authorized to attest to this Resolution and affix the seal of the City to the Agreements, this Resolution, and any related documents.

Section 3. That nothing in this Resolution, the Agreements, or any other document imposes a pecuniary liability or charge upon the general credit of the City or against its taxing power, except to the extent that the payments payable under the Agreements are special limited obligations of the City as provided in the Agreements.

Section 4. That a breach of this Resolution, the Agreements, or any related document will not impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreements are special limited obligations of the City as provided in the Agreements.

Section 5. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 15th day of November 2022.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 15th day of November, 2022, by the following vote:

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

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **J. 24.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Salary Resolution No. 8466 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8406 (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.8466

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 8466 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8406.

DISCUSSION:

This resolution incorporates Citywide department changes to facilitate services during the Fiscal Year 2023-24. The attached report details the changes being made for this fiscal year. Significant changes are summarized below:

Facilities and Community Services - The addition of a Director position and the elimination of the Assistant Director position, the addition of a Management Analyst and Administrative Assistant I/II; salary adjustments for the staff in grounds and tree maintenance to bring their current salaries in line with the market median.

City Manager's Office - The Homeless Solutions Coordinator position will move to the City Manager's Office. The salary for this position is being adjusted to the current market median.

Municipal Utilities and Engineering - The addition of a Laboratory Quality Manager to meet the requirements of the Environmental Laboratory Accreditation Program and an adjustment to the salary of the Laboratory Manager to maintain market median. The elimination of five Maintenance Worker positions and the creation of five Plant Mechanic positions due to the level of maintenance duties required to be performed. The vacant NPDES Inspector position will be eliminated and replaced with an additional Regulatory Compliance Officer. The two full-time Regulatory Compliance Officer positions will absorb the duties performed by the NPDES Inspector position and will allow the current workload to be distributed between two full-time positions.

Additionally, several classifications have been moved from the mid-management group into Teamsters to maintain compliance with the Fair Labor Standards Act and California Labor Code. The salary ranges of Police Chief, Fire Chief, and City Manager have been adjusted to maintain market median.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:

Assistant City Manager Janice McConnell

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

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

PREPARED BY:

Tommi Ng, Assistant Director, HR/Risk Management

Fiscal Impact

Discussion:

The funding for these positions will be absorbed in the 2023-24 budget with possible modifications at mid-biennium budget review.

Attachments

Salary Resolution NO. 8466

Position Change List

Range Tables

Hourly Rate Table 22-23

RESOLUTION NO. 8466

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. 8406.

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 10, 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***

Total Full Time Positions	*562*
Total Part Time Positions	*40*
Total Authorized Positions	*602*

TOTAL POSITIONS	*602*

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.8406 of the City of Redlands is hereby rescinded effective July 9, 2023.

Adopted, approved and signed this 6th day of June, 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 6th day of June, 2023.

AYES:
NOES:
ABSENT:
ABSTAIN:

POSITION CHANGE LISTING

Salary Resolution No. 8466

Dept.	Current Position	Unit Range/Step	New Position	Unit Range/Step
Added Positions				
FCS			Administrative Assistant I/II	T15/30
FCS			Management Analyst	MM45
FCS			Director, FCS	DD4
DSD			Senior Planner	MM65
MUED			Regulatory Compliance Officer	T90
MUED			Plant Mechanic I/II	T48/58
MUED			Plant Mechanic I/II	T48/58
MUED			Plant Mechanic I/II	T48/58
MUED			Plant Mechanic I/II	T48/58
MUED			Plant Mechanic I/II	T48/58
MUED			Laboratory Quality Manager	MM65
Deleted Positions				
FCS	Assistant Director, FCS	M90		
DSD	Principal Planner	MM75		
MUED	Sr. Administrative Assistant	T45		
MUED	Maintenance Worker I/II	T20/23		
MUED	Maintenance Worker I/II	T20/23		
MUED	Maintenance Worker I/II	T20/23		
MUED	Maintenance Worker I/II	T20/23		
MUED	Maintenance Worker I/II	T20/23		
MUED	NPDES Inspector I/II	T59/64		
Salary/Title Changes				
FCS/CM	Homeless Solutions Coordinator	MM37	Homeless Solutions Coordinator	MM75
CM	Multimedia Production Coordinator	MM27	Multimedia Production Coordinator	T61
ALL	System Administrator	MM50	System Administrator	T84
Mgmt Serv	Database Administrator	MM61	Database Administrator	T95
Mgmt Serv	GIS Analyst	MM50	GIS Analyst	T84
Mgmt Serv	Network Specialist	MM44	Network Specialist	T78
MUED	Laboratory Manager	MM70	Laboratory Manager	MM75
FCS	Sr. Grounds Maintenance Worker I/II	T30/40	Sr. Grounds Maintenance Worker	T43
FCS	Sr. Grove Maintenance Worker	T40	Sr. Grove Maintenance Worker	T43
FCS	Tree Trimmer I/II	T30/40	Tree Trimmer I/II	T33/43
FCS	Grove Maintenance Worker	T20	Grove Maintenance Worker	T28
FCS	Grounds Maintenance Worker I/II	T12/20	Grounds Maintenance Worker I/II	T23/28
FCS	Cemetery Caretaker I/II	T17/25	Cemetery Caretaker I/II	T26/31

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T5	NE	HOURLY	16.303	17.118	17.974	18.873	19.817	20.808
		MONTHLY	2826	2967	3116	3271	**3434.89**	3607
		ANNUAL	33911	35606	37387	39256	41219	43280
T6	NE	HOURLY	16.466	17.290	18.154	19.062	20.015	21.016
		MONTHLY	2854	2997	3147	3304	**3469**	3643
		ANNUAL	34250	35962	37760	39648	41631	43712
T7	NE	HOURLY	16.631	17.462	18.336	19.252	20.215	21.226
		MONTHLY	2883	3027	3178	3337	**3504**	3679
		ANNUAL	34592	36322	38138	40045	42047	44150
T8	NE	HOURLY	16.797	17.637	18.519	19.445	20.417	21.438
		MONTHLY	2912	3057	3210	3370	**3539**	3716
		ANNUAL	34938	36685	38519	40445	42468	44591
T9	NE	HOURLY	16.965	17.813	18.704	19.639	20.621	21.652
		MONTHLY	2941	3088	3242	3404	**3574**	3753
		ANNUAL	35288	37052	38905	40850	42892	45037
T10	NE	HOURLY	17.135	17.992	18.891	19.836	20.828	21.869
		MONTHLY	2970	3119	3274	3438	**3610**	3791
		ANNUAL	35640	37423	39294	41258	43321	45487
T11	NE	HOURLY	17.306	18.172	19.080	20.034	21.036	22.088
		MONTHLY	3000	3150	3307	3473	**3646**	3829
		ANNUAL	35997	37797	39687	41671	43754	45942
T12	NE	HOURLY	17.479	18.353	19.271	20.234	21.246	22.308
		MONTHLY	3030	3181	3340	3507	**3683**	3867
		ANNUAL	36357	38175	40083	42088	44192	46402
T13	NE	HOURLY	17.654	18.537	19.464	20.437	21.459	22.532
		MONTHLY	3060	3213	3374	3542	**3719**	3905
		ANNUAL	36720	38556	40484	42508	44634	46866
T14	NE	HOURLY	17.831	18.722	19.658	20.641	21.673	22.757
		MONTHLY	3091	3245	3407	3578	**3757**	3945
		ANNUAL	37088	38942	40889	42934	45080	47334
T15	NE	HOURLY	18.009	18.909	19.855	20.848	21.890	22.984
		MONTHLY	3122	3278	3442	3614	**3794**	3984
		ANNUAL	37459	39331	41298	43363	45531	47808
T16	NE	HOURLY	18.189	19.098	20.053	21.056	22.109	23.214
		MONTHLY	3153	3310	3476	3650	**3832**	4024
		ANNUAL	37833	39725	41711	43797	45986	48286
T17	NE	HOURLY	18.371	19.289	20.254	21.267	22.330	23.446
		MONTHLY	3184	3344	3511	3686	**3871**	4064
		ANNUAL	38211	40122	42128	44235	46446	48769

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T18	NE	HOURLY	18.555	19.482	20.456	21.479	22.553	23.681
		MONTHLY	3216	3377	3546	3723	**3909**	4105
		ANNUAL	38594	40523	42549	44677	46911	49256
T19	NE	HOURLY	18.740	19.677	20.661	21.694	22.779	23.918
		MONTHLY	3248	3411	3581	3760	**3948**	4146
		ANNUAL	38979	40928	42975	45124	47380	49749
T20	NE	HOURLY	18.928	19.874	20.868	21.911	23.007	24.157
		MONTHLY	3281	3445	3617	3798	**3988**	4187
		ANNUAL	39369	41338	43405	45575	47854	50246
T21	NE	HOURLY	19.117	20.073	21.076	22.130	23.237	24.398
		MONTHLY	3314	3479	3653	3836	**4028**	4229
		ANNUAL	39763	41751	43839	46031	48332	50749
T22	NE	HOURLY	19.308	20.273	21.287	22.351	23.469	24.642
		MONTHLY	3347	3514	3690	3874	**4068**	4271
		ANNUAL	40161	42169	44277	46491	48815	51256
T23	NE	HOURLY	19.501	20.476	21.500	22.575	23.704	24.889
		MONTHLY	3380	3549	3727	3913	**4109**	4314
		ANNUAL	40562	42590	44720	46956	49304	51769
T24	NE	HOURLY	19.696	20.681	21.715	22.801	23.941	25.138
		MONTHLY	3414	3585	3764	3952	**4150**	4357
		ANNUAL	40968	43016	45167	47425	49797	52286
T25	NE	HOURLY	19.893	20.888	21.932	23.029	24.180	25.389
		MONTHLY	3448	3621	3802	3992	**4191**	4401
		ANNUAL	41378	43446	45619	47900	50295	52809
T26	NE	HOURLY	20.092	21.097	22.151	23.259	24.422	25.643
		MONTHLY	3483	3657	3840	4032	**4233**	4445
		ANNUAL	41791	43881	46075	48379	50798	53337
T27	NE	HOURLY	20.293	21.308	22.373	23.492	24.666	25.899
		MONTHLY	3517	3693	3878	4072	**4275**	4489
		ANNUAL	42209	44320	46536	48862	51306	53871
T28	NE	HOURLY	20.496	21.521	22.597	23.726	24.913	26.158
		MONTHLY	3553	3730	3917	4113	**4318**	4534
		ANNUAL	42631	44763	47001	49351	51819	54410
T29	NE	HOURLY	20.701	21.736	22.823	23.964	25.162	26.420
		MONTHLY	3588	3768	3956	4154	**4361**	4579
		ANNUAL	43058	45210	47471	49845	52337	54954
T30	NE	HOURLY	20.908	21.953	23.051	24.203	25.414	26.684
		MONTHLY	3624	3805	3995	4195	**4405**	4625
		ANNUAL	43488	45663	47946	50343	52860	55503

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T31	NE	HOURLY	21.117	22.173	23.281	24.445	25.668	26.951
		MONTHLY	3660	3843	4035	4237	**4449**	4672
		ANNUAL	43923	46119	48425	50846	53389	56058
T32	NE	HOURLY	21.328	22.394	23.514	24.690	25.924	27.221
		MONTHLY	3697	3882	4076	4280	**4494**	4718
		ANNUAL	44362	46580	48909	51355	53923	56619
T33	NE	HOURLY	21.541	22.618	23.749	24.937	26.184	27.493
		MONTHLY	3734	3921	4117	4322	**4538**	4765
		ANNUAL	44806	47046	49399	51868	54462	57185
T34	NE	HOURLY	21.757	22.845	23.987	25.186	26.445	27.768
		MONTHLY	3771	3960	4158	4366	**4584**	4813
		ANNUAL	45254	47517	49893	52387	55006	57757
T35	NE	HOURLY	21.974	23.073	24.227	25.438	26.710	28.045
		MONTHLY	3809	3999	4199	4409	**4630**	4861
		ANNUAL	45707	47992	50391	52911	55557	58334
T36	NE	HOURLY	22.194	23.304	24.469	25.692	26.977	28.326
		MONTHLY	3847	4039	4241	4453	**4676**	4910
		ANNUAL	46164	48472	50895	53440	56112	58918
T37	NE	HOURLY	22.416	23.537	24.714	25.949	27.247	28.609
		MONTHLY	3885	4080	4284	4498	**4723**	4959
		ANNUAL	46625	48956	51404	53975	56673	59507
T38	NE	HOURLY	22.640	23.772	24.961	26.209	27.519	28.895
		MONTHLY	3924	4121	4327	4543	**4770**	5008
		ANNUAL	47091	49446	51918	54514	57240	60102
T39	NE	HOURLY	22.867	24.010	25.210	26.471	27.794	29.184
		MONTHLY	3964	4162	4370	4588	**4818**	5059
		ANNUAL	47562	49941	52438	55059	57812	60703
T40	NE	HOURLY	23.095	24.250	25.462	26.736	28.072	29.476
		MONTHLY	4003	4203	4413	4634	**4866**	5109
		ANNUAL	48038	50440	52962	55610	58390	61310
T41	NE	HOURLY	23.326	24.492	25.717	27.003	28.353	29.771
		MONTHLY	4043	4245	4458	4681	**4915**	5160
		ANNUAL	48518	50944	53492	56166	58974	61923
T42	NE	HOURLY	23.559	24.737	25.974	27.273	28.637	30.068
		MONTHLY	4084	4288	4502	4727	**4964**	5212
		ANNUAL	49004	51454	54026	56728	59564	62542
T43	NE	HOURLY	23.795	24.985	26.234	27.546	28.923	30.369
		MONTHLY	4124	4331	4547	4775	**5013**	5264
		ANNUAL	49494	51968	54567	57295	60160	63168

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T44	NE	HOURLY	24.033	25.235	26.496	27.821	29.212	30.673
		MONTHLY	4166	4374	4593	4822	**5063**	5317
		ANNUAL	49989	52488	55112	57868	60761	63799
T45	NE	HOURLY	24.273	25.487	26.761	28.099	29.504	30.980
		MONTHLY	4207	4418	4639	4871	**5114**	5370
		ANNUAL	50488	53013	55663	58447	61369	64437
T46	NE	HOURLY	24.516	25.742	27.029	28.380	29.799	31.289
		MONTHLY	4249	4462	4685	4919	**5165**	5423
		ANNUAL	50993	53543	56220	59031	61983	65082
T47	NE	HOURLY	24.761	25.999	27.299	28.664	30.097	31.602
		MONTHLY	4292	4507	4732	4968	**5217**	5478
		ANNUAL	51503	54078	56782	59621	62603	65733
T48	NE	HOURLY	25.009	26.259	27.572	28.951	30.398	31.918
		MONTHLY	4335	4552	4779	5018	**5269**	5532
		ANNUAL	52018	54619	57350	60218	63229	66390
T49	NE	HOURLY	25.259	26.522	27.848	29.240	30.702	32.237
		MONTHLY	4378	4597	4827	5068	**5322**	5588
		ANNUAL	52538	55165	57924	60820	63861	67054
T50	NE	HOURLY	25.511	26.787	28.126	29.533	31.009	32.560
		MONTHLY	4422	4643	4875	5119	**5375**	5644
		ANNUAL	53064	55717	58503	61428	64499	67724
T51	NE	HOURLY	25.767	27.055	28.408	29.828	31.319	32.885
		MONTHLY	4466	4690	4924	5170	**5429**	5700
		ANNUAL	53594	56274	59088	62042	65144	68402
T52	NE	HOURLY	26.024	27.325	28.692	30.126	31.633	33.214
		MONTHLY	4511	4736	4973	5222	**5483**	5757
		ANNUAL	54130	56837	59679	62663	65796	69086
T53	NE	HOURLY	26.284	27.599	28.979	30.428	31.949	33.546
		MONTHLY	4556	4784	5023	5274	**5538**	5815
		ANNUAL	54672	57405	60276	63289	66454	69777
T54	NE	HOURLY	26.547	27.875	29.268	30.732	32.268	33.882
		MONTHLY	4602	4832	5073	5327	**5593**	5873
		ANNUAL	55218	57979	60878	63922	67118	70474
T55	NE	HOURLY	26.813	28.153	29.561	31.039	32.591	34.221
		MONTHLY	4648	4880	5124	5380	**5649**	5932
		ANNUAL	55771	58559	61487	64561	67790	71179
T56	NE	HOURLY	27.081	28.435	29.857	31.350	32.917	34.563
		MONTHLY	4694	4929	5175	5434	**5706**	5991
		ANNUAL	56328	59145	62102	65207	68467	71891

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T57	NE	HOURLY	27.352	28.719	30.155	31.663	33.246	34.909
		MONTHLY	4741	4978	5227	5488	**5763**	6051
		ANNUAL	56892	59736	62723	65859	69152	72610
T58	NE	HOURLY	27.625	29.007	30.457	31.980	33.579	35.258
		MONTHLY	4788	5028	5279	5543	**5820**	6111
		ANNUAL	57461	60334	63350	66518	69844	73336
T59	NE	HOURLY	27.902	29.297	30.761	32.299	33.914	35.610
		MONTHLY	4836	5078	5332	5599	**5879**	6172
		ANNUAL	58035	60937	63984	67183	70542	74069
T60	NE	HOURLY	28.181	29.590	31.069	32.622	34.254	35.966
		MONTHLY	4885	5129	5385	5655	**5937**	6234
		ANNUAL	58615	61546	64624	67855	71248	74810
T61	NE	HOURLY	28.462	29.885	31.380	32.949	34.596	36.326
		MONTHLY	4933	5180	5439	5711	**5997**	6296
		ANNUAL	59202	62162	65270	68533	71960	75558
T62	NE	HOURLY	28.747	30.184	31.694	33.278	34.942	36.689
		MONTHLY	4983	5232	5494	5768	**6057**	6359
		ANNUAL	59794	62783	65923	69219	72680	76314
T63	NE	HOURLY	29.034	30.486	32.010	33.611	35.292	37.056
		MONTHLY	5033	5284	5548	5826	**6117**	6423
		ANNUAL	60392	63411	66582	69911	73406	77077
T64	NE	HOURLY	29.325	30.791	32.331	33.947	35.644	37.427
		MONTHLY	5083	5337	5604	5884	**6178**	6487
T65	NE	HOURLY	29.618	31.099	32.654	34.287	36.001	37.801
		MONTHLY	5134	5390	5660	5943	**6240**	6552
		ANNUAL	61605	64686	67920	71316	74882	78626
T66	NE	HOURLY	29.914	31.410	32.980	34.629	36.361	38.179
		MONTHLY	5185	5444	5717	6002	**6303**	6618
		ANNUAL	62222	65333	68599	72029	75631	79412
T67	NE	HOURLY	30.213	31.724	33.310	34.976	36.725	38.561
		MONTHLY	5237	5499	5774	6062	**6366**	6684
		ANNUAL	62844	65986	69285	72749	76387	80206
T68	NE	HOURLY	30.515	32.041	33.643	35.325	37.092	38.946
		MONTHLY	5289	5554	5832	6123	**6429**	6751
		ANNUAL	63472	66646	69978	73477	77151	81008
T69	NE	HOURLY	30.821	32.362	33.980	35.679	37.463	39.336
		MONTHLY	5342	5609	5890	6184	**6494**	6818
		ANNUAL	64107	67312	70678	74212	77922	81818

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T70	NE	HOURLY	31.129	32.685	34.320	36.036	37.837	39.729
		MONTHLY	5396	5665	5949	6246	**6558**	6886
		ANNUAL	64748	67985	71385	74954	78702	82637
T71	NE	HOURLY	31.440	33.012	34.663	36.396	38.216	40.126
		MONTHLY	5450	5722	6008	6309	**6624**	6955
		ANNUAL	65395	68665	72098	75703	79489	83463
T72	NE	HOURLY	31.755	33.342	35.009	36.760	38.598	40.528
		MONTHLY	5504	5779	6068	6372	**6690**	7025
		ANNUAL	66049	69352	72819	76460	80283	84298
T73	NE	HOURLY	32.072	33.676	35.359	37.127	38.984	40.933
		MONTHLY	5559	5837	6129	6435	**6757**	7095
		ANNUAL	66710	70045	73548	77225	81086	85141
T74	NE	HOURLY	32.393	34.012	35.713	37.499	39.374	41.342
		MONTHLY	5615	5895	6190	6500	**6825**	7166
		ANNUAL	67377	70746	74283	77997	81897	85992
T75	NE	HOURLY	32.717	34.353	36.070	37.874	39.767	41.756
		MONTHLY	5671	5954	6252	6565	**6893**	7238
		ANNUAL	68051	71453	75026	78777	82716	86852
T76	NE	HOURLY	33.044	34.696	36.431	38.252	40.165	42.173
		MONTHLY	5728	6014	6315	6630	**6962**	7310
		ANNUAL	68731	72168	75776	79565	83543	87720
T77	NE	HOURLY	33.374	35.043	36.795	38.635	40.567	42.595
		MONTHLY	5785	6074	6378	6697	**7032**	7383
		ANNUAL	69419	72890	76534	80361	84379	88598
T78	NE	HOURLY	33.708	35.393	37.163	39.021	40.972	43.021
		MONTHLY	5843	6135	6442	6764	**7102**	7457
		ANNUAL	70113	73618	77299	81164	85223	89484
T79	NE	HOURLY	34.045	35.747	37.535	39.412	41.382	43.451
		MONTHLY	5901	6196	6506	6831	**7173**	7532
		ANNUAL	70814	74355	78072	81976	86075	90378
T80	NE	HOURLY	34.386	36.105	37.910	39.806	41.796	43.886
		MONTHLY	5960	6258	6571	6900	**7245**	7607
		ANNUAL	71522	75098	78853	82796	86935	91282
T81	NE	HOURLY	34.729	36.466	38.289	40.204	42.214	44.325
		MONTHLY	6020	6321	6637	6969	**7317**	7683
		ANNUAL	72237	75849	79642	83624	87805	92195
T82	NE	HOURLY	35.077	36.831	38.672	40.606	42.636	44.768
		MONTHLY	6080	6384	6703	7038	**7390**	7760
		ANNUAL	72960	76608	80438	84460	88683	93117

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T83	NE	HOURLY	35.428	37.199	39.059	41.012	43.062	45.215
		MONTHLY	6141	6448	6770	7109	**7464**	7837
		ANNUAL	73689	77374	81242	85304	89570	94048
T84	NE	HOURLY	35.782	37.571	39.449	41.422	43.493	45.668
		MONTHLY	6202	6512	6838	7180	**7539**	7916
		ANNUAL	74426	78147	82055	86158	90465	94989
T85	NE	HOURLY	36.140	37.947	39.844	41.836	43.928	46.124
		MONTHLY	6264	6577	6906	7252	**7614**	7995
		ANNUAL	75170	78929	82875	87019	91370	95939
T86	NE	HOURLY	36.501	38.326	40.242	42.254	44.367	46.586
		MONTHLY	6327	6643	6975	7324	**7690**	8075
		ANNUAL	75922	79718	83704	87889	92284	96898
T87	NE	HOURLY	36.866	38.709	40.645	42.677	44.811	47.051
		MONTHLY	6390	6710	7045	7397	**7767**	8156
		ANNUAL	76681	80515	84541	88768	93207	97867
T88	NE	HOURLY	37.235	39.096	41.051	43.104	45.259	47.522
		MONTHLY	6454	6777	7116	7471	**7845**	8237
		ANNUAL	77448	81321	85387	89656	94139	98846
T89	NE	HOURLY	37.607	39.487	41.462	43.535	45.712	47.997
		MONTHLY	6519	6844	7187	7546	**7923**	8320
		ANNUAL	78223	82134	86240	90552	95080	99834
T90	NE	HOURLY	37.983	39.882	41.876	43.970	46.169	48.477
		MONTHLY	6584	6913	7259	7621	**8003**	8403
		ANNUAL	79005	82955	87103	91458	96031	100832
T91	NE	HOURLY	38.363	40.281	42.295	44.410	46.630	48.962
		MONTHLY	6650	6982	7331	7698	**8083**	8487
		ANNUAL	79795	83785	87974	92373	96991	101841
T92	NE	HOURLY	38.747	40.684	42.718	44.854	47.097	49.452
		MONTHLY	6716	7052	7404	7775	**8163**	8572
		ANNUAL	80593	84622	88854	93296	97961	102859
T93	NE	HOURLY	39.134	41.091	43.145	45.303	47.568	49.946
		MONTHLY	6783	7122	7479	7852	**8245**	8657
		ANNUAL	81399	85469	89742	94229	98941	103888
T94	NE	HOURLY	39.525	41.502	43.577	45.756	48.043	50.445
		MONTHLY	6851	7194	7553	7931	**8328**	8744
		ANNUAL	82213	86323	90640	95172	99930	104927
T95	NE	HOURLY	39.921	41.917	44.012	46.213	48.524	50.950
		MONTHLY	6920	7266	7629	8010	**8411**	8831
		ANNUAL	83035	87187	91546	96123	100929	105976

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4	5 (Longevity Only)
T96	NE	HOURLY	40.320	42.336	44.453	46.675	49.009	51.459
		MONTHLY	6989	7338	7705	8090	**8495**	8920
		ANNUAL	83865	88058	92461	97084	101939	107036
T97	NE	HOURLY	40.723	42.759	44.897	47.142	49.499	51.974
		MONTHLY	7059	7412	7782	8171	**8580**	9009
		ANNUAL	84704	88939	93386	98055	102958	108106
T98	NE	HOURLY	41.130	43.187	45.346	47.613	49.994	52.494
		MONTHLY	7129	7486	7860	8253	**8666**	9099
		ANNUAL	85551	89828	94320	99036	103988	109187
T99	NE	HOURLY	41.542	43.619	45.800	48.090	50.494	53.019
		MONTHLY	7201	7561	7939	8336	**8752**	9190
		ANNUAL	86406	90727	95263	100026	105028	110279
T100	NE	HOURLY	41.957	44.055	46.258	48.570	50.999	53.549
		MONTHLY	7273	7636	8018	8419	**8840**	9282
		ANNUAL	87270	91634	96216	101026	106078	111382

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS10	NE	HOURLY	16.265	17.078	17.932	18.829	19.770	20.759
		MONTHLY	2819	2960	3108	3264	**3426.83**	3598
		ANNUAL	33831	35523	37299	39164	41122	43178
CS11	NE	HOURLY	16.428	17.249	18.111	19.017	19.968	20.966
		MONTHLY	2847	2990	3139	3296	**3461**	3634
		ANNUAL	34169	35878	37672	39555	41533	43610
CS12	NE	HOURLY	16.592	17.421	18.293	19.207	20.168	21.176
		MONTHLY	2876	3020	3171	3329	**3496**	3670
		ANNUAL	34511	36237	38049	39951	41949	44046
CS13	NE	HOURLY	16.758	17.596	18.475	19.399	20.369	21.388
		MONTHLY	2905	3050	3202	3363	**3531**	3707
		ANNUAL	34856	36599	38429	40350	42368	44486
CS14	NE	HOURLY	16.925	17.772	18.660	19.593	20.573	21.602
		MONTHLY	2934	3080	3234	3396	**3566**	3744
		ANNUAL	35205	36965	38813	40754	42792	44931
CS15	NE	HOURLY	17.095	17.949	18.847	19.789	20.779	21.818
		MONTHLY	2963	3111	3267	3430	**3602**	3782
		ANNUAL	35557	37335	39201	41162	43220	45381
CS16	NE	HOURLY	17.266	18.129	19.035	19.987	20.986	22.036
		MONTHLY	2993	3142	3299	3464	**3638**	3820
		ANNUAL	35912	37708	39593	41573	43652	45834
CS17	NE	HOURLY	17.438	18.310	19.226	20.187	21.196	22.256
		MONTHLY	3023	3174	3332	3499	**3674**	3858
		ANNUAL	36272	38085	39989	41989	44088	46293
CS18	NE	HOURLY	17.613	18.493	19.418	20.389	21.408	22.479
		MONTHLY	3053	3205	3366	3534	**3711**	3896
		ANNUAL	36634	38466	40389	42409	44529	46756
CS19	NE	HOURLY	17.789	18.678	19.612	20.593	21.622	22.703
		MONTHLY	3083	3238	3399	3569	**3748**	3935
		ANNUAL	37001	38851	40793	42833	44974	47223
CS20	NE	HOURLY	17.967	18.865	19.808	20.799	21.839	22.930
		MONTHLY	3114	3270	3433	3605	**3785**	3975
		ANNUAL	37371	39239	41201	43261	45424	47695
CS21	NE	HOURLY	18.146	19.054	20.006	21.007	22.057	23.160
		MONTHLY	3145	3303	3468	3641	**3823**	4014
		ANNUAL	37744	39632	41613	43694	45878	48172
CS22	NE	HOURLY	18.328	19.244	20.206	21.217	22.278	23.391
		MONTHLY	3177	3336	3502	3678	**3861**	4055
		ANNUAL	38122	40028	42029	44131	46337	48654

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS23	NE	HOURLY	18.511	19.437	20.408	21.429	22.500	23.625
		MONTHLY	3209	3369	3537	3714	**3900**	4095
		ANNUAL	38503	40428	42450	44572	46801	49141
CS24	NE	HOURLY	18.696	19.631	20.613	21.643	22.725	23.862
		MONTHLY	3241	3403	3573	3751	**3939**	4136
		ANNUAL	38888	40832	42874	45018	47269	49632
CS25	NE	HOURLY	18.883	19.827	20.819	21.860	22.953	24.100
		MONTHLY	3273	3437	3609	3789	**3978**	4177
		ANNUAL	39277	41241	43303	45468	47741	50128
CS26	NE	HOURLY	19.072	20.026	21.027	22.078	23.182	24.341
		MONTHLY	3306	3471	3645	3827	**4018**	4219
		ANNUAL	39670	41653	43736	45923	48219	50630
CS27	NE	HOURLY	19.263	20.226	21.237	22.299	23.414	24.585
		MONTHLY	3339	3506	3681	3865	**4058**	4261
		ANNUAL	40066	42070	44173	46382	48701	51136
CS28	NE	HOURLY	19.455	20.428	21.449	22.522	23.648	24.830
		MONTHLY	3372	3541	3718	3904	**4099**	4304
		ANNUAL	40467	42490	44615	46846	49188	51647
CS29	NE	HOURLY	19.650	20.632	21.664	22.747	23.885	25.079
		MONTHLY	3406	3576	3755	3943	**4140**	4347
		ANNUAL	40872	42915	45061	47314	49680	52164
CS30	NE	HOURLY	19.846	20.839	21.881	22.975	24.123	25.330
		MONTHLY	3440	3612	3793	3982	**4181**	4390
		ANNUAL	41280	43344	45512	47787	50177	52685
CS31	NE	HOURLY	20.045	21.047	22.099	23.204	24.365	25.583
		MONTHLY	3474	3648	3831	4022	**4223**	4434
		ANNUAL	41693	43778	45967	48265	50678	53212
CS32	NE	HOURLY	20.245	21.258	22.320	23.436	24.608	25.839
		MONTHLY	3509	3685	3869	4062	**4265**	4479
		ANNUAL	42110	44216	46426	48748	51185	53744
CS33	NE	HOURLY	20.448	21.470	22.544	23.671	24.854	26.097
		MONTHLY	3544	3721	3908	4103	**4308**	4523
		ANNUAL	42531	44658	46891	49235	51697	54282
CS34	NE	HOURLY	20.652	21.685	22.769	23.907	25.103	26.358
		MONTHLY	3580	3759	3947	4144	**4351**	4569
		ANNUAL	42957	45104	47360	49728	52214	54825
CS35	NE	HOURLY	20.859	21.902	22.997	24.147	25.354	26.622
		MONTHLY	3616	3796	3986	4185	**4395**	4614
		ANNUAL	43386	45555	47833	50225	52736	55373

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS36	NE	HOURLY	21.067	22.121	23.227	24.388	25.607	26.888
		MONTHLY	3652	3834	4026	4227	**4439**	4661
		ANNUAL	43820	46011	48312	50727	53263	55927
CS37	NE	HOURLY	21.278	22.342	23.459	24.632	25.864	27.157
		MONTHLY	3688	3873	4066	4270	**4483**	4707
		ANNUAL	44258	46471	48795	51234	53796	56486
CS38	NE	HOURLY	21.491	22.565	23.694	24.878	26.122	27.428
		MONTHLY	3725	3911	4107	4312	**4528**	4754
		ANNUAL	44701	46936	49283	51747	54334	57051
CS39	NE	HOURLY	21.706	22.791	23.930	25.127	26.383	27.703
		MONTHLY	3762	3950	4148	4355	**4573**	4802
		ANNUAL	45148	47405	49775	52264	54877	57621
CS40	NE	HOURLY	21.923	23.019	24.170	25.378	26.647	27.980
		MONTHLY	3800	3990	4189	4399	**4619**	4850
		ANNUAL	45599	47879	50273	52787	55426	58197
CS41	NE	HOURLY	22.142	23.249	24.411	25.632	26.914	28.259
		MONTHLY	3838	4030	4231	4443	**4665**	4898
		ANNUAL	46055	48358	50776	53315	55980	58779
CS42	NE	HOURLY	22.363	23.482	24.656	25.888	27.183	28.542
		MONTHLY	3876	4070	4274	4487	**4712**	4947
		ANNUAL	46516	48842	51284	53848	56540	59367
CS43	NE	HOURLY	22.587	23.716	24.902	26.147	27.455	28.827
		MONTHLY	3915	4111	4316	4532	**4759**	4997
		ANNUAL	46981	49330	51797	54386	57106	59961
CS44	NE	HOURLY	22.813	23.954	25.151	26.409	27.729	29.116
		MONTHLY	3954	4152	4360	4578	**4806**	5047
		ANNUAL	47451	49823	52314	54930	57677	60561
CS45	NE	HOURLY	23.041	24.193	25.403	26.673	28.006	29.407
		MONTHLY	3994	4193	4403	4623	**4854**	5097
		ANNUAL	47925	50322	52838	55480	58253	61166
CS46	NE	HOURLY	23.271	24.435	25.657	26.940	28.287	29.701
		MONTHLY	4034	4235	4447	4670	**4903**	5148
		ANNUAL	48405	50825	53366	56034	58836	61778
CS47	NE	HOURLY	23.504	24.679	25.913	27.209	28.569	29.998
		MONTHLY	4074	4278	4492	4716	**4952**	5200
		ANNUAL	48889	51333	53900	56595	59424	62396
CS48	NE	HOURLY	23.739	24.926	26.172	27.481	28.855	30.298
		MONTHLY	4115	4321	4537	4763	**5002**	5252
		ANNUAL	49377	51846	54439	57161	60019	63020

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS49	NE	HOURLY	23.977	25.175	26.434	27.756	29.144	30.601
		MONTHLY	4156	4364	4582	4811	**5052**	5304
		ANNUAL	49871	52365	54983	57732	60619	63650
CS50	NE	HOURLY	24.216	25.427	26.698	28.033	29.435	30.907
		MONTHLY	4197	4407	4628	4859	**5102**	5357
		ANNUAL	50370	52888	55533	58310	61225	64286
CS51	NE	HOURLY	24.458	25.681	26.965	28.314	29.729	31.216
		MONTHLY	4239	4451	4674	4908	**5153**	5411
		ANNUAL	50874	53417	56088	58893	61837	64929
CS52	NE	HOURLY	24.703	25.938	27.235	28.597	30.027	31.528
		MONTHLY	4282	4496	4721	4957	**5205**	5465
		ANNUAL	51382	53952	56649	59482	62456	65578
CS53	NE	HOURLY	24.950	26.198	27.507	28.883	30.327	31.843
		MONTHLY	4325	4541	4768	5006	**5257**	5520
		ANNUAL	51896	54491	57216	60076	63080	66234
CS54	NE	HOURLY	25.200	26.460	27.783	29.172	30.630	32.162
		MONTHLY	4368	4586	4816	5056	**5309**	5575
		ANNUAL	52415	55036	57788	60677	63711	66897
CS55	NE	HOURLY	25.452	26.724	28.060	29.463	30.937	32.483
		MONTHLY	4412	4632	4864	5107	**5362**	5630
		ANNUAL	52939	55586	58366	61284	64348	67565
CS56	NE	HOURLY	25.706	26.991	28.341	29.758	31.246	32.808
		MONTHLY	4456	4679	4912	5158	**5416**	5687
		ANNUAL	53469	56142	58949	61897	64992	68241
CS57	NE	HOURLY	25.963	27.261	28.624	30.056	31.558	33.136
		MONTHLY	4500	4725	4962	5210	**5470**	5744
		ANNUAL	54003	56704	59539	62516	65641	68924
CS58	NE	HOURLY	26.223	27.534	28.911	30.356	31.874	33.468
		MONTHLY	4545	4773	5011	5262	**5525**	5801
		ANNUAL	54543	57271	60134	63141	66298	69613
CS59	NE	HOURLY	26.485	27.809	29.200	30.660	32.193	33.802
		MONTHLY	4591	4820	5061	5314	**5580**	5859
		ANNUAL	55089	57843	60735	63772	66961	70309
CS60	NE	HOURLY	26.750	28.087	29.492	30.966	32.515	34.140
		MONTHLY	4637	4868	5112	5367	**5636**	5918
		ANNUAL	55640	58422	61343	64410	67630	71012
CS61	NE	HOURLY	27.017	28.368	29.787	31.276	32.840	34.482
		MONTHLY	4683	4917	5163	5421	**5692**	5977
		ANNUAL	56196	59006	61956	65054	68307	71722

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS62	NE	HOURLY	27.288	28.652	30.085	31.589	33.168	34.827
		MONTHLY	4730	4966	5215	5475	**5749**	6037
		ANNUAL	56758	59596	62576	65705	68990	72439
CS63	NE	HOURLY	27.560	28.938	30.385	31.905	33.500	35.175
		MONTHLY	4777	5016	5267	5530	**5807**	6097
		ANNUAL	57326	60192	63202	66362	69680	73164
CS64	NE	HOURLY	27.836	29.228	30.689	32.224	33.835	35.527
		MONTHLY	4825	5066	5319	5585	**5865**	6158
		ANNUAL	57899	60794	63834	67025	70377	73895
CS65	NE	HOURLY	28.114	29.520	30.996	32.546	34.173	35.882
		MONTHLY	4873	5117	5373	5641	**5923**	6220
		ANNUAL	58478	61402	64472	67696	71080	74634
CS66	NE	HOURLY	28.396	29.815	31.306	32.871	34.515	36.241
		MONTHLY	4922	5168	5426	5698	**5983**	6282
		ANNUAL	59063	62016	65117	68372	71791	75381
CS67	NE	HOURLY	28.680	30.113	31.619	33.200	34.860	36.603
		MONTHLY	4971	5220	5481	5755	**6042**	6345
		ANNUAL	59653	62636	65768	69056	72509	76134
CS68	NE	HOURLY	28.966	30.415	31.935	33.532	35.209	36.969
		MONTHLY	5021	5272	5535	5812	**6103**	6408
		ANNUAL	60250	63262	66426	69747	73234	76896
CS69	NE	HOURLY	29.256	30.719	32.255	33.867	35.561	37.339
		MONTHLY	5071	5325	5591	5870	**6164**	6472
		ANNUAL	60852	63895	67090	70444	73966	77665
CS70	NE	HOURLY	29.549	31.026	32.577	34.206	35.916	37.712
		MONTHLY	5122	5378	5647	5929	**6226**	6537
		ANNUAL	61461	64534	67761	71149	74706	78441
CS71	NE	HOURLY	29.844	31.336	32.903	34.548	36.276	38.089
		MONTHLY	5173	5432	5703	5988	**6288**	6602
		ANNUAL	62076	65179	68438	71860	75453	79226
CS72	NE	HOURLY	30.142	31.650	33.232	34.894	36.638	38.470
		MONTHLY	5225	5486	5760	6048	**6351**	6668
		ANNUAL	62696	65831	69123	72579	76208	80018
CS73	NE	HOURLY	30.444	31.966	33.564	35.243	37.005	38.855
		MONTHLY	5277	5541	5818	6109	**6414**	6735
		ANNUAL	63323	66489	69814	73305	76970	80818
CS74	NE	HOURLY	30.748	32.286	33.900	35.595	37.375	39.243
		MONTHLY	5330	5596	5876	6170	**6478**	6802
		ANNUAL	63956	67154	70512	74038	77739	81626

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS75	NE	HOURLY	31.056	32.609	34.239	35.951	37.749	39.636
		MONTHLY	5383	5652	5935	6231	**6543**	6870
		ANNUAL	64596	67826	71217	74778	78517	82443
CS76	NE	HOURLY	31.366	32.935	34.581	36.310	38.126	40.032
		MONTHLY	5437	5709	5994	6294	**6609**	6939
		ANNUAL	65242	68504	71929	75526	79302	83267
CS77	NE	HOURLY	31.680	33.264	34.927	36.674	38.507	40.433
		MONTHLY	5491	5766	6054	6357	**6675**	7008
		ANNUAL	65894	69189	72649	76281	80095	84100
CS78	NE	HOURLY	31.997	33.597	35.276	37.040	38.892	40.837
		MONTHLY	5546	5823	6115	6420	**6741**	7078
		ANNUAL	66553	69881	73375	77044	80896	84941
CS79	NE	HOURLY	32.317	33.933	35.629	37.411	39.281	41.245
		MONTHLY	5602	5882	6176	6485	**6809**	7149
		ANNUAL	67219	70580	74109	77814	81705	85790
CS80	NE	HOURLY	32.640	34.272	35.986	37.785	39.674	41.658
		MONTHLY	5658	5940	6237	6549	**6877**	7221
		ANNUAL	67891	71286	74850	78592	82522	86648
CS81	NE	HOURLY	32.966	34.615	36.345	38.163	40.071	42.074
		MONTHLY	5714	6000	6300	6615	**6946**	7293
		ANNUAL	68570	71998	75598	79378	83347	87515
CS82	NE	HOURLY	33.296	34.961	36.709	38.544	40.472	42.495
		MONTHLY	5771	6060	6363	6681	**7015**	7366
		ANNUAL	69256	72718	76354	80172	84181	88390
CS83	NE	HOURLY	33.629	35.310	37.076	38.930	40.876	42.920
		MONTHLY	5829	6120	6426	6748	**7085**	7439
		ANNUAL	69948	73446	77118	80974	85023	89274
CS84	NE	HOURLY	33.965	35.664	37.447	39.319	41.285	43.349
		MONTHLY	5887	6182	6491	6815	**7156**	7514
		ANNUAL	70648	74180	77889	81784	85873	90166
CS85	NE	HOURLY	34.305	36.020	37.821	39.712	41.698	43.783
		MONTHLY	5946	6243	6556	6883	**7228**	7589
		ANNUAL	71354	74922	78668	82601	86731	91068
CS86	NE	HOURLY	34.648	36.380	38.199	40.109	42.115	44.221
		MONTHLY	6006	6306	6621	6952	**7300**	7665
		ANNUAL	72068	75671	79455	83427	87599	91979
CS87	NE	HOURLY	34.994	36.744	38.581	40.510	42.536	44.663
		MONTHLY	6066	6369	6687	7022	**7373**	7742
		ANNUAL	72788	76428	80249	84262	88475	92899

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
CS88	NE	HOURLY	35.344	37.112	38.967	40.916	42.961	45.109
		MONTHLY	6126	6433	6754	7092	**7447**	7819
		ANNUAL	73516	77192	81052	85104	89360	93828
CS89	NE	HOURLY	35.698	37.483	39.357	41.325	43.391	45.560
		MONTHLY	6188	6497	6822	7163	**7521**	7897
		ANNUAL	74251	77964	81862	85955	90253	94766
CS90	NE	HOURLY	36.055	37.858	39.750	41.738	43.825	46.016
		MONTHLY	6249	6562	6890	7235	**7596**	7976
		ANNUAL	74994	78744	82681	86815	91156	95713

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
MM27	E	HOURLY	28.255	29.668	31.151	32.709	34.344	36.061
		MONTHLY	4898	5142	5400	5670	**5953**	6251
		ANNUAL	58771	61709	64795	68034	71436	75008
MM28	E	HOURLY	28.538	29.965	31.463	33.036	34.688	36.422
		MONTHLY	4947	5194	5454	5726	**6013**	6313
		ANNUAL	59358	62326	65443	68715	72150	75758
MM29	E	HOURLY	28.823	30.264	31.777	33.366	35.035	36.786
		MONTHLY	4996	5246	5508	5783	**6073**	6376
		ANNUAL	59952	62949	66097	69402	72872	76515
MM30	E	HOURLY	29.111	30.567	32.095	33.700	35.385	37.154
		MONTHLY	5046	5298	5563	5841	**6133**	6440
		ANNUAL	60551	63579	66758	70096	73601	77281
MM31	E	HOURLY	29.402	30.872	32.416	34.037	35.739	37.526
		MONTHLY	5096	5351	5619	5900	**6195**	6504
		ANNUAL	61157	64215	67425	70797	74337	78053
MM32	E	HOURLY	29.696	31.181	32.740	34.377	36.096	37.901
		MONTHLY	5147	5405	5675	5959	**6257**	6569
		ANNUAL	61768	64857	68100	71505	75080	78834
MM33	E	HOURLY	29.993	31.493	33.068	34.721	36.457	38.280
		MONTHLY	5199	5459	5732	6018	**6319**	6635
		ANNUAL	62386	65505	68781	72220	75831	79622
MM34	E	HOURLY	30.293	31.808	33.398	35.068	36.822	38.663
		MONTHLY	5251	5513	5789	6078	**6382**	6702
		ANNUAL	63010	66161	69469	72942	76589	80419
MM35	E	HOURLY	30.596	32.126	33.732	35.419	37.190	39.049
		MONTHLY	5303	5569	5847	6139	**6446**	6769
		ANNUAL	63640	66822	70163	73671	77355	81223
MM36	E	HOURLY	30.902	32.447	34.070	35.773	37.562	39.440
		MONTHLY	5356	5624	5905	6201	**6511**	6836
		ANNUAL	64277	67490	70865	74408	78129	82035
MM37	E	HOURLY	31.211	32.772	34.410	36.131	37.937	39.834
		MONTHLY	5410	5680	5964	6263	**6576**	6905
		ANNUAL	64919	68165	71574	75152	78910	82855
MM38	E	HOURLY	31.523	33.099	34.754	36.492	38.317	40.233
		MONTHLY	5464	5737	6024	6325	**6642**	6974
		ANNUAL	65568	68847	72289	75904	79699	83684
MM39	E	HOURLY	31.839	33.430	35.102	36.857	38.700	40.635
		MONTHLY	5519	5795	6084	6389	**6708**	7043
		ANNUAL	66224	69535	73012	76663	80496	84521
MM40	E	HOURLY	32.157	33.765	35.453	37.226	39.087	41.041
		MONTHLY	5574	5853	6145	6452	**6775**	7114
		ANNUAL	66886	70231	73742	77429	81301	85366
MM41	E	HOURLY	32.478	34.102	35.808	37.598	39.478	41.452
		MONTHLY	5630	5911	6207	6517	**6843**	7185
		ANNUAL	67555	70933	74480	78204	82114	86220
MM42	E	HOURLY	32.803	34.443	36.166	37.974	39.873	41.866
		MONTHLY	5686	5970	6269	6582	**6911**	7257
		ANNUAL	68231	71642	75224	78986	82935	87082
MM43	E	HOURLY	33.131	34.788	36.527	38.354	40.271	42.285
		MONTHLY	5743	6030	6331	6648	**6980**	7329
		ANNUAL	68913	72359	75977	79776	83764	87953

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
MM44	E	HOURLY	33.463	35.136	36.893	38.737	40.674	42.708
		MONTHLY	5800	6090	6395	6714	**7050**	7403
		ANNUAL	69602	73082	76736	80573	84602	88832
MM45	E	HOURLY	33.797	35.487	37.261	39.125	41.081	43.135
		MONTHLY	5858	6151	6459	6782	**7121**	7477
		ANNUAL	70298	73813	77504	81379	85448	89720
MM46	E	HOURLY	34.135	35.842	37.634	39.516	41.492	43.566
		MONTHLY	5917	6213	6523	6849	**7192**	7551
		ANNUAL	71001	74551	78279	82193	86302	90618
MM47	E	HOURLY	34.477	36.200	38.010	39.911	41.906	44.002
		MONTHLY	5976	6275	6588	6918	**7264**	7627
		ANNUAL	71711	75297	79062	83015	87165	91524
MM48	E	HOURLY	34.821	36.562	38.391	40.310	42.326	44.442
		MONTHLY	6036	6337	6654	6987	**7336**	7703
		ANNUAL	72428	76050	79852	83845	88037	92439
MM49	E	HOURLY	35.170	36.928	38.774	40.713	42.749	44.886
		MONTHLY	6096	6401	6721	7057	**7410**	7780
		ANNUAL	73153	76810	80651	84683	88918	93363
MM50	E	HOURLY	35.521	37.297	39.162	41.120	43.176	45.335
		MONTHLY	6157	6465	6788	7128	**7484**	7858
		ANNUAL	73884	77578	81457	85530	89807	94297
MM51	E	HOURLY	35.876	37.670	39.554	41.531	43.608	45.788
		MONTHLY	6219	6530	6856	7199	**7559**	7937
		ANNUAL	74623	78354	82272	86385	90705	95240
MM52	E	HOURLY	36.235	38.047	39.949	41.947	44.044	46.246
		MONTHLY	6281	6595	6925	7271	**7634**	8016
		ANNUAL	75369	79138	83095	87249	91612	96192
MM53	E	HOURLY	36.598	38.427	40.349	42.366	44.485	46.709
		MONTHLY	6344	6661	6994	7343	**7711**	8096
		ANNUAL	76123	79929	83926	88122	92528	97154
MM54	E	HOURLY	36.964	38.812	40.752	42.790	44.929	47.176
		MONTHLY	6407	6727	7064	7417	**7788**	8177
		ANNUAL	76884	80728	84765	89003	93453	98126
MM55	E	HOURLY	37.333	39.200	41.160	43.218	45.379	47.648
		MONTHLY	6471	6795	7134	7491	**7866**	8259
		ANNUAL	77653	81536	85612	89893	94388	99107
MM56	E	HOURLY	37.707	39.592	41.571	43.650	45.833	48.124
		MONTHLY	6536	6863	7206	7566	**7944**	8342
		ANNUAL	78430	82351	86469	90792	95332	100098
MM57	E	HOURLY	38.084	39.988	41.987	44.087	46.291	48.605
		MONTHLY	6601	6931	7278	7642	**8024**	8425
		ANNUAL	79214	83175	87333	91700	96285	101099
MM58	E	HOURLY	38.464	40.388	42.407	44.527	46.754	49.091
		MONTHLY	6667	7001	7351	7718	**8104**	8509
		ANNUAL	80006	84006	88207	92617	97248	102110
MM59	E	HOURLY	38.849	40.792	42.831	44.973	47.221	49.582
		MONTHLY	6734	7071	7424	7795	**8185**	8594
		ANNUAL	80806	84846	89089	93543	98220	103131
MM60	E	HOURLY	39.238	41.199	43.259	45.422	47.693	50.078
		MONTHLY	6801	7141	7498	7873	**8267**	8680
		ANNUAL	81614	85695	89980	94479	99202	104163

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
MM61	E	HOURLY	39.630	41.611	43.692	45.877	48.170	50.579
		MONTHLY	6869	7213	7573	7952	**8350**	8767
		ANNUAL	82430	86552	90879	95423	100194	105204
MM62	E	HOURLY	40.026	42.028	44.129	46.335	48.652	51.085
		MONTHLY	6938	7285	7649	8031	**8433**	8855
		ANNUAL	83255	87417	91788	96378	101196	106256
MM63	E	HOURLY	40.426	42.448	44.570	46.799	49.139	51.596
		MONTHLY	7007	7358	7726	8112	**8517**	8943
		ANNUAL	84087	88291	92706	97341	102208	107319
MM64	E	HOURLY	40.831	42.872	45.016	47.267	49.630	52.112
		MONTHLY	7077	7431	7803	8193	**8603**	9033
		ANNUAL	84928	89174	93633	98315	103230	108392
MM65	E	HOURLY	41.239	43.301	45.466	47.739	50.126	52.633
		MONTHLY	7148	7506	7881	8275	**8689**	9123
		ANNUAL	85777	90066	94569	99298	104263	109476
MM66	E	HOURLY	41.651	43.734	45.921	48.217	50.628	53.159
		MONTHLY	7220	7581	7960	8358	**8775**	9214
		ANNUAL	86635	90967	95515	100291	105305	110571
MM67	E	HOURLY	42.068	44.171	46.380	48.699	51.134	53.691
		MONTHLY	7292	7656	8039	8441	**8863**	9306
		ANNUAL	87501	91876	96470	101294	106358	111676
MM68	E	HOURLY	42.489	44.613	46.844	49.186	51.645	54.227
		MONTHLY	7365	7733	8120	8526	**8952**	9399
		ANNUAL	88376	92795	97435	102307	107422	112793
MM69	E	HOURLY	42.914	45.059	47.312	49.678	52.162	54.770
		MONTHLY	7438	7810	8201	8611	**9041**	9493
		ANNUAL	89260	93723	98409	103330	108496	113921
MM70	E	HOURLY	43.343	45.510	47.785	50.175	52.683	55.317
		MONTHLY	7513	7888	8283	8697	**9132**	9588
		ANNUAL	90153	94660	99393	104363	109581	115060
MM71	E	HOURLY	43.776	45.965	48.263	50.676	53.210	55.871
		MONTHLY	7588	7967	8366	8784	**9223**	9684
		ANNUAL	91054	95607	100387	105407	110677	116211
MM72	E	HOURLY	44.214	46.425	48.746	51.183	53.742	56.429
		MONTHLY	7664	8047	8449	8872	**9315**	9781
		ANNUAL	91965	96563	101391	106461	111784	117373
MM73	E	HOURLY	44.656	46.889	49.233	51.695	54.280	56.994
		MONTHLY	7740	8127	8534	8960	**9408**	9879
		ANNUAL	92884	97529	102405	107525	112902	118547
MM74	E	HOURLY	45.103	47.358	49.726	52.212	54.822	57.564
		MONTHLY	7818	8209	8619	9050	**9503**	9978
		ANNUAL	93813	98504	103429	108601	114031	119732
MM75	E	HOURLY	45.554	47.831	50.223	52.734	55.371	58.139
		MONTHLY	7896	8291	8705	9141	**9598**	10077
		ANNUAL	94751	99489	104463	109687	115171	120930
MM76	E	HOURLY	46.009	48.310	50.725	53.261	55.924	58.721
		MONTHLY	7975	8374	8792	9232	**9694**	10178
		ANNUAL	95699	100484	105508	110784	116323	122139
MM77	E	HOURLY	46.469	48.793	51.232	53.794	56.484	59.308
		MONTHLY	8055	8457	8880	9324	**9790**	10280
		ANNUAL	96656	101489	106563	111891	117486	123360

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Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
MM78	E	HOURLY	46.934	49.281	51.745	54.332	57.048	59.901
		MONTHLY	8135	8542	8969	9418	**9888**	10383
		ANNUAL	97623	102504	107629	113010	118661	124594
MM79	E	HOURLY	47.403	49.773	52.262	54.875	57.619	60.500
		MONTHLY	8217	8627	9059	9512	**9987**	10487
		ANNUAL	98599	103529	108705	114140	119847	125840
MM80	E	HOURLY	47.877	50.271	52.785	55.424	58.195	61.105
		MONTHLY	8299	8714	9149	9607	**10087**	10592
		ANNUAL	99585	104564	109792	115282	121046	127098
MM81	E	HOURLY	48.356	50.774	53.313	55.978	58.777	61.716
		MONTHLY	8382	8801	9241	9703	**10188**	10697
		ANNUAL	100581	105610	110890	116435	122256	128369
MM82	E	HOURLY	48.840	51.282	53.846	56.538	59.365	62.333
		MONTHLY	8466	8889	9333	9800	**10290**	10804
		ANNUAL	101586	106666	111999	117599	123479	129653
MM83	E	HOURLY	49.328	51.794	54.384	57.103	59.958	62.956
		MONTHLY	8550	8978	9427	9898	**10393**	10912
		ANNUAL	102602	107732	113119	118775	124714	130949
MM84	E	HOURLY	49.821	52.312	54.928	57.674	60.558	63.586
		MONTHLY	8636	9067	9521	9997	**10497**	11022
		ANNUAL	103628	108810	114250	119963	125961	132259
MM85	E	HOURLY	50.319	52.835	55.477	58.251	61.164	64.222
		MONTHLY	8722	9158	9616	10097	**10602**	11132
		ANNUAL	104665	109898	115393	121162	127220	133581
MM86	E	HOURLY	50.823	53.364	56.032	58.834	61.775	64.864
		MONTHLY	8809	9250	9712	10198	**10708**	11243
		ANNUAL	105711	110997	116547	122374	128493	134917
MM87	E	HOURLY	51.331	53.897	56.592	59.422	62.393	65.513
		MONTHLY	8897	9342	9809	10300	**10815**	11356
		ANNUAL	106768	112107	117712	123598	129778	136266
MM88	E	HOURLY	51.844	54.436	57.158	60.016	63.017	66.168
		MONTHLY	8986	9436	9907	10403	**10923**	11469
		ANNUAL	107836	113228	118889	124834	131075	137629
MM89	E	HOURLY	52.363	54.981	57.730	60.616	63.647	66.830
		MONTHLY	9076	9530	10007	10507	**11032**	11584
		ANNUAL	108914	114360	120078	126082	132386	139005
MM90	E	HOURLY	52.886	55.531	58.307	61.222	64.284	67.498
		MONTHLY	9167	9625	10107	10612	**11142**	11700
		ANNUAL	110003	115504	121279	127343	133710	140395

*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	23.475	24.649	25.882	27.176	28.535	29.391	30.860	31.786
(24 hour days)			MONTHLY	5697	5982	6281	6595	**6924.39**	7132	7489	7713
			ANNUAL	68361	71779	75368	79136	83093	85585	89865	92561
Fire Engineer	F55	NE	HOURLY	27.675	29.058	30.511	32.037	33.639	34.648	36.380	37.472
(24 hour days)			MONTHLY	6716	7052	7404	7774	**8163.00**	8408	8828	9093
			ANNUAL	80589	84618	88849	93291	97956	100895	105939	109118
Fire Captain	F60	NE	HOURLY	32.396	34.016	35.716	37.502	39.377	40.559	42.586	43.864
(24 hour days)			MONTHLY	7861	8254	8667	9101	**9555.54**	9842	10334	10644
			ANNUAL	94336	99053	104006	109206	114666	118106	124012	127732
Battalion Chief	F79	E	HOURLY	58.909	61.854	64.947	68.194	71.604	73.752	77.439	79.763
(40 hour week)			MONTHLY	10211	10721	11257	11820	**12411.32**	12784	13423	13826
			ANNUAL	122530	128656	135089	141844	148936	153404	161074	165906
Battalion Chief	F80	NE	HOURLY	42.078	44.181	46.391	48.710	51.146	52.680	55.314	56.973
(56 hour week)			MONTHLY	10211	10721	11257	11820	**12411.32**	12784	13423	13826
			ANNUAL	122530	128656	135089	141844	148936	153404	161074	165906
Deputy Fire Chief	F85	E	HOURLY	73.636	77.318	81.183	85.243	89.505	92.190	96.799	99.703
(40 hour week)			MONTHLY	12764	13402	14072	14775	**15514.16**	15980	16779	17282
			ANNUAL	153162	160821	168862	177305	186170	191755	201343	207383

*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	35.166	36.924	38.771	40.709	42.745	44.882	46.228
		MONTHLY	6095	6400	6720	7056	**7409**	7780	8013
		ANNUAL	73145	76803	80643	84675	88909	93354	96155
Police Corporal	P64	HOURLY	39.709	41.695	43.780	45.969	48.267	50.680	52.201
		MONTHLY	6883	7227	7588	7968	**8366**	8785	9048
		ANNUAL	82595	86725	91061	95615	100395	105415	108577
Police Sergeant	P70	HOURLY	47.348	49.715	52.201	54.811	57.551	60.429	62.242
		MONTHLY	8207	8617	9048	9501	**9976**	10474	10789
		ANNUAL	98483	103407	108578	114007	119707	125692	129463
Police Commander	P81	HOURLY	64.986	68.235	71.647	75.230	78.991	82.941	
		MONTHLY	11264	11827	12419	13040	**13692**	14376	
		ANNUAL	135171	141930	149026	156478	164301	172517	
Deputy Chief	P85	HOURLY	73.629	77.311	81.177	85.235	89.497	93.972	
		MONTHLY	12762	13401	14071	14774	**15513**	16288	
		ANNUAL	153149	160807	168847	177289	186154	195462	

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

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
M65		HOURLY	36.584	38.414	40.334	42.351	44.469	46.692
		MONTHLY	6341	6658	6991	7341	**7707.88**	8093
		ANNUAL	76096	79900	83895	88090	92495	97119
M66		HOURLY	37.499	39.374	41.343	43.410	45.580	47.859
		MONTHLY	6500	6825	7166	7524	**7901**	8296
		ANNUAL	77998	81898	85993	90292	94807	99547
M67		HOURLY	38.436	40.358	42.376	44.495	46.720	49.056
		MONTHLY	6662	6995	7345	7712	**8098**	8503
		ANNUAL	79948	83945	88142	92550	97177	102036
M68		HOURLY	39.397	41.367	43.436	45.607	47.888	50.282
		MONTHLY	6829	7170	7529	7905	**8301**	8716
		ANNUAL	81947	86044	90346	94863	99607	104587
M69		HOURLY	40.382	42.401	44.521	46.748	49.085	51.539
		MONTHLY	7000	7350	7717	8103	**8508**	8933
		ANNUAL	83995	88195	92605	97235	102097	107202
M70		HOURLY	41.392	43.461	45.635	47.916	50.312	52.828
		MONTHLY	7175	7533	7910	8305	**8721**	9157
		ANNUAL	86095	90400	94920	99666	104649	109882
M71		HOURLY	42.427	44.548	46.775	49.114	51.570	54.148
		MONTHLY	7354	7722	8108	8513	**8939**	9386
		ANNUAL	88247	92660	97293	102157	107265	112629
M72		HOURLY	43.487	45.662	47.945	50.342	52.859	55.502
		MONTHLY	7538	7915	8310	8726	**9162**	9620
		ANNUAL	90454	94976	99725	104711	109947	115444
M73		HOURLY	44.575	46.803	49.143	51.601	54.181	56.890
		MONTHLY	7726	8113	8518	8944	**9391**	9861
		ANNUAL	92715	97351	102218	107329	112696	118330
M74		HOURLY	45.689	47.973	50.372	52.891	55.535	58.312
		MONTHLY	7919	8315	8731	9168	**9626**	10107
		ANNUAL	95033	99784	104774	110012	115513	121289
M75		HOURLY	46.831	49.173	51.631	54.213	56.923	59.770
		MONTHLY	8117	8523	8949	9397	**9867**	10360
		ANNUAL	97409	102279	107393	112763	118401	124321
M76		HOURLY	48.002	50.402	52.922	55.568	58.347	61.264
		MONTHLY	8320	8736	9173	9632	**10113**	10619
		ANNUAL	99844	104836	110078	115582	121361	127429

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
M77		HOURLY	49.202	51.662	54.245	56.957	59.805	62.796
		MONTHLY	8528	8955	9402	9873	**10366**	10885
		ANNUAL	102340	107457	112830	118471	124395	130615
M78		HOURLY	50.432	52.954	55.601	58.381	61.300	64.365
		MONTHLY	8742	9179	9638	10119	**10625**	11157
		ANNUAL	104898	110143	115651	121433	127505	133880
M79		HOURLY	51.693	54.277	56.991	59.841	62.833	65.975
		MONTHLY	8960	9408	9878	10372	**10891**	11436
		ANNUAL	107521	112897	118542	124469	130692	137227
M80		HOURLY	52.985	55.634	58.416	61.337	64.404	67.624
		MONTHLY	9184	9643	10125	10632	**11163**	11721
		ANNUAL	110209	115719	121505	127581	133960	140658
M81		HOURLY	54.310	57.025	59.876	62.870	66.014	69.314
		MONTHLY	9414	9884	10379	10898	**11442**	12015
		ANNUAL	112964	118612	124543	130770	137309	144174
M82		HOURLY	55.667	58.451	61.373	64.442	67.664	71.047
		MONTHLY	9649	10131	10638	11170	**11728**	12315
		ANNUAL	115788	121578	127657	134039	140741	147778
M83		HOURLY	57.059	59.912	62.908	66.053	69.356	72.824
		MONTHLY	9890	10385	10904	11449	**12022**	12623
		ANNUAL	118683	124617	130848	137390	144260	151473
M84		HOURLY	58.486	61.410	64.480	67.704	71.090	74.644
		MONTHLY	10138	10644	11177	11735	**12322**	12938
		ANNUAL	121650	127733	134119	140825	147866	155260
M85		HOURLY	59.948	62.945	66.092	69.397	72.867	76.510
		MONTHLY	10391	10910	11456	12029	**12630**	13262
		ANNUAL	124691	130926	137472	144346	151563	159141
M86		HOURLY	61.446	64.519	67.745	71.132	74.689	78.423
		MONTHLY	10651	11183	11742	12330	**12946**	13593
		ANNUAL	127809	134199	140909	147954	155352	163120
M87		HOURLY	62.983	66.132	69.438	72.910	76.556	80.384
		MONTHLY	10917	11463	12036	12638	**13270**	13933
		ANNUAL	131004	137554	144432	151653	159236	167198
M88		HOURLY	64.557	67.785	71.174	74.733	78.470	82.393
		MONTHLY	11190	11749	12337	12954	**13601**	14281
		ANNUAL	134279	140993	148043	155445	163217	171378

Range	FLSA Status	Rate Type	0 (Minimum)	1	2	3	4 (Maximum)	5 (Longevity Only)
M89		HOURLY	66.171	69.480	72.954	76.601	80.431	84.453
		MONTHLY	11470	12043	12645	13278	**13941**	14639
		ANNUAL	137636	144518	151744	159331	167297	175662
M90		HOURLY	67.825	71.217	74.777	78.516	82.442	86.564
		MONTHLY	11756	12344	12961	13610	**14290**	15004
		ANNUAL	141077	148131	155537	163314	171480	180054
M91		HOURLY	69.521	72.997	76.647	80.479	84.503	88.728
		MONTHLY	12050	12653	13285	13950	**14647**	15380
		ANNUAL	144604	151834	159426	167397	175767	184555
M92		HOURLY	71.259	74.822	78.563	82.491	86.616	90.947
		MONTHLY	12352	12969	13618	14298	**15013**	15764
		ANNUAL	148219	155630	163411	171582	180161	189169
M93		HOURLY	73.041	76.693	80.527	84.554	88.781	93.220
		MONTHLY	12660	13293	13958	14656	**15389**	16158
		ANNUAL	151924	159521	167497	175871	184665	193898
M94		HOURLY	74.867	78.610	82.540	86.667	91.001	95.551
		MONTHLY	12977	13626	14307	15022	**15773**	16562
		ANNUAL	155722	163509	171684	180268	189282	198746
M95		HOURLY	76.738	80.575	84.604	88.834	93.276	97.940
		MONTHLY	13301	13966	14665	15398	**16168**	16976
		ANNUAL	159615	167596	175976	184775	194014	203714
M96		HOURLY	78.657	82.589	86.719	91.055	95.608	100.388
		MONTHLY	13634	14316	15031	15783	**16572**	17401
		ANNUAL	163606	171786	180375	189394	198864	208807
M97		HOURLY	80.623	84.654	88.887	93.331	97.998	102.898
		MONTHLY	13975	14673	15407	16177	**16986**	17836
		ANNUAL	167696	176081	184885	194129	203836	214027
M98		HOURLY	82.639	86.771	91.109	95.665	100.448	105.470
		MONTHLY	14324	15040	15792	16582	**17411**	18281
		ANNUAL	171888	180483	189507	198982	208931	219378
M99		HOURLY	84.705	88.940	93.387	98.056	102.959	108.107
		MONTHLY	14682	15416	16187	16996	**17846**	18739
		ANNUAL	176186	184995	194245	203957	214155	224862
M100		HOURLY	86.822	91.163	95.722	100.508	105.533	110.810
		MONTHLY	15049	15802	16592	17421	**18292**	19207
		ANNUAL	180590	189620	199101	209056	219509	230484

Department Director Salary Table (DD)

Range	Minimum Monthly Salary	Maximum Monthly Salary
04 - Director, Development Services	14,593	17,738
04 - Director, Management Services	14,593	17,738
04 - Director, Facilities and Community Services	14,593	17,738
05 - Assistant City Manager	15,332	18,637
05 - Director, Municipal Utilities and Engineering	15,332	18,637
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

City of
REDLANDS

EMPLOYEES INCLUDED:
Part-time Classifications
Effective December 2022

CLASSIFICATION TITLE	HOURLY RATE/RANGE	
Administrative Assistant		18.01
Background Investigator I/II	30.00	35.00
Camera Operator		16.95
Cemetery Aide		15.50
Community Service Officer I/II	21.92	23.74
IT/GIS Intern		15.50
Help Desk Technician		27.35
Library Page		15.50
Library Clerk		16.30
Library Specialist		19.31
Maintenance Worker		18.93
Museum Attendant		15.50
Planning Intern		15.50
Program Aide		16.30
Technical Services Clerk		17.48

City Council/Successor Agency Meeting **K. 1.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Redlands Police Community Foundation's 2022 Annual Report by President Judy Cannon, Past President Stan Weisser, and other board members (Interim Police Chief Tolber)

DISCUSSION:

The Redlands Police Community Foundation President Judy Cannon, Past President Stan Weisser, and other board members will present the 2022 Annual Report.

SUBMITTED BY:
Chay Miller, Executive Assistant

Attachments

RPCF 2022 Annual Report

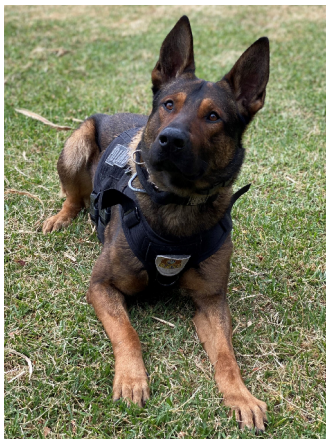
Supporting RPD since 2017

Redlands Police Community Foundation

Annual Report of 2022








Youth Programs • K-9 Unit • Citizen Volunteers

Thank You for Your Support!

The Redlands Police Community Foundation (RPCF) was established in 2017 as a 501(c)3 non-profit organization with the purpose of providing additional support to the Redlands Police Department. The RPCF achieves this by supporting and developing programs that strengthen the relationship between the police department and the community. The RPCF is proud to support RPD youth programs and events, the K9 Unit, and the Citizen Volunteer Unit.

Since receiving our first donation in October 2017 through December 2022, the Redlands Police Community Foundation has given back directly to the Redlands Police Department and the Redlands community totaling $495,653 through the following expenditures:

40%

DIRECT SUPPORT TO RPD OFFICER PROGRAMS

- Citizen Volunteer Unit
- K9 Unit
- Police Reserves Unit

37%

RPD COMMUNITY YOUTH PROGRAMS

- Back 2 School Jam
- Bicycle Rodeos
- Blue Christmas
- Christmas Block Party
- Community Bike Fund
- Cops N Kids Program
- Explorer Unit
- Heroes & Helpers
- Midnight Hoopz
- Mobile Book Plane
- Redlands Emergency Services Academy
- Street Smart Self-Defense Program
- Youth Leadership

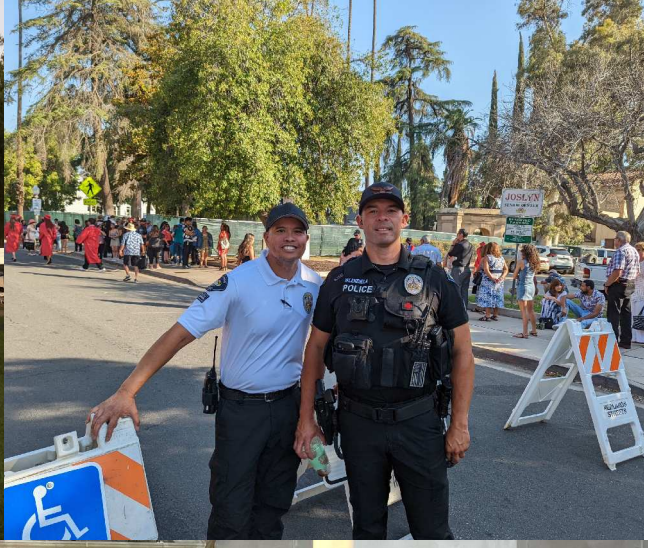
23%

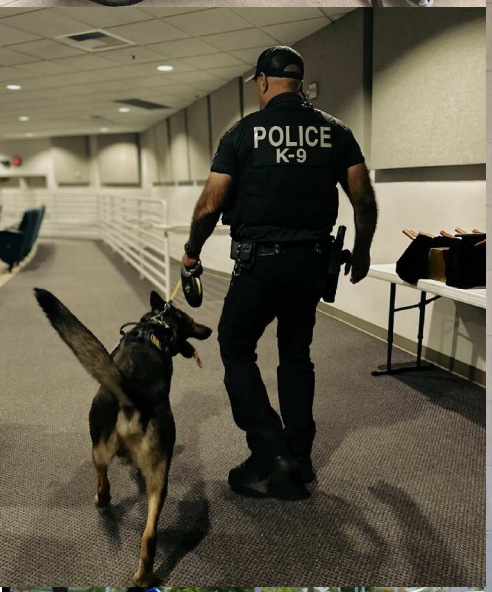
COMMUNITY OUTREACH & SAFETY

- Crime Prevention
- Community Policing Events
- Surveillance Camera Project








POLICE
K-9




REDLANDS
POLICE
VOLUNTEER
PARK RANGER


Snoopy
Sno-cone Machine


T. CAWTHON



Thank You for Your Support!

A MESSAGE FROM THE REDLANDS POLICE COMMUNITY FOUNDATION BOARD OF DIRECTORS

Dear Community of Redlands,

Since its organization in 2017, the Redlands Police Community Foundation (RPCF) has grown consistently every year, even during the pandemic years, in both its fundraising and positive influence in Redlands. With a current operating budget of over $300,000, RPCF is able to contribute to a wide range of community policing and outreach efforts by the Redlands Police Department, including the annual Coptober community fair, Redlands Emergency Services Academy (RESA), the Heroes and Helpers Christmas shopping event, Midnight Hoopz, the Garner Holt Youth Program, and others. In addition, RPCF completely funds the Redlands Citizens Volunteers and the RPD K-9 program.

We could not provide this range of opportunities and services if it weren't for the many generous donors and partners who support the goal of both the Foundation and our police department: to make Redlands a better place to live. We also appreciate the vision of the Redlands Police Department as they continuously seek ways to positively interact with community members, and especially with our young people.

We thank you for your contributions and look forward to your continued support.

Sincerely,

RPCF Board

Judy Cannon, President
Stan Weisser, Past President
Chris Martin, Vice President
Mike Bosman, Secretary
Kathy Johnson, Treasurer
Brenda Boon, Director
Kelvin Bryant, Director
Donna Ferracone, Director
Eddie Flores, Director
Curtis Lindemer, Director
Jim Nolin, Director
Neale Perkins, Director
Terry Vines, Director

Youth Programs & Events

Cops N Kids Youth Sports Programs

The Redlands Police Department believes that sports have the ability to bring people together and allow them to look past any differences they may have. Many sports-based initiatives allow community members and law enforcement officers to work together to forge stronger bonds and communities.

The goal of RPD's Cops N Kids program is to allow officers to continue to build bonds with the youth in our community through sports.



Deputy Chief Travis Martinez plays football with a group of children.



Local middle schoolers enjoy the Cops N Kids softball game at San Manuel Stadium in the company of Redlands Police Dept. officers and Inland Empire 66ers

Cops N Kids Softball Game

For the first time post COVID-19, RPD officers once again gathered 11 boys and 11 girls from local middle schools to participate in a day of fun at the Cops N Kids Baseball event. The event is held at the San Manuel Stadium in San Bernardino, where officers invite kids to play a game of softball, eat, and enjoy the day with their families and members of the police department before watching an Inland Empire 66ers game and meeting the ballplayers.

This year, the 66ers also joined the kids and police officers on the field to participate in the softball game, making the event even more memorable for the families in attendance.

The event was sponsored by the RPCF and Toyota of Redlands.

Youth Programs & Events





Local middle schoolers attend an Ontario Reign Game in the company of Redlands Police Department officers.

Cops N Kids on Ice

In January 2022, members of the RPD chaperoned ten middle-school aged children from Micah House on an all-expenses paid trip to watch an Ontario Reign Game in Ontario, Calif. The RPCF and Toyota of Redlands sponsored the event, and Chick-Fil-A of Redlands and Starbucks, Orange Tree Lane #10004 (OTL) made sure the students had plenty of food and drinks to enjoy.



Members of Redlands High School's boys' basketball team with RPD Community Policing Officer E. Herrera at the Crypto Arena

Cops N Kids N Hoops

In February, RPD members took eight Redlands High School students from the boys' basketball team to a Clippers game at Crypto Arena in Los Angeles, Calif. The RPCF and Majestic Realty sponsored this event. Once again, Chick-Fil-A showed their support by making sure the high schoolers enjoyed a meal before the game, and Starbucks OTL provided drinks and snacks.

Youth Programs & Events

Street Smart Self-Defense



Students ages 6 to 22 can participate in the Street Smart Self-Defense Program

Corporal A. Paredes of the RPD holds a black belt in martial arts and voluntarily runs the Street Smart Self-Defense after-school youth program that takes place at the Redlands Community Center on Friday afternoons from 4:00 to 6:00 p.m.

Street Smart is a martial arts class that aims to teach the participants courtesy, justice, perseverance, self-control and fighting spirit. The program also emphasizes respect and discipline. The motto is “Once I put my mind to it, nothing is impossible.”

Over the years, the class has evolved to include katas, sparring, tumbling, grappling, drills, games, and leadership. Currently, the program has 35 participants, ranging in ages from 6 to 22. Street Smart has been in operation for 14 years, making it one of the longest running RPD youth programs.



Two Street Smart Self-Defense students with longtime instructor, RPD Cpl. A. Paredes (center)

Street Smart is completely funded through community donations to the RPCF. Donations fund uniforms, belts, equipment, and pizza parties for the youth participants.

The program has expanded to include bi-annual women’s self-defense classes. The objective is to give the participant tools to successfully avoid an attacker by minimizing the risk of victimization by staying alert.

For more information, visit Facebook page: www.facebook.com/StreetSmartRedlands/.

Youth Programs & Events



Community Policing Officer E. Herrera speaking to children at the bicycle opportunity drawing

Back 2 School Jam

Every summer before school resumes, in conjunction with the Micah House and other community organizations, the RPD participates in the Back 2 School Jam at Sylvan Park. Lunch is served by RPD officers and citizen volunteers, and hundreds of backpacks stuffed with school supplies are distributed by police to the school-aged children in attendance.

This year, in addition to funding the backpacks, the RPCF also funded an opportunity drawing with 15 lucky winners taking home a new bicycle and helmet. The 2022 event was a huge success, with an estimated 2,500 kids and their family members in attendance!

Mobile Book Library

Did you know that the RPD has a custom mobile book library designed as an airplane? The mobile book plane is deployed by officers at many events within the community, and children are able to meet an officer and chat about reading before they select a book of their choice to take home.

The mobile book plane was originally donated by Hangar 24, and their ongoing generosity and support along with that of local service clubs, particularly Kiwanis, has allowed the RPCF to continue to keep the plane stocked with quality books for Redlands' young readers.



Young readers are able to select books from the RPD's mobile book plane

Youth Programs & Events

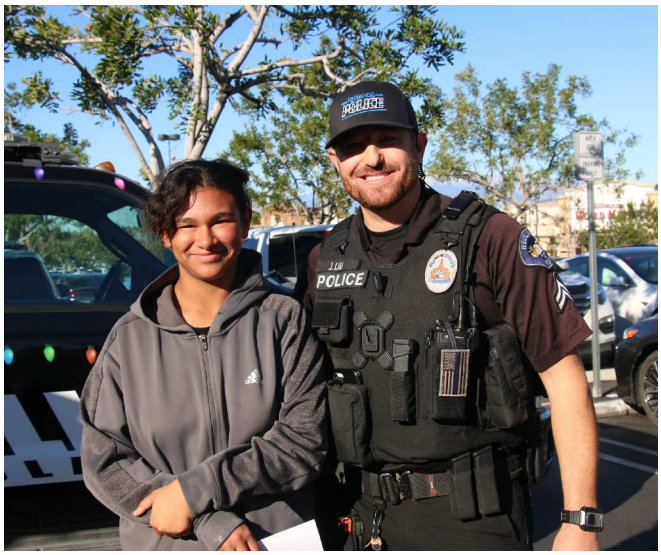
Heroes & Helpers Event

Each year in December, the RPCF sponsors RPD's Heroes & Helpers event for a $150 holiday shopping spree for approximately 125 children in the community. This year, kids were partnered up with a member of the RPD to shop for their Christmas wish list items in the Citrus Plaza and Mountain Grove shopping centers.

Children are nominated by school principals, teachers, police officers, and community and faith leaders based on family need as well as demonstrations of outstanding citizenship and leadership throughout the year. Over the years, hundreds of children from local schools have participated in the event.

In 2022, Paul Smith/Toyota of Redlands was the platinum donor, and other major donors were Barich & Associates Insurance Marketing, Reiss Jackson & Co., Redlands AYSO United, Kiwanis Club of Redlands, Darby's American Cantina, Armada Towing, and Hangar 24 Charities. Target also provided the RPCF with a $2,500 grant. Chick-Fil-A of Redlands provided lunches for shoppers, and Starbucks OTL was onsite with coffee for officers and parents. The Yucaipa High School softball team wrapped presents.













Blue Christmas

The Redlands Police Department held their third annual “Blue Christmas” event and delivered toys to the homes of local youth.

Blue Christmas was created during the COVID-19 pandemic as a way for officers to spread holiday cheer since social distancing prevented some of the traditional RPD Christmas events from occurring. Blue Christmas has been so successful within the community that it's stuck, post pandemic! The RPCF funds the toys, making it possible for officers to brighten the holidays of over 130 Redlands children yearly. All children are nominated by teachers and staff at Redlands Unified School District.

In 2022, Walmart awarded a grant to the RPCF in the amount of $3,000.00 towards toys for Blue Christmas. Stater Bros. Charities, American Legion POST 650, and the Auxiliary POST 650 provided additional gifts and candy for officers to distribute to young Redlands residents.

Youth Programs & Events

RPD Explorer Post

The RPD Explorer Post is a volunteer program designed for young adults ages 14 ½ -- 21 who are interested in pursuing a career in law enforcement. Police officer advisors lead the Explorer Unit and mentor the young men and women who participate in physical training, classroom instruction, and hands-on training, including going on patrol ride-alongs. The program also aims to develop qualities such as responsibility, character, and civic duty. In 2022, the Explorer Post participated in the following community events:

- Martin Luther King, Jr. Parade
- Lincoln Pilgrimage
- Run thru Redlands
- Bicycle Classic
- K-9 Fundraiser
- Believe Walk
- Turkey Trot
- Christmas Parade
- Burrage Mansion Christmas
- 4th of July Parade
- Barks and Brews
- Tailgate with a Cop
- Veterans Day Parade
- Coptober Community Fair
- State of the City



RPD Explorers and police advisors pose for a photo in front of the department's rescue vehicle at the police station

Congratulations, Ruben!



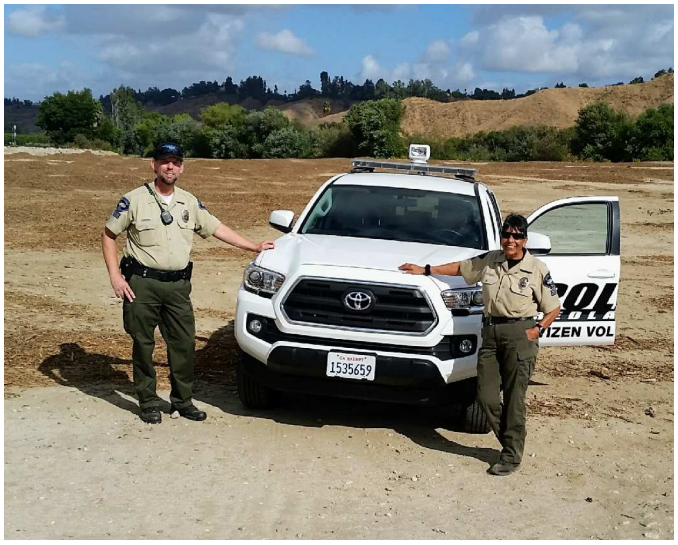
Former RPD Police Explorer, current Police Recruit Ruben Gallardo

Ruben Gallardo joined the RPD Explorer Unit in 2021. As an explorer, he displayed dedication to serving the community of Redlands by volunteering for community events, training other members of the Explorer Program, and being an excellent role model for others. In 2022, he was named Explorer of the Year. Shortly after, Ruben was hired by RPD as a police recruit and is currently attending the Basic Law Enforcement Academy. Upon graduation, he will be welcomed back to the RPD as a police officer and complete an additional six months of on-the-job training.

Congratulations on your promotion to police recruit, Ruben! We're sure you will do well in your new role as a police officer!

Citizen Volunteer Unit

RPD Citizen Volunteers



Citizen Volunteers R. Knoxx and J. Cronk

The RPD has a dedicated Citizen Volunteer Unit consisting of approximately 40 local men and women who enjoy giving back to the community. In 2022, the Citizen Volunteers performed nearly 4,400 hours of service assisting police officers.

Volunteers assist the Police Department with various operational and administrative functions, including:

- Foot and vehicle patrol (streets and parks)
- Traffic control/Road closures
- Special events
- Vacation house checks
- Electronic tracker deployment and maintenance
- Bait car deployment and maintenance
- Visual checking of red-tagged houses
- Crime analysis
- Filing and recordkeeping



Citizen Volunteers G. Winkel, C. Lindemer, and E. Betty with local children at the RPD's Heroes & Helpers event. Citizen Volunteers assist police officers with chaperoning school-aged kids on holiday shopping sprees sponsored by the RPCF and other community organizations and businesses.

The RPD's CV Unit was established in 1991 and is modeled on the concept of an unarmed, highly visible and uniformed, "eyes and ears" community patrol, staffed by local residents seeking to assist the Redlands Police Department. Looking for more information? Check out the RPD's webpage!



From left to right: RPCF Secretary Mike Bosman, RFD Chief Rich Sessler, RPD Chief Chris Catren, Ofc. S. Franklin, Det. K. Hanna, and Det. D. Frisch

Golf Fundraiser

The RPCF hosted a golf fundraiser in May at the Redlands Country Club to benefit the Redlands Police and Fire Departments. Police officers competed with firefighters, and police took home the traveling trophy in what will become an annual event.

The event raised $15,000, thanks to many sponsors supporting the cause. The funds raised benefited the RPCF, Redlands Police Officers Association (RPOA), and the Redlands Fire Department, and the many community outreach programs each organization provides in Redlands.

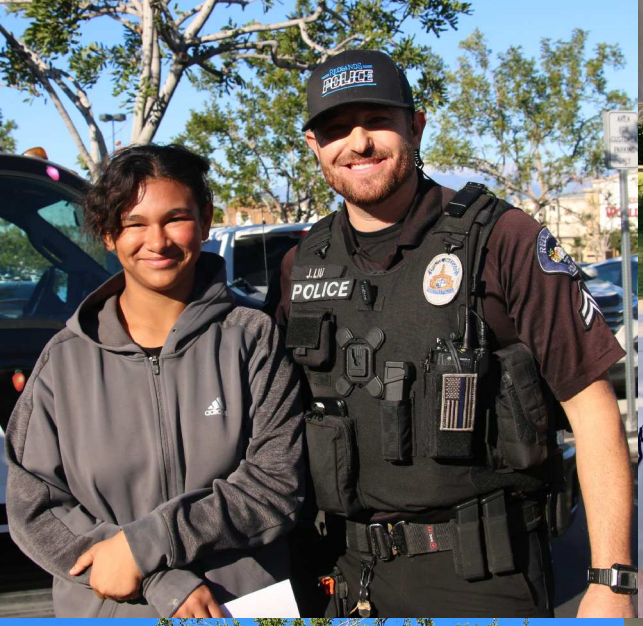


RPD Interim Chief Rachel Tolber

Thank You for Your Support!

I would like to express my sincere gratitude to the community for your ongoing support of the Redlands Police Community Foundation. It is through your generosity that the RPCF is able to fund additional public safety services and community policing activities that extend above and beyond the scope of the general municipal budget, including the RPD K9 Unit, Citizen Volunteer Unit, and youth programs and events. The ongoing success of these programs is fundamentally credited to residents' commitment to public safety and to the community we all love.

The RPD is thankful for the opportunities to provide these services that otherwise would not be possible. It is our privilege to serve a community that supports its local law enforcement, and in partnership with the RPCF, we will continue to strive to deliver the highest level of public safety services to the City of Redlands. On behalf of the men and women of the RPD, please accept our best wishes and deepest appreciation for your continued support.


POLICE




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SERVICES
ACADEMY






REDLANDS POLICE


POLICE


REDLANDS POLICE



Thank You to Our Donors

The Redlands Police Community Foundation values all of our donors.
The following individuals, businesses, and organizations played a key role in our success in 2022
by supporting Redlands Police Department programs and events. We thank them for their support!
If you would like to make a donation, please visit our website at www.rpcf365.org

Centurion Club ($1,000 +)

Absolute Contractors, Inc.
Elizabeth Armada
Barich & Assoc. Insurance Marketing, Inc
Lance Bauer
Blue Knights CA-IV
Michael Bosman
Debbie Brown
Roger Cabansag
Escape Craft Brewery
Steve Gallion
Hangar 24 Craft Charities
Daniel Isham
Kiwanis Club of Redlands
Pete Koss
Rudy Lozano
David Mclaughlin
William & Wynell Mullooly
Jim Nolin
Optimist Club of Redlands Foundation
Neale Perkins
Redlands Country Club
Reiss, Jackson & Company
Rochford Foundation
Rotary Club of Redlands Foundation
Dan & Denise Shefchik
Paul Smith
Stater Bros. Charities
Jeff Thalmayer
Richard & Kristin Thibedeau
Tom Bell's Redlands Auto Center
Toyota of Redlands
Terry & Geneil Vines
Joseph & Mary Walloch
Stan & Ellen Weisser

Stellar Club -- ($500 -- $999)

Armada Towing
Tom Bell
Johnny Bionca
Robert & Judy Cannon
George & Angelina Cheng
JinYong Chun & Bora Park
Barbara Condon
Crawford Real Estate Services, Inc.
Darby's American Cantina
Jerry & Stacia Fields
Barry & Jami Grames
Joseph & Susane Hong
Intll Paving Services, Inc.
Ret. Col. Lloyd Jacobson & Family
Eileen & Herrick Johnson
Thomas & Karen Kaney
Jason & Laura Keith
Orville & Liv Kensok
John & Barbara Kerr
Dr. Richard Krejsa
Law Office of Trevor D. Martin
Gilberto & Maritza McQuire
Larry & Katherine Meredith
Lew & Kathy Nelson
Porter Pool & Spa, Inc.
Pub 1882 LLC
Sabine Robertson-Phillips
Greg & Lezlee Shaughnessy
Jeanne Stellar

Thank You to Our Donors

The Redlands Police Community Foundation values all donors.
The following individuals, businesses, and organizations played a key role in our growth in 2022
by supporting Redlands Police Department programs and events. We thank them for their support!
If you would like to make a donation, please visit our website at www.rpcf365.org

365 Club ($365 -- $499)

Paul & Joann Barich
Ed Betty
Darryl & Kelley Bowden
Bill & Brenda Buster
Thomas Clark
Phillip Naman
William Cunningham & Family
Jeanne Donaldson
Denver Drieberg
East Valley Assoc. of Realtors
EPIC Engineers
Ralph Feller
Gerrards Market
Hatfield Buick & GMC
HUB International
Russ Huston
John & Carol James
Gordon Palmer
Redlands Bowl Performing Arts
Redlands Chiropractic
Redlands Community Hospital
Redlands Sunrise Rotary Foundation
Rettig Machine Shop, Inc.
Tom Bell Chevrolet - GEO

Century Club ($100 -- $364)

Leslie Bischoff
Naomi Biswas
Greg Bogh & Rosilisie Ochoa-Bogh
Don & Brenda Boon
David & Sandra Candelaria
Contract Labeling Service, Inc.
Richard Cover, Jr.
Dr. Byron E. Diehl
Jane Dreher
John & Mary Egan
Peter & Laura Elsissy
Danielle Garcia

Century Club -- Continued

Global Expeditors
Monica Guzman
Daniel Head
Michele Holcomb
Herman & Bonita Huiskes
Inland Empire Police Canine Assoc.
Johnny's Tacos and Sports
Laura Judge
Lane Carroll
Lazar Commercial Real Estate, Inc.
Curtis Lendemer
Ann McMahon
Rose Maden
Chris & Pam Martin
Norman Miner
Larry & Cindy Munz
Jay Nichols
Ruth-Ann Nydam
Panacea Investment Corp.
Earline Paulson
Penny Peng
Kimberly Perez
Holli Rigdon
Eleni Roumanas
Celeste Shirvani
Richard & Donna Tunell
Uncle Howie's Pizza
University of Redlands
Bobby & Jaimee Viola
Francis Wiley
Don & Alice Wirth
Bruce & Peggy Zeiner

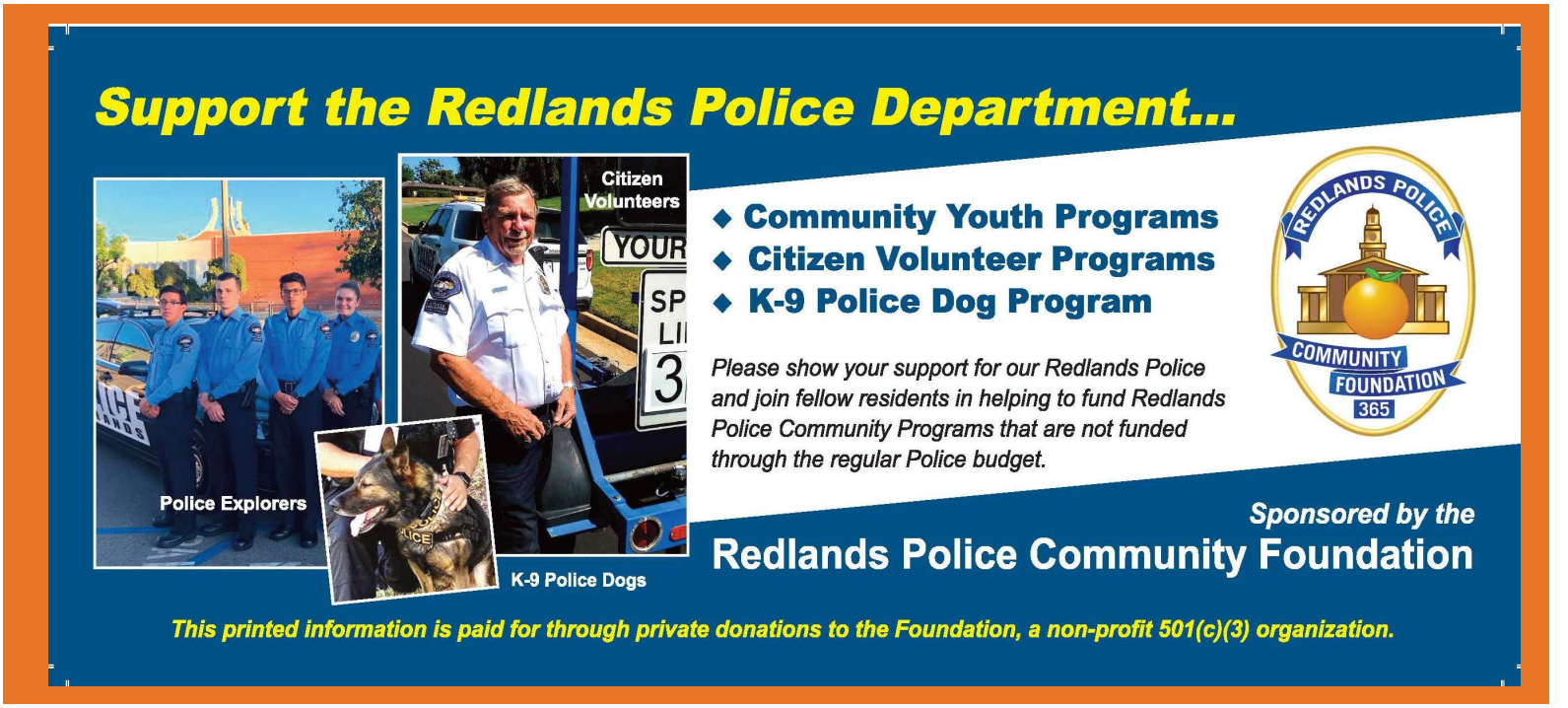
Blue 52 Club ($52 -- $99)

Adrian & Elizabeth Asencio
Chris Boatman
Cheryl Bordelon
Cynthia Cervantes
Ruth Heeney
Dorothy Larriba & Pat Cardoza
Fredrick Orr
James D. Paul

REDLANDS POLICE COMMUNITY FOUNDATION

PO Box 1025,
Redlands, CA 92373
www.rpcf365.org





City Council/Successor Agency Meeting **L. 1.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Citywide Annual Purchase Orders for miscellaneous tools, equipment and supplies for Fiscal Year 2023-2024 (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 Annual Purchase Orders with Lowe's, Fastenal, Home Depot, and Office Depot, to provide miscellaneous tools, equipment, and supplies on a need-by-need basis for "not-to-exceed" total annual amounts as described in the chart below.

RECOMMENDATION:

Staff recommends approval of the citywide Annual Purchase Orders.

DISCUSSION:

Staff is requesting City Council approval for citywide Annual Purchase Orders with Lowe's, Fastenal, Home Depot and Office Depot to provide miscellaneous tools, equipment, and supplies on a need-by-need basis for "not-to-exceed" total annual amounts as described below:

A. Fastenal

The City will leverage "Omnia Partners, Public Sector" cooperative purchasing contract for facilities, maintenance industrial supplies and tools, offering an average of 30% discount off wholesale prices. Purchases will be done through the City's automated warehouse program. The cooperative contract agreement has been competitively solicited, evaluated, and awarded. Based on year to date purchases, savings are estimated at approximately $57,000.

B. Home Depot
The City will leverage "Omnia Partners, Public Sector" cooperative purchasing agreement with Home Depot for retail maintenance, repair and operating commodities. The City receives 5% rebate for all of its purchases. The cooperative purchasing agreement has been competitively solicited, evaluated, and awarded. Based on year to date purchases, savings are estimated at approximately $18,000.

C. Lowe's
The City will leverage "Omnia Partners, Public Sector" cooperative purchasing agreement with Lowe's, and will receive 7% discount for all of its purchases at the point of purchase. Based on year to date purchases, savings are estimated at approximately $17,000.

D. Office Depot
The City will leverage "Omnia Partners, Public Sector" cooperative purchasing agreement for office supplies with Office Depot. The City saves on average, a minimum, 10% on the majority of purchased items compared to its retail prices, as per the cooperative purchasing agreement which has been competitively solicited, evaluated and awarded. Based on year to date purchases, savings are estimated at approximately $22,500.

The following annual purchase order amounts for miscellaneous tools, services, equipment and supplies have been budgeted by each department and will be encumbered.

VENDOR	**NOT TO EXCEED AMOUNT**
Lowe's	$200,000
Home Depot	$350,000
Office Depot	$280,000
Fastenal	$250,000
TOTAL	**$1,080,000**

ALTERNATIVES:

Reject staff request for approval of Citywide Annual Purchase Orders

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Dana Abramovitz-Daniel, Procurement Manager

Fiscal Impact

Fiscal Year:	2023-2024
Revenue Generating:	No
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes

Discussion:

Each annual purchase order will not exceed the corresponding amounts allocated in each department's budget for those goods or services without a request for additional appropriation from City Council.

Attachments

Citywide_annual_contracts_Omnia_Documents 23-24

Fastenal

Maintenance, Repair and Operations (MRO)

Overview

Contract Documentation

Contract Highlights

Disaster Preparedness

Success Stories

Resources

Diversity Initiative

Featured Partners

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Maintenance, Repair, Operations (MRO) Supplies and Related Services

University of California, CA

Contract Number: 2018.000208

July 1, 2018 through June 30, 2023
Option to renew for two (2) additional one-year periods through June 30, 2025
RENEWED THROUGH June 30, 2025

Executive Summary

- Executive Summary

Master Agreement Documents

- Official Signed Contract
- Multi-Award Justification
- Contract Award Letter
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3

Response Evaluation

- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication
- RFP Opening Documents

Maintenance, Repair & Operations (MRO) Supplies & Equipment

Region 4 ESC - TX

Contract Number: R192001

April 1, 2020 through March 31, 2023
Option to renew for two (2) additional one-year periods through March 31, 2025
RENEWED THROUGH March 31, 2024 (with 1 renewal option still available)

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Award Letter
- Contract Renewal 1
- Contract Update 1
- Contract Update 2
- Contract Update 3
- Contract Update 4
- Contract Update 5
- Contract Update 6

Response Evaluation

- Supplier Response to RFP
- Evaluation Summary

Solicitation Process

- Original RFP Document
- RFP Addendum #1
- RFP Addendum #2
- RFP Addendum #3
- RFP Questions & Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

REQUEST CONTRACT INFORMATION

Company Name: **FASTENAL**

1.0 **Base Discount:** **25%** (%) Minimum discount to be applied on all categories not defined below.

2.0 Please provide the percetange off list pricing for any of the categories you want to propose in the table below. The proposed discount percentages must not exceed 2 digits (i.e. 10.37% is acceptable while 10.37862% is not)

	CATEGORY	*DISCOUNT(%)
1	Adhesives, Sealants and Tape	25%
2	Appliances	25%
3	Air Filters	35%
4	Batteries	30%
5	Electrical	30%
6	Fasteners	57%
7	Hand Tools	25%
8	HVAC and Refrigeration	30%
9	Lighting, Lamps, Ballast, Fixtures	30%
10	Material Handling Repairs	25%
11	Motors	30%
12	Outdoor Equipment	25%
13	Paint, Equipment and Supplies	25%
14	Plumbing	30%
15	Pneumatics Tools	25%
16	Power Tools and Accessories	25%
17	Safety	30%
18	Security	30%
19	Welding and Soldering	25%
20	Public Safety	30%
21		
22		
23		
24		
25		
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27		
28		
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30		

Note:
*This Pricing discount structure (%) must comply with pricing proposed in ATTACHMENT A-1 PRICING ANALYSIS WORKBOOK.

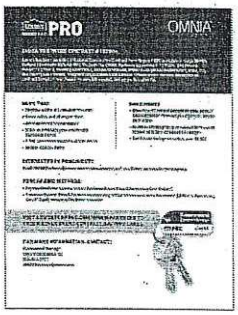
Lowe's Home Centers, Inc.

Maintenance, Repair & Operations (MRO) Supplies and Related Services

OVERVIEW
CONTRACT DOCUMENTATION
PRICING
HOW TO ORDER
CASE STUDY: CHICAGO HOUSING AUTHORITY
SOCIAL RESPONSIBILITY

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Click to Download Flyer



Maintenance, Repair and Operations (MRO) Supplies & Related Services

Region 4 ESC - TX

Contract Number: R192006

Initial award from April 1, 2020 through March 31, 2023 with the option to renew for two (2) additional one (1) year periods through March 31, 2025.

Executive Summary

- Executive Summary
- Pricing
- AZ Compliance Questionnaire

Master Agreement Documents

- Official Signed Contract
- Award Documents
- Award Letter
- Contract Update 1

Response Evaluation

- Supplier Response to RFP
- Evaluation Summary

Solicitation Process

- Original RFP Document
- Addendum #1
- Addendum #2
- Addendum #3
- RFP Questions & Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

Previous Contract

- R142104

Contact Information

Email: omniapartners@lowes.com
Phone: 888-310-7791

SUPPLIER WEBSITE

Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-975-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name* Last name*

Company name* Agency Type*

Email*

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your

1605 Curtis Bridge Rd.
Mail Code: A3ECS
Wilkesboro, NC 28697
Phone: 888-310-7791

Pricing

We work hard to save you money every day. And we strive to offer you low prices every time you shop. We call these Everyday Low Prices, and we do our best to provide you with the best values, whether at your local Lowe's store or online at Lowes.com. Because our online store is national in scope, you may find product or prices that differ from your local store. We make every effort to minimize those differences in order to provide you with the best possible shopping experience.

For more details, please visit https://www.lowes.com/l/everyday-low-prices.html

Example of pricing for: MFG- Disc and Category-Disc to receive up to 20% discount in Exhibit E

Lowesforpros.com (LFP) Volume Discount Example						
	Item #	Item Description	Qty	Retail	LFP Net $	% Disc.
Appliances	172183	FR 15CF TM LFHT1513LW	1	$499.00	$461.58	7.50%
	175050	FR 24-IN DISHWASHER FFBD2406NW	1	$299.00	$263.12	12.00%
	432101	WP ELEC FS RNG WFC150MLAW	1	$359.00	$333.87	7.00%
	472059	WP FL WASHER WFW8640BW	1	$999.00	$924.08	7.50%
Commodity	12140	REBAR 1/2" X 20' GRADE #40 (#4)	1	$7.47	$6.72	10.00%
	12242	19/32"X4X8 RTD SHEATHING	1	$21.23	$19.74	7.00%
	10385	CONCRETE MIX 80# QUIKRETE 1410	1	$3.95	$3.67	7.00%
	12212	7/16IN X 4FT X 8FT OSB SHEATHING	1	$7.12	$6.76	5.00%
Misc.	91812	5GL VALSPAR DURA EXT SATIN BSE 4	1	$175.00	$148.75	15.00%
	54195	24X48 CEILING PANEL FASH'TONE 942	1	$40.80	$36.72	10.00%
	219873	10 OZ ALEX PLUS WHITE	1	$2.28	$1.94	15.00%

Note: Pricing shown is for Lowe's store #0595 in Mooresville, NC; Identical orders at different Lowe's stores may have different retail and Volume Discount pricing.
Example product mix selected to show discount variation among assortment.
Example is for illustration only. Savings may not be typical. Volume Discount may not be offered on all products.

For a complete listing of Lowe's product offers, please visit www.lowesforpros.com. This represents Lowe's electronic file of catalog/product offering and pricing.

You have more reasons than ever to choose Lowe's ProSales with more than 1,700 locations and over 40,000 items in stock and 500,000+ online. Order ahead and we'll fulfill your order for in-store pick up or delivery to your location or work site.

See Addendum A for additional pricing information.

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Maintenance, Repair and Operations (MRO) Supplies & Relates Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 19-20

RFP Issued: October 28, 2019

Pre-Proposal Date: November 12, 2019

Response Due Date: December 9, 2019

Proposals Received: 9

Awarded to: Lowe's ProServices

Contract # R192006

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 19-20 on October 28, 2019, to establish a national cooperative contract for Maintenance, Repair and Operations (MRO) Supplies & Related Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On December 9, 2019 proposals were received from the following offerors:

- Facility Solutions Group
- Fastenal Company
- W.W. Grainger, Inc.
- Hi-Line Electric., Inc.
- Kimball Midwest
- Lawson Products
- Lowe's Home Centers, LLC
- Northern Safety & Industrial
- Wesco Distribution, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that Lowes Home Centers, LLC demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of April 1, 2020.

Contract Highlights:

Operates approximately 2,370 home improvement and hardware stores. Offers a range of products for maintenance, repair, remodeling. Product categories include Lumber and Building Materials; Tools and Hardware; Appliances; Fashion Fixtures; Rough Plumbing and Electrical; Lawn and Garden; Seasonal and Outdoor Living; Paint; Flooring; Millwork, and Kitchens. The Company also supports the communities that focus on K-12 public education and community improvement projects.

Contract includes:

- Over 1,700 stores nationwide to pick up materials, have Lowe's deliver or have parcel shipped.
- Committed to enhancing the economic growth of its diverse and small business suppliers. Lowe's sources suppliers who best match their needs regardless of business size or classification so they can offer a broader assortment of products at affordable prices.
- Register with Omnia Partners at: https://www.omniapartners.com/publicsector to become a member and utilize the contract at any Lowe's store in the U.S.
- Every Lowe's location will be able to scan the barcoded key fob to receive a 7% discount at point of sale; must order key fobs at: https://www.lowesforpros.com/l/government-buyer-solutions.html
- Utilize the catalog price file online, will need set up an account on www.Lowesforpros.com If an existing account, email GovernmentSupport@Lowes.com to have the file linked for their purchasing needs to receive the discount structure.
- Lowe's eProcurment - email eProSupport@lowes.com to set up an account and link the catalog price file and discount structure.

Term:

Initial three-year agreement from April 1, 2020 through March 31, 2023 with the option to renew for two (2) additional one-year periods through March 31, 2025.

Pricing/Discount:

- Walk-In: 7% discount at time of purchase
- On-Line : up to 20% discount
- eProcurement: Category discounts up to 20% off

OMNIA Partners, Public Sector Web Landing Page:

https://www.omniapartners.com/publicsector/contracts/supplier-contracts/lowes-home-centers-inc

The Home Depot

MRO & Paint Solutions

REQUEST INFORMATION

Overview
Contract Documentation
Products
Flooring
Paint
Benefits & Solutions
Pricing
Shipping
Getting Started

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Maintenance and Hardware Supplies

Lead Agency

Maricopa County, Phoenix, AZ

Contract Number

16154

5 year initial term, February 1, 2017 - December 31, 2021
Option to renew for (5) additional (1) year periods

Executive Summary

- Uniform Guidance

Contract Documents

- Contract No. 16154-RFP

RFP Documents

- 16154-RFP
- 16154-RFP ADDENDUM 1
- 16154 Posting Document

Response Evaluation

- AZ Compliance

Michigan School System Shines Light on Saving Energy - And Money



Byron Center Public Schools partnered with The Home Depot to update lighting throughout its system. With a new LED lighting system the school system has reduced energy usage by more than 1.5 million kilowatt hours (kWh), saved more than $170,00 over 18 months and created better visual acuity for students.

The Home Depot Fou...

CONTRACT PURSUANT TO RFP

SERIAL 16154-RFP

This Contract is entered into this 11th day of January, 2017 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Home Depot U.S.A., Inc., a Delaware corporation ("Contractor") for the purchase of Maintenance Repair and Operating Supplies and Services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of Five (5) years, beginning on the 1st day of February, 2017 and ending the 31st day of December, 2021.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee or rebate offering adjustment must be submitted sixty (60) days prior to the current Contract expiration. Requests for adjustment in cost of labor and/or materials not identified in the awarded proposal must be supported by appropriate documentation. If County agrees to the adjusted fee or rebate offering, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey if the offering was awarded on a fixed price basis.

3.0 PAYMENTS:

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the prices based on the discounts stated in Exhibit "A." or Task Order.

3.2 For non-procurement card transactions, Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES (NON-PROCUREMENT CARD TRANSACTIONS):

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide access to the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number or
- County purchase order number
- Invoice number and date
- Payment terms

EXHIBIT A
PRICING

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	2455 Paces Ferry Road
	Atlanta, GA 30339
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	www.homedepot.com
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	richard_nyberg@homedepot.com

	YES
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]

PAYMENT TERMS: [X] NET 30 DAYS (See Below)

Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.

Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.

1.0 PRICING:

1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	• **At least $10,000 to $25,000 Annual Net Sales (Pretax) = 1% Rebate**			
	• **At least $25,000 to $100,000 Annual Net Sales (Pretax) = 2% Rebate**			
	• **Over $100,000 Annual Net Sales (Pretax) = 5% Rebate**			
1.2	**Pro Rewards Paint Program**			
	Level	**Discount %**	**Minimum Annual Spend on Paint**	
	Gold	**20%**	**$ 7,500**	
	Silver	**15%**	**$ 4,000**	
	Bronze	**10%**	**$ 2,000**	
1.3	**Volume Pricing Program**			
	For any purchase over $1,500 more aggressive pricing may be available through the Volume Pricing Program.			
	For any planned order over $1,500, call in the request for quote to the ProDesk of your local The Home Depot			
	store and ask for it to be submitted for volume pricing consideration.			

Office Depot

Office Supplies, Technology and Interactive Whiteboard Solutions Products and Services, School Supplies, Furniture and Installation, Managed Print Solutions, Educational Supplies, Janitorial Supplies

OVERVIEW

CONTRACT DOCUMENTATION

OFFICE SUPPLIES - R190303 - REGION 4 ESC

SCHOOL SUPPLIES - R190502 - REGION 4 ESC

TECHNOLOGY & INTERACTIVE WHITEBOARD SOLUTIONS PRODUCTS & SERVICES

FURNITURE & INSTALLATION - R142212 - REGION 4 ESC

MANAGED PRINT SOLUTIONS - R171404 - REGION 4 ESC

JANITORIAL SUPPLIES - R162102 - REGION 4 ESC

OFFICE & EDUCATIONAL SUPPLIES - JP156810 - OREGON STATE UNIVERSITY

OFFICE SUPPLIES - CITY OF TAMARAC

OFFICE SUPPLIES - 44111513 - STATE OF FLORIDA

RESOURCES

REQUEST CONTRACT INFORMATION

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Scroll down to view contracts competitively solicited and publicly awarded by Region 4 ESC, Oregon State University and the City of Tamarac, FL.

Office Supplies, Related Products and Services

Region 4 ESC - TX

Contract Number: R190303

Initial five-year award from July 1, 2019 through June 30, 2024 with the option to renew for five additional one-year (1) periods through June 30, 2029.

Executive Summary

- Executive Summary
- Pricing
- Arizona Compliance Questionnaire

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Award Letter
- Contract Update - Tariff Import Surcharge Fees
- Contract Update - Authorized Dealer
- Contract Update - Authorized Distributors/Dealers
- Contract Update - Authorized Distributors/Dealers

Response Evaluation

- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Questions & Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

Previous Contract

- R141703

Educational School Supplies

Region 4 ESC - TX

Contract Number: R190502

Initial three-year award from July 1, 2019, through June 30, 2022 with the option to renew for two additional one-year (1) periods through June 30, 2024.

Executive Summary

- Executive Summary
- Pricing
- Amazon Compliance Questionnaire

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Award Letter
- Contract Update - Tariff Import Surcharge Fees

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Questions & Answers
- Proof of Publication
- RFP Request List
- RFP Opening Documents

Previous Contract

- R141605

Technology & Interactive Whiteboard Solutions Products & Services

Region 4 ESC - TX

Contract Number: R160204

August 1, 2016 to July 31, 2021

Executive Summary

- Executive summary
- Pricing
- AZ Compliance Questionnaire

Master Agreement Documents

- Official Signed Contract
- Award Documents - Board Recommendation, Approval, and Multi-Award Justification
- Award Letter
- Contract Amendement
- 4th Year Renewal Letter
- 5th Year Renewal Letter
- Contract Update - New Authorized Dealer
- Contract Update - Discount Update on Large Single Orders
- Contract Update - Tariff Import Surcharge Fees
- Contract Update - Rebate Incentives

Response Evaluation

- Response Evaluation Summary

Solicitation Process

- Determination for RFP.
- Original RFP Document
- RFP Addendum 1
- RFP Questions & Answers
- Proof of Publication
- Pre-Proposal Conference Sign In Sheet
- RFP Request List
- RFP Receipt List and Time Stamped Responses
- RFP Opening Sign-In Sheet

Furniture and Installation

Region 4 ESC - TX

Contract Number: R142212

May 1, 2015, to Oct 31, 2020

Executive Summary

- Executive Summary
- Pricing

Master Agreement Documents

- Official Signed Contract
- Award Letter
- Award Recommendation
- Contract Amendement
- 4th Year Renewal Letter
- 5th Year Renewal Letter
- Contract Extension
- Contract Update - New Authorized Dealer
- Contract Update - EDGAR Documentation
- Contract Update - Tariff Import Surcharge Fees
- Contract Update - Rebate Incentives
- Contract Update - Authorized Distributors/Dealers
- Contract Update - Authorized Distributors/Dealers

Response Evaluation

Solicitation Process

- Determination for RFP
- Original RFP Document
- RFP Questions & Answers
- Proof of Publication
- RFP Request List
- RFP Receipt List and Time Stamped Responses
- RFP Opening Sign-In Sheet

Janitorial Supplies, Equipment, Maintenance and Repair

Region 4 ESC - TX

Contract Number: R162102

March 1, 2017 to February 29, 2020

Executive Summary

- Executive Summary
- Pricing

Master Agreement Documents

- Official Signed Contract
- Award Letter
- Contract Amendment
- 4th Year Renewal Letter
- Contract Update - New Authorized Dealer
- Contract Update - Tariff Import Surcharge Fees
- Contract Update - Rebate Incentives

Response Evaluation

- Vendor Proposal
- Response Evaluation Summary

Solicitation Process

- Final RFP Document
- RFP Addendum 1
- Proof of Publication
- RFQ Questions & Answers
- Bidders List
- Time Stamped Responses
- Bid Receipt List and Sign-In Sheets

Managed Print Solutions

Region 4 ESC - TX

Contract Number: R171404

March 1, 2018 to February 28, 2021

Executive Summary

- Executive Summary
- Pricing

Master Agreement Documents

- Official Signed Contract
- Award Letter
- Contract Award Documents (Board Recommendation, Approval, and Multiple Award Justification)
- Contract Amendment
- Contract Update - Tariff Import Surcharge Fees
- Contract Update - Rebate Incentives

Response Evaluation

- Response Evaluation Summary
- AZ Compliance Questionnaire

Solicitation Process

- Determination for RFP
- Original RFP Document
- RFP Addendum 1
- RFP Addendum 2
- Proof of Publication
- RFP Request List
- RFP Opening Documents (Time Stamped Responses, Response Receipt List, and RFP Opening Sign In Sheet)

Office and Educational Supplies

Oregon State University, OR

January 1, 2012 to December 31, 2023

Executive Summary

- Executive Summary

Master Agreement Documents

- Official Signed Contract
- Intent to Award Letter
- Contract Amendment 1

Response Evaluation

- Evaluation Score Sheets: 1st Stage
- Evaluation Score Sheets: 2nd Stage
- Evaluation Score Sheets: 3rd Stage

Solicitation Process

- Original RFP Document
- RFP Addenda
- Proof Addenda
- RFP Response Receipt

Office Supplies, Products and Related Services

City of Tamarac, FL

Contract Number: 19-12R

Initial award from October 14, 2019 through October 13, 2023 with the option to renew for one (1) additional four (4) year period through October 13, 2027.

Executive Summary

- Executive Summary
- Pricing
- AZ Compliance Questionnaire

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addenda
- Proof of Publication
- RFP Request List
- RFP Opening Documents

Previous Contract

- 13-23R.pdf

There is Power in the Partnership

Valya Broyer – Director, Strategic Partnerships
Email: valya.broyer@officedepot.com
Phone: 303.704.6107
Billy Grimmett – National Program Manager - East
Email: billy.grimmett@officedepot.com
Phone: 704-236-4409

SUPPLIER WEBSITE

Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name* Last name*

Company name* Agency Type*

Email*

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

Sign Up*

OMNIA
PARTNERS

NATIONALIPA U US.COMMUNITIES

OFFICE SUPPLIES, RELATED PRODUCTS AND SERVICES
Executive Summary

Lead Agency: Region 4 Education Service Center

Solicitation: RFP 19-03

RFP Issued: December 5, 2018

Pre-Proposal Date: December 18, 2018

Response Due Date: January 24, 2019

Proposals Received: #7

Awarded to: Office Depot, Inc. R190303

The Region 4 ESC Procurement Office issued RFP 19-03 on December 5, 2018 to establish a national cooperative contract for Office Supplies, Related Products and Services.

The solicitation included cooperative purchasing language in Sections I – Scope of Work:

Region 4 ESC, as the Principal Procurement Agency, defined in APPENDIX D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). APPENDIX D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On January 24, 2019 proposals were received from the following offerors:

- EPIC Business Essentials
- Gonzalez Solutions for Business
- Lamrite West, Inc.
- Office Depot, Inc.
- Quill LLC
- Rapp Productions dba FurnitureLab
- Waterlogic Americas

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to recommend awards to EPIC Business Essentials, Gonzalez Solutions for Business, Office Depot, Inc. and Quill LLC. The vendors submitted comparable proposals with competitive pricing and product ranges.

On April 23, 2019 the Board of Directors of Region 4 Education Service Center (ESC) approved the multiple awards for office supplies, related product and services to EPIC Business Essentials, Gonzalez Solutions for Business, Office Depot, Inc. and Quill LLC.

The Board of Directors of Region 4 Education Service Center and OMNIA Partners, Public Sector executed the agreement with a contract effective date of July 1, 2019

Contract includes:

- Offering a wide range of products and solutions
- Customized core list capabilities, customer access to online ordering and billing solutions
- Program Incentive Rebates
- National network of retail locations

Term:

Initial five-year agreement from July 1, 2019 to through June 30, 2024 with the option to renew for five (1) additional one-year periods through June 30, 2029.

Pricing/Discount:

- Fixed Net Priced
- Web less discount pricing by category for all Non-Core in current printed Office Depot BSD and the BSD School Solutions Catalog
- Qualified Free Delivery: $50 minimum purchase

OMNIA Partners, Public Sector Web Landing Pages:
https://www.omniapartners.com/publicsector/contracts/supplier-contracts/office-depot

City Council/Successor Agency Meeting **L. 2.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8435 - Annual Engineer's Reports Preliminary Approval, and Resolution No. 8436 - Declaration of Intention to Levy Fiscal Year 23/24 Street Lighting District No. 1 and Landscape Maintenance District No. 1 Assessments (Assistant City Manager Boatman)

MOTION(S):

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

I move to adopt Resolution No. 8435 and Resolution No. 8436.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8435 preliminarily approving the annual Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1, and Resolution No. 8436 declaring the City Council’s intention to levy and collect assessments for fiscal year 23/24 and scheduling a June 20, 2023 Public Hearing to receive comments related to levying assessments within these districts.

DISCUSSION:

On July 7, 1987, City Council ordered the formation of Landscape Maintenance District No. 1 (LM District), which was established to ensure satisfactory levels of maintenance are provided. LM District assessments provide funding for labor, material, and equipment associated with landscape services provided by the City within the LM District. These services include turf and ground cover maintenance, irrigation, tree and bush trimming, and LM District management.

On September 19, 1989, City Council ordered the formation of Street Lighting District No. 1 (SL District), which was established to generate funding for electricity to power streetlights, labor, material, and equipment costs to replace burned-out or damaged streetlight bulbs, damaged streetlight poles, and provide SL District management.

On May 2, 2023, City Council approved Donald Young, One Stop Permit Center Manager, as the Assessment Engineer for both districts. As the Assessment Engineer, Mr. Young is responsible for the preparation of the Engineer's Reports required to levy the annual assessments in accordance with the California Streets and Highways Code.

Staff has prepared the comprehensive Engineer's Reports to establish fiscal year 23/24 LM District and SL District assessments that will recover costs for City services within both districts. Appendix "D" of the Engineer's Reports detail the assessments and provide a description of specific areas to be assessed. The Assessment District diagrams are also included in each of the Engineer's Reports as Appendix "B". No new areas are proposed for annexation into the districts.

A public hearing is required to levy these assessments. The date of the Public Hearing will be set by adoption of Resolution No. 8436. At the Public Hearing, the Council will consider Resolution Nos. 8437 and 8438 to approve the Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1 and implement the assessments for Fiscal Year 2023-2024. A copy of the Notice of Public Hearing is included with this staff report.

ALTERNATIVES:

The City Council may deny the staff recommendation which will result in no imposition of assessments by the San Bernardino County Assessor on property tax bills without adoption of the annual Engineer's Reports.

STRATEGIC PLAN:

N/A

SUBMITTED BY:

Chris Boatman, Assistant City Manager

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:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year: FY 2023-24

Revenue Generating: Yes

Appropriation Required Y/N: No

Discussion:

The proposed FY 23/24 SL District and LM District assessments are anticipated to generate revenues of $25,465.25 and $28,784.34 respectively, which will supplement Facilities and Community Services Department costs to provide services within the districts.

Attachments

A. Resolution No. 8435 SLS and LMD Preliminary Approval
B. Resolution No. 8436 SLD and LMD Intent
C. 10 Day Display Notice
D. LMD Engineer's Report
E. SLD Engineer's Report

RESOLUTION NO. 8435

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS GIVING PRELIMINARY APPROVAL OF THE ENGINEER'S REPORTS FOR FISCAL YEAR 2023-2024 FOR STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (the "City Council") has heretofore determined that the public interest, convenience and necessity require the maintenance and operation of street lighting and appurtenant facilities, as set forth in Section 22525 of the Streets and Highways Code, within the incorporated boundaries of the City of Redlands; and

WHEREAS, the City Council has heretofore determined that the public interest, convenience and necessity require the maintenance of landscape and irrigation facilities set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Redlands; and

WHEREAS, Donald Young, One Stop Permit Center Manager, 35 Cajon Street, Suite 15A, Redlands, California, has been appointed "Assessment Engineer" with all provisions of Part 2 of Division 15 of the Streets and Highways Code applicable to the Engineer being applied to the "Assessment Engineer;" and

WHEREAS, Sections 22622 and 22623 of the Streets and Highways Code require that an Engineer's Report be prepared and filed annually, specifying the assessments to be levied against the benefitting properties within the City's Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, the Assessment Engineer has prepared and filed with the City Clerk reports in writing as required by the Landscaping and Lighting Act of 1972 and in compliance with Article XIIID of the California Constitution; and

WHEREAS, the City Council has duly considered said reports and each and every part thereof; and finds that each and every part of said reports is sufficient, and that no part of said reports requires modification in any respect;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. That the Engineer's estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby, preliminarily approved and confirmed.

Section 2. That the diagram showing the Street Lighting District No. 1 and Landscape Maintenance District No. 1 referred to and described in said reports, and the boundaries of the lots and parcels of land within such assessment district as the same existed at the time of passage of this resolution, are hereby preliminarily approved and confirmed.

Section 3. That the proposed assessment upon the properties in Street Lighting District No. 1 and Landscape Maintenance District No. 1, in proportion to the estimated benefit to be received by such properties, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings for Street Lighting District No. 1 and Landscape Maintenance District No. 1.

APPROVED AND ADOPTED this 6th day of June, 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 6th day of June, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN REDLANDS' STREET LIGHTING ASSESSMENT DISTRICT NO. 1 AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2023-2024 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, AND ESTABLISHING A TIME AND PLACE FOR PUBLIC HEARINGS FOR THE TWO DISTRICTS TO CONSIDER PROTESTS

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 (1) finds that the public interest and convenience requires, and (2) declares its intention to levy and collect, assessments against the lots and parcels of property within an existing assessment districts designated "Redlands' Street Lighting Assessment District No. 1 and Landscape Assessment District No. 1" (the "Districts") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act") for fiscal year 2023-2024, commencing July 1, 2023, and ending June 30, 2024, to pay for the costs and expenses of the improvements described in Section 3 hereof.

Section 2. Reference is hereby made to a map on file in the office of the City Clerk and open for public inspection for a description of the exterior boundaries of the Districts.

Section 3. The proposed improvements are briefly described as follows: The operation, maintenance and servicing of public within the District, including the operation, maintenance and servicing of public lighting facilities and landscaping, including safety lighting, traffic signals, trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, located along public roadways, streets and rights-of-way within the boundaries of the Districts. "Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the public lighting and landscaping facilities, and appurtenant facilities, including repair, removal or replacement of all or part of any of the public lighting and landscaping facilities, or appurtenant facilities. "Servicing" means the maintenance of any of the public lighting and landscaping facilities or appurtenant facilities, including the furnishing of electric current, energy or gas for the operation of any of the lighting facilities and the furnishing of water for the irrigation of any of the landscaping facilities.

Section 4. The assessments to be levied and collected against the assessable lots and parcels of property within the Districts for fiscal year 2023-2024 are not proposed to increase from the assessments levied and collected for fiscal year 1997-1998.

Section 5. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the Districts shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

Section 6. All railroad, gas, water and electric utility rights-of-way are included within the Districts and shall be assessed in accordance with the benefits received from the improvements.

Section 7. Reference is hereby made to the Reports of the Engineer entitled "City of Redlands Street Lighting District No. 1 Engineer's Report for Fiscal Year 2023-2024" and "City of Redlands Landscape Maintenance District No. 1 Engineer's Report for Fiscal Year 2023-2024" on file in the office of the City Clerk for a full and detailed description of the improvements, the boundaries of the District and any zones therein and the proposed assessments upon assessable lots and parcels of land within the District.

Section 8. NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL APPOINTS TUESDAY, THE 20TH DAY OF JUNE, 2023, AT THE HOUR OF 6:00 P.M., OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS AT CITY HALL, CITY OF REDLANDS, 35 CAJON STREET, SUITE 2, REDLANDS, CALIFORNIA 92373, AS THE TIME AND PLACE FOR TWO PUBLIC HEARINGS TO CONSIDER PROTESTS OR OBJECTIONS TO THE LEVY OF THE PROPOSED ASSESSMENTS IN CONNECTION WITH THE DISTRICTS. All interested persons shall be afforded the opportunity to hear and be heard. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and all written protests made or filed by any interested person.

Section 9. The City Clerk is hereby authorized and directed to give notice of such hearing in accordance with law.

Section 10. The City Council hereby determines and declares that the proposed assessments constitute a continuation of assessments existing on the effective date of Article XIIID, that the assessments are imposed exclusively to finance the maintenance and operation expenses for streets and that the assessments are exempt from the requirements of Article XIIID, Section 4 of the California Constitution.

Section 11. The City Council hereby designates Donald Young, One Stop Permit Center Manager, telephone number (909) 798-7585 x6, to answer inquiries regarding the hearing, protest proceedings and procedural or technical matters.

ADOPTED, SIGNED AND APPROVED this 6th day of June, 2023.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was duly adopted by the City Council, at a regular meeting thereof, held on the 6th day of June, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

CITY OF REDLANDS
CITY COUNCIL
NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City Council of the City of Redlands, County of San Bernardino, State of California, will hold a **PUBLIC HEARING** to consider the following:

1. **PUBLIC HEARING** to consider Resolution No. 8437 and Resolution No. 8438 to approve the Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1 and implement the assessments for Fiscal Year 2023-2024

   City of Redlands, Applicant

In accordance with the Landscaping and Lighting Act of 1972 and in compliance with Article XIIID of the California Constitution a report has been prepared and filed with the City Clerk.

The full text of the proposed Resolutions, and all materials relevant to this hearing, are available for public inspection at the One Stop Permit Center, located at 35 Cajon Street, Ste. 15A, Redlands, California. Phone number is (909) 798-7585x6. Website: www.cityofredlands.org

The public hearing will be held in the Council Chambers, Civic Center, 35 Cajon Street, Ste. 2, Redlands, California, at 6:00 P.M., or as soon thereafter as may be heard, on Tuesday, June 20, 2023.

Due to time constraints and the number of persons wishing to give oral testimony, time restrictions may be placed on oral testimony at the hearing regarding this project. You may wish to make your comments in writing to the following address to assure that you are able to express yourself adequately: City Council, P. O. Box 3005, Redlands, California 92373 or by e-mail to jdonaldson@cityofredlands.org

If you challenge the Resolutions described in this notice 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 prior to the public hearing.

_____

Jeanne Donaldson, City Clerk
City of Redlands, California

CITY OF REDLANDS
LANDSCAPE MAINTENANCE DISTRICT NO. 1
ENGINEER'S REPORT
FOR FISCAL YEAR 2023-2024

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT

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ENGINEER'S REPORT AFFIDAVIT

Landscape Maintenance District No. 1

City of Redlands
San Bernardino County, State of California

This Report describes the Landscape Maintenance District No. 1 ("District") and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2023-2024 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the San Bernardino County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 6th day of June, 2023



By:_____

Donald Young
One Stop Permit Center Manager
R.C.E # 49918

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I. AUTHORITY FOR REPORT

This report is prepared by order of the City Council of the City of Redlands, California (City). This report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3 of Division 15 of the Streets and Highway Code of the State of California (Landscape and Lighting Act of 1972) and Article XIIID of the California Constitution.

II. GENERAL DESCRIPTION

The City Council of the City of Redlands, California has heretofore elected to form Landscape Maintenance District No. 1 (District) and annexed territories to said District. The boundaries of said District and annexations thereto are entitled "Assessment Diagram of Landscape Maintenance District No. 1," and are on file in the office of the City Clerk of the City of Redlands.

III. PLANS AND SPECIFICATIONS

The plans and specifications for the landscaping either have been or are being prepared by the developers. The plans and specifications for the landscaping will be in conformance with the requirements of the City's Development Services Department, Planning Division and Land Use Engineering Division (DSD) and the Facilities and Community Services Department (FCS).

Reference is hereby made to the subject tract or parcel maps and assessment diagrams for the exact location of the landscaped areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

IV. IMPROVEMENTS

All areas within the Landscape Maintenance District No. 1, identified in this report as the Original District and Annexation No. L1 through L12, are to be maintained by the District. For FY 2023/24 the Original District (A, B and C), and Annexations L1-A, L1-B, L2-A, L4-C, L4-W, L5-C and L6-E are the only Annexations currently maintained. The remaining Annexations are either not yet developed or the landscaping has not been accepted for maintenance by the Facilities and Community Services Department.

The City, through the Facilities and Community Services Department, has developed procedures for inspections, acceptance and maintenance of the landscaping improvements. It is anticipated that the Facilities and Community Services Department will be assigned the overall maintenance responsibilities once landscape improvements for individual Annexations have been accepted for maintenance.

V. ASSESSMENT DIAGRAM

The assessment District locations for the Original District and subsequent Annexations are shown in Appendix B. The assessment diagrams by reference are hereby made a part of this report. The original diagram document used in prior Engineer's Reports was updated in 2021 for purposes of clarity.

VI. ESTIMATED COSTS AND MAINTENANCE

It is anticipated that the City, through its Facilities and Community Services Department, will provide maintenance services for the District. The City's record keeping will be required to be sufficiently accurate to detail the expenses so that actual cost of maintaining the District and Annexations are documented.

The District and Annexations which are maintained and those Annexations which are not maintained at this time, have been in existence for a number of years. Over the years the existing assessments have not kept pace with the true annual cost of maintenance and administration. As a result, the surplus balances established at the formation of the District and Annexations have depleted to cover expenses.

Approximately fifty-one (51) percent of the general administration and engineering costs are charged to the District and Annexations having landscaping maintained by the City. Forty-nine (49) percent is spread to properties on an equal assessment per lot with on-site development, but with either no landscaping installed or landscaping which is not yet accepted for maintenance by the City. The latter assessment has not changed as compared to the last fiscal year and remains at $6.00 per lot.

The assessment per lot for general administration and engineering areas with landscaping maintained by the City is approximately $4.39 per lot for the Original District B and C, and Annexations L1-A, L1-B, L2-A, L4-W and L6-E. For Original District A, this amount is $36.16 per lot and for Annexation L5C it is $8.50 per lot. Annexation L4-C is maintained by the District but the assessment remains at $6.00 per lot.

Since there were numerous locations as part of Annexation Nos. 1, 2, 3, 4, etc. they were identified on the diagram as Original A, 1-1A, 1-1B, etc. Prefix L is added to the identification on the later annexations to identify that it is within the District. The description of the annexations will be within Sections IX and X of this report.

VII. ASSESSMENT ROLL

Following the public hearing for FY 2023-2024 (FY 23/24) assessments and the City Council's approval of the assessments, an assessment roll will be prepared. The assessment roll will include the assessment parcel number, the San Bernardino County Assessor's parcel number and the confirmed assessment for each parcel. The assessment roll will be

filed with the City Clerk and will subsequently be transmitted to the San Bernardino County Auditor/Tax Collector.

VIII. PROPOSED BASIS FOR ASSESSMENTS

The City Council has heretofore determined that it will be necessary to utilize the provisions of the Landscaping and Lighting Act of 1972, a benefit assessment act, for the Original District and the subsequent Annexations to the District and to assess benefitting properties in proportion to the benefits that the various properties will receive.

IX. CALCULATION OF MAINTENANCE AND INCIDENTAL COST

For a breakdown of the Maintenance and Incidental Costs see Appendix A – Calculation of Maintenance and Incidental Cost Table

X. ESTIMATED ASSESSMENTS FOR FY 2023-2024

The City Council, in forming the District and in annexing territories to the District, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the established improvements by FCS.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the parcels within the developments should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit-by-unit basis, which will preserve the integrity of each project.

The determination of benefit for the lots within the District and Annexations takes into consideration the following facts for the Original Districts and Annexations thereto:

Original District - Tracts 13282, 13434 and 13496

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefits to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on the Wabash Avenue and San Bernardino Avenue, boundaries of Tracts 13282 and 13434 respectively, is oriented away from the units adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit.

5. The landscaping in the common area along the Alessandro Road frontage of Tract 13496 is oriented towards all units. Two of the lots abut the landscaped areas and were given a 20 percent surcharge to recognize proximity and support benefit.

6. The lots to receive a surcharge shall be considered to be within Assessment Zone "A".

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on the Wabash Avenue frontage of Tract 13282, the San Bernardino Avenue frontage of 13434 and the Alessandro Road frontage of Tract 13496

P = Number of lots with a 10 percent or 20 percent surcharge

LA + P [(1.10) or (1.20)] A = Amount to be assessed

The FY 22/23 assessment will be spread based upon the preceding formula.

Original 1-A
Tract 13282

The total lot count in Tract 13282 is 38 lots, with 8 of those lots being adjacent to Wabash Avenue.

FY 2023/24 Assessment

(20A) + 8 (1.10A) = $2,409
A = $62.09

APN 0168-681-01 thru 16, 25 thru 38

The amount of assessment for lots that are not adjacent to the landscaping areas on Wabash Avenue = $62.09

APN 0168-681-17 thru 24

The amount of assessment for lots adjacent to Wabash Avenue with a 10 percent surcharge = $68.30

Original 1-B
Tract 13434

The total lot count in Tract 13434 is 78 lots, with 4 of these lots being adjacent to San Bernardino Avenue.

FY 22/23 Assessment

(74A) + 4 (1.10A) = $2,826
A = $36.05

APN 0167-802-2 thru 7
APN 0167-803-2 thru 8
APN 0167-804-1 thru 19
APN 0167-823-1 thru 10
APN 0167-284-1 thru 32

The amount of assessment for lots that are not adjacent to the landscaping areas on San Bernardino Avenue = $36.05

APN 0167-802-01, 08
APN 0167-803-01, 09

The amount of assessments for lots adjacent to San Bernardino Avenue with a 10 percent surcharge = $39.65

Original 1-C
Tract 13496

The total lot count in Tract 13496 is 9 lots, with 2 of these lots being adjacent to Alessandro Road.

FY 2023/24 Assessment

(7A) + 2 (1.2A) = $12,320
A = $1,310.64

APN 0175-491-02 thru 08

The amount of assessment for lots that are not adjacent to the landscaping areas on Alessandro Road = $1,310.64

APN 0175-491-01, 09

The amount of assessment for lots adjacent to Alessandro Road with a 20 percent surcharge = $1,572.77

Annexation No. L1-A – Tract 13745

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on San Bernardino Avenue is oriented away from the lots adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit. These lots within Assessment Zone "A" are shown on the Assessment Diagram.

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on San Bernardino Avenue

P = Number of lots with a 10 percent within Assessment Zone "A"

LA + P (1.10) A = Amount to be assessed

The FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 38 lots, with 9 of these lots being adjacent to San Bernardino Avenue.

FY 22/23 Assessment

(29A) + 9 (1.10A) = $3,601
A = $92.57

APN 1212-141-01 thru 15, 25 thru 38

The amount of assessment for lots that are not adjacent to the landscaping areas on San Bernardino Avenue = $92.57

APN 1212-141-16 thru 24

The amount of assessments for lots within Assessment Zone "A" adjacent to the San Bernardino Avenue landscaping areas with a 10 percent surcharge = $101.83

Annexation No. L1-B – Tract 13765

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on San Bernardino Avenue is oriented away from the lots adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit. These lots within Assessment Zone "A" as shown on the Assessment Diagram.

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on San Bernardino Avenue

P = Number of lots with a 10 percent within Assessment Zone "A"

LA + P (1.10) A = Amount to be assessed

The FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 25 lots, with 2 of these lots being adjacent to San Bernardino Avenue.

FY 22/23 Assessment

(23A) + 2 (1.10A) = $2,554
A = $101.35

APN 1212-081-54 thru -62

The amount of assessment for lots that are not adjacent to the landscaping areas on San Bernardino Avenue = $101.35

APN 1212-141-39 and -54

The amount of assessments for lots within Assessment Zone "A" adjacent to the San Bernardino Avenue landscaping areas with a 10 percent surcharge = $111.48

Annexation No. L2-A – Tract 13947

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on Reservoir Road is oriented away from the lots adjacent to the landscaped areas; however, these properties were given a 20 percent surcharge to recognize proximity and support benefit. These lots are within Assessment Zone "A" as shown on the Assessment Diagram

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on Reservoir Road

P = Number of lots with a 20 percent within Assessment Zone "A"

LA + P (1.20) A = Amount to be assessed

FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 35 lots, with 4 of these lots being adjacent to Reservoir Road.

FY 22/23 Assessment

(31A) + 4 (1.20A) = $1,595
A = $44.55

APN 0174-621-1 thru 7, 9 thru 25, 28 thru 34

The amount of assessment for lots that are not adjacent to the landscaping areas on Reservoir Road = $44.55

APN 0174-621-08, 26, 27, 35

The amount of assessments for lots within Assessment Zone "A" adjacent to the Reservoir Road landscaping areas with a 20 percent surcharge = $53.46.

Annexation No. L3-A – Parcel Map 11917

Formula for Assessment

T = Total length of perimeter landscaping = 3,099 feet

L = Individual lot length of perimeter landscaping

A = Amount to be assessed = $600

The FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 4 lots.

FY 22/23 Assessment

Assessment per lot:

APN 0292-032-39	= 1010 ft/3099 ft	x $600 =	$195.55
APN 0292-032-40	= 206 ft/3099 ft	x $600 =	$39.88
APN 0292-032-41	= 324 ft/3099 ft	x $600 =	$62.73
APN 0292-032-42	= 1559 ft/3099 ft	x $600 =	$301.84

Annexation No. L5-C – Tract 14556

1. The purpose of landscaping is to provide an aesthetic impression on the area.

2. The maintained landscaping benefits all properties in the development.

3. The benefit to the lots that are not adjacent to the landscaped areas benefit by the uniform maintenance and appearance. All lots that are not abutting the landscaped areas benefit equally.

4. The landscaping on the median at the intersection of Franklin Avenue and Garden Street is oriented away from lots adjacent to the landscaped areas; however, these properties were given a 10 percent surcharge to recognize proximity and support benefit. These lots within Assessment Zone "A" as shown on the Assessment Diagram.

Formula for Assessment

A = Assessment per interior lot

L = Number of lots that are not adjacent to landscaping areas on Franklin Avenue and Garden Street

P = Number of lots with a 10 percent within Assessment Zone "A"

LA + P (1.10) A = Amount to be assessed

The FY 22/23 Assessment will be spread based upon the preceding formula. The total lot count in the tract is 10 lots, with 4 of these lots being in close proximity to the landscaped median at the intersection of Franklin Avenue and Garden Street.

FY 22/23 Assessment

(6A) + 4 (1.10A) = $815
A = $78.37

APN 0176-441-18, 23 thru 27

The amount of assessment for lots that are not adjacent to the landscaping areas = $78.37

APN 0174-441-19 thru 22

The amount of assessments for lots within Assessment Zone "A" adjacent to the landscaping areas with a 10 percent surcharge = $86.20

Annexation No. L4, L5 (except L5-C), L6, L7, L8, L9, L10, L11 and L12

No assessments are proposed to be levied on the parcels in these annexations in association with the landscape maintenance costs. However, these parcels will receive special benefit and be assessed for the per lot general City overhead charges and the prorated share of the Annual Engineer's Report to ensure that the required landscaping be maintained to the standards established by the City and anticipated when the improvements were initially required. The assessment will be $6.00 per lot in each of these annexations.

* * * * * * * * * * * *

The City Council will hold a public meeting on June 20, 2023 to determine the assessments based upon the costs for FY 2023-2024 which are anticipated to be incurred by the City and which are to be recovered through assessments as required by the Landscaping and Lighting District Act of 1972.

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CITY OF REDLANDS
STREET LIGHTING DISTRICT NO. 1
ENGINEER'S REPORT
FOR FISCAL YEAR 2023-2024

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT

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ENGINEER'S REPORT AFFIDAVIT

Street Lighting District No. 1

City of Redlands
San Bernardino County, State of California

This Report describes the Street Lighting District No. 1 ("District") and services therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2023-2024 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the San Bernardino County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 6th day of June, 2023



By: Donald P. Young

Donald Young
One Stop Permit Center Manager
R.C.E # 49918

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AUTHORITY FOR REPORT

This report is prepared by order of the City Council of the City of Redlands, California (City). This report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3 of Division 15 of the Streets and Highway Code of the State of California (Landscape and Lighting Act of 1972) and Article XIIID of the California Constitution.

I. GENERAL DESCRIPTION

The City Council of the City of Redlands, California has heretofore elected to form Street Lighting District No. 1 (District) and annexed territories to said District. The boundaries of said District and annexations thereto are entitled "Assessment Diagram of Street Lighting District No. 1," and are on file in the office of the City Clerk of the City of Redlands.

II. PLANS AND SPECIFICATIONS

All street lights are or will be owned by the City and are provided electrical services by Southern California Edison Company (SCE).

Reference is hereby made to the subject tract or parcel maps and assessment diagrams for the exact location of the parcels covered by the District. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

III. IMPROVEMENTS

The Landscaping and Lighting Act of 1972 allows the confirmation of benefit assessments for the construction of improvements in addition to maintenance and operation of existing facilities. Assessments will not be levied under the District to fund the installation of street lights during FY2023-2024. Therefore, this report does not include any proposed benefit assessments for the installation of improvements for FY2023-2024.

IV. ASSESSMENT DIAGRAM

The assessment District locations for the Original District and subsequent Annexations shown as Appendix B. The assessment diagrams by reference are hereby made a part of this report. The original diagram document used in prior Engineer's Reports was updated in 2021 for purposes of clarity.

Since there were numerous locations as part of Annexation Nos. 1, 2, 3, 4, 5, etc. they were identified on the diagram as S1-A, S1-B, S1-C or S2-A, S2-B, S2-C, etc. Prefix S is added to the identification on the later Annexations to identify that they are within the District. The same Annexation description will be used for identification with Sections IX and X of this report

V. ESTIMATED COSTS AND MAINTENANCE

Since the City owns the street lighting system, all maintenance efforts by the City should be allocated to the District as a direct cost. The Municipal Utilities and Engineering Department has taken the information used in the previous annual report and updated the values based upon the formulas for Unit of Benefit. Southern California Edison (SCE) monthly rates were calculated based upon LS-2 schedule of rates for 100W and 150W high pressure sodium vapor street lights. Because the District costs have historically exceeded the revenue generated by District assessment, it is anticipated that minimal administration and no maintenance will be provided during the 2023-2024 year. As such, the labor amount has been significantly reduced to an estimated value of $6,855 to be spread equally over the number of street lights.

Given these parameters the following is the estimated monthly costs per lamp:

POLES	SCE CHARGE	DEPARTMENT ADMINISTRATION	MONTHLY LAMP COST
419	$ 2.82	$ 1.36	$ 1,751

The following information is from the City's FY2017-2018 Budget:

Power Expenses	
City Street Lighting	S 15,000
Subtotal	**S 15,000**
Administration	
Salaries and Benefits	$ 10,893
Maintenance	$ 1,101
Subtotal	**S 11,994**
Incidental	
Other Professional Services	$ 0
Subtotal	**$ 0**
Total Costs	S 26,994
2017-2018 Levy	$ 25,465
Deficit	**$ 1,529**
Total Parcels Levied	990

The District and Annexations, which are maintained by the City, have been in existence for a number of years. Over the years, the existing assessments have not kept pace with the true annual cost of maintenance and administration.

No new areas are being proposed to be annexed to the District for FY2023-2024.

VI. ASSESSMENT ROLL

Following the public hearing for FY2023-2024 assessments and the City Council's approval of the assessments, an assessment roll will be prepared. The assessment roll will include the assessment parcel number, the San Bernardino County Assessor's parcel number and the confirmed assessment for each parcel. The assessment roll will be filed with the City Clerk and will subsequently be transmitted to the San Bernardino County Auditor/Tax Collector.

VII. PROPOSED BASIS FOR ASSESSMENTS

The City Council has heretofore determined that it will be necessary to utilize the provisions of the Landscaping and Lighting Act of 1972, a benefit assessment act, for the Original District and the subsequent Annexations to the District and to assess benefitting properties in proportion to the benefits that the various properties will receive.

The benefits the properties will receive will be assessed as increments of units of benefit (UOB). The District and the subsequent Annexations consist of various types of development having varying parcel sizes. Since the street lights either have been or will be installed in accordance with customary spacing established by the City, there will be four Assessment Zones based upon a street's curb-to-curb width.

Assessments proposed for individual parcels within the District and Annexations will be for the benefit received and will be determined based upon the four following Assessment Zones.

Zone 1: This will include all parcels having frontage on streets with curb separation of less than 40' or greater with 100watt HPSVL at 250' spacing.

Zone 2: This will include all parcels having frontage on streets with curb separations of less than 40' with 100 watt HPSVL at 600' spacing.

Zone 3: This will include all parcels having frontage on streets with curb separations of 40' or greater and less than 64' with 150 watt HPSVL at 250' spacing.

Zone 4: This will include all parcels having frontage on streets with curb separations of 64' or more with 150 watt HPSVL at 230' spacing.

Each of these four Assessment Zones will have assessments levied in UOB which is defined as increments of 100' frontage on public streets, right-of-way or easements. The frontage length and the corresponding UOB are as follows:

FRONTAGE LENGTH	UOB
Less than 199'	1
200' – 299'	2
300' – 399'	3
And so forth	

The UOB assessments for the four Zones are calculated as follows:

Zone 1: Includes 100 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $8.49. Since the spacing will be 240' ± 15', a spacing of 250' will be used in the calculation.

$$\frac{\$8.49 \times 12}{500} \times \frac{100'}{\text{UOB}} = \$20.38 \text{ per UOB}$$

Zone 2: Includes 100 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $8.49. Since the spacing will be 600', a spacing of 600' will be used in the calculation.

$$\frac{\$8.49 \times 12}{1200} \times \frac{100'}{\text{UOB}} = \$8.49 \text{ per UOB}$$

Zone 3: Includes 150 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $11.51. Since the spacing will be 265' ± 15', a spacing of 250' will be used in the calculation.

$$\frac{\$11.51 \times 12}{500} \times \frac{100'}{\text{UOB}} = \$27.63 \text{ per UOB}$$

Zone 4: Includes 150 watt high pressure, sodium vapor luminaries with a monthly billing rate from SCE, a minimal amount of labor (excluding City General Government Overhead and Facilities and Community Services Department maintenance) for a lamp cost of $11.51. Since the spacing will be 215' ± 15', a spacing of 230' will be used in the calculation.

$$\frac{\$11.51 \times 12}{460} \times \frac{100'}{\text{UOB}} = \$30.03 \text{ per UOB}$$

The incidental expenses are most equitably spread on a UOB basis, which is the same method for spreading the benefit from the direct lighting costs.

VIII. CALCULATION OF UOB AND INCIDENTAL COSTS FOR FY2023-2024

For a breakdown of the UOB Incidental Costs see Appendix A – Calculation of UOB and Incidental Cost Table

IX. ESTIMATED ASSESSMENTS FOR FY2023-2024

The following calculations presume the on-site development has been completed and include the estimated energy, administration and engineering costs:

Original District (Zone 3) – Parcel Map 11917 APN 0292-032-39, 40, 41, 42

The four parcels will receive one UOB per 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of operation and maintenance to be assessed
N = Number of UOB in Parcel Map 11917

NA = C
A = $621.55/31
A = $20.05 per UOB

Assessment for each parcel:

Parcel 2	-	10 UOB	=	$200.50
Parcel 3	-	2 UOB	=	$40.10
Parcel 4	-	3 UOB	=	$60.15
Parcel 5	-	16 UOB	=	$320.80

Annexation S1-A – Parcel Map 12450, APN 0167-201-62 thru -65

These parcels are not assessed.

Annexation S1-B (Zone 4) – Parcel Map 11755 APN 0293-172-16, 17, 18

The seven parcels in Annexation S1-B having street frontage will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-B with street frontage

NA = C
A = $273.39/13
A = $21.03 per UOB

Assessment for each parcel:

Parcel 1	-	1 UOB	=	$21.03
Parcel 3	-	1 UOB	=	$21.03
Parcel 5	-	1 UOB	=	$21.03
Parcel 6	-	2 UOB	=	$42.06
Parcel 7	-	2 UOB	=	$42.06
Parcel 8	-	4 UOB	=	$84.12
Parcel 9	-	2 UOB	=	$42.06

The original parcels have been reconfigured into three Assessor's Parcels.

Annexation S1-C (Zone 4) – CUP 617 APN 0292-033-11

The one parcel in Annexation S1-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-C

NA = C
A = $231.33/1
A = $231.33 per Parcel

Annexation S1-D (Zone 3) – MS 184, Parcel Map 12300, APN 0167-231-19, 20, 21

The three parcels in Annexation S1-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-D

NA = C
A = $60.15/3
A = $20.05 per Parcel

Annexation S1-E (Zone 3) – CUP 382 APN 0171-383-19, 20

The two parcels in Annexation S1-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-E

NA = C
A = $40.10/2
A = $20.05 per Parcel

Annexation S1-F (Zone 1) – CRA 606 APN 0169-131-33

The one parcel in Annexation S1-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-F

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S1-G (Zone 4) – CRA 486 APN 0292-321-10

The one parcel in Annexation S1-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-G

NA = C
A = $105.15/1
A = $105.15 per Parcel

Annexation S1-G (Zone 4) – CRA 486 APN 0292-321-10

The one parcel in Annexation S1-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-G

NA = C
A = $105.15/1
A = $105.15 per Parcel

Annexation S1-H (Zone 4) – CUP 253 APN 0169-411-07

The one parcel in Annexation S1-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-H

NA = C
A = $105.15/1
A = $105.15 per Parcel

Annexation S1-I (Zone 3) – CRA 608 APN 0169-142-11

The one parcel in Annexation S1-I will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-I

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-J (Zone 3) – CUP 519 APN 0171-331-04

The one parcel in Annexation S1-J will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-J

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-K (Zone 4) – CUP 516 APN 0292-166-11

The one parcel in Annexation S1-K will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-K

NA = C
A = $273.39/1
A = $273.39 per Parcel

Annexation S1-L (Zone 3) – CUP 518 APN 0169-053-12

The one parcel in Annexation S1-L will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-M (Zone 3) – CUP 522 APN 0172-031-49

The one parcel in Annexation S1-M will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-M

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-N (Zone 1) – Tract 13947 APN 0174-621-01 thru -35

The thirty-five parcels in Annexation S1-N will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-N

NA = C
A = $680.75/35
A = $19.45 per Parcel

Annexation S1-O (Zone 3) – CUP 521 APN 0292-034-16

The one parcel in Annexation S1-O will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-P (Zone 1) – CUP 605 APN 0169-182-02, 03, 04

The three parcels in Annexation S1-P will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $38.90/3
A = $12.97 per Parcel

Annexation S1-Q – City Hall, APN 0171-301-03

The one parcel in Annexation S1-Q is not assessed.

Annexation S1-R – Parcel Map 11904, APN 0176-044-14, 15

The two parcels in Annexation S1-R are not assessed.

Annexation S1-S (Zone 3) – CUP 278 APN 0171-171-18, 22, 23

The three parcels in Annexation S1-S will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $80.20/3
A = $26.73 per Parcel

Annexation S7-A was originally APN 0171-161-13 and was then changed to APN 0171-161-14 and -15. Annexation S1-S was originally APN 0171-171-18, -22, and -23. Assessments for Annexation S7-A and S1-S were combined and then adjusted proportionately. New APNs for both annexations are 0171-161-17 and 0171-171-34. Assessment spread proportionately.

Annexation S1-T (Zone 3) – CUP 405 APN 0169-343-07

The one parcel in Annexation S1-T will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-T

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S1-U (Zone 4) – CRA 354, Parcel Map 3131 APN 0292-182-30, 31

The two parcels in Annexation S1-U will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-L

NA = C
A = $42.06/2
A = $21.03 per Parcel

Annexation S1-V (Zone 1) – CRA 346 APN 0292-061-25

The one parcel in Annexation S1-V will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-V

NA = C
A = $19.45/1
A = $19.45 per Parcel

This property is owned by the County of San Bernardino and is not assessed.

Annexation S1-W (Zone 3) – CRA 607 APN 0292-156-21

The one parcel in Annexation S1-L will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-W

NA = C
A = $120.30/1
A = $120.30 per Parcel

Annexation S1-X (Zone 1) – Tract 12461 APN 1212-191-60 thru -79

The twenty parcels in Annexation S1-X will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of parcels in Annexation S1-X

NA = C
A = $389.00/20
A = $19.45 per Parcel

Annexation S1-Y (Zone 3) – Parcel Map 12022 APN 0169-212-17 thru -27

The eleven parcels in Annexation S1-Y having street frontage will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S1-Y

NA = C
A = $380.95/19
A = $20.05 per UOB

Assessment for each parcel:

Parcel 1	-	3 UOB	=	$60.15
Parcel 2	-	1 UOB	=	$20.05
Parcel 3	-	1 UOB	=	$20.05
Parcel 4	-	2 UOB	=	$40.10
Parcel 5	-	4 UOB	=	$80.20
Parcel 6	-	3 UOB	=	$60.15
Parcel 7	-	1 UOB	=	$20.05
Parcel 8	-	1 UOB	=	$20.05
Parcel 9	-	1 UOB	=	$20.05
Parcel 10	-	1 UOB	=	$20.05
Parcel 11	-	1 UOB	=	$20.05

Annexation S2-A (Zone 3) – Parcel Map 12330 APN 0292-153-24, 25, 26, 27

The four parcels in Annexation S2-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-A

NA = C
A = $240.60/12
A = $20.05 per UOB

Assessment for each parcel:

Parcel 1	-	4 UOB	=	$80.20
Parcel 3	-	4 UOB	=	$80.20
Parcel 5	-	2 UOB	=	$40.10
Parcel 4	-	2 UOB	=	$40.10

Annexation S2-B (Zone 3) – Parcel Map 12940 APN 0292-441-11 thru 15

The five parcels in Annexation S2-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-B

NA = C
A = $60.15/5
A = $12.03 per Parcel

Annexation S2-C (Zone 3) – MS 184, Parcel Map 12300, APN 0167-231-19, 20, 21

This annexation is a duplication of Annexation S1-D and has been removed.

Annexation S2-D (Zone 1) – Tract 14556 APN 0176-441-18 thru 27

The ten parcels in Annexation S2-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-D

NA = C
A = $330.65/10
A = $33.07 per Parcel

Annexation S2-E – CRA 611 APN 0174-241-31

This annexation is not assessed.

Annexation S2-F (Zone 3) – MS 196 APN 0292-331-15, 16

The two parcels in Annexation S2-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-F

NA = C
A = $160.40/2
A = $80.20 per Parcel

Annexation S2-G Parcel Map 11189 APN 0294-091-48, 48

The two parcels in Annexation S2-G are not assessed.

Annexation S2-H (Zone 4) – CRA 615 APN 0292-157-31

The one parcel in Annexation S2-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S2-H

NA = C
A = $21.03/1
A = $21.03 per Parcel

Annexation S3-A (Zone 3) – CRA 517 APN 0169-321-01, 02

The two parcels in Annexation S3-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-A

NA = C
A = $80.20/2
A = $40.10 per Parcel

Annexation S3-B (Zone 1) – CRA 628 APN 0292-310-07

The one parcel in Annexation S3-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-B

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S3-C (Zone 3) – CRA 624 APN 0169-281-39

The one parcel in Annexation S3-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-C

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S3-D (Zone 3) – CRA 305 APN 0167-271-61

The one parcels in Annexation S3-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-D

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S3-E (Zone 1) – Tract 13575 APN 1212-201-01 thru -27

The twenty-seven parcels in Annexation S3-E will receive an equal benefit assessment:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-E

NA = C
A = $700.20/27
A = $25.93 per Parcel

Annexation S3-F (Zone 3 & 4) – CUP 550 APN 0292-165-15

The one parcel in Annexation S3-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-F

NA = C
A = $222.51/1
A = $222.51 per Parcel

Annexation S3-G (Zone 1) – CRA 623 APN 0292-381-08

The one parcel in Annexation S3-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-G

NA = C
A = $19.45/1
A = $19.45 per UOB

Annexation S3-H (Zone 4) – CUP 542 APN 0292-064-13, 17, 21 thru 27

The nine parcels in Annexation S3-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-A

NA = C
A = $567.81/27
A = $21.03 per UOB

Assessment for each parcel:

Parcel 1	-	4 UOB	=	$84.12
Parcel 2	-	2 UOB	=	$42.06
Parcel 3	-	2 UOB	=	$42.06
Parcel 4	-	7 UOB	=	$147.21
Parcel 5	-	4 UOB	=	$84.12
Parcel 6	-	2 UOB	=	$42.06
Parcel 7	-	1 UOB	=	$21.03
Parcel 8	-	1 UOB	=	$21.03
Parcel 9	-	4 UOB	=	$84.12

Annexation S3-I – there is no Annexation S3-I

Annexation S3-J (Zone 3) – MS 201 APN 0171-341-33

The one parcel in Annexation S3-J will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S3-J

NA = C
A = $80.20/1
A = $80.20 per Parcel

Annexation S4-A (Zone 4) – MS 213, Parcel Map 13978 APN 0172-301-14, 15, 16, 17

The four parcels in Annexation S4-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-A

NA = C
A = $63.09/3
A = $21.03 per UOB

Assessment for each parcel:

Parcel 1	-	2 UOB	=	$25.24
Parcel 2	-	1 UOB	=	$12.62
Parcel 3	-	1 UOB	=	$12.62
Parcel 4	-	1 UOB	=	$12.62

Annexation S4-B (Zone 3) – MS 211 APN 0292-201-36, 39

The two parcels in Annexation S4-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-B

NA = C
A = $100.25/5
A = $20.05 per UOB

Assessment for each parcel:

Parcel 1	-	2 UOB	=	$40.10
Parcel 2	-	3 UOB	=	$60.15

Parcel 2 lot line was adjusted with the property to the north. The assessment was spread proportionately - $47.57 to APN 0292-201-39 and $12.58 to APN 0292-201-40.

Annexation S4-C (Zone 4) – CUP 559 APN 0171-202-30

The one parcel in Annexation S4-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-C

NA = C
A = $40.10/1
A = $40.10 per Parcel

Annexation S4-D (Zone 1) – CRA 636 APN 0169-043-14

The one parcel in Annexation S4-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-D

NA = C
A = $58.35/1
A = $58.35 per Parcel

Annexation S4-E (Zone 4) – CUP 546 APN 0292-192-11

The one parcel in Annexation S4-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-E

NA = C
A = $231.33
A = $231.33 per UOB

Annexation S4-F (Zone 1) – CUP 641 APN 0292-310-36

The two parcels in Annexation S4-F will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-G

NA = C
A = $38.90/2
A = $19.45 per UOB

The two parcels were subsequently combined into a single parcel and the full assessment is on the one parcel.

Annexation S4-G (Zone 4) – CRA 640 APN 0169-301-08, 10, 11

The three parcels in Annexation S4-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessment are as follows:

A = Assessment per UOB
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB in Annexation S4-C

NA = C
A = $21.03/3
A = $7.01 per Parcel

Annexation S4-H (Zone 4) - CUP 562 APN 0292-064-17

The one parcel in Annexation S4-H will receive four UOB assessments for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S4-H

NA = C
A = $84.12/1
A = $84.12 per Parcel

Note that Annexation S4-H is already assessed in Annexation S3-H. Therefore, the assessment in Annexation S4-H is $0

Annexation S4-I (Zone 1) - CUP 548 APN 0169-313-16

The one parcel in Annexation S4-I will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S4-1

NA = C
A = $77.80 /1
A = $77.80 per Parcel

Annexation S5-A – CRA 637 APN 0169-281-23

This property became a City owned parcel and was removed from the assessment roll.

Annexation S5-B (Zone 1) - Tract 10179 APN 0167-851-39 thru 56, 0167-861-37 thru 54

The thirty-six parcels in Annexation S5-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S5-B

NA = C
A = $505.70/36
A = $14.05 per Parcel

Annexation S5-C (Zone 1) - CUP 574 APN 0171-202-33

The one parcel in Annexation S5-C will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S5-C

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S5-D (Zone 3) - CRA 642 APN 0292-154-12

The one parcel in Annexation S5-D will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation 85·0

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S5-E (Zone 1) - MS 216-B Parcel Map 14090 APN 0174-021-41, 42

The two parcels in Annexation S5-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S5-E

NA = C
A = $38.90/2
A = $19.45 per Parcel

Annexation S6-A (Zone 4) - CRA 648 APN 0292-157-16

The one parcel in Annexation S6-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S6-A

NA = C
A = $189.27/1
A = $189.27 per Parcel

Annexation S6-B (Zone 1) - CUP 581 APN 0171-203-13

The one parcel in Annexation S6-B will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S6-B

NA = C
A = $38.90/1
A = $38.90 per Parcel

Annexation S7-A (Zone 3): MS 228 APN 0171-161-17

The two parcels in Annexation S7-A will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-A

NA = C
A = $200.50/2
A = $100.25 per Parcel

Annexation S7-A was originally APN 0171-161-13 and was then changed to APN 0171-161-14 and -15. Annexation S1-S was originally APN 0171-171-18, -22, and -23. Assessments for Annexation S7-A and S1-S were combined and then adjusted proportionately. New APNs for both annexations are 0171-161-17 and 0171-171-34. Assessment spread proportionately.

Annexation S7-B (Zone 3): CRA 639 APN 0292-152-39

The one parcel in Annexation S7-B will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-B

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S7-C (Zone 4) - CUP 602 APN 0292-063-48

The one parcel in Annexation S7-C will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-C

NA = C
A = $42.06/1
A = $42.06 per Parcel

Annexation S7-D (Zone 1) - CUP 590 APN 0171-332-30

The one parcel in Annexation S7-D will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-D

NA = C
A = $38.90/1
A = $38.90 per Parcel

Annexation S7-E (Zones 1 & 3) - CUP 607 APN 0167-101-13

The one parcel in Annexation S7-E will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-E

NA = C
A = $198.10/1
A = $198.10 per Parcel

Annexation S7-F (Zone 1) - CUP 577 APN 1212-041-01

The one parcel in Annexation S7-F will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-F

NA = C
A = $77.80/1
A = $77.80 per Parcel

Annexation S7-G (Zone 1) - CUP 541 APN 0174-261-15

The one parcel in Annexation S7-G will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-G

NA = C
A = $155.60/1
A = $155.60 per Parcel

Annexation S7-H (Zone 2) - Tract 14790-1 APN 0176-521-01 thru -13, -18 thru -23, -27 thru -32, APN 0176-531-01, 02, 03, 07, 08, 09, 12, 13, 18, 20, 21, 22, 24, 25, 26

The forty parcels in Annexation S7-H will receive an equal benefit assessment.

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S7-H

NA = C
A = $1,660.00/40
A = $41.50 per Parcel

Annexation S8-A (Zone 3) - CUP 584 APN 0172-121-03

The one parcel in Annexation S8-A will receive the entire benefit assessment. The calculations for the assessment are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S8-A

NA = C
A = $20.05/1
A = $20.05 per Parcel

Annexation S8-B (Zone 3) - CRA 666 APN 0292-158-17

The one parcel in Annexation S8-B will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S8-B

NA = C
A = $40.10/1
A = $40.10 per Parcel

Annexation S8-C (Zone 3) - CRA 616

The portion of this property that was Annexation S8-C is no longer assessed.

Annexation S9-A (Zones 1 & 4) - Tract 15589 APN 0293-421-01 thru -45

The forty-five parcels in Annexation S9-A will receive an equal benefit assessment.

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-A

NA = C
A = $202.40/45
A = $4.50 per Parcel

Annexation S9-B (Zone 1) - MS 221, Parcel Map 14285 APN 0174-281-33, 34, 35, 37

The four parcels in Annexation S9-B will receive an equal benefit assessment. The calculation for the assessment follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-B

NA = C
A = $58.35/4
A = $14.59 per Parcel

Annexation S9-C – there is no Annexation S9-C

Annexation S9-D (Zone 3) - CUP 617 APN 0292-033-13

The one parcel in Annexation S9-D will receive the entire benefit assessment. The calculation for the assessment follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-D

NA= C
A = $80.20/1
A = $80.20 per Parcel

Annexation S9-E (Zone 1) - CRA 670 APN 0292-157-20

The one parcel in Annexation S9-E will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-E

NA = C
A= $19.45/1
A = $19.45 per Parcel

Annexation S9-F (Zone 3) - CUP 629

The one parcel in Annexation S9-F will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S9-F

NA = C
A = $100.25/1
A = $100.25 per Parcel

Annexation S10-A (Zones 1 & 3) - Tract 15040 APN 0174-631-01 thru -09, -11 thru -35, -37 thru -58, -63, -64

The fifty-eight parcels in Annexation S10-A will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N =Number of Parcels in Annexation S10-A

NA = C
A = $1,461.15/58
A = $25.19 per Parcel

Annexation S10-B (Zones 1 & 4) - Tract 15832 APN 0172-301-18 thru 22, 26

The six parcels in Annexation S10-B will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-B

NA = C
A = $140.89/6
A = $23.48 per Parcel

Annexation S10-C (Zones 1, 3 & 4) - TR 15937 APN 0168-731-01 thru -25, APN 0168-741-01 thru -78, APN 0168-751-01 thru -56

The one hundred fifty-nine parcels in Annexation S10-C will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-C

NA = C
A = $2,722.64 /159
A = $17.12 per Parcel

Annexation S10-D (Zone 1) - Tract 16015 APN 1212-021-01 thru -62
The sixty-two parcels in Annexation S10-D will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-D

NA = C
A = $1,050.30/62
A = $16.94 per Parcel

Annexation S10-E (Zones 1 & 3) - Tract 16029 APN 0167-081-13 thru -45

The thirty-three parcels in Annexation S10-E will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $453.95/33
A = $13.76 per Parcel

Annexation S10-F (Zones 1 & 4) - Tract 16032 APN 0170-481-20 thru -34

The fifteen parcels in Annexation S10-F will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-F

NA = C
A = $259.17 /15
A = $17.28 per Parcel

Annexation S10-G (Zone 1) - Tract 16082 APN 0172-091-24 thru 36

The thirteen parcels in Annexation S1O-G will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-G

NA = C
A= $350.10/13
A = $26.93 per Parcel

Annexation S10-H (Zones 1 & 4) - Tract 16101 APN 0168-771-01 thru -50, APN 0168-781-01 thru -34, APN 0168-791-01 thru -28, APN 0168-801-01 thru -38

The one hundred fifty parcels in Annexation S10-H will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-H

NA = C
A = $2,289.87/150
A = $15.27 per Parcel

Annexation S10-I (Zones 1 & 4) - MS 253 (PM 15530) and MS 255 (PM 15617)
APN 0292-153-28, -30 thru -43

The fifteen parcels in Annexation S10-I will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment/Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-I

NA=C
A = $435.80/22
A = $19.81 per UOB

Assessment for each Parcel in PM 15530 (except Parcel 2):
APN 0292-153-28, 30 thru 41

Parcel 1	-	3 UOB	=	$59.43
Parcel 3	-	1 UOB	=	$19.81
Parcel 4	-	3 UOB	=	$59.43
Parcel 5	-	1 UOB	=	$19.81
Parcel 6	-	1 UOB	=	$19.81
Parcel 7	-	1 UOB	=	$19.81
Parcel 8	-	1 UOB	=	$19.81
Parcel 9	-	1 UOB	=	$19.81
Parcel 10	-	1 UOB	=	$19.81
Parcel 11	-	1 UOB	=	$19.81
Parcel 12	-	4 UOB	=	$79.24
Parcel 13	-	1 UOB	=	$19.81
Parcel 14	-	1 UOB	=	$19.81

Assessment for each Parcel in PM 15530:
APN 0292-153-42, 43

Parcel 1	-	1 UOB	=	$19.81
Parcel 3	-	1 UOB	=	$19.81

Annexation S10-J (Zone 4) - MS 252 (PM 15492) APN 0169-011-32 thru -35, -38, -39

The original five parcels in Annexation S10-J will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels in Annexation S10-J

NA = C
A = $147.21/5
A = $29.44 per Parcel for APN -32 thru -35

APN 0169-011-36 was split into APN 0169-011-38 and -39.
Therefore, A = $14.72 per Parcel for APN -38 and -39

Annexation S10-K (Zones 1 & 4) - CRA 720, PM 17658, APN 0292-154-22 thru -25

The four parcels in Annexation S7-K will receive one UOB assessment for 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment
C = Cost of SCE UOB and Incidental Expenses
N = Number of UOB

NA = C
A = $139.31/7
A = $19.45 per UOB (Zone 1)
A = $21.03 per UOB (Zone 4)

Assessment for each parcel:

Parcel 1	-	Zone 1 - 2 UOB / Zone 4 - 2 UOB	= $80.96
Parcel 2	-	Zone 1 - 1 UOB	= $19.45
Parcel 3	-	Zone 1 - 1 UOB	= $19.45
Parcel 4	-	Zone 1 - 1 UOB	= $19.45

Annexation S10-L – there is no Annexation S10-L

Annexation S10-M (Zone 1) - CRA 679 - APN 0292-310-42

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and incidental Expenses
N = Number of Parcels

NA = C
A = $19.45/1
A = $19.45 per Parcel

Annexation S10-N (Zone 3) - CUP 35R2 - APN 0173-251-21

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A =Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $60.15/1
A = $60.15 per Parcel

Annexation S10-O (Zone 3) - CUP 355 Rev. 8 - APN 0172-121-10, 11, 14

The three parcels will receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $80.20/3
A = $26.73 per Parcel

Annexation S10-P (Zone 3) - CUP 543 - APN 0171-431-05

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $120.30/1
A = $120.30 per Parcel

Annexation S10-Q (Zones 1 & 2) - MS 234 (PM 14891) - APN 0169·272-29, APN 0169-281-45, 46

The three parcels will receive one UOB per 100 feet of parcel frontage in accordance with this report. The calculations for the assessments are as follows:

A = Assessment per UOB
C = Cost of operation and maintenance to be assessed
N = Number of UOB

NA = C
A = $196.38/12
A = $16.37 per UOB

Assessment for Each Parcel

Parcel 29	-	4 UOB	=	$65.48
Parcel 45	-	6 UOB	=	$98.22
Parcel 46	-	2 UOB	=	$32.74

Annexation S10-R (Zone 3) - MS 251 (PM 15414) APN 0176-014-16, 17

The two parcels will receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $60.15/2
A = $30.08 per Parcel

Annexation S10-S (Zones 1 & 3) - Tract 14790-2 APN 0294-181-02 thru -15, APN 0294-191-01 thru -04, -06 thru -12, -16 thru -20, APN 0294-201-09, -11, -13, -15, -19, -21, -27, -28, APN 0294-211-02 thru -04, -06 thru -10, -12, -13

The forty-eight parcels in Annexation S10-S will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $2,378.05/48
A = $49.54 per Parcel

Annexation S10-T (Zones 1 & 3) - Tract 14790-3 APN 0294-222-01 thru -12, APN 0294-232-01 thru -07, APN 0294-242-01 thru -06, APN 0294-252-01 thru -13, APN 0294-262-01 thru -13

The fifty-one parcels in Annexation S10-T will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $1,842.70/51
A = $36.13 per Parcel

Annexation S10-U (Zones 1, 3 & 4) - Tract 15532 APN 0168-271-13 thru -48

The thirty-six parcels in Annexation S10-U will each receive an equal benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $515.40/36
A = $14.32 per Parcel

Annexation S10-V (Zone 1) - CUP 652 - APN 0171-011-67

The one parcel will receive entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of SCE UOB and Incidental Expenses
N = Number of Parcels

NA = C
A = $19.45/1
A = $19.45 per Parcel

APN 0171-011-54 was the original Annexation 10-V. That parcel was merged with the parcel immediately to the east (APN 0171-011-45). The new parcel was assigned APN 0171-011-67.

Annexation S10-W (Zone 1) - MS 240 (PM 14912) - APN 0292-201-22

The one parcel will receive the entire benefit assessment. The calculations for the assessments are as follows:

A = Assessment per Parcel
C = Cost of Incidental Expenses
N = Number of Parcels

NA = C
A = $19.45/1
A = $19.45 per Parcel

This parcel has been subdivided and is not assessed.

* * * * * * * * * * * *

The City Council will hold a public meeting on June 20, 2023 to determine the assessments based upon the costs for FY2023-2024 which are anticipated to be incurred by the City and which are to be recovered through assessments as required by the Landscaping and Lighting District Act of 1972.

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City Council/Successor Agency Meeting **L. 3.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Second Amendment to the Non-Professional Services Agreement with General Pump Company, Inc. for the Well and Booster Pump Rehabilitation Project extending the Agreement term by eighteen (18) months and increasing the total contract value to $2,577,445.28, and determination that this action is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council determine approval of the Second Amendment to the Non-Professional Services Agreement with General Pump Company, Inc. is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and,

I move to approve the Second Amendment to the Non-Professional Services Agreement with General Pump Company, Inc.

RECOMMENDATION:

Staff recommends City Council determine that approval of the Second Amendment to the Well and Booster Pump Rehabilitation Project is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act and approve the Second Amendment to this Agreement.

DISCUSSION:

In 2017, the California State Water Resources Control Board, Division of Drinking Water (DDW) performed a Sanitary Survey Inspection (SSI) of the City's public water system. The SSI included an assessment of the City's capability to supply safe drinking water. A major finding noted during the SSI was that twenty (20) of the City's potable water wells and two (2) booster pump stations were not receiving routine maintenance every five to seven (5-7) years, which is industry best practice. The City was required to develop a schedule for more frequent maintenance of these facilities. Soon after, staff developed a multi-year Well and Booster Pump Rehabilitation Project (Project) to rehabilitate these facilities within three (3) years.

On June 15, 2021, City Council approved a Non-Professional Services Agreement (Agreement) with General Pump Company, Inc. (GPC) to complete the Project. The initial term of the Agreement is one (1) year, and the approved cost for tasks identified for completion during this term is $1,034,181.10. The Agreement is extendable for two (2) additional one (1) year terms for a total potential contract value of $2,577,445.28. On June 7, 2022, City Council approved the First Amendment to the Agreement to extend the term by a year and increase the contract value to $1,989,349.34. The Second Amendment extends the Agreement term by another eighteen (18) months and increases the total contract value to $2,577,445.28. If City Council approves this Second Amendment, a new Purchase Order for $1,085,351.68 will be issued to GPC for completion of the project.

Approval of the Second Amendment to the GPC Agreement is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act, which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use.

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:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Paul Mariscal, Water Production Superintendent

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Fiscal Year:	FY 23/24
Appropriation Required Y/N:	Y
Budgeted Y/N:	Y
Account No.:	5019108402 & 5319108402

Discussion:

There is no fiscal impact associated with this action. The approved FY 23/24 budget includes funding for this project.

Attachments

General Pump Company Agreement
General Pump Company Agreement First Amendment
General Pump Company Second Extension Letter
General Pump Company Agreement Second Amendment

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of well and booster pump maintenance ("Agreement") is made and entered in this 15th day of June, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and General Pump Company, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform well and booster pump maintenance services for City (the "Services").

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

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

2.2 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.3 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.4 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.5 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.6 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.7 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.8 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, Work or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates John R. Harris, Municipal Engineering and Utilities Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 The term of this Agreement shall be for a period of one (1) year from July 1, 2021 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year term (an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term and subsequently, at least thirty (30) days before any Extended Term. The Initial Term and the Extended Term are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of one million thirty four thousand one hundred eighty one dollars and ten cents ($1,034,181.10) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services for each additional one-year term shall not exceed the amount of seven hundred eighty thousand four hundred seventy two dollars and eighteen cents ($780,472.18) for the first Extended Term; and six hundred forty one thousand two hundred twelve dollars ($641,212) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of two million four hundred fifty five thousand eight hundred sixty five dollars and twenty eight cents ($2,455,865.28). For the Initial Term and the Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the unit prices specified in Exhibit "C," titled "Rate Sheet," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531 Fax: (909) 798-7535	Thomas A. Nanchy, Sr. Project Manager/Project Engineer General Pump Company, Inc. 159 N. Arcadia St San Dimas, CA 91773 tnanchy@genpump.com Phone: (909) 599-9606 Fas: (909) 559-6238

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by

Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the

extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

GENERAL PUMP COMPNAY, INC.

By: _____
Thomas A. Nanchy, Sr. Project Manager/Project Engineer

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

TASK 1.1 Airport 1 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 342' of Oil-lube turbine pump equipment consisting of 10" x 3" x 1-15/16" with 40' of 10" suction pipe (PVC).
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been pulled. Provide detail report, recommendation for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 60" x 60" x 18". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping approx. 6" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 16" and 18"" casing x 540'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Rebuild Tube and Shaft Assembly: Rebuild 342' of 3" x 1-15/16" column, tube and shaft assembly with all new bearing, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
10. Furnish and Install New Tubing and Shaft Assembly: Furnish and install entire tube and shaft assembly consisting of 342' of 3" x 1-15/16" steel tubing and shaft.
11. Furnish and Install New Column Pipe: Furnish and install 342' of 10" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.
13. Rebuild I.R. Pump Head: Sand blast and epoxy coat pump head. Rebuild I.R. head assembly with 416SS head shaft and all necessary hardware to install pumping equipment and motor.
    All rebuild materials shall meet NSF/ANSI 61 standards
14. Rebuild Bowl Assembly: Rebuild 7 stage FW14RMC Flowise bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
    All rebuild materials shall meet NSF/ANSI 61 standards
15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 1800 GPM @ 510' TDH
    Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard
    14RJMC-7
16. Furnish and Install New Airline: Furnish and install 342' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.

17. Install Oil lube Turbine Pumping Equipment: Install 342' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
19. Pump Performance Testing: Perform pump performance testing and provide detailed report to the City. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
20. Provide as built drawing: Provide as built of pumping equipment
21. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.2 Church Street Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 359' of Oil-lube turbine pump equipment consisting of 12" x 3-1/2" x 2-3/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 48"x48"x14". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping approx. 12" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 20" casing x 997'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 50 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Rebuild Tube and Shaft Assembly: Rebuild 342' of 3-1/2" x 2-3/16" tube and shaft assembly with all new bearing, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
10. Furnish and Install New Tubing and Shaft Assembly: Furnish and install entire tube and shaft assembly consisting of 342' of 3-1/2" x 2-3/16" steel tubing and shaft.
11. Furnish and Install New Column Pipe: Furnish and install 342' of 12" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
13. Rebuild Floway Pump Head: Sand blast and epoxy coat pump head. Rebuild Floway pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
    All rebuild materials shall meet NSF/ANSI 61 standards
14. Rebuild Bowl Assembly: Rebuild 5 stage 15EMM Flowise bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.

All rebuild materials shall meet NSF/ANSI 61 standards

15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 2200 GPM @ 500' TDH Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard 14RJHC-6
16. Furnish and Install New Airline: Furnish and install 342' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
17. Install Oil lube Turbine Pumping Equipment: Install 359' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
19. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
20. Provide as built drawing: Provide as built of pumping equipment
21. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.3 East Lugonia 3 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 105' of submersible pumping equipment with 4" column pipe.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 87" x 87" x 16". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 4" discharge piping approx. 8" to meet new pump head height.
7. Wire Brush and Bail: Brush and bail well to bottom of 12" casing x 120'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 10 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Furnish and Install New Submersible Motor: Furnish and install Franklin 25HP 3450RPM 460V 3 phase submersible motor.
10. Furnish and Install Motor Cable: Furnish and install 120' 8/3 3 phase submersible motor cable.
11. Furnish and Install New Column Pipe: Furnish and Install 105' of 4" schedule 40 steel column pipe. Include all necessary couplings.

12. Rebuild Bowl Assembly: Rebuild 6 stage Grundfos Type 8P 9810 Model 3005250-6 bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
    All rebuild materials shall meet NSF/ANSI 61 standards
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 300 GPM @ 225' TDH
    Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard
    10WALC-5
14. Furnish and Install New Airline: Furnish and install 105' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install submersible Pumping Equipment: Install 105' of submersible pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.4 East Lugonia 6 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 160' of Oil-lube turbine pump equipment consisting of 10" x 2-1/5" x 1 1/2" column tube and shaft. Note: Cain link fencing at site will need to be removed for access.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 48" x 48" x 12". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping 12" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 14" casing x 253'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 25 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Rebuild Tube and Shaft Assembly: Rebuild 160' of 2-1/2" x 1-1/2" tube and shaft assembly with all new bearing, couplings and any other needed hardware.

10. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 160' of 2 1/2" x 1-1/2" steel tubing and shaft.
11. Furnish and Install New Column Pipe: Furnish and install 160' of 10" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
13. Rebuild Johnston Pump Head: Sand blast and epoxy coat pump head. Rebuild Johnston pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
    All rebuild materials shall meet NSF/ANSI 61 standards
14. Rebuild Bowl Assembly: Rebuild 6 stage Johnston 12CC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
    All rebuild materials shall meet NSF/ANSI 61 standards
15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 260 GPM @ 280' TDH
    Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard
    9WAHC-7
16. Furnish and Install New Airline: Furnish and install 160' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
17. Install Oil lube Turbine Pumping Equipment: Install 160' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
19. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
20. Provide as built drawing: Provide as built of pumping equipment
21. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.5 North Orange 1 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 350' of Oil-lube turbine pump equipment consisting of 12" x 3 x 1-15/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 20" and 16" casing x 1220'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 50 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.

7. Rebuild Tube and Shaft Assembly: Rebuild 330' of 3" x 1-15/16" tube and shaft assembly with all new bearing, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 330' of 3" x 1-15/16" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 330' of 10" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.
11. Rebuild Fabricated Pump Head: Sandblast and epoxy coat pump head. Rebuild Fabricated pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
    All rebuild materials shall meet NSF/ANSI 61 standards
12. Rebuild Bowl Assembly: Rebuild 5 stage Goulds 14RHLC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
    All rebuild materials shall meet NSF/ANSI 61 standards
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 3000 GPM @ 350' TDH
    Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard
    14RHHC-5
14. Furnish and Install New Airline: Furnish and install 330' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 350' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.6 31A Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Pull 505' of pumping equipment consisting of 12" and 14" x 3" x 1 15/16" oil-lube pump. Note: Sound proofing building will need to be removed and reinstalled.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been pulled. Provide detail report, recommendation for rehabilitation and 2 DVD copies to the City.

5. Wire Brush and Bail: Brush and bail well to bottom of 20" and 18" casing x 743'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 45 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 505' of 3" x 1-15/16" tube and shaft assembly with all new bearing, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 505' of 3" x 1-15/16" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 505' of 12" schedule 40 column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.
11. Rebuild Pro Fab Pump Head: Sand blast and epoxy coat pump head. Rebuild Pro fab head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
12. Rebuild Bowl Assembly: Rebuild 3 stage 16NKL Ingersoll-Rand bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 4200 GPM @ 280' TDH 16RGLC-4
14. Furnish and Install New Airline: Furnish and install 505' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 505' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Furnish and Install New 450 HP Motor: Furnish and install new 480V 3 phase 450 HP US Electric Motor. Frame type 5009P.
17. Perform Start Up, Wire Motor, and Test Rotation: Perform start up, wire motor, test rotation.
18. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
19. Provide as built drawing: Provide as built of pumping equipment.
20. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.7 32 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Pull 317' of pumping equipment consisting of 12" x 3 1/2" x 2 3/16" oil-lube pump.

3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been pulled. Provide detail report, recommendation for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 24" casing x 426'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 317' of 3-1/2" x 2-3/16" tube and shaft assembly with all new bearing, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 317' of 3"-1/2" x 2-3/16" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 317' of 12" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.
11. Rebuild Layne & Bowler Pump Head: Sand blast and epoxy coat pump head. Rebuild Layne and Bowler head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
12. Rebuild Bowl Assembly: Rebuild 7 stage 16MC Peerless bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 600 GPM @ 370' TDH IICLC-7
14. Furnish and Install New Airline: Furnish and install 317' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 317' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up, Wire Motor, and Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.8 2310 Booster & Replacement and Installation

1. Mobilize: All equipment and crews needed to complete proposed work.

2. Remove Pumping Equipment: Remove and dispose of existing split case booster pump equipment. Return motor to City.
3. Furnish New Split Case Pump Skid Assembly: Furnish new NSF 61 approved ITT Goulds 3410 S size 4x6-9/5V split case pump assembly or City approved equal. Include all necessary installation mounting hardware and equipment including pump baseplate. The operating conditions shall be as follows 450GPM @ 225' TDH
   Goulds 3410
4. Furnish New Electric Motor: Furnish New US Motor 50HP, 3 phase, 480 Volt 60Hz 3600RPM TEFC, premium efficient electric motor with a 326TS frame. Or City approved equal.
   ITT Prem Efficient
5. Fabricate Suction Line to Accommodate Changes: Fabricate 10" suction line to accommodate new pumping equipment requirements, remove existing flow meter and return to the City, install new 150LB flange spool in place of removed flow meter.
6. Fabricate Discharge Line: Fabricate 8" Discharge line to accommodate new pumping equipment requirements. Install new 10" 300lbs flange mag meter. City to provided new McCrometer mag meter.
7. Re-locate Electrical Motor Feed: Re-locate electrical motor feed to new pump location. Note: Concrete cutting and excavation required to move electrical.
8. Install New Pump and Motor Skid: Install pump and motor skid per manufactures specifications.
9. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
10. Pump Performance Testing: Perform pump performance testing and provide detailed report to the City. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Motor temp & vibration, flow & pressure.
11. Provide as built drawing: Provide as built of pumping equipment install.
12. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.9 2311 Booster & Replacement and Installation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove and dispose of existing split case booster pump equipment. Return motor to City.
3. Furnish New Split Case Pump Skid Assembly: Furnish new NSF 61 approved ITT Goulds 3410 M size 4x6-15/5V split case pump assembly or City approved equal. Include all necessary installation mounting hardware and equipment including pump baseplate. The operating conditions shall be as follows 1000 GPM @ 225' TDH
   Goulds 341
4. Furnish New Electric Motor: Furnish New US Motor 100HP, 3 phase, 480 Volt 60Hz 1800RPM TEFC, premium efficient electric motor with a 405T frame. Or City approved equal.
   ITT Perm Efficient

5. Fabricate Suction Line to Accommodate Changes: Fabricate 12" suction line to accommodate new pumping equipment requirements, remove existing flow meter and return to the City, install new 150LB flange spool in place of removed flow meter.
6. Fabricate Discharge Line: Fabricate 10" Discharge line to accommodate new pumping equipment requirements. Install new 10" 300lbs flange mag meter. City provided new mag meter.
7. Re-locate Electrical Motor Feed: Re-locate electrical motor feed to new pump location. Note: Concrete cutting and excavation required to move electrical.
8. Install New Pump and Motor Skid: Install pump and motor skid per manufactures specifications.
9. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
10. Pump Performance Testing: Perform pump performance testing and provide detailed report to the City. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Motor temp & vibration, flow & pressure.
11. Provide as built drawing: Provide as built of pumping equipment install.
12. Demobilize: All equipment and crews used to complete proposed work.

TASK 2.1 Madeira Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 441' of Oil-lube turbine pump equipment consisting of 8" x 2-1/2" x 1-11/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 60" x 60" x 12". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping approx. 12" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 16 and 14" casing x 465'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 30 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Rebuild Tube and Shaft Assembly: Rebuild 422' of 2-1/2" x 1-11/16" tube and shaft assembly with all new bearing, couplings and any other needed hardware.
10. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 422' of 2 1/2" x 1 11/16" steel tubing and shaft.
11. Furnish and Install New Column Pipe: Furnish and install 422' of 8" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.

13. Rebuild Worthington Pump Head: Sand blast and epoxy coat pump head. Rebuild Worthington pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
    All rebuild materials shall meet NSF/ANSI 61 standards
14. Rebuild Bowl Assembly: Rebuild 7 stage Goulds 12CLC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
    All rebuild materials shall meet NSF/ANSI 61 standards
15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 700 GPM @ 410' TDH
    Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard
    llCLC-8
16. Furnish and Install New Airline: Furnish and install 422' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
17. Install Oil lube Turbine Pumping Equipment: Install 441' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
19. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
20. Provide as built drawing: Provide as built of pumping equipment
21. Demobilize: All equipment and crews used to complete proposed work.

TASK 2.2 Mentone 2 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 470' of Oil-lube turbine pump equipment consisting of 10" x 3" x 1-15/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 48" x 48" x 16". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping 8" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 16" casing x 566'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 32 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.

9. Rebuild Tube and Shaft Assembly: Rebuild 382' of 3" x 1-15/16" tube and shaft assembly with all new bearing, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
10. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 382' of 3" x 1-15/16" steel tubing and shaft.
11. Furnish and Install New Column Pipe: Furnish and install 382' of 10" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
13. Rebuild Floway Western land Roller Head: Sand blast and epoxy coat pump head. Rebuild Western Land Roller pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
    All rebuild materials shall meet NSF/ANSI 61 standards
14. Rebuild Bowl Assembly: Rebuild 6 stage 15EMM Flowserve bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
    All rebuild materials shall meet NSF/ANSI 61 standards
15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 2000 GPM @ 490' TDH
    Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard
    16BLC-4
16. Furnish and Install New Airline: Furnish and install 382' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
17. Install Oil lube Turbine Pumping Equipment: Install 470' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
19. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
20. Provide as built drawing: Provide as built of pumping equipment
21. Demobilize: All equipment and crews used to complete proposed work.

TASK 2.3 Well 38 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 280' of Oil-lube turbine pump equipment consisting of 12" x 3" x 1-15/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.

5. Demo and Install New Pump Base: Existing concrete pump base is 58" x 58" x 19". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping 5" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 16" casing x 1120'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 55 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Rebuild Tube and Shaft Assembly: Rebuild 270' of 3" x 1-15/16" tube and shaft assembly with all new bearing, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
10. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 270' of 3" x 1-15/16" steel tubing and shaft.
11. Furnish and Install New Column Pipe: Furnish and install 270' of 12" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
13. Rebuild Floway Western land Roller Head: Sand blast and epoxy coat pump head. Rebuild Western Land Roller pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
    All rebuild materials shall meet NSF/ANSI 61 standards
14. Rebuild Bowl Assembly: Rebuild 8 stage Goulds 14RJLC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
    All rebuild materials shall meet NSF/ANSI 61 standards
15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 1630 GPM @ 550' TDH
    Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard
    14RJMC-7
16. Furnish and Install New Airline: Furnish and install 270' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
17. Install Oil lube Turbine Pumping Equipment: Install 280' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
19. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
20. Provide as built drawing: Provide as built of pumping equipment
21. Demobilize: All equipment and crews used to complete proposed work.

TASK 2.4 Well 39 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 329' of Oil-lube turbine pump equipment consisting of 10" x 3" x 1-15/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 71" x 71" x 16". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping approx. 8" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 16" casing x 1120'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 55 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Rebuild Tube and Shaft Assembly: Rebuild 320' of 3" x 1-15/16" tube and shaft assembly with all new bearing, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
10. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 320' of 3" x 1-15/16" steel tubing and shaft.
11. Furnish and Install New Column Pipe: Furnish and install 320' of 12" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
13. Rebuild Floway Western land Roller Head: Sand blast and epoxy coat pump head. Rebuild Western Land Roller pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
    All rebuild materials shall meet NSF/ANSI 61 standards
14. Rebuild Bowl Assembly: Rebuild 7 stage Goulds 14RJLC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
    All rebuild materials shall meet NSF/ANSI 61 standards
15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 1220 GPM @ 540' TDH
    Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard
    13CMC-7
16. Furnish and Install New Airline: Furnish and install 320' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
17. Install Oil lube Turbine Pumping Equipment: Install 329' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.

19. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
20. Provide as built drawing: Provide as built of pumping equipment
21. Demobilize: All equipment and crews used to complete proposed work.

TASK 2.5 New York Street Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 365' of Oil-lube turbine pump equipment consisting of 10" x 3" x 1-15/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 16" casing x 885'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 350' of 3" x 1-15/16" tube and shaft assembly with all new bearing, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 350' of 3" x 1-15/16" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 350' of 10" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
11. Rebuild Layne & Bowler Head: Sand blast and epoxy coat pump head. Rebuild Layne & Bowler pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
12. Rebuild Bowl Assembly: Rebuild 3 stage American Marsh 14MCR bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 2000 GPM @ 231' TDH 14RHLC-3
14. Furnish and Install New Airline: Furnish and install 320' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 365' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.

17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 2.6 Well 11 & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Pull 220' of pumping equipment consisting of 6" x 1 3/16" water lube pump.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 18" casing x 687'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Furnish and Install New Line Shaft: Furnish and install all 220' X 1 3/16" 316 SS line shaft and 304 SS coupling.
7. Rebuild IR Head: Sand blast and epoxy coat pump head. Rebuild IR pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
8. Rebuild Stretch Brass Assembly: Rebuild stretch brass Assembly.
9. Furnish and Install All Bushings: Furnish and install all bronze drop in retainers with Vesconite bushings.
10. Rebuild Bowl Assembly: Rebuild 7 stage Ingersoll-Dresser 10M50 bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
11. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 1260 GPM @ 180' TDH 10DHHC-6
12. Furnish and Install New Column Pipe: Furnish and install 220' of 6" schedule 40 steel column pipe. Include all necessary couplings.
13. Furnish and Install New Airline: Furnish and install 220' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
14. Furnish and Install New Check Foot Valve: Furnish and install new Flomatic style check valve.
15. Install Water Lube Turbine Pumping Equipment: Install 220' of water lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.

16. Perform Start Up, Wire Motor, and Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 2.7 Well 36 & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 328' of Oil-lube turbine pump equipment consisting of 8" x 2" x 1-1/4" column tube and shaft. Note: Pump is located at Hillside Memorial Park, work will have to coordinate with Hillside staff. The pump is also located below grade in a permit required confined space. Contractor is required to comply with all regulatory permit required confined space entry procedures.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 12" casing (total depth unknown). Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 328' of 2" x 1-1/4" tube and shaft assembly with all new bearing, couplings and any other needed hardware.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 328' of 2" x 1-1/4" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 328' of 8" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
11. Rebuild US Pumps Head: Sand blast and epoxy coat pump head. Rebuild US Pumps pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
12. Rebuild Bowl Assembly: Rebuild 12 stage Goulds 9RCLC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 450 GPM @ 446' TDH 9RCLC-12

14. Furnish and Install New Airline: Furnish and install 328' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 328' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 3.1 Airport 2 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 446' of Oil-lube turbine pump equipment consisting of 10" x 3"x 1-11/16" with 40' of engineered suction. Leave suction on site.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been pulled. Provide detail report, recommendation for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 20" and 18" casing x 470'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 420' of 3" x 1-11/16" column, tube and shaft assembly with all new bearing, couplings and any other needed hardware.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 420' of 3" x 1 11/16" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 420' of 10" schedule 40 column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.
11. Rebuild I.R. Pump Head: Sand blast and epoxy coat pump head. Rebuild I.R. head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
    All rebuild materials shall meet NSF/ANSI 61 standards
12. Rebuild Bowl Assembly: Rebuild 9 stage American Marsh 13MC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
    All rebuild materials shall meet NSF/ANSI 61 standards
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 1500 GPM @ 600' TDH

Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard
Goulds FDLC-12 Stage

14. Furnish and Install New Airline: Furnish and install 420' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 446' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 3.2 Mill Creek 2A Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Pull 240' of pumping equipment consisting of 6" x 1 3/16" water lube pump.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Demo and Install New Pump Base: Existing concrete pump base is 48" x 48" x 22". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
5. Raise Discharge Piping: Raise 12" discharge piping approx. 2" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
6. Wire Brush and Bail: Brush and bail well to bottom of 20" casing x 300'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 24 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
7. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
8. Furnish and Install New Line Shaft: Furnish and install All 240' X 1 3/16" 316 SS line shaft and 304 SS coupling.
9. Rebuild IR Head: Sand blast and epoxy coat pump head. Rebuild IR pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass Assembly.
11. Furnish and Install All Bushings: Furnish and install all bronze drop in retainers with Vesconite bushings.
12. Rebuild Bowl Assembly: Rebuild 7 stage Ingersoll-Dresser 10M50 bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.

13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 1260 GPM @ 180' TDH Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard 10DHHC-6
14. Furnish and Install New column Pipe: Furnish and install 240' of 6" schedule 40 steel column pipe. Include all necessary couplings.
15. Furnish and Install New Airline: Furnish and install 240' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
16. Install Water Lube Turbine Pumping Equipment: Install 240' of water lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
17. Perform Start Up, Wire Motor, and Test Rotation: Perform start up, wire motor, test rotation.
18. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
19. Provide as built drawing: Provide as built of pumping equipment
20. Demobilize: All equipment and crews used to complete proposed work.

TASK 3.3 Rees Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 410' of Oil-lube turbine pump equipment consisting of 10 "x 3" x 1-15/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 14" casing x 511'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 32 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 390' of 3" x 1-15/16" tube and shaft assembly with all new bearing, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 390' of 3" x 1-15/16" steel tubing and shaft.
9. Furnish and install New Column Pipe: Furnish and install 390' of 10" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass.

11. Rebuild Johnson Pump Head: Sand blast and epoxy coat pump head. Johnson pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
    All rebuild materials shall meet NSF/ANSI 61 standards
12. Rebuild Bowl Assembly: Rebuild 8 stage Goulds 12CHC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
    All rebuild materials shall meet NSF/ANSI 61 standards
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 1020 GPM @ 597' TDH
    Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard
    12CHC-8
14. Furnish and Install New Airline: Furnish and install 390' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 410' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 3.4 SB Muni Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 505' of Oil-lube turbine pump equipment consisting of 12" x 4" x 2-7/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 78 "x 78" x 6". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping 10" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 18" casing x 590'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.

9. Rebuild Tube and Shaft Assembly: Rebuild 505' of 4" x 2-7/16" tube and shaft assembly with all new bearing, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
10. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 505' of 4" x 2-7/16" steel tubing and shaft.
11. Furnish and install New Column Pipe: Furnish and Install 505" of 12" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
13. Rebuild Layne & Bowler Head: Sand blast and epoxy coat pump head. Rebuild Layne & Bowler pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
    All rebuild materials shall meet NSF/ANSI 61 standards
14. Rebuild Bowl Assembly: Rebuild 6 stage Layne & Bowler 16KHM bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
    All rebuild materials shall meet NSF/ANSI 61 standards
15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 2650 GPM @ 480' TDH
    Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard
    14RHHC-6
16. Furnish and Install New Airline: Furnish and install 505' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
17. Install Oil lube Turbine Pumping Equipment: Install 505' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
19. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
20. Provide as built drawing: Provide as built of pumping equipment
21. Demobilize: All equipment and crews used to complete proposed work.

TASK 3.5 Mill Creek 4 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 193' of Oil-lube turbine pump equipment consisting of 10" x 3" x 1-11/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 20" casing x 275'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials

must be disposed of offsite. Note: Estimate 24 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.

6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 193' of 3" x 1-11/16" tube and shaft assembly with all new bearing, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 193' of 3" x 1-11/16" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 193' of 8" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
11. Rebuild Layne & Bowler Head: Sand blast and epoxy coat pump head. Rebuild Layne & Bowler pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
12. Rebuild Bowl Assembly: Rebuild 6 stage Flowise 12EMM bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 900 GPM @ 421' TDH 12CMC-6
14. Furnish and Install New Airline: Furnish and install 193' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 193' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 3.6 Redlands Heights Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 321' of Oil-lube turbine pump equipment consisting of 6" x 2-1/2" x 1-1/2" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 20" casing x 523'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials

must be disposed of offsite. Note: Estimate 32 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.

6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 303' of 2-1/2" x 1-1/2" tube and shaft assembly with all new bearing, couplings and any other needed hardware.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 303' of 2-1/2" x 1-1/2" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 303' of 6" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
11. Rebuild Layne & Bowler Head: Sand blast and epoxy coat pump head. Rebuild Layne & Bowler pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
12. Rebuild Bowl Assembly: Rebuild 6 stage Goulds 12WALC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 600 GPM @ 370' TDH 12WALC-6
14. Furnish and Install New Airline: Furnish and install 303' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 321' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment
19. Demobilize: All equipment and crews used to complete proposed work.

Bond No. 107369197
Premium: $12,410.00

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and General Pump Company, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to provide well and booster pump maintenance services (the "Work"), which said agreement, dated June 15, 2021, and identified as water meter installation services 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 Thirty Four Thousand One Hundred Eighty One Dollars and Ten Cents ($1,034,181.10) 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 June 7, 2021.

(SEAL)
General Pump Company, Inc.
(Contractor)
(Signature) Michael Bodart, President / Dir. of Engr.

(SEAL)
Travelers Casualty and Surety Company of America
(Surety)
BY: Thuyduong Le
(Signature) Thuyduong Le, Attorney-in-Fact

Address:
21688 Gateway Center Drive
Diamond Bar, CA 91765

Telephone(909) 612-3270

(Seal and Notarial Acknowledgment of Surety)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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 Los Angeles

On June 8, 2021 (Date) before me, Alexa Juarez, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Michael Bodart (Name(s) of Signer(s)),

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.

ALEXA JUAREZ
Notary Public - California
Los Angeles County
Commission # 2266422
My Comm. Expires Nov 10, 2022

Place Notary Seal and/or Stamp Above

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 _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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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 Alameda)

On June 7, 2021 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

personally appeared Thuyduong Le,
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 Brittany Kavan (Seal)

NSP1 BRITTANY KAVAN
COMM. #2338092
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires 12/19/2024 NSP1

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Thuyduong Le** of **SAN FRANCISCO**, **California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **7th** day of **June**, **2021**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

EXHIBIT "C"

Rate Sheet

Fiscal Year 2021/2022

Task 1.1	$ 124,907.16
Task 1.2	$ 139,303.94
Task 1.3	$ 35,010.00
Task 1.4	$ 67,850.00
Task 1.5	$ 128,460.00
Task 1.6	$ 195,230.00
Task 1.7	$ 119,122.00
Task 1.8	$ 95,475.00
Task 1.9	$ 128,823.00
TOTAL (TASK 1.1 THRU 1.9)	**$ 1,034,181.10**

Fiscal Year 2022/2023

Task 2.1	$ 119,058.00
Task 2.2	$ 138,502.26
Task 2.3	$ 123,230.00
Task 2.4	$ 133,030.00
Task 2.5	$ 111,050.00
Task 2.6	$ 64,180.00
Task 2.7	$ 91,421.92
TOTAL (TASK 2.1 THRU 2.7)	**$ 780,472.18**

Fiscal Year 2023/2024

Task 3.1	$ 133,760.00
Task 3.2	$ 67,200.00
Task 3.3	$ 112,640.00
Task 3.4	$ 192,420.00
Task 3.5	$ 61,570.00
Task 3.6	$ 73,622.00
TOTAL (TASK 3.1 THRU 3.6)	**$ 641,212.00**

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

✓ 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.

GENERAL PUMP ELECTRIC, INC.

By: _____
Thomas A. Nanchy, Sr. Project Manager/Project Engineer

Date: June 07, 2021

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This first amendment ("First Amendment") to the agreement for well and booster pump maintenance ("Agreement") dated June 15, 2021, by and between the City of Redlands, a municipal corporation ("City"), and General Pump Company, Inc., a California corporation ("Contractor"), is made and entered into this 7th day of June, 2022.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to revise the Scope of Work to include additional well maintenance;

NOW, THEREFORE, City and Contractor agree as follows:

AGREEMENT

Section 1. The scope of services performed by Contractor pursuant to Exhibit "A" of the Agreement, titled "Scope of Services," is hereby amended to include the work that is identified in Exhibit "1."

Section 2. Section 4.2 of the Agreement, titled "Article 4 – Performance of Services," is hereby amended to read as follows:

"4.2 The term of this Agreement shall be extended for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the term of this Agreement by one (1) additional one-year term ("Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term and subsequently, at least thirty (30) days before any Extended Term. The Initial Term and the Extended Terms are hereby collectively referred to herein as the "Term" of this Agreement."

Section 3. Section 5.1 of the Agreement, titled "Article 5 – Payments to Contractor," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of Services shall not exceed the amount of One Million Nine Hundred Eighty Nine Thousand Three Hundred Forty Nine Dollars and Thirty Four Cents ($1,989,349.34) for the Services provided during the Initial term and additional one-year term. Should this Agreement be extended, the compensation for Contractor's performance for the Services for the final additional one-year term shall not exceed the amount of Six Hundred Forty One Thousand Two Hundred Twelve Dollars ($641,212) for such Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Million Six Hundred Thirty Thousand Five Hundred Sixty One Dollars and Thirty Four Cents ($2,630,561.34). For the Initial Term and the Extended Terms, City shall pay Contractor on a time and materials basis up to the not-to-

exceed amount in accordance with the unit prices specified in Exhibit "C," titled Bidder's Rate Sheet," which is attached hereto and incorporated herein by reference."

All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of June 7, 2022.

CITY OF REDLANDS

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

GENERAL PUMP COMPANY, INC.

By:

Thomas A. Nanchy, Sr. Project Manager/Project Engineer

EXHIBIT "1"

SCOPE OF SERVICES

GENERAL PUMP COMPANY

159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952
Serving Southern California and Central Coast

Lic. #496765

May 9, 2022 *Via Email*

City of Redlands
35 Cajon Street
Redlands, California 92373
Attn: Paul Mariscal

Subject: Muni Well (Expanded Scope)

General Pump Company performed a job walk with City personnel to review the site layout and discuss an expanded scope of work outside of the line items found on task 3.4.

The main items under the expanded scope focused mainly on replacing and resizing the main transition discharge piping from the discharge head flange to the existing 14" butterfly valve. The new piping will be 12" steel, without coatings, 150# SOW flanges, with nut bolt, and gasket kits. Additional materials and labor to incorporate the additional pipe liner that runs to the west of the well that will be raised due to the current height of the well pedestal. The following is a takeoff of materials proposed, along with field labor.

Cost

Materials

- 400 HP USEM VHS Motor
- 12" flanged McCrometer FxF 4-20MA totalizer 100 cf
- Steel weld on flanges (6)
- 12" Stnd Blk A53B Pipe w/BxB end
- 12" 150# RF weld Neuc Flange
- 16" 150# RF s/o flange
- 16"x12" Stnd, CR
- 12" 150# Flanged swing check
- Pipe stands (2)
- Ultra-Sonic Level Transducer
- 2x4-6 THREDOLET (3)
- 1" Corp stop (2)
- 1" THREDOLET (6)
- 1 ½" THREDOLET (2)
- 1x3 3M THREDOLET (5)
- 12" Smith Blair flex coupling
- 12 NB&K (5)
- Spool section for waste line
- Sample station
- 10" NB&6 set

Total Materials, Includes Freight and Sales Tax $76,778.59

Shop Labor

- Load equipment, piping valves
- Cutting supplies, welding materials

Feld Labor

- Mobilize to site, conduct brief tailgate safety meeting
- Rig up crane, remove all shade structures
  And store safely on site
- Remove existing piping, valves, spools that will be replaced
- Unload new materials
- Demobilize

Rotary Crane and 1 Man Crew @ $265/Hr.
Service Truck, Pump Mechanic and Helper @ $303/Hr.

Est. 10 Hrs. @ $573/Hr.	5,730.00	
Est. OT 2 Hr. @ $168/Hr.	336.00	

Cont.

- Mob to site, conduct brief safety meeting
- Fabricate spools with new piping, flanges
- Install all new spools, motor, check valve
- Bolt up & align to new discharge center line
- Fabricate new pipe stands

Service Truck with Welder and 1 Man Crew

Est. 40 Hrs. @ $185/Hr.	7,400.00	
Est. OT 8 Hrs. @ $60/Hr.	480.00	13,946.00

Outside Service

- Program existing VFD panel for 400 HP motor 1,620.00

Additional Labor and Materials Total ***$93,104.59***

If you have any questions or need additional information regarding the above, please do not hesitate to contact us. Thank you.

GENERAL PUMP COMPANY, INC.

Tom Nanchy
Tom Nanchy
Sr. Project Manager/ Project Engineer

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

March 15, 2023

General Pump Company, Inc.
Attn: Tomas A. Nanchy, Sr. Project Manager/Project Engineer
159 N Acacia Street
San Dimas, CA 91773

RE: Notice to Extend Annual Purchase Order Term
Well and Booster Pump Maintenance

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22210312, pursuant to the Contract Term on pages 1 of contract agreement effective June 15, 2021. The City wishes to exercise the option to extend for an additional one-year term on the same terms and conditions as per the attached contract agreement Article 4-Performance of Services 4.2 on page 1.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **fourteen (14)** calendar days from the date of this Notice. Submit by USPS or via email to arosario@cityofredlands.org. The due date is therefore March 29, 2023.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be July 1, 2023, to June 30, 2024. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **fourteen (14)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions, you may contact me (909) 798-7527 ext. 3.

Thank you,
Ashley Rosario
Sr. Administrative Assistant

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

March 15, 2023

General Pump Company, Inc.
Attn: Tomas A. Nanchy, Sr. Project Manager/Project Engineer
159 N Acacia Street
San Dimas, CA 91773

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Well and Booster Pump Maintenance

This is extension year 3 of 3 per pursuant to the Contract Term on page 1 of the contract agreement effective June 15, 2021. Receipt of the above Notice of Acknowledgement is hereby accepted by THOMAS NANCHY
this, 20 day of MARCH, 2023.

By: _____
(Signature)

THOMAS NANCHY
(Print Name)

SR. PROJ. MNGR. PROJ ENG.
(Title)

SECOND AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This second amendment ("Second Amendment") to the agreement for well and booster pump maintenance ("Agreement"), dated June 15, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and General Pump Company, Inc., a California corporation ("Contractor"), is made and entered into this 6th day of June, 2023.

RECITALS

WHEREAS, City and Contractor entered into the Agreement for an initial term of one (1) year for the performance of well and booster pump maintenance services for the City's water well systems;

WHEREAS, the Agreement was amended to extend the Agreement for an additional year ("First Amendment"); and

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to revise the Scope of Services and compensation to include additional well maintenance.

NOW, THEREFORE, City and Contractor agree as follows:

AGREEMENT

Section 1. Subsection 4.2 of the Agreement, titled "Article 4 – Performance of Services," is hereby amended to read as follows:

> "4.2 The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2021 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement as follows: (1) The First Extension for the period of July 1, 2022- June 30, 2023; (2) The Second Extension for the period July 1, 2023-December 31, 2024, (collectively the "Extended Term"), on the same terms and conditions, by providing written notice to the Contractor at least thirty (30) days prior to the expiration of the Initial Term and subsequently, at least thirty (30) days before the expiration of any Extended Term. The Initial Term and the Extended Term are hereby collectively referred to herein as the "Term" of this Agreement."

Section 2. Section 5.1 of the Agreement, titled "Article 5 – Payments to Contractor," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of Services under this Agreement shall not exceed the amount of Two Million Five Hundred Seventy Seven Thousand Four Hundred Forty Five Dollars and Twenty Eight cents ($2,577,445.28) for the Services provided during the

Initial Term and Extended Term. For the Initial Term and the Extended Term, City shall pay Contractor on a time and materials basis up to the not-to-exceed amount in accordance with the unit prices specified in Exhibit "C," titled Bidder's Rate Sheet," which is attached hereto and incorporated herein by reference."

Section 3. City and Contractor hereby amend the Agreement by replacing Exhibit A ("Scope of Services") with a new "Exhibit A" which is attached hereto as Attachment 1 and incorporated by reference herein.

Section 4. City and Contractor hereby amend the Agreement by replacing Exhibit C ("Bidder's Rate Sheet") with a new "Exhibit C" which is attached hereto as Attachment 2 and incorporated by reference herein.

Section 5. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective as of June 6, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

GENERAL PUMP COMPANY, INC.

By: _____
Thomas A. Nanchy, Sr. Project Manager/Project Engineer

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT "A" SCOPE OF SERVICES

TASK 1.1 Airport 1 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 342' of Oil-lube turbine pump equipment consisting of 10" x 3" x 1-15/16" with 40' of 10" suction pipe (PVC).
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been pulled. Provide detailed report, recommendation for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 60" x 60" x 18". New pump base shall utilize AWWA Standard A I 00-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping approx. 6" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 16" and 18" casing x 540'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Rebuild Tube and Shaft Assembly: Rebuild 342' of3" x 1-15/16" column, tube and shaft assembly with all new bearings, couplings, and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
10. Furnish and Install New Tubing and Shaft Assembly: Furnish and install entire tube and shaft assembly consisting of 342' of 3" x 1-15/16" steel tubing and shaft.
11. Furnish and Install New Column Pipe: Furnish and install 342' of 10" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.
13. Rebuild I.R. Pump Head: Sand blast and epoxy coat pump head. Rebuild I.R. head assembly with 416SS head shaft and all necessary hardware to install pumping equipment and motor. All rebuild materials shall meet NSF/ANSI 61 standards.
14. Rebuild Bowl Assembly: Rebuild 7 stage FWl4RMC Flowise bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting. All rebuild materials shall meet NSF/ANSI 61 standards.
15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 1800 GPM @ 51O' TOH Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard. 14RJMC-7
16. Furnish and Install New Airline: Furnish and install 342' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
17. Install Oil lube Turbine Pumping Equipment: Install 342' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
19. Pump Performance Testing: Perform pump performance testing and provide detailed report to the City. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.

20. Provide as built drawing: Provide as built of pumping equipment.
21. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.2 Church Street Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 359' of Oil-lube turbine pump equipment consisting of 12" x 3-1/2" x 2-3/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 48"x48"x24". New pump base shall utilize AWWA Standard Al00-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping approx. 12" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 20" casing x 997'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 50 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Rebuild Tube and Shaft Assembly: Rebuild 342' of 3-1/2" x 2-3/16" tube and shaft assembly with all new bearings, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
10. Furnish and Install New Tubing and Shaft Assembly: Furnish and install entire tube and shaft assembly consisting of 342' of 3-1/2" x 2-3/16" steel tubing and shaft.
11. Furnish and Install New Column Pipe: Furnish and install 342' of 12" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass. Rebuild Floway Pump Head: Sand blast and epoxy coat pump head. Rebuild Floway pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor. All rebuild materials shall meet NSF/ANSI 61 standards.
13. Rebuild Bowl Assembly: Rebuild 5 stage l5EMM Flowise bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
    All rebuild materials shall meet NSF/ANSI 61 standards.
14. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 2200 GPM @ 500' TDH Pump bowl assembly shall meet NSF/ANSI 61 drinking water standards.14RJHC-6
15. Furnish and Install New Airline: Furnish and install 342’ of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20’ with stainless steel bands.
16. Install Oil lube Turbine Pumping Equipment: Install 359' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
17. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
18. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
19. Provide as built drawing: Provide as built of pumping equipment.
20. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.3 East Lugonia 3 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 105' of submersible pumping equipment with 4" column pipe.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 87" x 87" x 16". New pump base shall utilize A WWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 4" discharge piping approx. 8" to meet new pump head height.
7. Wire Brush and Bail: Brush and bail well to bottom of 12" casing x 120'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed ofoffsite. Note: Estimate 10 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Furnish and Install New Submersible Motor: Furnish and install Franklin 251-lP 3450 RPM 460V 3 phase submersible motor.
10. Furnish and Install Motor Cable: Furnish and install 120' 8/3 3 phase submersible motor cable.
11. Furnish and Install New Column Pipe: Furnish and Install 105' of 4" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Bowl Assembly: Rebuild 6 stage Grundfos Type 8P 9810 Model 3005250-6 bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting. All rebuild materials shall meet NSF/ANSI 61 standards.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of300 GPM @ 225' TDH Pump bowl assembly shall meet NSF/ANSI 61 drinking water standards. I0WALC-5
14. Furnish and Install New Airline: Furnish and install 105' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install submersible Pumping Equipment: Install I05' of submersible pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment.
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.4 East Lugonia 6 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 160' of Oil-lube turbine pump equipment consisting of 10" x 2-1/5" x 1 1/2" column tube and shaft. Note: Chain link fencing at site will need to be removed for access.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a

detailed report of damages and recommendations for repair.

4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 48" x 48" x 12". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping 12" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 14" casing x 253'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 25 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Rebuild Tube and Shaft Assembly: Rebuild 160' of 2-1/2" x 1-1/2" tube and shaft assembly with all new bearings, couplings and any other needed hardware.

10. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 160' of 2 1/2" x 1-1/2" steel tubing and shall

11. Furnish and Install New Column Pipe: Furnish and install 160' of l O" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
13. Rebuild Johnston Pump Head: Sand blast and epoxy coat pump head. Rebuild Johnston pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor. All rebuild materials shall meet NSF/ANSI 61 standards.
14. Rebuild Bowl Assembly: Rebuild 6 stage Johnston 12CC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 4l6SS shafting.

    All rebuild materials shall meet NSF/ANSI 61 standards.
15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 260 GPM @ 280' TDH Pump bowl assembly shall meet NSF/ANSI 61 drinking water standards. 9WAHC-7
16. Furnish and Install New Airline: Furnish and install 160' of continuous I /4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
17. Install Oil lube Turbine Pumping Equipment: Install 160' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Startup Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
19. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
20. Provide as built drawing: Provide as built of pumping equipment.
21. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.5 North Orange 1 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 350' of Oil-lube turbine pump equipment consisting of 12" x 3 x 1-15/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed

report of damages and recommendations for repair.

4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of20" and 16" casing x 1220'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 50 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 330' of 3" x 1-15/16" tube and shaft assembly with all new bearings, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of330' of3" x 1-15/16" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 330' of 1O" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.
11. Rebuild Fabricated Pump I-lead: Sandblast and epoxy coat pump head. Rebuild Fabricated pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.

    All rebuild materials shall meet NSF/ANSI 61 standards.
12. Rebuild Bowl Assembly: Rebuild 5 stage Goulds 14RI-ILC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.

    All rebuild materials shall meet NSF/ANSI 61 standards.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of3000 GPM@ 350' TDI-1 Pump bowl assembly shall meet NSF/ANSI 61 drinking water standards. 14RI-II-IC-5
14. Furnish and Install New Airline: Furnish and install 330' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 350' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment.
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.6 31A Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Pull 505' of pumping equipment consisting of 12" and 14" x 3" x 1 15/16" oil-lube pump. Note: Soundproofing building will need to be removed and reinstalled.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been pulled. Provide detailed report, recommendation for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 20" and 18" casing x 743'. Brush type will

be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 45 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.

6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 505' of 3" x 1-15/16" tube and shaft assembly with all new bearings, couplings, and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 505' of 3" x 1-15/16" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 505' of 12" schedule 40 column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.
11. Rebuild Pro Fab Pump Head: Sand blast and epoxy coat pump head. Rebuild Pro fab head assembly with 416SS head shaft and all necessary hardware for installationof pumping equipment and motor.
12. Rebuild Bowl Assembly: Rebuild 3 stage 16NKL Ingersoll-Rand bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 4200 GPM @ 280' TDH. 16RGLC-4
14. Furnish and Install New Airline: Furnish and install 505' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 505' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Furnish and Install New 450 HP Motor: Furnish and install new 480V 3 phase 450 HP US Electric Motor. Frame type 5009P.
17. Perform Start Up, Wire Motor, and Test Rotation: Perform start up, wire motor, test rotation.
18. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test repo1ts. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
19. Provide as built drawing: Provide as built of pumping equipment.
20. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.7 32 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Pull 317' of pumping equipment consisting of 12" x 3 1/2" x 2 3/16" oil-lube pump.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been pulled. Provide detailed report, recommendation for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 24" casing x 426'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 317' of 3-1/2" x 2-3/16" tube and shaft assembly with all new bearings, couplings, and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 317' of 3"-1/2" x 2-3/16" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 317' of 12" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.
11. Rebuild Layne & Bowler Pump Head: Sand blast and epoxy coat pump head. Rebuild Layne and Bowler head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
12. Rebuild Bowl Assembly: Rebuild 7 stage 16MC Peerless bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of600 GPM@ 370' TOH IICLC-7
14. Furnish and Install New Airline: Furnish and install 317' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20’ with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 317' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up, Wire Motor, and Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment.
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.8 2310 Booster & Replacement and Installation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove and dispose of existing split case booster pump equipment. Return motor to City.
3. Furnish New Split Case Pump Skid Assembly: Furnish new NSF 61 approved Goulds 3410 S size 4x6-9/5V split case pump assembly or City approved equal. Include all necessary installation mounting hardware and equipment including pump baseplate. The operating conditions shall be as follows 450GPM @ 225' TDH. Goulds 3410
4. Furnish New Electric Motor: Furnish New US Motor 50HP, 3 phase, 480 Volt 601-lz 3600RPM TEFC, premium efficient electric motor with a 326TS frame. Or City approved equal. ITT Prem Efficient
5. Fabricate Suction Line to Accommodate Changes: Fabricate 10" suction line to accommodate new pumping equipment requirements, remove existing flow meter and return to the City, install new l 50LB flange spool in place of removed flow meter.
6. Fabricate Discharge Line: Fabricate 8" Discharge line to accommodate new pumping equipment requirements. Install new 1O" 3001bs flange mag meter. City to provided new McCrometer mag meter.
7. Re-locate Electrical Motor Feed: Re-locate electrical motor feed to new pump location. Note: Concrete cutting and excavation required to move electrical.
8. Install New Pump and Motor Skid: Install pump and motor skid per manufactures specifications.
9. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
10. Pump Performance Testing: Perform pump performance testing and provide detailed report to the City. Provide all associated install information, pump curve, NSF ce1iification, installation sheet, drawings, work logs and test reports. Test reports to . include AMP/voltage, Motor temp & vibration, flow & pressure.
11. Provide as built drawing: Provide as built of pumping equipment install.
12. Demobilize: All equipment and crews used to complete proposed work.

TASK 1.9 2311 Booster & Replacement and Installation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove and dispose of existing split case booster pump equipment. Return motor to City.
3. Furnish New Split Case Pump Skid Assembly: Furnish new NSF 61 approved ITT Goulds 3410 M size 4x6-15/5V split case pump assembly or City approved equal. Include all necessary installation mounting hardware and equipment including pump baseplate. The operating conditions shall be as follows 1000 GPM@ 225' TDH. Goulds 341
4. Furnish New Electric Motor: Furnish New US Motor 100HP, 3 phase, 480 Volt 60Hz 1800RPM TEFC, premium efficient electric motor with a 405T frame. Or City approved equal. ITT Perm Efficient
5. Fabricate Suction Line to Accommodate Changes: Fabricate 12" suction line to accommodate new pumping equipment requirements, remove existing flow meter and return to the City, install new I 50LB flange spool in place of removed flow meter.
6. Fabricate Discharge Line: Fabricate 10" Discharge line to accommodate new pumping. equipment requirements. Install new 10" 3001bs flange mag meter. City provided new mag meter.

7. Re-locate Electrical Motor Feed: Re-locate electrical motor feed to new pump location. Note: Concrete cutting and excavation required to move electrical.
8. Install New Pump and Motor Skid: Install pump and motor skid per manufactures specifications.
9. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
10. Pump Performance Testing: Perform pump performance testing and provide detailed report to the City. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Motor temp & vibration, flow & pressure.
11. Provide as built drawing: Provide as built of pumping equipment install.
12. Demobilize: All equipment and crews used to complete proposed work.

TASK 2.1 Madeira Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 441' of Oil-lube turbine pump equipment consisting of 8" x 2-1/2" x 1-11/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 60" x 60" x 12". New pump base shall utilize AWWA Standard AI 00-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping approx. 12" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 16 and 14" casing x 465'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 30 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Rebuild Tube and Shaft Assembly: Rebuild 422' of 2-1/2" x 1-11/16" tube and shaft assembly with all new bearings, couplings, and any other needed hardware.
10. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of422' of2 1/2" x I 11/16" steel tubing and shaft.
11. Furnish and Install New Column Pipe: Furnish and install 422' of 8" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.
13. Rebuild Worthington Pump Head: Sand blast and epoxy coat pump head. Rebuild Worthington pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor. All rebuild materials shall meet NSF/ANSI 61 standards.
14. Rebuild Bowl Assembly: Rebuild 7 stage Goulds 12CLC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 4 I 6SS shafting. All rebuild materials shall meet NSF/ANSI 61 standards.
15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of700 GPM @410' TDH Pump bowl assembly shall meet NSF/ANSI 61 drinking water standard. IICLC-8
16. Furnish and Install New Airline: Furnish and install 422’ of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
17. Install Oil lube Turbine Pumping Equipment: Install 441' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.

19. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
20. Provide as built drawing: Provide as built of pumping equipment.
21. Demobilize: All equipment and crews used to complete proposed work.

TASK 2.2 Mentone 2 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 470' of Oil-lube turbine pump equipment consisting of 10" x 3" x 1-15/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 48" x 48" x 16". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping 8" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 16" casing x 566'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 32 hours of down hole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Rebuild Tube and Shaft Assembly: Rebuild 382' of 3" x 1-15/16" tube and shaft assembly with all new bearings, couplings, and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
10. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 382' of 3" x 1-15/16" steel tubing and shaft.
11. Furnish and Install New Column Pipe: Furnish and install 382' of 10" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
13. Rebuild Floway Western land Roller Head: Sand blast and epoxy coat pump head. Rebuild Western Land Roller pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor. All rebuild materials shall meet NSF/ANSI 61 standards.
14. Rebuild Bowl Assembly: Rebuild 6 stage 15EMM Flowserve bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting. All rebuild materials shall meet NSF/ANSI 61 standards.
15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 2000 GPM@ 490' TDH Pump bowl assembly shall meet NSF/ANSI 61 drinking water standards.16BLC-4
16. Furnish and Install New Airline: Furnish and install 382' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
17. Install Oil lube Turbine Pumping Equipment: Install 470' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.

19. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
20. Provide as built drawing: Provide as built of pumping equipment.
21. Demobilize: All equipment and crews used to complete proposed work.

TASK 2.5 New York Street Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 365' of Oil-lube turbine pump equipment consisting of 10" x 3" x 1-15/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damages. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 16" casing x 885'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 350' of 3" x 1-15/16" tube and shaft assembly with all new bearings, couplings, and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 350' of 3" x 1-15/16" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 350' of 10" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
11. Rebuild Layne & Bowler Head: Sand blast and epoxy coat pump head. Rebuild Layne & Bowler pump head assembly with 4 l 6SS head shaft and all necessary hardware for installation of pumping equipment and motor.
12. Rebuild Bowl Assembly: Rebuild 3 stage American Marsh 14MCR bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 2000 GPM @ 231' TDH 14RHLC-3
14. Furnish and Install New Airline: Furnish and install 320' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 365' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment.
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 2.6 Well 11 & Equipment Rehabilitation

I. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Pull 220' of pumping equipment consisting of 6" x 1 3/16" water lube pump.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 18" casing x 687'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Furnish and Install New Line Shaft: Furnish and install all 220' x 1 3/16" 316 SS line shaft and 304 SS coupling.
7. Rebuild IR Head: Sand blast and epoxy coat pump head. Rebuild IR pump head assembly with 4 I 6SS head shaft and all necessary hardware for installation of pumping equipment and motor.
8. Rebuild Stretch Brass Assembly: Rebuild stretch brass Assembly.
9. Furnish and Install All Bushings: Furnish and install all bronze drop in retainers with Vesconite bushings.
10. Rebuild Bowl Assembly: Rebuild 7 stage Ingersoll-Dresser I0M50 bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
11. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 1260 GPM @ 180' TDH I0DHHC-6
12. Furnish and Install New Column Pipe: Furnish and install 220' of 6" schedule 40 steel column pipe. Include all necessary couplings.
13. Furnish and Install New Airline: Furnish and install 220' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
14. Furnish and Install New Check Foot Valve: Furnish and install new Flomatic style check valve.
15. Install Water Lube Turbine Pumping Equipment: Install 220' of water lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up, Wire Motor, and Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to City. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment.
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 2.7 Well 36 & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 328' of Oil-lube turbine pump equipment consisting of 8" x 2" x 1-1/4" column tube and shaft. Note: Pump is located at Hillside Memorial Park, work will have to coordinate with Hillside staff. The pump is also located below grade in a permit required confined space. Contractor is required to comply with all regulatory permit required confined space entry procedures.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 12" casing (total depth unknown). Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 328' of2" x 1-1/4" tube and shaft assembly with all new bearings, couplings, and any other needed hardware.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 328' of 2" x 1-1/4" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 328' of 8" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
11. Rebuild US Pumps Head: Sand blast and epoxy coat pump head. Rebuild US Pumps pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
12. Rebuild Bowl Assembly: Rebuild 12 stage Goulds 9RCLC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 450 GPM @446' TDH. 9RCLC-12
14. Furnish and Install New Airline: Furnish and install 328' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 328' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment.
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 3.1 Airport 2 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 446' of Oil-lube turbine pump equipment consisting of 10" x 3" x 1-11/16" with 40' of engineered suction. Leave suction on site.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been pulled. Provide detailed report, recommendation for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 20" and 18" casing x 470'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 420' of 3" x 1-11/16" column, tube and shaft assembly with all new bearings, couplings and any other needed hardware.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 420' of 3" x 1-11/16" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 420' of 10" schedule 40 column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.
11. Rebuild I.R. Pump Head: Sand blast and epoxy coat pump head. Rebuild I.R. head assembly with 4l6SS head shaft and all necessary hardware for installation of pumping equipment and motor. All rebuild materials shall meet NSF/ANSI 61 standards.
12. Rebuild Bowl Assembly: Rebuild 9 stage American Marsh 13MC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting. All rebuild materials shall meet NSF/ANSI 61 standards.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 1500 GPM @ 600' TDH. Pump bowl assembly shall meet NSF/ANSI 61 drinking water standards. Goulds FDLC-12 Stage
14. Furnish and Install New Airline: Furnish and install 420' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 446' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment.
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 3.2 Mill Creek 2A Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Pull 240' of pumping equipment consisting of 6" x 1 3/16" water lube pump.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Demo and Install New Pump Base: Existing concrete pump base is 48" x 48" x 22". New pump base shall utilize AWWA Standard A100-06 and extend no less than 24" above final ground level elevation.
5. Raise Discharge Piping: Raise 12" discharge piping approx. 2" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
6. Wire Brush and Bail: Brush and bail well to bottom of 20" casing x 300'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 24 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
7. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
8. Furnish and Install New Line Shaft: Furnish and install All 240' x 1 3/16" 316SS line shaft and 304 SS coupling.
9. Rebuild I.R. Head: Sand blast and epoxy coat pump head. Rebuild I.R. pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass Assembly.
11. Furnish and Install All Bushings: Furnish and install all bronze drop in retainers with Vesconite bushings.
12. Rebuild Bowl Assembly: Rebuild 7 stage Ingersoll-Dresser 10M50 bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 1260 GPM @ 180' TDH Pump bowl assembly shall meet NSF/ANSI 61 drinking water standards. I0DHI-IC-6
14. Furnish and Install New column Pipe: Furnish and install 240' of 6" schedule 40 steel column pipe. Include all necessary couplings.
15. Furnish and Install New Airline: Furnish and install 240' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
16. Install Water Lube Turbine Pumping Equipment: Install 240' of water lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
17. Perform Start Up, Wire Motor, and Test Rotation: Perform start up, wire motor, test rotation.
18. Pump Performance Testing: Perform pump performance testing and provide detailed report to City. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
19. Provide as built drawing: Provide as built of pumping equipment.
20. Demobilize: All equipment and crews used to complete proposed work.

TASK 3.3 Rees Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 410' of Oil-lube turbine pump equipment consisting of 10" x 3" x 1-15/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 14" casing x 511'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 32 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 390' of 3" x 1-15/16" tube and shall assembly with all new bearings, couplings, and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shall assembly, consisting of 390' of 3" x 1-15/16" steel tubing and shaft.
9. Furnish and install New Column Pipe: Furnish and install 390' of 10" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
11. Rebuild Johnson Pump Head: Sand blast and epoxy coat pump head. Johnson pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor. All rebuild materials shall meet NSF/ANSI 61 standards.
12. Rebuild Bowl Assembly: Rebuild 8 stage Goulds 12CHC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting. All rebuild materials shall meet NSF/ANSI 61 standards.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 1020 GPM @ 597' TDH Pump bowl assembly shall meet NSF/ANSI 61 drinking water standards.12CHC-8
14. Furnish and Install New Airline: Furnish and install 390' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 410' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment.
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 3.4 SB Muni Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 505' of Oil-lube turbine pump equipment consisting of 12" x 4" x 2-7/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Demo and Install New Pump Base: Existing concrete pump base is 78 "x 78" x 6". New pump base shall utilize A WWA Standard A100-06 and extend no less than 24" above final ground level elevation.
6. Raise Discharge Piping: Raise 12" discharge piping 10" to meet new pump head height. Provide a Victaulic fitting for flex at pump discharge.
7. Wire Brush and Bail: Brush and bail well to bottom of 18" casing x 590'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 40 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
8. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
9. Rebuild Tube and Shaft Assembly: Rebuild 505' of 4" x 2-7/16" tube and shaft assembly with all new bearings, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
10. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 505' of 4" x 2-7116" steel tubing and shaft.
11. Furnish and install New Column Pipe: Furnish and Install 505" of 12" schedule 40 steel column pipe. Include all necessary couplings.
12. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
13. Rebuild Layne & Bowler Head: Sand blast and epoxy coat pump head. Rebuild Layne & Bowler pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor. All rebuild materials shall meet NSF/ANSI 61 standards.
14. Rebuild Bowl Assembly: Rebuild 6 stage Layne & Bowler l 6KHM bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting. All rebuild materials shall meet NSF/ANSI 61 standards.
15. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 2650 GPM @480' TDH. Pump bowl assembly shall meet NSF/ANSI 61 drinking water standards.14RHHC-6
16. Furnish and Install New Airline: Furnish and install 505' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
17. Install Oil lube Turbine Pumping Equipment: Install 505' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
18. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
19. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet,

drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.

20. Provide as built drawing: Provide as built of pumping equipment.
21. Demobilize: All equipment and crews used to complete proposed work.
22. Replace discharge piping and repair MCC controls

TASK 3.5 Mill Creek 4 Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 193' of Oil-lube turbine pump equipment consisting of 10" x 3" x 1-11/16" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 20" casing x 275'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 24 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 193' of 3" x 1-11/16" tube and shaft assembly with all new bearings, couplings and any other needed hardware. Rebuilt tube end sections shall consist of machining faces of all tube ends parallel and concentric.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 193' of 3" x 1-11/16" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 193' of 8" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass assembly.
11. Rebuild Layne & Bowler Head: Sand blast and epoxy coat pump head. Rebuild Layne & Bowler pump head assembly with 4 I 6SS head shaft and all necessary hardware for installation of pumping equipment and motor.
12. Rebuild Bowl Assembly: Rebuild 6 stage Flowise 12EMM bowl assembly. Replace all necessary materials including brass bushings, wear rings and 4l6SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of900 GPM @421' TOH 12CMC-6
14. Furnish and Install New Airline: Furnish and install 193' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 193' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment.
19. Demobilize: All equipment and crews used to complete proposed work.

TASK 3.6 Redlands Heights Well & Equipment Rehabilitation

1. Mobilize: All equipment and crews needed to complete proposed work.
2. Remove Pumping Equipment: Remove 321' of Oil-lube turbine pump equipment consisting of 6" x 2-1/2" x 1-1/2" column tube and shaft.
3. Tear Down and Inspect: Tear down and inspect pumping equipment for damage. Provide a detailed report of damages and recommendations for repair.
4. Video Log Well: Video log well after pumping equipment has been removed. Provide detailed report, recommendations for rehabilitation and 2 DVD copies to the City.
5. Wire Brush and Bail: Brush and bail well to bottom of 20" casing x 523'. Brush type will be decided based on well conditions and recommendations. All removed bailing materials must be disposed of offsite. Note: Estimate 32 hours of downhole work. City will consult with the contractor to determine and finalize hours based on well condition.
6. Video Log Well: Video log well post brush and bail. Provide 2 DVD copies to the City.
7. Rebuild Tube and Shaft Assembly: Rebuild 303' of 2-1/2" x 1-1/2" tube and shaft assembly with all new bearings, couplings and any other needed hardware.
8. Furnish and Install New Tubing and shaft assembly: Furnish and install entire tube and shaft assembly consisting of 303' of 2-1/2" x 1-1/2" steel tubing and shaft.
9. Furnish and Install New Column Pipe: Furnish and install 303' of 6" schedule 40 steel column pipe. Include all necessary couplings.
10. Rebuild Stretch Brass Assembly: Rebuild stretch brass.
11. Rebuild Layne & Bowler Head: Sand blast and epoxy coat pump head. Rebuild Layne & Bowler pump head assembly with 416SS head shaft and all necessary hardware for installation of pumping equipment and motor.
12. Rebuild Bowl Assembly: Rebuild 6 stage Goulds 12WALC bowl assembly. Replace all necessary materials including brass bushings, wear rings and 416SS shafting.
13. Furnish And Install New Bowl Assembly: Supply new Goulds pump bowl assembly or City approved equal capable of meeting pumping conditions of 600 GPM @ 370' TDH. 12WALC-6
14. Furnish and Install New Airline: Furnish and install 303' of continuous 1/4" stainless steel airline with direct read gauge airline to be banded every 20' with stainless steel bands.
15. Install Oil lube Turbine Pumping Equipment: Install 321' of oil lube turbine pumping equipment. Restore well site to pre-rehabilitation condition. Provide all necessary gaskets and needed hardware.
16. Perform Start Up Wire Motor Test Rotation: Perform start up, wire motor, test rotation.
17. Pump Performance Testing: Perform pump performance testing and provide detailed report to city. Provide all associated install information, pump curve, NSF certification, installation sheet, drawings, work logs and test reports. Test reports to include AMP/voltage, Rossum sand test, Motor temp & vibration, flow & pressure, static, pumping and drawdown water levels.
18. Provide as built drawing: Provide as built of pumping equipment.
19. Demobilize: All equipment and crews used to complete proposed work.

ATTACHMENT 2

EXHIBIT "C" FEE SCHEDULE

REVISED BID SCHEDULE

FY 21/22		
Task 1.1 - Airport Well	$	124,907.16
Task 3.4 - S.B. MUNI Well (Revised per 1st Amendment)	$	314,000.00
Task 1.3 - E.L. 3 Well	$	35,010.00
Task 1.4 - E.L. 6 Well	$	67,850.00
Task 1.5 - N. Orange 1 Well	$	128,460.00
Task 1.6 - Well 31A	$	235,814.99
Task 1.7 - Well 32	$	78,537.01
Task 1.8 - Booster 2310	$	95,475.00
Task 1.9 - Booster 2311	$	128,823.00
Total	$	1,208,877.16
FY 22/23		
Task 2.1 - Madeira	$	119,058.00
Task 2.2 - Mentone 2	$	138,502.26
Task 2.3 - Well 38	$	123,230.00
Task 2.4 - Well 39	$	133,030.00
Task 2.5 - New York St.	$	111,050.00
Task 2.6 - Well 11	$	64,180.00
Task 2.7 - Well 36	$	91,421.92
Total	$	780,472.18
FY 23/24		
Task 3.1 - Airport 2	$	133,760.00
Task 3.2 - Mill Creek 2A	$	67,200.00
Task 3.3 - Rees	$	112,640.00
Task 1.2 - Church St. (Rescheduled per 1st Amendment)	$	139,303.94
Task 3.5 - Mill Creek 4	$	61,570.00
Task 3.6 - Redlands Heights	$	73,622.00
Total	$	588,095.94
PROJECT TOTAL	**$**	**2,577,445.28**

City Council/Successor Agency Meeting **L. 4.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreement with CDM Smith, Inc. for the Joint Utilities Laboratory Expansion Preliminary Design for an amount not-to-exceed $270,990; and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of a Professional Services Agreement with CDM Smith, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve a Professional Services Agreement with CDM Smith, Inc. for the Joint Utilities Laboratory Expansion Preliminary Design for the amount not-to-exceed $270,990.

RECOMMENDATION:

Staff recommends City Council determine approval of a Professional Services Agreement with CDM Smith, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends approval of a Professional Services Agreement with CDM Smith, Inc. for the Joint Utilities Laboratory Expansion Preliminary Design for the amount not-to-exceed $270,990.

DISCUSSION:

The Redlands Joint Utilities Laboratory (JUL) is an Environmental Laboratory Accreditation Program (ELAP) accredited facility that analyzes water, wastewater, and biosolids samples collected throughout the City. The JUL facility was originally constructed in 1988 and has not been expanded or upgraded, although regulatory agency testing requirements have significantly increased since then. The facility must be expanded soon to allow for the placement of additional test equipment and sample storage areas.

On March 14, 2023, MUED issued a Request for Proposals to prepare a supplemental facility condition assessment report for the JUL. On April 04, 2023, the City received one (1) proposal from CDM Smith, Inc. (CDM Smith). In accordance with Chapter 2.16.180 of the Redlands Municipal Code, a City staff selection committee determined CDM Smith, who employs a licensed architect specializing in testing laboratory design, is qualified for this project. CDM Smith has successfully completed several laboratory facility design projects of similar scope and size.

Staff negotiated a reasonable design services fee and recommends City Council approval of a Professional Services Agreement with CDM Smith for an amount not-to-exceed $270,990. Approval of this Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, as the proposed action does not have the potential to cause any significant environmental impact.

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:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Jungjoon Park, Laboratory Manager

Fiscal Impact

Fiscal Year:	FY 22/23
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$150,990
Budgeted Y/N:	Yes
Account No.:	521910

Discussion:

There is no fiscal impact associated with this action. Sufficient funding for this project is included in the Fiscal Year 22/23 Wastewater Projects (521910) Budget.

Fiscal Year:	FY 22/23
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$120,000
Budgeted Y/N:	Yes
Account No.:	501910

Discussion:

There is no fiscal impact associated with this action. Sufficient funding for this purchase is included in the Fiscal Year 22/23 Water Projects (501910) Budget.

Attachments

CDM Smith Professional Services Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Joint Utilities Laboratory Expansion Preliminary Design Services ("Agreement") is made and entered in this 6th day of June, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and CDM Smith, Inc. a corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Joint Utilities Laboratory Expansion Preliminary Design services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

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

4.2 Consultant shall complete the Services by June 30, 2024, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for the Consultant's performance of the Services shall not exceed the amount of Two Hundred Seventy Thousand Nine Hundred Ninety ($270,990). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Proposal") which is attached hereto and incorporated herein by reference.

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

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

CITY:	CONSULTANT:
City Clerk	Alberto Acevedo, Vice President
City of Redlands	CDM Smith, Inc.
35 Cajon Street	46 Discovery, Suite 250
P.O. Box 3005 (mailing)	Irvine, CA 92618
Redlands, CA 92373	Email: acevedoa@cdmsmith.com
jdonaldson@cityofredlands.org	Phone: (949) 930-7252
Phone: (909) 798-7531	Fax: (949) 515-9160

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements

evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

CDM SMITH, INC.

By: _____
Alberto Acevedo, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

CDM Smith will prepare the Draft and Final SFCAR. This work will include completion of the following tasks to meet the requirements in the RFP. Below we provide the scope of work and approach to complete each task.

Task 1 - Project Management

Project Manager (PM) **Brian Leto** will serve as the primary point of contact for the City and will lead management activities to complete the project. Project management functions to be performed include:

- Setting up project in Oracle to track cost (earned value), personnel utilization, and schedule delivery status
- Setting up ProjectWise folder to manage records and files
- Preparing for and conduct kick-off meeting
- Conducting a combined stakeholders input meeting, site/building condition survey, and evaluation
- Preparing monthly invoices and technical progress reports summarizing work completed, upcoming deliverables, and any issues requiring decisions or actions
- Checking that quality procedures are conducted in accordance with our Quality Control Plan
- Preparing for and conduct the following workshops:
  - Workshop #1 – Present a summary of the existing Preliminary Design Report (PDR) and potential modifications to the document
  - Workshop #2 – Work collaboratively with laboratory staff to finalize updates for new space requirements, structural modifications, and equipment; discuss future staff needs and requirements and equipment to be salvaged
  - Workshop #3 – Present the Draft SFCAR
  - Workshop #4 – Present the Final SFCAR
- Conducting virtual monthly meetings between the City's PM and CDM Smith's PM to discuss progress (technical meetings may be in person or virtual pending on the discipline[s] that will be covered)
- Preparing meeting agendas
- Providing draft meeting minutes for review and comment
- Coordinating and conduct technical review meetings by discipline
- Preparing written responses to the City's comments on each submittal within one week of receipt

Deliverables:

- Project deliverable schedule and monthly project updates
- Meeting agenda and meeting minutes
- Monthly invoices and progress status reports
- Schedule kick-off meeting, technical meetings, site visits and review workshops

Task 2 – Information Gathering and Review

The CDM Smith team will review all available information, including record drawings, design reports, and physical site evaluation reports. We will also review the existing PDR from 2021 and conceptual design drawings (30% submittal). Our team will focus on the following activities:

- Evaluating the existing PDR – 30% submittal
- Gathering other data related to existing drawings and specifications as provided by the City. This information will serve as a basis for developing base drawings and an understanding of the existing building systems. Data to be provided includes:
  - Electronic drawing files
  - Site survey
  - As-built drawings and specifications
  - Previous reports and assessments
  - The contractor is responsible for all research interviews, and investigation required for the project.
- Conducting physical condition assessment for preparation of the SFCAR
- Site assessment and field data gathering will be performed by the PM, lab specialist architect, senior architect, and structural, mechanical, and electrical leads. The assessment will focus on the systems associated with office space and laboratory functions and not the systems associated with the administrative functions. Also, the lab specialist architect will require the City's laboratory staff to provide operational information about workflow and critical lab areas of concern during the site visit.
- Organizing a project kick-off meeting, coupled with a Condition Assessment Review Workshop with stakeholders to review and discuss the preliminary findings and review of previous reports and drawings. Define present and future needs.
- Organizing a stakeholder meeting/workshop to specifically focus on furniture, casework, equipment, and additional staff needs

Deliverables:

- Physical survey data
- Summary of technical data reviewed
- Workshop #1 – Review existing PDR

Task 3 – Evaluation of Existing PDR and Proposed Modifications

This task involves preparing a technical memorandum (TM) for City staff on our findings and recommendations, including a preliminary program for adequate space requirements for staff, laboratory process and material flow, operational adjacencies, and an overall facility layout. The TM will include, but not to be limited to:

- Condition assessment of the existing building documenting current lab activities, systems, and equipment
- Code of Record of applicable codes, criteria, and project requirements
- Program and schematic designs of the renovations and additions to the building and required upgrades to the equipment, laboratory furniture, and systems to comply with current safety, building code, and environmental standards

- Conceptual drawings of the laboratory and support spaces showing new casework, including benchtops, equipment, and support system
- Review and analysis of previous reports and drawings, highlighting additions and comments

Deliverables:

- Workshop #2 – New space requirements and modifications to address future staff needs and requirements

Task 4 – Draft Supplemental Facility Condition Assessment Report

In this task, the CDM Smith team will prepare the Draft SFCAR and present the City with:

- Renovation and expansion recommendations/options/issues
- Conceptual drawings
- Renderings of the expanded facility
- A draft report will be provided to City staff for review and comment. The draft report will be based on a summary of the investigations and will include key recommendations categorized by priority, criticality, and remaining useful life of assets, per discussions with City staff. This will be the basis for the on-site Conceptual Design/Planning Workshop #3 in terms of key issues and remaining potential conflicts.

Conducting an on-site Conceptual Design Workshop with stakeholders will be critical and an extremely important tool to complete the Final SFCAR because it:

- Involves client stakeholders in the decision-making process and lets the stakeholders see unintentional consequences and impacts of the ideas/items they request in real time
- Puts designers, client stakeholders, and project management on the same page; one key place where construction and phasing issues are front and center early in the design phase
- Addresses issues that may arise between the request for proposal and the kick-off meeting, implications of as-built conditions discovered during the site visit, and the scope of work versus the construction budget
- Allows for the discussion of key issues and investigation of problem-solving solutions done on the screen with computer – early consensus on design and program is reached
- The PM, senior architect and junior architect will be present on-site with the stakeholders, and other members of the project team will participate virtually.

Deliverables:

- Draft SFCAR
- Draft conceptual design drawings
- Workshop #3 – Present and review of the Draft SFCAR

Task 5 – Final Supplemental Facility Condition Assessment Report

Based on the results of the Conceptual Design and Planning Workshop in Task 4, CDM Smith will prepare a Final SFCAR documenting final renovation/expansion, 30% design drawings, and program decisions. This report will describe the building systems required to accommodate the functional requirements of the laboratory. The report will include, but is not limited to the following sections:

- Executive Summary
- Project Background and Purpose

- Design Criteria (description of each building system, including architectural, mechanical, electrical, and fire protection)
- Building Code Key Determinations (code analysis including occupancy, type of construction, and life safety egress requirements)
- Opinion of Construction Cost (Class 1)
- Preliminary Construction Phasing

Deliverables:

- Final SFCAR
- Final conceptual design drawings

Workshop #4 – Present and review the Final SFCAR

EXHIBIT "B"

PROJECT SCHEDULE

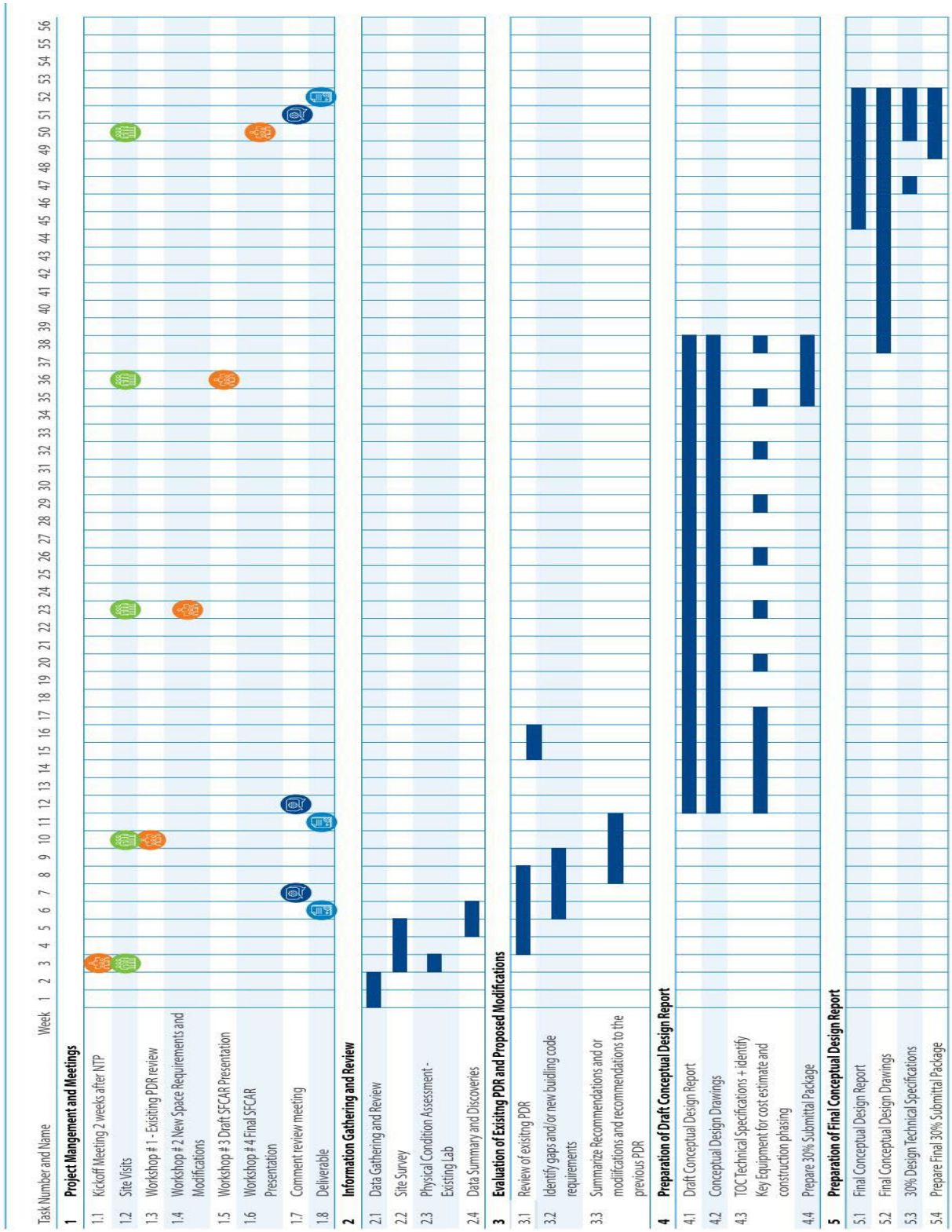


EXHIBIT "C"

FEE PROPOSAL

TASKS		Total Hours	Fees			
			CDM Smith Labor Fee	Other Direct Costs	Surveying Services	Total Fees
1	Project Mangement and Meetings	280	$ 58,980	$ 5,500	$ -	$ 64,480
1-1	Project Oracle Set-Up	12	$ 2,600			$ 2,600
1-2	Project Kickoff Meeting (4 hours)	30	$ 7,050	$ 500		$ 7,550
1-3	Montlhy PM Update Meetings (12 @ 30 min ea)	8	$ 2,430			$ 2,430
1-4	Technical Meetings (6 @ 3 hours ea)	50	$ 10,510			$ 10,510
1-5	Workshop # 1 - Exisiting PDR review	42	$ 8,230	$ 1,250		$ 9,480
1-6	Workshop # 2 New Space Requirements and Modifications	26	$ 5,690	$ 1,250		$ 6,940
1-7	Workshop # 3 Draft PDR Presentation	46	$ 9,070	$ 1,250		$ 10,320
1-8	Workshop # 4 Final PDR Presentation / Validation	36	$ 7,880	$ 1,250		$ 9,130
1-9	Invoicing Preparation	30	$ 5,520			$ 5,520
2	Information Gathering and Review	124	$ 24,120	$ -	$ 6,800	$ 30,920
2-1	Data Gathering and Review	86	$ 17,590		$ 6,800	$ 24,390
2-3	Data Summary and Discoveries	38	$ 6,530			$ 6,530
3	Evaluation of Exisitng PDR and Proposed Modifications	126	$ 22,990	$ -	$ -	$ 22,990
3-1	Review of exisitng PDR	53	$ 9,795			$ 9,795
3-2	Identify gaps and/or new buidling code requirements	30	$ 5,830			$ 5,830
3-3	Summarize Recommendations and or modiifcations and recommendations to the previous PDR	43	$ 7,365			$ 7,365
4	Preparation of Draft Conceptual Design Report	588	$ 94,270	$ -	$ -	$ 94,270
4-1	Draft Conceptual Design Report	108	$ 18,900			$ 18,900
4-2	Conceptual Design Drawings	364	$ 53,870			$ 53,870
4-3	Technical Specifications	70	$ 12,330			$ 12,330
4-4	Prepare 30% Submittal Package	48	$ 9,170			$ 9,170
5	Preparation of Final Conceptual Design Report	362	$ 58,330	$ -	$ -	$ 58,330
6-1	Final Conceptual Design Report	83	$ 15,470			$ 15,470
6-2	Final Conceptual Design Drawings	219	$ 32,910			$ 32,910
6-3	30% Design Technical Specifications	26	$ 4,300			$ 4,300
6-4	Prepare Final 30% Submittal Package	34	$ 5,650			$ 5,650
Totals		**1,480**	**$ 258,690**	**$ 5,500**	**$ 6,800**	**$ 270,990**

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

_____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.

CDM SMITH, INC.

By:_____ Date: _____

Alberto Acevedo, Vice President

City Council/Successor Agency Meeting **L. 5.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8477 amending Resolution No. 8081 approving the First Amendment to the Agreement with Quinn Company to increase the total compensation for an amount not to exceed $739,500 for the provision of maintenance and service for heavy duty off-road equipment (Assistant City Manager Boatman)

MOTION(S):

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

I move that the City Council adopt Resolution No. 8477 amending Resolution No. 8081 and approving the First Amendment to the Agreement with Quinn Company to increase the total compensation for an amount not to exceed $739,500 for the provision of maintenance and service for heavy duty off-road equipment.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 8477 amending Resolution No. 8081 and approving the First Amendment to the Agreement with Quinn Company to increase the total compensation for an amount not to exceed $739,500 for the provision of maintenance and service for heavy duty off-road equipment.

DISCUSSION:

The City of Redlands Facilities and Community Services Department's Equipment Maintenance Division oversees the maintenance of approximately 470 vehicles and the City's fuel station. In June 2020, the City Council approved an agreement with Quinn Company for the maintenance and service for heavy duty off-road equipment.

Due to required repairs on several heavy duty vehicles specifically supporting the Solid Waste and Landfill division, staff is requesting an amendment to the agreement in order to increase compensation for the second and last extended term of the agreement by $126,000 to a not-to-exceed amount of $330,500, resulting in a total three-year agreement amount not-to-exceed amount of $739,500.

ALTERNATIVES:

City Council may elect not to approve Resolution No. 8477 and the First Amendment with Quinn Company. However, this action will adversely affect the division's ability to service the City's equipment.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

EVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Tricia Swope, Manager, Facilities & Community Services

Fiscal Impact

Fiscal Year: FY 2022-23
Budgeted Y/N: Y
Account No.: 607900
Discussion:
Sufficient funding for this service is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2022-23 as approved by City Council.

Attachments

A. Resolution No. 8477
B. Resolution No. 8081
C. First Amendment with Quinn
D. Agreement with Quinn Company

RESOLUTION NO. 8477

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING RESOLUTION NO 8081 REGARDING AN AGREEMENT WITH QUINN COMPANY FOR THE CITY'S FACILITIES AND COMMUNITY SERVICES DEPARTMENT FOR FISCAL YEAR 2022-23

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, on June 16, 2020, the City Council of the City of Redlands approved Resolution No. 8081 approving an agreement with Quinn Company for a period of one year, with options for two additional one-year terms; and

WHEREAS, there is a need to amend the agreement with Quinn Company due to increased vehicle repairs; and

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

Section 1. Section 7 of Resolution No. 8081 is hereby amended to read as follows:

"Section 7. The City Council hereby approves an agreement with Quinn Company for the provision of maintenance and service for heavy duty off-road equipment in an amount not to exceed $204,500 for the initial term of one year, with an additional one-year renewal option in an amount not to exceed $204,500 and a second one-year renewal option in an amount not to exceed $330,550 bringing the total to an amount not to exceed $739,500."

Section 2. The Agreement with Quinn Company attached as Exhibit C to Resolution No. 8081 is modified as set forth in Exhibit A ("First Amendment to Agreement with Quinn Company"), attached hereto and incorporated by reference herein and is hereby approved by the City Council.

ADOPTED, SIGNED AND APPROVED this 6th day of June, 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 6th day of June, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
FIRST AMENDENT TO AGREEMENT WITH QUINN COMPANY

RESOLUTION NO. 8081

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 2020-21

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 2020-21, to support City operations and in accordance with the City's purchasing policy, the following sole/single source purchase order requests, cooperative purchase orders, and agreements have been prepared for the City Council's consideration and are attached hereto as Exhibits "A," "B," and "C," respectively;

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

Section 1. The City Council hereby approves the sole/single source purchase order requests for Fiscal Year 2020-21 with Rush Truck Centers c/o Interstate Billing Services, San Bernardino County Landfill, Ray Gaskin Service Inc., Amrep, and Clean Energy Cryogenics, a subsidiary of Clean Energy.

Section 2. The City Council hereby approves the intergovernmental/piggyback (cooperative) purchase order with Superior Automotive Warehouse c/o 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 agreement with AW Associates, Inc., for fuel site Designated Operator, maintenance, and repair services in an amount not to exceed $64,330 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $192,990.

Section 4. The City Council hereby approves an agreement with Bronson Investments, Inc., for the provision of lift equipment maintenance and repair in an amount not to exceed $116,003.98 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $348,011.

Section 5. The City Council hereby approves an agreement with Fairview Ford Sales Inc., for the provision of auto body repair services in an amount not to exceed $73,880.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $221,640.

Section 6. The City Council hereby approves an agreement with On Power Industries for the provision of generator repair service and preventative maintenance in an amount not to

exceed $30,530 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $91,590.

Section 7. The City Council hereby approves an agreement with Quinn Company for the provision of maintenance and service for heavy duty off-road equipment in an amount not to exceed $204,500 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $613,500.

Section 8. The City Council hereby approves an agreement with Wastebuilt Environmental Solutions, LLC for the provision of solid waste refuse collection truck parts in an amount not to exceed $129,370.10 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $388,110.30.

Section 9. The City Council hereby approves the single source purchase orders with Rush Truck Centers c/o Interstate Billing Services, San Bernardino County Landfill, Ray Gaskin Service Inc., Amrep, Clean Energy Cryogenics, a subsidiary of Clean Energy; the cooperative purchase order with Superior Automotive Warehouse c/o Napa Auto Parts; and the agreements/purchase orders with AW Associates, Inc., Bronson Investments, Inc., Fairview Ford Sales, Inc., On Power Industries, Quinn Company, and Wastebuilt Environmental Solutions LLC, are approved.

Section 10. The City Council hereby determines that the approval of the five (5) sole/single source purchase orders, one (1) cooperative purchase order, and six (6) agreements 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 16th day of June, 2020

_____
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 regular meeting thereof held on the 16th day of June, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit "A"

Sole/Single Source Purchase Orders

Staff is requesting approval for the annual purchase orders for the following sole/single source vendors for the not-to exceed amounts as described below.

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 away 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 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 $121,000 is based on historical expenditures

Collection of Bulky Solid Waste Items

Vendor	Purchase Order Request
San Bernardino County	$121,000

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 2103. Using another source would cause significant delays in repairs and substantially higher rates for technicians and higher cost for parts, resulting in extended downtime in LCNG sales.

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 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 closet vendor is Ruckstell California Sales Co in Fresno, CA, 279 miles away from the corporate yard.

Original Equipment Manufacturer (OEM) New Way Parts

Vendor	Purchase Order Request
Ray Gaskin Service Inc.	$200,129.23

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.

Original Equipment Manufacturer (OEM) New Way Parts

Vendor	Purchase Order Request
Amrep	$100,000

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 (formally the National Joint Powers Alliance or NJPA). 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.

Staff is recommending the that the City Council approve the Sourcell (NJPA) cooperative purchase order with Napa Auto Parts through the Sourcewell Contract Number 062916-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.

Supply of As-needed Auto Parks

Vendor	Purchase Order Request
Superior Automotive Warehouse c/o Napa Auto Parts	$121,000

Exhibit "C"
Annual Agreements

AW Associates, Inc.

Bronson Investments, Inc.

Fairview Ford Sales, Inc.

On Power Industries

Quinn Company

Wastebuilt Environmental Solutions, LLC

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This First amendment ("First Amendment") to the agreement for the provision for heavy duty off-road equipment ("Agreement"), dated June 16, 2020, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Quinn Company, a California corporation ("Contractor"), is made and entered into this 6th day of June, 2023.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically the payments to contractor;

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article 5 of the Agreement, entitled "Payments to Contractor," is hereby amended to read as follows:

The compensation for Contractor's performance of the Services shall not exceed the amount of Two Hundred Four Thousand Five Hundred Dollars ($204,500) for the Services provided during the Initial Term. The compensation for Contractor's performance for the Services shall not exceed the amount of Two Hundred Four Thousand Five Hundred Dollars ($204,500) for the first Extended Term; and Three Hundred Thirty Thousand Five Hundred Dollars ($330,500) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Seven Hundred Thirty-Nine Five Hundred Dollars ($739,500).

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of June 6, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

QUINN COMPANY

By: _____
Scott Ashley, PSSR

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of maintenance and service for heavy duty off-road equipment ("Agreement") is made and entered in this 16th day of June, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Quinn Company ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 Effective July 1, 2020, City hereby engages Contractor to perform maintenance and service for heavy duty off-road equipment services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

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

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The effective term of this Agreement shall be for a period of one (1) year from July 1, 2020 through June 30, 2021 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any

Extended Term. The Initial Term and the Extended Terms are collectively referred to herein as the "Term" of this Agreement.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of Two Hundred Four Thousand Five Hundred Dollars ($204,500) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of Two Hundred Four Thousand Five Hundred Dollars ($204,500) for the first Extended Term; and Two Hundred Four Thousand Five Hundred Dollars ($204,500) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Six Hundred Thirteen Thousand Five Hundred Dollars ($613,500). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

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

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

City	Contractor
City Clerk	Scott Ashley, PSSR
City of Redlands	Quinn Company
35 Cajon Street	800 E. La Cadena
P.O. Box 3005 (mailing)	Riverside, CA 92507
Redlands, CA 92373	Scott.Ashley@quinncompany.com
jdonadlson@cityofredlands.org	(951) 686-4560
(909) 798-7531	(951) 276-8327 Fax

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

CITY OF REDLANDS

By: _____
Paul W. Foster, Mayor

QUINN COMPANY

By: _____
Scott Ashley, PSSR

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Contractors shall perform preventative maintenance and repair services that include, but are not limited to, work on brakes, suspension, heat/air conditioning systems, electrical systems, minor engine repair, and other repairs normal and customary for routine repair of a commercial heavy duty off-road fleet.

- Ability to have a turnaround time of two (2) business days for PM services and routine repair as a result of the PM Service. Otherwise approved by Fleet Supervisor.

- The technician must include observations and explanations for any further needed repairs and must seek approval by the Fleet Supervisor before repairs are made.

- Original Equipment Manufacturer (OEM) parts must be used.

- Work collaboratively with staff to meet the following key components of the vehicle maintenance program:

    - Comprehensive, preventative maintenance schedule.
    - Full utilization of standard warranty coverage
    - Customer service responsiveness to maximize cost efficiencies, minimize unscheduled repairs and down time.
    - A preventative Maintenance Service checklist shall be completed by the technician and attached to the invoice submitted to the City for every vehicle serviced.

PM SERVICE - OFF-ROAD HEAVY EQUIPMENT (CATERPILLAR)

INSPECTION CHECK LIST

Every 250 Service Hours or Monthly

- Axle universal joint (rear)
- Cooling system coolant additive (DEAC)
- Differential oil level (front)
- Differential oil level (rear)
- Engine oil and filter
- Extendable stick
- Final drive oil level (front)
- Final drive oil level (rear)
- Kingpin bearings (rear)
- Sideshift stabilizer wear pads
- V-belts

Every 500 service hours or 3 months for machines used in severe applications

- Differential oil (rear)

Every 1000 service hours or 6 months

- Differential oil (front)
- Differential oil (rear)
- Engine valve lash
- Final drive oil (front)
- Final drive oil (rear)
- Rollover protective structure (ROPS)
- Transmission magnetic screen
- Transmission oil
- Wheel bearings (front)

Every 2000 service hours or 1 year

- Engine valve lash
- Hydraulic system oil

Every 3000 service hours or 2 years

- Cooling system coolant (DEAC)
- Cooling system coolant extender
- Cooling system water temperature regulator

Every 6000 service hours or 4 years

- Cooling system coolant (ELC)

EXHIBIT "B"
(Price and Fee Bid)

Maintenance and Service for Heavy Duty Off-Road Equipment

ANNUAL ESTIMATES				
Description Type	**Estimated Quantity**	**Price Per Service**	**TOTAL AMOUNT**	
	(A)	(B)	(C)	
			(A) x (B) = (C)	
1. PM Hourly Rate	200	$ 165.00 p/hour	$ 33,000.00	1C
2. Standard Repair Hourly Rate	200	$ 140.00 p/hour	$ 28,000.00	2C
3. Overtime Hourly Rate	80	$ 225.00 p/hour	$ 18,000.00	3C
4. Field Labor Rate	80	$ 165.00 p/hour	$ 13,200.00	4C
5. Emergency Call Hourly Rate	40	$ 225.00 p/hour	$ 9,000.00	5C
6. Fabrication Hourly Rate	20	$ 165.00 p/hour	$ 3,300.00	6C
		Subtotal:	$ 104,500.00	
	Est'd Net Cost of Parts	Bidder's mark-up percentage (ex: 10%, 15%, 25%)	TOTAL AMOUNT (see **Note 1**)	
	(A)	(B)	(C)	
			(A) x (B) + (A) = (C)	
7. Parts	$100,000	0%	$ 100,000.00	7C
		GRAND TOTAL: (1C) THRU (7C)	**$ 204,500.00**	

PARTS (discount on Parts Costs)

Name of Flat Rate Manual (if applicable): N/A

Name of Parts Price Sheet (if applicable): N/A

Note 1: **Example of Calculating the Bidder's Total Amount:** The estimated net cost of One Hundred Thousand Dollars ($100,000) **(A)** at a Bidder's mark-up percentage 5% **(B), plus the estimated net cost (A),** will result in a Total Price of One Hundred Five Thousand Dollars ($105,000) **(C) ($100,000 x 5%) +$105,000).**

Note 2: The above *quantities for labor and parts are estimates* used for bid purposes. The Equipment Maintenance Division will not guarantee a minimum of labor and parts for the work.

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

QUINN COMPANY

By: _____
Scott Ashley, PSSR

Date: 6-11-20

City Council/Successor Agency Meeting **L. 6.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Public Works Contract with F.M. Thomas Air Conditioning, Inc. for an amount not-to-exceed $193,050 for the A.K. Smiley Public Library Boiler Replacement Project, and determine that the project is exempt from environmental review pursuant to Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act (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 that the City Council determine that approval of the Public Work Construction Contract with F.M. Thomas Air Conditioning, Inc. for the A.K. Smiley Public Library Boiler Replacement Project is exempt from environmental review pursuant to Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve an award of the public works construction contract to F.M. Thomas Air Conditioning, Inc. in the amount of $193,050 for the A.K. Smiley Public Library Boiler Replacement Project.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the Public Work Construction Contract is categorically exempt from environmental review in accordance with Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council approve an award of contract with F.M. Thomas Air Conditioning, Inc., for an amount not-to-exceed $193,050 for the A.K. Smiley Public Library Boiler Replacement Project No. FCS03072023JN.

DISCUSSION:

A.K. Smiley Public Library (Library) as a historical institution has served generations of patrons in the City of Redlands and beyond for over a century. The Library's mechanical infrastructure was upgraded in 1990 and has been maintained by the City. The existing boiler system has reached the end of its useful life and is no longer efficient. As a result, the Library has experienced serious malfunctions, hot water outages, higher operating costs, and a reduced level of service for its patrons. The boiler replacement proposed by the city staff is a critical infrastructure improvement that will enhance the Library's ability to provide a safe and comfortable environment for patrons and staff.

City staff conducted an inspection in early 2022 and confirmed that the existing boiler and all related appurtenances are at a point where repairs are neither feasible nor sustainable. In June of 2022, staff proceeded with issuing a request for proposals (RFP) for the design of a boiler system. The project design RFP was followed by a request for bids (RFB) for construction. The scope of the project consists of the removal and replacement of the existing boiler, boiler pumps, expansion tanks, new piping within the room, and reconnection of existing power to the new boiler and boiler pumps. Design West Engineering prepared the plans and specifications, and city staff advertised the project on April 6, 2023. The City Clerk's office received and opened two (2) bids for the project on April 26, 2023. The bids were reviewed by staff to determine if they were responsive to bid requirements. Based on the attached bid analysis, F.M. Thomas Air Conditioning, Inc. is the lowest responsive and responsible bidder. Therefore, it is recommended that the City Council award a Public Work Construction Contract to F.M. Thomas Air Conditioning, Inc., for an amount not-to-exceed $193,050.

The following three (2) Project bids were received before the submittal deadline:

BID OPENING REPORT SUMMARY	
BIDDER	**BID AMOUNT**
1. BT Construction	* $138,158.90
2. F.M. Thomas Air Conditioning, Inc.	$193,050.00

* An arithmetic error was discovered in the bid proposal. Bid Item #1 and #2 were not correctly totaled, the total bid amount was corrected based on the given unit price and highlighted in the attached bid analysis to identify arithmetic errors.
The bidder was considered non-responsive because they did not provide the appropriate specialty license, either for themselves or for their sub-contractor, and did not demonstrate sufficient qualifying experience in construction of at least three projects of a type similar in magnitude and character.

Furthermore, the project is categorically exempt from environmental review in accordance with Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the project involves removal and replacement of existing facilities involving negligible or no expansion of capacity.

ALTERNATIVES:

The City Council may elect not to approve the award of the Public Work Construction Contract and direct staff accordingly.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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:
Jawad Naderi, Associate Engineer

Fiscal Impact

Fiscal Year:	FY 2023-24
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	101190-8501

Discussion:

The FY 2021-22 budget included $350,000 for boiler replacement costs, which has been carried over to the current fiscal year. The total cost of the project will be $212,355.00 ($193,050 plus a 10% contingency).

Attachments

Public Work Contract
Bid Opening Report
Bid Analysis

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 6th day of June, 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 F.M. Thomas Air Conditioning, Inc. (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: **A K Smiley Public Library Boiler Replacement Project**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **A K Smiley Public Library Boiler Replacement Project, FCS03072023JN** (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of One hundred ninety-three thousand and fifty dollars ($193,050.00) 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Thomas Feyka_____
Name of Contractor

By:_____
Signature of Authorized Agent

President_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
A K Smiley Public Library Boiler Replacement Project
FCS03072023JN

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

Dated this _____ day of _____, 2023.

F.M. Thomas Air Conditioning, Inc.
(Contractor)

_____
(Signature)
President_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and F.M. Thomas Air Conditioning, Inc. (hereinafter designated as "Principal") have entered into an agreement dated June 6th, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as A K Smiley Public Library Boiler Replacement Project and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of One hundred ninety-three thousand and fifty dollars ($193,050.00) 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 _____, 2023.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and F.M. Thomas Air Conditioning, 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 June 6th, 2023, and identified as A K Smiley Public Library Boiler Replacement Project, FCS03072023JN 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 hundred ninety-three thousand and fifty dollars ($193,050.00) 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 _____, 2023.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
	BY:
_____	_____
(Signature)	(Signature)
	Address:_____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **26th day of April 2023 at 3:00 p.m.** on behalf of the Facilities and Community Services Department for **A.K. Smiley Public Library Boiler Replacement Project – Project No. FCS03072023JN**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (None issued)	Total Bid Amount
1	BT Construction Company, San Dimas, CA	Yes	Yes	N/A	$138,258.90
2	F.M. Thomas Air Conditioning, Brea, CA	Yes	Yes	N/A	$193,050.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Jawad Naderi

CITY OF REDLANDS
FACILITIES AND COMMUNITY SERVICES DEPARTMENT
BID ANALYSIS

PROJECT NO.FCS03072023JN — BID DATE: 26-Apr-2023
A K SMILEY PUBLIC LIBRARY BOILER — EST. START DATE: 20-Jun-2023

Item No.	Bid Item	Quantity	Unit	BT Construction		FM Thomas Air Conditioning Inc	
				Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of Total Base Bid Price)	1	LS	$6,912.95	$6,912.95	$9,502.00	$9,502.00
2	Installation per plans, plan dated 03/01/2023	1	LS	$131,245.95	$131,245.95	$183,548.00	$183,548.00
	Total Bid Schedule				**$138,158.90**		**$193,050.00**

Addition error, bid item #1 and #2 are not totaled correctly.

City Council/Successor Agency Meeting **L. 7.**

DATE: 06/06/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration and re-introduction of ORDINANCE No. 2922, AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING, and a determination that the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

The following motion includes the Ad Hoc Committee's suggested changes, including the ability to confiscate food when it is determined by the City's enforcement officer that there is an immediate threat to public health and safety:

1. I move to re-introduce Ordinance No. 2922, titled, AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING and determine that the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

OR,

The following motion includes the Ad Hoc Committee's suggested changes but excludes the ability to confiscate food when it is determined by the City's enforcement officer that there is an immediate threat to public health and safety.

2. I move to re-introduce Ordinance No. 2922, titled, AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING, excluding Section 12.45.60(D) which permits the confiscation of food if it is determined by the City's enforcement officer that there is an immediate threat to the public health and safety, and determine that the ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

RECOMMENDATION:

At the direction of the City Council at the April 4, 2023 meeting, a subcommittee was formed to provide further modifications to Ordinance No 2922. This ordinance will add Chapter 12.45 and amend Chapter 12.44 of the Redlands Municipal Code relating to the regulation of sidewalk vendors within the City. Furthermore, the adoption of Ordinance No. 2922 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The California Legislature passed Senate Bill 946 which prohibits cities from banning sidewalk vending outright or from otherwise restricting sidewalk vendors in the public right-of-way and in public parks. In recent years, the city has seen a trend in the operation of sidewalk vendors within the city limits. Currently, the City's Municipal Code does not contain regulations for the operation of sidewalk vendors.

On March 21, 2023, the City Council approved the introduction of an ordinance of the City of Redlands adding Chapter 12.45 and amending Chapter 12.44 to the Redlands Municipal Code to establish regulations governing sidewalk vending. On April 4, 2023 this item was brought back to the City Council to discuss a few minor revisions that were necessary for the new ordinance. Upon consideration of the item, the City Council agreed to delay the vote on the matter and authorized Mayor Pro Tem Barich and Council Member Guzman-Lowery to meet as an ad hoc committee to review the recommendations as provided by Maribel Nunez of the Inland Equity Community Land Trust and in partnership with ICIJ Coalition and report back to the City Council in May 2023.

The City Council ad hoc committee submitted their recommendations and recommended the following additional revisions to Ordinance No. 2922. The first section pertains to stationary sidewalk vendors, which is defined as a person who sells, offers to sell, operates, engages in, or carries on a food or

merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

Section 12.45.030 Stationary Sidewalk

B.5: Allow stationary sidewalk vendors to have a small shade structure.
Staff response: The previous draft prohibited shade structures because they commonly infringe on ADA path of travel. Staff has revised the draft to include an allowance for umbrellas so long as the placement does not limit ADA path of travel.
B.8: Allow stationary sidewalk vendors to operate a minimum of 200 feet from a farmers' market or special events, rather than 500 feet as originally drafted.
Staff response: The draft ordinance has been updated to require a distance requirement of 200 feet from a farmers' market or special events.
B.10: Allow stationary sidewalk vendors to operate on business area sidewalks so long as they do not block ADA accessibility.
Staff response: Staff has removed the reference to "Business Area Sidewalk" from the draft ordinance as the remaining provisions address ADA accessibility.
B.12: Allow stationary sidewalk vendors to operate within 100 feet of a school rather than 500 feet.
Staff response: The draft ordinance has been updated to require a distance requirement of 100 feet from a school.

Section 12.45.050 Roaming Sidewalk Vending

The section pertains to roaming sidewalk vendors, which is a vendor who moves from place to place and stops only to complete a transaction. The changes mirror the changes to Section 12.34.030 as noted above and thus, the draft ordinance has been updated to reflect the changes.

A.1: Revised the hours that roaming vendors may operate.

Staff response: For residential zones, the hours have been changed to "sunrise to sunset".

A.6: Allow roaming sidewalk vendors to operate a minimum of 200 feet from a farmers' market or special events, rather than 500 feet as originally drafted.

Staff response: The draft ordinance has been updated to require a distance requirement of 200 feet from farmers' markets or special events.

A.7: Vendors can operate on business area sidewalks so long as they do not block ADA accessibility.

Staff response: Staff has removed the reference to “Business Area Sidewalk” from the draft ordinance as the remaining provisions address ADA accessibility.

A.8: Allow roaming sidewalk vendors to operate within 100 feet of a school rather than 500 feet.

Staff response: The draft ordinance has been updated to require a distance requirement of 100 feet from a school.

Section 12.45.060 Administrative Fines

A: This section pertains to administrative fines that may be issued if an individual fails to comply with the provisions of the ordinance. The original draft mirrored state law. However, State law allows the fines to be modified so long as they do not exceed the limits permitted by State law.

1. For the first violation, the fine is eliminated and the City is required to issue a warning, regardless of the circumstances.
2. For the second violation, the fine is reduced from $100 to $50.
3. For the second violation, the fine is reduced from $200 to $100.
4. For the third violation, the fine is increased from $500 to $1000. However, state law limits the maximum fine to $500, so the draft has been modified to reflect the limit of **$500**.

Staff Response: The fine amount is a policy decision of the City Council so long as it is consistent with State law. Staff has modified the draft ordinance to reflect these changes.

D: Section D of the original draft included the ability for the City to confiscate food and equipment, which was intended for only those circumstances when repeat offenders refuse to comply. The committee's decision was split on this issue.

Councilmember Guzman-Lowrey's recommendation: Eliminate the section in its entirety. With this change, City staff would exclusively utilize administrative fines and would not be permitted to confiscate food or equipment, regardless of the circumstances.

Mayor Pro Tem Barich's recommendation: Eliminate the ability to confiscate equipment but retain the ability to confiscate food when there is an immediate threat to public health and safety. The draft ordinance includes this language so that Council may consider both options.

Staff Response: The City's ability to enforce regulations pertaining to sidewalk vending is included in State law but presents some unique challenges. In the case of traditional code enforcement (non-street vendors), an administrative fine is issued to an individual or business. The individual receiving the fine may then pay the fine or file an appeal. If the individual fails to pay the fine, the City may

collect by placing a lien on the real property associated with the violation. However, in the case of sidewalk vending, there is no property associated with the violation because this ordinance only pertains to parks and the public right-of-way, so the fine can only be collected directly from the individual or business.
However, there are limited options to validate a sidewalk vendor's identification. Thus, if the individual fails to pay, the City may have no ability to enforce the ordinance. Staff has encountered instances where vendors have continued to return despite repeated fines and warnings. Including the ability to confiscate food would provide staff with an additional option when there is an immediate threat to public health and safety and a vendor refuses to comply.

Other minor typographical changes are included in the latest draft and are shown in redline.

Adoption of the proposed ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. The ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment because there is no possibility that it may have a significant effect on the environment. The sidewalk vendors will operate within the existing public right of way pursuant to the regulations set forth in the attached ordinance which will ensure public safety and traffic control measures. In addition, the operation of these vendors within the existing public right of way will not result in the necessary expansion of existing facilities.

ALTERNATIVES:

The City Council may elect not to approve Ordinance No. 2922 with suggested revisions and provide staff with further direction.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Tabitha Kevari, Facilities & Community Services Assistant Director

Fiscal Impact

Fiscal Year: FY 2022-23

Appropriation Required Y/N: N

Budgeted Y/N: N

Discussion:

The City's code enforcement division consists of three full-time officers and one senior officer who work during normal City business hours. A significant number of the complaints received concern vendors operating at night or on weekends. The City is currently evaluating options to provide additional support during the night and on weekends. The specific costs are unknown at this time, but it is anticipated that additional support will be funded by the Facilities and Community Services operating budget.

Attachments

City Council Revisions

Redline Ordinance

Ordinance 2922

Sidewalk Vendor

Joann Barich

From: Jenna Guzman-Lowery <jguzmanlowery@cityofredlands.org>
Sent: Tuesday, May 9, 2023 9:35 AM
To: Paul Barich
Subject: Street Vendor Ordinance Revisions

Good morning Paul!

I apologize for the delay in sending this over. I will send it to Charlie as well, but I just wanted you to review what we had decided on Thursday.

12.45.030 Stationary Sidewalk
B.5
Allow them to have a small shade structure, take that portion out of the restrictions
B.8
Reduce 500 feet to 200 feet for farmers markets and special events
B.10
Vendors can operate on business area sidewalks so long as they DO NOT block ADA accessibility
B.12
Reduce 500 feet to 100 feet for schools

12.45.050 Roaming Sidewalk Vending
A.1
sunrise to sunset hours each day for ROAMING Vendors in residential areas
7:00 am to 2:00 am for stationary vendors where other businesses close same time, such as near bars, relative to appropriate zoning
A.6
Reduce 500 feet to 200 feet for farmers markets and special events
A.7
Vendors can operate on business area sidewalks so long as they DO NOT block ADA accessibility
A.8
Reduce 500 feet to 100 feet for schools

12.45.060 Administrative Fines
A.1-3
No confiscations of any property or food. Fee structure - start without monetary infraction for first citation. Instead respond with education for vendors such as pamphlets or information on how to correct course. From there, after first citation then fee structures begin $50 for second, $100 for third 1000 4th +

Best,

Jenna Guzman-Lowery

www.cityofredlands.org

This message contains confidential information and is intended only for the individual(s) addressed in the message. If

ORDINANCE NO. 2922

AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING

WHEREAS, the City of Redlands ("City") is a municipal corporation and general law city, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, Article XI, section 7, of the California Constitution grants the City broad discretionary power to "make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws;" and

WHEREAS, in 2018, the California Legislature passed Senate Bill 946 (California Government Code Section 51036, *et seq*.) ("SB 946"), which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB 946; and

WHEREAS, SB 946 authorizes the implementation of regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified; and

WHEREAS, the standards imposed on sidewalk vendors requiring a minimum path of accessible travel are necessary to comply with the Americans with Disabilities Act ("ADA") and maintain minimum safe access along public sidewalks; and

WHEREAS, the standards for maintaining access to building entrances, and not blocking driveways, parking areas and building storefront exits and windows are necessary to guard the health and safety of patrons, drivers, vendors and existing business owners and promote law enforcement practices that allow the City's Police personnel to observe within buildings; and

WHEREAS, the City Council of the City of Redlands ("City Council") finds and determines that the installation, repair, maintenance, and removal of encroachments in the public way must be regulated in order to protect the public health, safety and welfare and to provide for the orderly administration and maintenance of the public way for the benefit of the community, while at the same time allowing reasonable accommodation and cooperative flexibility for providing necessary utility and other convenience services to the community; and

WHEREAS, the City Council finds that public and private persons who install encroachments in the public rights-of-way bear a responsibility to help preserve the public rights-of-way and to contribute to the administrative costs incurred by the community because of such encroachments; and

WHEREAS, this City Council further finds that, unless properly regulated, sidewalk vending poses a unique risk to the health, safety, and welfare of the public, including, but not limited to, impacts to pedestrian and vehicular traffic, pedestrian safety and mobility, ADA accessibility to public sidewalk and rights -of-way, unsanitary conditions involving food

preparation and disposal which may harm consumers and adversely impact the local environment, pose risks to children, and adversely impacts consumer protection; and

WHEREAS, the City Council finds that vendors have disposed of food byproducts such as oil, grease, and other contaminants into the City's storm drains in violation of State and Local laws and additional regulations on vending activities are necessary to protect the City's storm drains and storm water from hazardous environmental contaminants; and

WHEREAS, imposing a distance requirement for sidewalk vending activities from popular local tourist attractions; city-sponsored and co-sponsored events and Certified Farmers' Market events; schools; the Redlands Municipal Airport; the Redlands Sports Park, and other sports venues on event days; will alleviate pedestrian, tourist, and vendor safety concerns of overcrowding on sidewalks, and pedestrians walking in the street and along the sidewalk to keep moving forward; and

WHEREAS, these venues also experience a high amount of traffic, affecting the safety of pedestrians and motorists and the accessibility needs of persons with disabilities, due to a high concentration of visitors at one time; and

WHEREAS, imposing distance requirements for sidewalk vending activities near sensitive uses such as schools, churches, public utilities and at bus and train stops where riders embark and disembark are necessary to protect the public health, safety, and welfare; and

WHEREAS, the inherent nature of sidewalk vending and the ability of such vendors to be located on private property and public streets and move quickly from place to place in the community, including near parks, schools, and other places frequented by children, warrants imposing certain regulatory measures to protect the health, safety, and welfare of the community and local environment; and

WHEREAS, vending in a manner that creates a public nuisance or constitutes a danger to the public constitutes is an objective harm to the health, safety, and welfare of the City's residents and visitors.

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

Section 1. Chapter 12.45, titled "Sidewalk Vending," is hereby added to the Redlands Municipal Code to read as follows:

"12.45 SIDEWALK VENDING

SECTIONS:

12.45.010 Purpose
12.45.020 Definitions
12.45.030 Stationary Sidewalk Vending Locations and Standards
12.45.040 Standards for Sidewalk Vending in Parks
12.45.050 Standards for Roaming Sidewalk Vending
12.45.060 Administrative Fines

12.45.010 PURPOSE: The City finds that the vending of prepared or pre-packaged foods, goods, and/or wares at semi-permanent locations on public sidewalks and rights-of-way may pose unsafe conditions and special dangers to the public health, safety, and welfare of residents and visitors and the local environment. The purpose of this Chapter is to implement regulations on both roaming and stationary sidewalk vending that protect the public health, safety, and welfare of the community and the local environment while complying with the requirements of general state law, as amended from time to time, to promote safe vending practices, prevent safety, traffic, and health hazards, and preserve the public peace, safety, and welfare of the community and the local environment.

12.45.020 DEFINITIONS: For purposes of this Chapter, the following words shall have the meanings ascribed to them:

A. "Certified Famers' Market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

B. "City" means the City of Redlands.

C. "Park" means a public park owned by the City.

D. "Roaming sidewalk vendor or vending" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

E. "Sidewalk vendor or vending" means a person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

F. "Stationary sidewalk vendor or vending" means a sidewalk vendor who engages in sidewalk vending from a fixed location.

G. "City Event Permit" means a permit issued by the City for temporary uses (i.e. special event permits, temporary use permits, film permits, or park reservations).

~~1. 6th Street from East Olive Avenue to West Pearl Avenue.~~
~~2. East Olive Avenue, from Cajon Street to East Citrus Avenue.~~
~~3. East Vine Street, from Cajon Street to 6th Street.~~
~~4. North 5th Street, from East Citrus Avenue to East Redlands Boulevard.~~
~~5. 7th Street, from East Citrus Avenue to East Redlands Boulevard.~~
~~6. 8th Street, from East Citrus Avenue to East Redlands Boulevard.~~
~~7. 9th Street, from East Citrus Avenue to East Redlands Boulevard.~~
~~8. Colton Avenue, from Tennessee Street to 6th Street.~~
~~9. Orange Street, from Colton Avenue to Lugonia Avenue~~.

H. "Event Day" means the calendar day of any concert, trade show, conference, sporting event, or any other event potentially attracting large numbers of persons and vehicles to the venue.

I. "Solicitor" or "canvasser" shall mean any individual, whether a resident of the City or not, using telephone service or other communication, or traveling by foot, wagon, automobile, motor truck, or any other type of conveyance from place to place, from house to house, or from street to street taking, or attempting to take, orders for the sale of goods, wares, merchandise, or personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries, or exposes for sale a sample of the subject of such sale or whether the individual is collecting advance payments on such sales or not.

1. "Solicitor" or "canvasser" shall include any person who, for such person, or for another person, firm, or corporation, hires, leases, uses, or occupies any building, structure, tent, vehicle, hotel room, lodging house, apartment, shop, or any other place in the City for the sole purpose of exhibiting samples and taking orders for future delivery.

2. Such definition shall not include solicitors or canvassers taking orders or displaying merchandise exclusively from a public sidewalk or public pedestrian path in compliance with Chapter 5.60 of this Code.

12.45.030 STATIONARY SIDEWALK VENDING LOCATIONS AND STANDARDS:

A. Stationery sidewalk vendors are prohibited from operating in the City unless they have obtained a valid business license. As part of the application for a business license, the stationary sidewalk vendor shall submit proof of general liability insurance naming the City of Redlands as an additional insured in the amount of one million dollars ($1,000,000) and, if the vendor is preparing and/or selling food, a copy of a current San Bernardino County Department of Environmental Health Services permit issued to the vendor.

B. Stationary sidewalk vendors are prohibited from operating or establishing in any residential zone of the City.~~.~~

C. Stationary sidewalk vendors may operate in non-residential zones of the City, including mixed use zones, 7:00 a.m. to 2:00 a.m. Monday through Sunday provided they meet the following:

1. The sidewalk vendor can set up vending operations while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and

2. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and

3. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces or building windows; and

4. No vending shall occur within fifteen (15) feet of a fire hydrant, fire escape, loading zone, handicapped parking space or access ramp, fire station driveway, or police station driveway; and

5. In order to achieve the minimum accessible path of travel set forth in subsection C.1, only one (1) table, ~~and~~ two (2) chairs and one (1) umbrella shall be permitted in conjunction with the vendor's vending activities. No fences, shade structures, other site furniture, or any freestanding signs are permitted; and

6. The vendor shall not attach or use any water lines, electrical lines, gas lines or power generators during vending operations; and

7. Exterior storage or display of refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited; and

8. No vending shall occur within two ~~five~~ hundred (2~~5~~00) feet of any City-sponsored or co-sponsored events, the Certified Farmers' Market, construction-related street or lane closure, filming location, the Redlands Municipal Airport, Event Day, or an event held pursuant to a City Event Permit; and

~~10. No vending shall occur on Business Area Sidewalk where ADA accessibility is limited and the negative impacts to pedestrian safety due to overcrowding on the sidewalk or overcrowding of parking, such as, but not limited to with the potential of causing pedestrian and traffic safety issues; and~~

~~11.~~ 9. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of 45 degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

~~12.~~10. No vending shall occur within one hundred~~thirty~~ (100~~30~~) feet of the property line of any school; any postsecondary educational facility attended by secondary pupils; or any private kindergarten, elementary, or secondary school facility; and

~~13.~~11. No vending shall occur within three (3) feet of any street lights, edges of tree wells, parking meters, or above-ground utility structures; and

~~14.~~12. No vending shall occur within three (3) feet of any existing subsurface utility box, valve, or vault; and

~~15.~~13. No vending shall occur within thirty (30) feet of another vendor; and

~~16.~~14. No vending shall occur within three (3) feet of train and bus stop locations, red curbs, or at locations where there are existing above-ground amenities such as newsstands or street furniture, including but not limited to benches and bike racks; and

~~17.~~15. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

~~18.~~16. No vending shall occur within thirty (30) feet of the entrance way to any building, store, theater, movie house, house of worship, or place of public assembly; and

~~19.~~17. Open burning or open flame devices are not permitted to be utilized.

12.45.040 STANDARDS FOR SIDEWALK VENDING IN PARKS:

A. Sidewalk vending of food or merchandise by roaming or stationary vendors shall be prohibited in any City Park with a concession stand operated by a vendor under exclusive contract with the City selling similar food or merchandise.

B. Sidewalk vendors may operate in Parks provided they meet the following:

1. For stationary sidewalk vending, the sidewalk vendor can set up vending operations while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and

2. The sidewalk vendor shall cease operations one (1) hour prior to the close of the park; and

3. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and

4. The sidewalk vendor location does not block entrances to buildings, driveways, parking spaces, or building windows; and

5. No vending shall occur within five hundred (500) feet of an Event Day or event held pursuant to a City Event Permit; and

6. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of ~~forty five (~~45~~)~~ degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

7. The sidewalk vendor does not cause an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park or the public's use

and enjoyment of natural resources, including the accessibility of such natural resources by persons with disabilities, and recreational opportunities or regulations directly related to objective health, safety or wellness concerns; and

8. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

9. Open burning or open flame devices are not permitted to be utilized.

12.45.50. STANDARDS FOR ROAMING SIDEWALK VENDING:

Roaming sidewalk vendors shall meet the following:

1. Roaming sidewalk vendors are prohibited from operating in the City unless they have obtained a valid business license. As part of the application for a business license, the roaming~~stationary~~ sidewalk vendor shall submit proof of general liability insurance naming the City as an additional insured in the amount of one million dollars ($1,000,000) and, if the vendor is preparing and/or selling food, a copy of a current San Bernardino County Department of Environmental Health Services permit issued to the vendor; and

2. Sidewalk vending hours for residential zones shall be conducted from sunrise to sunset ~~between the hours of 10:00 a.m. and 6:00 p.m.~~ Sunday through Saturday; and

3. The sidewalk vendors shall maintain their temporary vending area in a clean, orderly, and sanitary condition; and

4. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces, or building windows; and

5. The sidewalk vendor does not conduct sales from a public street; and

6. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of 45 degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

7. No vending shall occur within two~~five~~ hundred (2~~5~~00) feet of a city-sponsored or co-sponsored event, the Certified Farmers' Market, construction-related street or lane closure, filming location, the Redlands Municipal Airport, an Event Day or an event held pursuant to a City Event Permit; and

~~8. No vending shall occur on Business Area Sidewalk where ADA accessibility is limited and the negative impacts to pedestrian safety due to overcrowding on the sidewalk or overcrowding of parking areas, with the potential of causing pedestrian and traffic safety issues; and~~

~~9.~~8. No vending shall occur within one hundred~~thirty~~ (100~~30~~) feet from the property line of any school; any postsecondary educational facility attended by secondary pupils; or any private kindergarten, elementary, or secondary school facility; and

~~10.~~9. No vending shall occur within three (3) feet of any street lights, edges of tree wells, parking meters, or above-ground utility structures; and

~~11.~~10. No vending shall occur within three (3) feet of any existing subsurface utility box, valve, or vault; and

~~12.~~11. No vending shall occur within thirty (30) feet of another vendor; and

~~13.~~12. No vending shall occur within three (3) feet of train and bus stop locations, red curbs, or at locations where there are existing above-ground amenities such as newsstands or street furniture, including but not limited to benches and bike racks; and

~~14.~~13. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

~~15.~~14. No vending shall occur within thirty (30) feet of the entrance way to any building, store, theater, movie house, house of worship, or place of public assembly; and

12.45.60 ADMINISTRATIVE FINES:

A. It is unlawful for any person to violate any provision, or fail to comply with any requirements, of this Chapter. A violation of this Chapter shall by punished by:

1. A Notice of Violation shall be issued ~~n administrative fine not exceeding one hundred dollars ($100)~~ for a first violation.

2. An administrative fine not exceeding fifty ~~two hundred~~ dollars ($50~~20~~0) for a second violation within one (1) year of the first violation.

3. An administrative fine not exceeding one~~five~~ hundred dollars ($1~~5~~00) for a third violation within one (1) year of the first violation.

~~3.~~4. An administrative fine not exceeding five hundred dollars ($500) for each additional violation within one (1) year of the first violation.

B. Any violation of this Chapter shall not be punishable as an infraction or misdemeanor, and any person alleged to have violated any provisions of this Chapter shall not be subject to arrest except when otherwise permitted under law.

C. When assessing an administrative fine pursuant to this Chapter, the adjudicator shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

1. If the person meets the criteria described in subdivision (a) or (b) of Government Code section 68632, the City shall accept, in full satisfaction, twenty percent (20%) of the administrative fine imposed pursuant to this Chapter.
2. The City may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

D. A sidewalk vendor that is preparing and/or selling food without a valid San Bernardino County Department of Environmental Health Services permit may have their ~~equipment confiscated and~~ food discarded when it is determined by the City's enforcement officer that there is an immediate threat to the ~~to ensure the~~ public health and safety.

E. Nothing contained herein shall be construed to impede the City's or the County's ability to enforce San Bernardino County Health Department codes and regulations."

Section 2. Section 12.44.050, titled "Solicitation Prohibited" is hereby amended as follows:

"Except as provided in Chapter 12.45 of this Code, no person shall practice, carry on, conduct or solicit for any occupation, business, or profession in any city park or building, or sell or offer for sale any merchandise, article, or anything whatsoever, unless such person is acting pursuant to a contract with the city, or pursuant to a permit granted by the director or approved by the city council."

Section 3. Section 12.44.240, titled "Commercial Activity Prohibited" is hereby amended as follows:

"Except as provided in Chapter 12.45 of this Code, no person shall practice, carry on, conduct, or solicit for any trade, occupation, business or profession except upon application to and as may be permitted by the director; provided, however, in the director's discretion, the director may forward any such application to the city council for consideration. In the event the director or city council determines that commercial activity may be permitted, a concessionaire fee may be imposed as a condition of the issuance of such permit."

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 5. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378(a). Further, this ordinance is exempt from CEQA as there is no possibility that this Ordinance or its implementation would have a significant negative effect on

the environment. 14 Cal. Code Regs. § 15061(b)(3). The City Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

Section 6. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City and thereafter this ordinance shall take effect as provided by law.

ATTEST: _____
Eddie Tejeda, Mayor

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 21st day of March, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

ORDINANCE NO. 2922

AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 12.45 AND AMENDING CHAPTER 12.44 TO THE REDLANDS MUNICIPAL CODE TO ESTABLISH REGULATIONS GOVERNING SIDEWALK VENDING

WHEREAS, the City of Redlands ("City") is a municipal corporation and general law city, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, Article XI, section 7, of the California Constitution grants the City broad discretionary power to "make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws;" and

WHEREAS, in 2018, the California Legislature passed Senate Bill 946 (California Government Code Section 51036, *et seq*.) ("SB 946"), which prohibits cities from regulating sidewalk vendors, except in accordance with the provisions of SB 946; and

WHEREAS, SB 946 authorizes the implementation of regulations that are directly related to objective health, safety, or welfare concerns, and that do not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified; and

WHEREAS, the standards imposed on sidewalk vendors requiring a minimum path of accessible travel are necessary to comply with the Americans with Disabilities Act ("ADA") and maintain minimum safe access along public sidewalks; and

WHEREAS, the standards for maintaining access to building entrances, and not blocking driveways, parking areas and building storefront exits and windows are necessary to guard the health and safety of patrons, drivers, vendors and existing business owners and promote law enforcement practices that allow the City's Police personnel to observe within buildings; and

WHEREAS, the City Council of the City of Redlands ("City Council") finds and determines that the installation, repair, maintenance, and removal of encroachments in the public way must be regulated in order to protect the public health, safety and welfare and to provide for the orderly administration and maintenance of the public way for the benefit of the community, while at the same time allowing reasonable accommodation and cooperative flexibility for providing necessary utility and other convenience services to the community; and

WHEREAS, the City Council finds that public and private persons who install encroachments in the public rights-of-way bear a responsibility to help preserve the public rights-of-way and to contribute to the administrative costs incurred by the community because of such encroachments; and

WHEREAS, this City Council further finds that, unless properly regulated, sidewalk vending poses a unique risk to the health, safety, and welfare of the public, including, but not limited to, impacts to pedestrian and vehicular traffic, pedestrian safety and mobility, ADA accessibility to public sidewalk and rights -of-way, unsanitary conditions involving food

preparation and disposal which may harm consumers and adversely impact the local environment, pose risks to children, and adversely impacts consumer protection; and

WHEREAS, the City Council finds that vendors have disposed of food byproducts such as oil, grease, and other contaminants into the City's storm drains in violation of State and Local laws and additional regulations on vending activities are necessary to protect the City's storm drains and storm water from hazardous environmental contaminants; and

WHEREAS, imposing a distance requirement for sidewalk vending activities from popular local tourist attractions; city-sponsored and co-sponsored events and Certified Farmers' Market events; schools; the Redlands Municipal Airport; the Redlands Sports Park, and other sports venues on event days; will alleviate pedestrian, tourist, and vendor safety concerns of overcrowding on sidewalks, and pedestrians walking in the street and along the sidewalk to keep moving forward; and

WHEREAS, these venues also experience a high amount of traffic, affecting the safety of pedestrians and motorists and the accessibility needs of persons with disabilities, due to a high concentration of visitors at one time; and

WHEREAS, imposing distance requirements for sidewalk vending activities near sensitive uses such as schools, churches, public utilities and at bus and train stops where riders embark and disembark are necessary to protect the public health, safety, and welfare; and

WHEREAS, the inherent nature of sidewalk vending and the ability of such vendors to be located on private property and public streets and move quickly from place to place in the community, including near parks, schools, and other places frequented by children, warrants imposing certain regulatory measures to protect the health, safety, and welfare of the community and local environment; and

WHEREAS, vending in a manner that creates a public nuisance or constitutes a danger to the public constitutes an objective harm to the health, safety, and welfare of the City's residents and visitors.

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

Section 1. Chapter 12.45, titled "Sidewalk Vending," is hereby added to the Redlands Municipal Code to read as follows:

"12.45 SIDEWALK VENDING

SECTIONS:

12.45.010 Purpose
12.45.020 Definitions
12.45.030 Stationary Sidewalk Vending Locations and Standards
12.45.040 Standards for Sidewalk Vending in Parks
12.45.050 Standards for Roaming Sidewalk Vending
12.45.060 Administrative Fines

12.45.010 PURPOSE: The City finds that the vending of prepared or pre-packaged foods, goods, and/or wares at semi-permanent locations on public sidewalks and rights-of-way may pose unsafe conditions and special dangers to the public health, safety, and welfare of residents and visitors and the local environment. The purpose of this Chapter is to implement regulations on both roaming and stationary sidewalk vending that protect the public health, safety, and welfare of the community and the local environment while complying with the requirements of general state law, as amended from time to time, to promote safe vending practices, prevent safety, traffic, and health hazards, and preserve the public peace, safety, and welfare of the community and the local environment.

12.45.020 DEFINITIONS: For purposes of this Chapter, the following words shall have the meanings ascribed to them.

A. "Certified Farmers' Market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

B. "City" means the City of Redlands.

C. "Park" means a public park owned by the City.

D. "Roaming sidewalk vendor or vending" means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

E. "Sidewalk vendor or vending" means a person who sells, offers to sell, operates, engages in, or carries on a food or merchandise vending business from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path.

F. "Stationary sidewalk vendor or vending" means a sidewalk vendor who engages in sidewalk vending from a fixed location.

G. "City Event Permit" means a permit issued by the City for temporary uses (i.e. special event permits, temporary use permits, film permits, or park reservations).

H. "Business Area Sidewalk" means the following designated public sidewalks and pedestrian paths:

1. East State Street, from the west side of Orange Street to Redlands Boulevard.
2. East Citrus Avenue, from Eureka Street to the east side of 9th Street.
3. Redlands Boulevard, from Texas Street to East Citrus Avenue.
4. West State Street, from North Center Street to the east side of North Eureka Street.
5. Oriental Avenue, from Texas Street to the east side of Orange Street.
6. West Stuart Avenue, from Texas Street to the east side of Orange Street.
7. Eureka Street, from West Citrus Avenue to West Pearl Avenue.
8. Cajon Street from East Olive Avenue to Citrus Avenue.
9. 3rd Street, from West Redlands Boulevard to Oriental Avenue.

10. 6th Street from East Olive Avenue to West Pearl Avenue.
11. East Olive Avenue, from Cajon Street to East Citrus Avenue.
12. East Vine Street, from Cajon Street to 6th Street.
13. North 5th Street, from East Citrus Avenue to East Redlands Boulevard.
14. 7th Street, from East Citrus Avenue to East Redlands Boulevard.
15. 8th Street, from East Citrus Avenue to East Redlands Boulevard.
16. 9th Street, from East Citrus Avenue to East Redlands Boulevard.
17. Colton Avenue, from Tennessee Street to 6th Street.
18. Orange Street, from Colton Avenue to Lugonia Avenue.
19. Orange Street from Citrus Avenue to West Pearl Avenue

I. "Event Day" means the calendar day of any concert, trade show, conference, sporting event, or any other event potentially attracting large numbers of persons and vehicles to the venue.

J. "Solicitor" or "canvasser" shall mean any individual, whether a resident of the City or not, using telephone service or other communication, or traveling by foot, wagon, automobile, motor truck, or any other type of conveyance from place to place, from house to house, or from street to street taking, or attempting to take, orders for the sale of goods, wares, merchandise, or personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries, or exposes for sale a sample of the subject of such sale or whether the individual is collecting advance payments on such sales or not.

1. "Solicitor" or "canvasser" shall include any person who, for such person, or for another person, firm, or corporation, hires, leases, uses, or occupies any building, structure, tent, vehicle, hotel room, lodging house, apartment, shop, or any other place in the City for the sole purpose of exhibiting samples and taking orders for future delivery.

2. Such definition shall not include solicitors or canvassers taking orders or displaying merchandise exclusively from a public sidewalk or public pedestrian path in compliance with Chapter 5.60 of this Code.

12.45.030 STATIONARY SIDEWALK VENDING LOCATIONS AND STANDARDS:

A. Stationary sidewalk vendors are prohibited from operating in the City unless they have obtained a valid business license. As part of the application for a business license, the stationary sidewalk vendor shall submit proof of general liability insurance naming the City of Redlands as an additional insured in the amount of one million dollars ($1,000,000) and, if the vendor is preparing and/or selling food, a copy of a current San Bernardino County Department of Environmental Services permit issued to the vendor.

B. Stationary sidewalk vendors are prohibited from operating or establishing in any residential zone of the City.

C. Stationary sidewalk vendors may operate in non-residential zones of the City, including mixed use zones, provided they meet the following:

1. The sidewalk vendor can set up vending operations while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and

2. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and

3. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces or building windows; and

4. No vending shall occur within fifteen (15) feet of a fire hydrant, fire escape, loading zone, handicapped parking space or access ramp, fire station driveway, or police station driveway; and

5. In order to achieve the minimum accessible path of travel set forth in subsection C.1, only one (1) table and two (2) chairs shall be permitted in conjunction with the vendor's vending activities. No fences, shade structures, other site furniture, or any freestanding signs are permitted; and

6. The vendor shall not attach or use any water lines, electrical lines, gas lines, or power generators during vending operations; and

7. Exterior storage or display of refuse, equipment, materials, goods, wares, or merchandise associated with the vendor is prohibited; and

8. No vending shall occur within five hundred (500) feet of any City-sponsored or co-sponsored events, the Certified Farmers' Market, construction-related street or lane closure, filming location, the Redlands Municipal Airport, Event Day, or an event held pursuant to a City Event Permit; and

10. No vending shall occur on Business Area Sidewalk where ADA accessibility is limited and the negative impacts to pedestrian safety due to overcrowding on the sidewalk or overcrowding of parking, such as, but not limited to with the potential of causing pedestrian and traffic safety issues; and

11. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of 45 degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

12. No vending shall occur within thirty (30) feet of the property line of any school; any postsecondary educational facility attended by secondary pupils; or any private kindergarten, elementary, or secondary school facility; and

13. No vending shall occur within three (3) feet of any street lights, edges of tree wells, parking meters, or above-ground utility structures; and

14. No vending shall occur within three (3) feet of any existing subsurface utility box, valve, or vault; and

15. No vending shall occur within thirty (30) feet of another vendor; and

16. No vending shall occur within three (3) feet of train and bus stop locations, red curbs, or at locations where there are existing above-ground amenities such as newsstands or street furniture, including but not limited to benches and bike racks; and

17. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

18. No vending shall occur within thirty (30) feet of the entrance way to any building, store, theater, movie house, house of worship, or place of public assembly; and

19. Open burning or open flame devices are not permitted to be utilized.

12.45.040 STANDARDS FOR SIDEWALK VENDING IN PARKS:

A. Sidewalk vending of food or merchandise by roaming or stationary vendors shall be prohibited in any City Park with a concession stand operated by a vendor under exclusive contract with the City selling similar food or merchandise.

B. Sidewalk vendors may operate in Parks provided they meet the following:

1. For stationary sidewalk vending, the sidewalk vendor can set up vending operations while still leaving a minimum of thirty-six inches (36") of accessible path of travel, without obstruction, along the public sidewalk or public pathway; and

2. The sidewalk vendor shall cease operations one (1) hour prior to the close of the park; and

3. The sidewalk vendor maintains the vending area in a clean, orderly, and sanitary condition; and

4. The sidewalk vendor location does not block entrances to buildings, driveways, parking spaces, or building windows; and

5. No vending shall occur within five hundred (500) feet of an Event Day or event held pursuant to a City Event Permit; and

6. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of forty five (45) degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

7. The sidewalk vendor does not cause an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park or the public's use

and enjoyment of natural resources, including the accessibility of such natural resources by persons with disabilities, and recreational opportunities or regulations directly related to objective health, safety or wellness concerns; and

8. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

9. Open burning or open flame devices are not permitted to be utilized.

12.45.050. STANDARDS FOR ROAMING SIDEWALK VENDING:

Roaming sidewalk vendors shall meet the following:

1. Roaming sidewalk vendors are prohibited from operating in the City unless they have obtained a valid business license. As part of the application for a business license, the stationary sidewalk vendor shall submit proof of general liability insurance naming the City as an additional insured in the amount of one million dollars ($1,000,000) and, if the vendor is preparing and/or selling food, a copy of a current San Bernardino County Department of Environmental Services permit issued to the vendor; and

2. Sidewalk vending hours for residential zones shall be conducted between the hours of 10:00 a.m. and 6:00 p.m. Sunday through Saturday; and

3. The sidewalk vendors shall maintain their temporary vending area in a clean, orderly, and sanitary condition; and

4. The sidewalk vendor does not block entrances to buildings, driveways, parking spaces, or building windows; and

5. The sidewalk vendor does not conduct sales from a public street; and

6. No vending shall occur within a corner cutoff area. A corner cutoff area is that area at all intersecting and intercepting streets or highways. The cutoff line shall be in a horizontal plane, making an angle of 45 degrees with the side, front, or rear property line, as the case may be. It shall pass through the points located on both sides and front or rear property lines at a distance of thirty (30) feet from the intersection of such lines at the corner of a street or highway; and

7. No vending shall occur within five hundred (500) feet of a city-sponsored or co-sponsored event, the Certified Farmers' Market, construction-related street or lane closure, filming location, the Redlands Municipal Airport, an Event Day or an event held pursuant to a City Event Permit; and

8. No vending shall occur on Business Area Sidewalk where ADA accessibility is limited and the negative impacts to pedestrian safety due to overcrowding on the sidewalk or overcrowding of parking areas, with the potential of causing pedestrian and traffic safety issues; and

9. No vending shall occur within thirty (30) feet from the property line of any school; any postsecondary educational facility attended by secondary pupils; or any private kindergarten, elementary, or secondary school facility; and

10. No vending shall occur within three (3) feet of any street lights, edges of tree wells, parking meters, or above-ground utility structures; and

11. No vending shall occur within three (3) feet of any existing subsurface utility box, valve, or vault; and

12. No vending shall occur within thirty (30) feet of another vendor; and

13. No vending shall occur within three (3) feet of train and bus stop locations, red curbs, or at locations where there are existing above-ground amenities such as newsstands or street furniture, including but not limited to benches and bike racks; and

14. No vending shall occur in public streets, roadways, medians, pedestrian islands, parking lots, alleys, or bikeways; and

15. No vending shall occur within thirty (30) feet of the entrance way to any building, store, theater, movie house, house of worship, or place of public assembly; and

12.45.060 ADMINISTRATIVE FINES:

A. It is unlawful for any person to violate any provision, or fail to comply with any requirements, of this Chapter. A violation of this Chapter shall by punished by:

   1. An administrative fine not exceeding one hundred dollars ($100) for a first violation.

   2. An administrative fine not exceeding two hundred dollars ($200) for a second violation within one (1) year of the first violation.

   3. An administrative fine not exceeding five hundred dollars ($500) for each additional violation within one (1) year of the first violation.

B. Any violation of this Chapter shall not be punishable as an infraction or misdemeanor, and any person alleged to have violated any provisions of this Chapter shall not be subject to arrest except when otherwise permitted under law.

C. When assessing an administrative fine pursuant to this Chapter, the adjudicator shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

   1. If the person meets the criteria described in subdivision (a) or (b) of Government Code section 68632, the City shall accept, in full satisfaction, twenty percent (20%) of the administrative fine imposed pursuant to this Chapter.

2. The City may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

D. A sidewalk vendor that is preparing and/or selling food without a valid San Bernardino County Department of Environmental Services permit may have their equipment confiscated and food discarded to ensure the public health and safety.

E. Nothing contained herein shall be construed to impede the City's or the County's ability to enforce County Health Department codes and regulations."

Section 2. Section 12.44.050, titled "Solicitation Prohibited" is hereby amended as follows:

"Except as provided in Chapter 12.45 of this Code, no person shall practice, carry on, conduct or solicit for any occupation, business, or profession in any city park or building, or sell or offer for sale any merchandise, article, or anything whatsoever, unless such person is acting pursuant to a contract with the city, or pursuant to a permit granted by the director or approved by the city council."

Section 3. Section 12.44.240, titled "Commercial Activity Prohibited" is hereby amended as follows:

"Except as provided in Chapter 12.45 of this Code, no person shall practice, carry on, conduct, or solicit for any trade, occupation, business or profession except upon application to and as may be permitted by the director; provided, however, in the director's discretion, the director may forward any such application to the city council for consideration. In the event the director or city council determines that commercial activity may be permitted, a concessionaire fee may be imposed as a condition of the issuance of such permit."

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable. The City Council of the City of Redlands hereby declares that it would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 5. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. 14 Cal. Code Regs. § 15378(a). Further, this ordinance is exempt from CEQA as there is no possibility that this Ordinance or its implementation would have a significant negative effect on the environment. 14 Cal. Code Regs. § 15061(b)(3). The City Clerk shall cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

Section 6. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City and thereafter this ordinance shall take effect as provided by law.

ATTEST: _____
Eddie Tejeda, Mayor

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the _____ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **O. 2.**

DATE: 06/06/2023

TO: The Successor Agency Board of Directors

SUBJECT: Approve minutes of the regular meeting of May 2, 2023 (Secretary Donaldson)

MOTION:

I move to approve the regular meeting minutes of May 2, 2023

Attachments

Regular meeting minutes of May 2, 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 May 2, 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:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Rachel Tolber, Interim Police Chief

Mayor Tejeda called the meeting to order. He announced that due to child care needs that preclude in-person attendance at the meeting, Council Member Denise Davis has chosen to attend tonight's City Council meeting via teleconference under AB 2449 "Just Cause". This is the first of two allowable Just Cause exceptions under AB 2449.

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

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

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

a. Davis v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2132368

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Guzman-Lowery and an announcement with great sadness and sorrow, that City Treasurer Robert Dawes had passed away last weekend. The pledge of allegiance to the American flag was conducted by the Aztec Harmonies Honor Choir of Arroyo Verde Elementary School.

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 “Sandy”, an eight-year-old female German Shepherd mix who is available for adoption, along with thirty-nine other dogs and seventeen cats at the Redlands Animal Shelter. Ms. Kroeger informed the Council there had been twenty-one dogs adopted in April 2023.

Proclamation 125th Anniversary A.K. Smiley Public Library

Mayor Pro Tem Barich presented a Proclamation recognizing the 125th Anniversary of A.K. Smiley Public Library to Board President Bill Hatfield, Board Members Kate Pretorius and Rosa Gomez, Library Director Don McCue, Library Archivist Nathan Gonzalez and Library Clerk Monica Kalapaca.

Proclamation National Salvation Army Week

Council Member Saucedo presented a Proclamation recognizing May 15-21, 2023, as National Salvation Army Week in the City of Redlands to Mike Delgado and Naomi Goforth.

PUBLIC COMMENT

HRC Sponsored Health Fair - Chairperson Kenneth Ford invited everyone to attend a health fair sponsored by the Human Relations Commission scheduled for May 20, 2023, 9-2:00 P.M. at Texonia Park.

Teamsters Support - Rich Smith, representing the Teamsters Local 1932, was disappointed that during bargaining unit negotiations, the City Council appeared to be resisting change, and he added that excuses such as "we do it this way because it has always been done this way" was not acceptable. Several Teamsters were present in the Chambers with many more outside showing their support of unions.

AAPI Month - Dr. Sam Wong encouraged the Council to recognize Asian American Pacific Islanders and their heritage in the month of May 2023.

Lack of Housing - Robert Garrity stated there was a lack of housing in Redlands and he urged the Council to support projects intended to fill the need.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the regular meeting minutes of April 18, 2023.

Vote: 5 - 0 Passed

Proclamation National Salvation Army Week

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the issuance of a proclamation recognizing May 15-21, 2023, as National Salvation Army Week in the City of Redlands.

Vote: 5 - 0 Passed

Proclamation Asian American Pacific Islander Heritage Month

Mayor Tejeda presented a Proclamation declaring May 2023, as Asian American Pacific Islander Heritage Month to Dr. Sam Wong.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring May 2023, as Asian American Pacific Islander Heritage Month.

Vote: 5 - 0 Passed

Proclamation 125th Anniversary A.K. Smiley Public Library

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the issuance of a proclamation recognizing the 125th Anniversary of the Gifting of A.K. Smiley Public Library.

Vote: 5 - 0 Passed

Resolution No. 8452 Destruction of Public Records

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8452 approving the destruction of certain public records in the City Manager's Office.

Vote: 5 - 0 Passed

Resolution No. 8441 Destruction of Public Records

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8441 approving the destruction of certain public records in the Human Resources/Risk Management Division.

Vote: 5 - 0 Passed

Resolution No. 8465 Destruction of Public Records

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8465 approving the destruction of certain public records in Management Services/Finance Department.

Vote: 5 - 0 Passed

Officer De-Escalation Training

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the sole source purchase of an Apex Officer Pro Training Simulator and Apex Officer X2 Hardware Upgrade from Govred Technology, Inc. in the amount of $73,406.25 for officer de-escalation training.

Vote: 5 - 0 Passed

Resolution No. 8434 Annual SLD and LMD Assessments

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8434 initiating proceedings to continue levying assessments, appointing an assessment engineer, and ordering the preparation of the Engineer's Reports for Street Lighting District No. 1 and Landscape Maintenance District No.1.

Vote: 5 - 0 Passed

Emergency Operations Center Furniture PO

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously authorized, by roll call vote, a purchase order with Watson Furniture Group for the Emergency Operations Center office reconfiguration in the amount of $115,623.87 through master cooperative agreement No. 00318.

Vote: 5 - 0 Passed

Facility Use Agreement Redlands Theatre Festival

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Facility Use Agreement with Redlands Theatre Festival is exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act Guidelines; and approved the Facility Use Agreement with Redlands Theatre Festival for use of the Sewall Theatre within Prospect Park.

Vote: 5 - 0 Passed

Automated Refuse, Recycling, Green Waste & Organic Waste Collection

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the agreement for the provision of the rerouting and route optimization of residential automated refuse, recycling, green waste, and organic waste curbside collection and commercial recycling routes with RouteSmart Technologies is exempt from further environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Environmental Quality Act; and approved an agreement with RouteSmart Technologies for the Rerouting and Route Optimization of residential automated refuse, recycling, green waste, and organic waste curbside collection and commercial recycling routes for the amount of $97,380.

Vote: 5 - 0 Passed

Redlands Festival of Arts Event

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Redlands Festival of Arts event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the state's guidelines implementing the California Environmental Quality Act; approved the request by the Redlands Arts Festival, Inc. to hold the Redlands Festival of Arts event on May 27-28, 2023, authorized the sale and consumption of alcoholic beverages during the event and the expenditure of City resources and in-kind support in the amount of $4,363; and authorized the closure of 4th Street and Eureka Street from 10:00 a.m. on May 27, 2023, through 5:00 p.m. on May 28, 2023.

Vote: 5 - 0 Passed

Orange Street Alley Park Umbrellas

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that the aging inventory of umbrellas within the Orange Street Alley Park is surplus property; and approved the donation of surplus Orange Street alley umbrellas to the Redlands Visitor Center.

Vote: 5 - 0 Passed

Vehicle Lease Agreement Toyota of Redlands

Staff requested this item be removed from the agenda, to be considered at a future City Council meeting.

COMMUNICATIONS

WWTP Awards Recognition

Municipal Utilities and Engineering Director Harris was proud to announce Wastewater Treatment Plant employees and the facility itself received 2023 California Water Environment Association Santa Ana River Basin awards during the annual CWEA SARBS banquet held at Disneyland. MUED employees were recognized for their outstanding professional achievements. Employees included, Jung Park, Laboratory Manager, Supervisor of the Year, Ivan Pedraza, Laboratory Analyst, Laboratory Person of the Year, Karla Siordia, Laboratory Analyst, Laboratory Person of the Year and Shannon Simmers, Regulatory Compliance Officer. Additionally, the City's Wastewater Treatment Plant was recognized as the CWEA SARBS Wastewater Treatment Plant of the Year.

2023 Regional SCAG Conference Voting Delegate

Mayor Tejeda opened the discussion to consider designating a Voting Delegate to represent the City at the 2023 Regional Conference of the Southern California Association of Governments (SCAG) and General Assembly. As public comment, Greg Brittain voiced concerns that SCAG's authority had grown too powerful, and he urged the delegates to vote to preserve the City's way of life and to avoid limiting housing.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, to designate Council Member Mario Saucedo to serve as the voting delegate and Mayor Pro Tem Barich to serve as the alternate voting delegate at the 2023 Regional Conference of the Southern California Association of Governments (SCAG).

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Resolution. No. 8464 - Street Vacation No. 189

Mayor Tejeda declared the meeting open as a public hearing and called on Principal Planner Sean Reilly for a review of Resolution. No. 8464, Street Vacation No. 189, to consider a request to vacate a portion of excess street right-of-way that is 30 feet in width and approximately 927 feet in length, and totaling approximately 27,805 square feet in area, located on the north side of Edgemont Drive along the property frontages of 212 and 226 Edgemont Drive. The Applicant, Aysar Helo, explained that authorizing the street vacation would remove the right-of-way from his property. One written comment was received from Steve Rogers, who objected to the Council approving the vacation without the appropriate review and oversight of the City Engineer. With no further discussion, the Mayor closed the public hearing.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, Resolution No. 8464 to vacate a portion of excess street right-of-way (Street Vacation No. 189) that is 30 feet in width and approximately 927 feet in length, and totaling approximately 27,805 square feet in area, located on the north side of Edgemont Drive along the property frontages of 212 and 226 Edgemont Drive (APNs: 0294-141-33-0000 and 0294-141-12-0000). The proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

Resolution No. 8471 HSPC Decision Appeal

Mayor Tejeda declared the meeting open as a public hearing and called on Principal Planner Sean Reilly for a detailed report on an Appeal of the Historic and Scenic Preservation Commission's decision to deny Demolition Permit No. 357, related to a request to demolish a 2,794 square foot single family dwelling over 50 years of age located at 130 Sierra Vista Drive by Bryan and Celina McKernan. Consultants Alexandra Perlman and John LoCascio, of Historic Resources Group (HRG), identified the methods they used to perform the integrity analysis and examine the property. It was determined that the home was not eligible for inclusion in the National Register of Historic Places or the California Register of Historical Resources, and not eligible for designation as a City of Redlands Historic Landmark or Historic Resource. The property had undergone substantial alterations and no longer retained sufficient integrity to convey any potential significance under the required criteria to be eligible for listing. A peer review, performed by ECORPS, concurred with HRG's conclusions. Appellant Celina McKernan expressed disappointment with the Historic and Scenic Preservation Commission (HSPC) decision to deny the demolition and reminded everyone the subject property was currently not recorded in the City's list of local historic resources.

As public comment, Kathleen Beall and John P Beall passionately spoke of the unique aspects of this mid-century modern house and its architect, Clare Henry Day. They recently submitted an application, along with other appropriate documents, to nominate 130 Sierra Vista for inclusion on the Local Historic Resource List and it was their opinion that property rights were not an issue because no property was being taken away from the owners. They reminded everyone that demolitions were permanent actions. City Attorney Garcia clarified the nomination paperwork was an application to add the property to the Resource List and would not pause any actions related to the property at this time. Six written comments were received, with four requesting the Council deny the appeal, one requesting approval of the appeal and one requesting the Council consider sending this back to the HSPC. As rebuttal, Morgan Gallagher, representing Bryan and Celina McKernan, urged the Council to consider the experts who evaluated the property, with both consultants coming to the same conclusion. Mayor Tejeda closed the public hearing.

Council Members agreed this was a tough decision to make. Several comments were raised and discussed, including the merits of the two consultant's reports that were in opposition to the opinions of the H&SP Commissioners, the guidelines as spelled out in the Municipal Code and a suggestion from Mayor Tejeda to preserve the home by soliciting a buyer who could move the property to another location.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council approved, by roll call vote, Resolution No. 8471 to uphold the appeal and reverse the Historic and Scenic Preservation Commission's decision to deny Demolition Permit No. 357 and to approve Demolition Permit No. 357, to demolish a 2,794 square foot single family dwelling over 50 years of age located at 130 Sierra Vista Drive (APN: 0176-173-09-0000).

Vote: 3 - 2 Passed

NAY: Council Member Denise Davis
Council Member Jenna Guzman-Lowery

NEW BUSINESS

ESRI Enterprise License Agreement

Claudia Caceres, GIS Supervisor, explained the need for the Enterprise License Agreement with Esri for mapping software and services for a period of three years in the amount not-to-exceed $273,409.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council unanimously approved, by roll call vote, the Enterprise License Agreement with Esri for a period of 3 years at an amount not-to-exceed $273,409 for mapping software and services.

Vote: 5 - 0 Passed

Resolution No. 8439 Flag Display Policy

City Attorney Abich Garcia provided a timeline and background of the request to amend the Display Policy for the United States, State, Local and Other Flags to Authorize the Flying of the Rainbow Pride Flag at City Hall in the Month of June. She explained the First Amendment does not require the government to allow all speech on city property and she reviewed the U.S. Supreme Court decision acknowledging that when the government has a clear policy and guidelines, the government may advance its own speech without requiring viewpoint neutrality when the government itself is the speaker, so long as the government speech does not show religious preference or encourage a certain vote in an election.

As public comment, twenty-two people supported amending the existing policy to allow the Pride flag to fly in the month of June, as a visible sign that the City supports and protects marginalized groups and is committed to creating a safe and welcoming community for all. Eight people were opposed to flying the Pride flag and thought the change in policy was divisive, showing a preference for one group over another. They recommended the City retain its current flag display policy authorizing only the US, state, local and MIA/POW to fly on City poles.

Each Council Member offered their perspectives on the matter. Council Members Davis and Guzman-Lowery were in support of amending the policy and noted that the Pride flag was already being flown at the state level and on some federal sites and this action would put

Redlands in alignment with the City's Strategic Plan, promoting diversity, equity and inclusion. Council Member Saucedo said the US flag already promoted inclusivity, representing all people. Furthermore, he supported the LGBTQ+ community and was in favor of anyone who chose to fly the Pride flag on their own private property. Mayor Pro Tem Barich was uncomfortable giving preference to one group over another. Mayor Tejeda was concerned about the Supreme Court decision and was worried that approving the policy might handcuff future city councils. He said there was no guarantee future council members would support this. Council Members were appreciative of all the speakers who took the time to address the Council.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council failed to approve, by roll call vote, Resolution No. 8439 amending the Display Policy for the United States, State, Local and Other Flags to Authorize the Flying of the Rainbow Pride Flag at City Hall in the Month of June. With the motion failing, Resolution No. 6633 will remain as the City display policy for flags, restricting the use of city-owned flag poles to display only the U.S., State of California and City of Redlands flags and the POW/MIA flag.

Vote: 2 - 3 Failed

NAY: Mayor Eddie Tejeda
Mayor Pro Tempore Paul Barich
Council Member Mario Saucedo

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Tejeda and Council Member Saucedo participated in the Community Day of Service. Improvements to Israel Beal Park were quite significant.

Mayor Pro Tem Barich attended the Fire Department Promotion and Awards Ceremony. He hosted the Mayor of Freemont, CA and provided a tour of Step Up in Redlands, showing off the facility as an example of ways to deal with homelessness.

Council Member Davis was proud of the Redland Youth Council's efforts during the recent resource fair held at Step Up in Redlands.

ADJOURNMENT

The meeting adjourned at 9:48 P.M. in memory of City Treasurer Robert Dawes. Each Council Member expressed their sympathy for the loss of such a great man, who served selflessly in so many ways and touched the lives of us all. He will be greatly missed. The next regular meeting of the City of Redlands City Council will be held on May 16, 2023.

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

Chairperson 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 Saucedo, the minutes of the regular meeting of April 4, 2023 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 9:49 P.M. The next regular meeting of the Agency will be held on June 6, 2023.