CITY OF REDLANDS

CITY COUNCIL

A G E N D A

APRIL 18, 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

ROBERT DAWES
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

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

Recycled Paper

A G E N D A

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

TUESDAY, APRIL 18, 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

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 labor negotiator - Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiator:	Laura Kalty, Liebert Cassidy Whitmore; Janice McConnell; Tommi Ng, Danielle Garcia
Employee Organizations:	Redlands Association of Department Directors Redlands Association of Management Employees Redlands Association of Mid-Management Employees Redlands Association of Safety Management Employees Redlands Association of Fire Management Employees Redlands Police Officers Association Redlands Professional Firefighters Association Redlands Civilian Safety Employees Teamsters Local 1932 Redlands Chapter

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6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation by Mayor Tejeda***
Pledge of Allegiance by the J&B Singers of Judson and Brown Elementary School
(In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

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

G. **Presentations**

1. National Pet Adoption Day Proclamation presented to Redlands Animal Shelter Supervisor Jodi Kroeger

2. Arbor Day Proclamation presented to Chris Sedmack

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

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

1. Approve the regular meeting minutes of April 4, 2023 (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring the month of April 2023 as Child Abuse Prevention Month (Mayor Tejeda)

3. Authorize issuance of a proclamation declaring May 4, 2023 as National Day of Prayer in the City of Redlands (Mayor Tejeda)

4. Authorize the issuance of a proclamation declaring April 28, 2023 as Arbor Day in the City of Redlands (Mayor Tejeda)

5. Authorize the issuance of a proclamation declaring April 30, 2023, as National Adopt a Shelter Pet Day (Mayor Tejeda and Council Member Guzman-Lowery)

6. Authorize issuance of a proclamation declaring March 30, 2023 as Welcome Home Vietnam Veterans Day (Mayor Tejeda and Council Member Saucedo)

7. Disclosure of Settlement Agreement and Release of All Claims - Sherry Allen; San Bernardino County Superior Court Case No. CIVDS 1908766 (City Attorney Garcia)

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8. Adopt ORDINANCE NO. 2955 (Second Reading) AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE, CHAPTER 18.156, IMPLEMENTING NEW WAREHOUSE DEVELOPMENT STANDARDS, AND AMENDING OTHER CHAPTERS OF TITLE 18 TO REQUIRE A CONDITIONAL USE PERMIT FOR NEW WAREHOUSE DEVELOPMENT PROJECTS, AS DEFINED, IN THE COMMERCIAL INDUSTRIAL (C-M), LIGHT INDUSTRIAL (M-1), GENERAL INDUSTRIAL (M-2), AND INDUSTRIAL (I-P) ZONING DISTRICTS (Development Services Director Desatnik)

9. Adopt Resolution No. 8461 assigning an Americans with Disabilities Act (ADA) Coordinator, updating ADA grievance procedure, rescinding Resolutions No. 6248 and 7171, and determining that approval of this resolution is exempt from environmental review in accordance with Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

10. Approve a single-source purchase of the Cellebrite software and hardware to run the Cellebrite system, to perform forensic analysis of mobile devices, for the amount of $54,326.07 (Interim Police Chief Tolber)

11. Approve a purchase order increase modification of $40,000, for a not to exceed total of $90,000, with Galls LLC for the purchase of body armor and other law enforcement equipment (Interim Police Chief Tolber)

12. Approve an agreement with Watson Furniture Group for the Emergency Operations Center office reconfiguration in the amount of $115,623.87 (Interim Police Chief Tolber)

13. Approve a request to hold the Redlands Firefighter's Car show event hosted by the Redlands Professional Firefighters Association on May 28, 2023, at Ed Hales Park and along East State Street; authorize temporary street closures related to the event; approve a request for in-kind support in the amount of $6,594.00; authorize the sale and consumption of alcoholic beverages at the event, 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)

14. Approve an agreement with Pro-Craft Construction, Inc. for city wide on-call plumbing and repair services for a one-year term and two (2) additional one-year terms for an amount not to exceed $150,000 (Assistant City Manager Boatman)

15. Approve the license agreement with Randy Nordgren, business name "Dawg Social", for a hot dog cart located at City Hall, 35 Cajon Street, and determination that approval of the agreement is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

16. Approve a Second Amendment to the Public Works Contract with My Electrician Inc. for the Redlands Bowl Electrical and Theatrical Lighting Upgrade, to extend time for completion by two hundred ten (210) calendar days (Assistant City Manager Boatman)

17. Approve the request for the serving and consumption of alcoholic beverages at Heritage Park and the Grove School property for the Farm to Fork Dinner Fundraiser supporting the Armantrout Education Foundation to be held on April 22, 2023, and determine that approval of the request 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)

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J. **Communications**

1. Video Series: Working for You (Public Information Officer Baker)

K. **Public Hearings**

1. Resolution No. 8462
(Mayor to declare meeting open as a public hearing)

   a. Public Hearing to consider Resolution No. 8462 - A request for approval of Street Vacation No. 191 to vacate approximately 1,317 linear feet of public right-of-way adjacent to the frontage of the parcel located at the northwest corner of Wabash Avenue and Reservoir Road (identified as Assessor's Parcel Number 0174-281-13-0000) (Applicant: Terracina Recovery, LLC) (Development Services Director Desatnik)

L. **New Business**

1. Consideration of the 2022 Annual Progress Reports for the General Plan and the 2021-2029 Housing Element (Development Services Director Desatnik)

2. Acceptance of the FY22 Emergency Operations Center Grant Program subrecipent award in the amount of $712,500, for the City of Redlands Emergency Operations Center improvement project, and approve an additional appropriation for the same (Fire Chief Sessler)

3. Consideration of a Public Works Contract with Matich Corporation for the Pavement Management Program (PMP) 2022 Street Resurfacing Project for an amount not-to-exceed $4,970,068, approval of a $970,068 additional appropriation from the unassigned PARIS Fund, and determination that the Project is categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

4. Consideration of a purchase order modification in the amount of $70,000 with Olin Corporation for supply and delivery of sodium hypochlorite bringing the total purchase order amount to $365,000 for the remainder of Fiscal Year 22/23 (Municipal Utilities and Engineering Director Harris)

5. Consideration of an agreement with Quinmar Janitorial, Inc. for city-wide janitorial services for a three-year term, not to exceed $1,495,309.92 and approval of additional appropriations in the amount of $81,578.71 for Fiscal Year 2022-23 and $139,731.84 for Fiscal Year 2023-24 (Assistant City Manager Boatman)

6. Consideration of the First Amendment to the Agreement with Southern California Fleet Services to increase the total compensation for an amount not to exceed $2,230,000; adoption of Resolution No. 8463 amending Resolution No. 8331 to approve a Purchase Order Modification with Ray Gaskin Service, Inc. not-to-exceed $300,000 to obtain equipment-specific parts (Assistant City Manager Boatman)

7. Consideration of a Memorandum of Understanding for Land Use Entitlement Processing with the County of San Bernardino and PR III/MP Redlands Industrial, LLC (Assistant City Manager Boatman)

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

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N. **Adjournment**

The next regular meeting of the City Council will be held on May 2, 2023.

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

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City Council Meeting **I. 1.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the regular meeting minutes of April 4, 2023 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of April 4, 2023.

Attachments

Regular meeting minutes of April 4, 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 April 4, 2023 at 5:00 P.M.

Present:	Eddie Tejeda, Mayor Paul Barich, Mayor Pro Tempore Jenna Guzman-Lowery, Council Member Mario Saucedo, Council Member
Absent:	Denise Davis, 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; Chris Catren, Police Chief; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief

Mayor Tejeda called the meeting to order and announced there were no closed session matters scheduled for the City Council to consider. The meeting was recessed at 5:00 P.M.

RECONVENE CITY COUNCIL MEETING

Mayor Tejeda reconvened the meeting at 6:00 P.M. and announced that comments could be presented in-person, via Zoom, via cell phone or landline. An invocation was provided by Mayor Pro Tempore Barich. The pledge of allegiance to the American flag was conducted by the Student Lighthouse Team of Bryn Mawr Elementary School.

PRESENTATIONS

Redlands Pet Adoption

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

Teacher of Excellence Certificates

Mayor Tejeda presented Teacher of Excellence certificates to Ana Aguirre, Krista Burgess, and Andrea Jessup of Redlands Unified School District. The Mayor noted that Jennifer Baldwin, another recipient was unable to attend tonight's meeting.

DMV/Donate Life California

Mayor Tejeda presented a Proclamation declaring the month of April 2023, as DMV/Donate Life California to John and Susan VanCampen, representing One Legacy.

Dolores Huerta Day Proclamation

Council Member Saucedo presented a Proclamation recognizing Dolores Huerta Day to Connie Aguirre, Dolores Cortez, Maria Pilar Lara, and Jessie Agnus Lara.

PUBLIC COMMENT

Teamsters Support- Rich Smith, representing the Teamsters Local 1932, stressed the importance of treating all City bargaining units with respect and dignity during labor negotiations. Over 100 additional City employees were present showing their support.

Pride Flag For and Against - Jay Zercher spoke in opposition to revising the current flag policy and flying the pride flag in June as he thought this action would cause divisiveness and discriminate against other groups. Tracy Wise and Felipe Albertao supported flying the Pride Flag as a way to show that Redlands welcomes everyone.

Various Concerns - Dennis Bell announced A.K. Smiley Library was seeking public input for the Library's 5-year strategic plan and he recommended everyone take the survey. He was concerned about the workplace culture of the Redlands Police Department and he complained that the Arrow Train had very low ridership.

Memorial Plaque - Tom Fontanes suggested the Council consider providing funds for a memorial plaque at the Palm Springs Air Museum for Dr. Robert White, in memory of his Distinguished Flying Cross.

Earth Day Support - Aaron Guest thanked the City and ANCA for their efforts in supporting the goals of Earth Day.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, the minutes of the regular meeting of March 21, 2023.

Vote: 4 - 0 Passed

Donate Life Month Proclamation

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, the issuance of a proclamation declaring the month of April, 2023 as National Donate Life Month.

Vote: 4 - 0 Passed

Earth Day Proclamation

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, the issuance of a proclamation declaring April 22, 2023, as Earth Day.

Vote: 4 - 0 Passed

Arts, Culture, and Creativity Month Proclamation

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, the issuance of a proclamation declaring the month of April 2023 as Arts, Culture, and Creativity Month.

Vote: 4 - 0 Passed

Dolores Huerta Day Proclamation

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, the issuance of a proclamation declaring April 10, 2023, as Dolores Huerta Day.

Vote: 4 - 0 Passed

Citizens' Measure T Oversight Committee Appointment

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council appointed, by roll call vote, Edward Millican (District 3) to serve a two-year term on the Measure T Oversight Committee ending March 21, 2025.

Vote: 4 - 0 Passed

Support Letter of AB 1000 Good Neighbor Policy

Assistant City Manager McConnell provided background on AB 1000 and requested the City Council authorize Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1000 Good Neighbor Policy. As public comment, Dennis Bell thought the timing was too late. Jimmy Elrod of Southwest Carpenters Union, LIUNA (Laborers Union) members Alex Zamora, Bill Quisenberry, Al Sanchez, Thomas Ruiz, Alex Artiaga, and Jose Garcia, and Bill Blankenship of NAIOP Inland Empire opposed AB 1000 stating it was a job killer, took away local control, was only recently proposed and needed more time for vetting. They encouraged the City to take more time and consider all options, such as the new bill proposed by Assemblymember Ramos.

Those in support of AB 1000 were Maria Rizvi, representing Assemblymember Eloise Reyes, who sponsored the bill, Joquin Castillejos, Felipe Albertao and a member of ICIJ. They questioned the merits of the Ramos Bill and pointed to the concerns of outdoor vendors who

are suffering health impacts from working so closely to warehouses. Andy Hoder urged the Council to seek a balance of protecting health and safety without losing sight of the economic benefits of warehouses.

Council Members discussed their concerns, including how the bill might affect local control, whether they should consider an alternative bill, AB 1748 as proposed by Assemblymember James Ramos, the idea of tabling the item for a future date, the notion of community over industry and questions surrounding the sustainability of warehouses.

On motion of Council Member Mario Saucedo, seconded by Mayor Pro Tempore Paul Barich, the City Council, by roll call vote, authorized Mayor Tejeda to sign a letter on behalf of the City in support of AB 1000 Good Neighbor Policy.

Vote: 2 - 2 Failed

NAY: Mayor Eddie Tejeda
Council Member Jenna Guzman-Lowery

Bid Rejection Water and Wastewater Laboratory Services

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council rejected, by roll call vote, all bids received for Water and Wastewater Laboratory Services and directed staff to solicit new bids.

Vote: 4 - 0 Passed

Emergency Resolution No. 8065 Report

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, to receive and file the report regarding Emergency Resolution No. 8065 proclaiming the existence of a local emergency in response to COVID-19 (Coronavirus Disease 2019).

Vote: 4 - 0 Passed

Resolution No. 8455 Emergency Paramedic Services Special Tax

Fire Chief Sessler reviewed Resolution No. 8455 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2023-2024 and that in 1985, the voters approved this special tax assessment necessary to fund anticipated paramedic expenses, provided the special tax rate does not exceed the maximum allowance limits as set forth in Ordinance No. 1900. As public comment, Dennis Bell wondered how much of the General Fund was being used to pay for this program and he recommended the City use Measure T funds.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, Resolution No. 8455 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2023-2024.

Vote: 4 - 0 Passed

Resolution No. 8454 Intent to Vacate Street Right-of-Way

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, Resolution No. 8454 declaring the City Council's intention to vacate excess street right-of-way (Street Vacation No. 189) that is 30 feet in width and approximately 927 feet in length, and totaling approximately 28,805 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). This proposal is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines (Development Services Director Desatnik)

Vote: 4 - 0 Passed

Resolution No. 8458 Outside City Utility Connection

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, Resolution No. 8458 for a new connection to the City of Redlands water distribution system and sewer collection system at 1231 Ansley Lane in the unincorporated community of Mentone, Tract 13514, Lot 7, Outside City Case No. 23-01; and determined that the Resolution is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of the California Environment Quality Act (CEQA) guidelines.

Vote: 4 - 0 Passed

Resolution No. 8456 Outside City Water Service Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, Resolution No. 8456 relating to Pre-Annexation Agreement No. 23-01 for the provision of water service to a vacant lot for a water connection and sewer connection for a proposed single-family residence on a vacant parcel located at 1231 Ansley Lane in the unincorporated community of Mentone, (APN: 029-391-07-0000); and determined that approval of this resolution is exempt from environmental review pursuant to Sections 15319 and 15303(d) of the California Environmental Quality Act (CEQA) guidelines.

Vote: 4 - 0 Passed

Resolution No. 8459 Outside City Utility Connection

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, Resolution No. 8459 for a new connection to the City of Redlands water distribution system and sewer collection system at 1235 Ansley Lane in the unincorporated community of Mentone, Tract 13514, Lot 8, Outside City Case No. 23-02; and determined that the Resolution is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of the California Environment Quality Act (CEQA) guidelines.

Vote: 4 - 0 Passed

Resolution No. 8457 Outside City Water Service Agreement

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council adopted, by roll call vote, Resolution No. 8457 relating to Pre-Annexation Agreement No. 23-02 for the provision of water and sewer service to a vacant lot for a proposed single-family residence on a vacant parcel located at 1235 Ansley Lane in the unincorporated community of Mentone, (APN: 029-391-08-0000) and determine that adoption of this Resolution is exempt from environmental review pursuant to Sections 15319 and 15303(d) of the California Environmental Quality Act (CEQA) guidelines.

Vote: 4 - 0 Passed

Support of AB 1708

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council authorized, by roll call vote, Mayor Tejeda to sign a letter on behalf of the City of Redlands in support of AB 1708.

Vote: 4 - 0 Passed

COMMUNICATIONS

ANCA Earth Day Events

Mayor Tejeda introduced Richard Corneille, of Accelerate Neighborhood Climate Action (ANCA) who provided a timeline of activities planned in celebration of Saturday, April 22 Earth Day. This year the celebration is called "A Day of Climate Action in Redlands", and will offer 30 projects throughout the community, including both hands-on and educational activities. Mayor Tejeda encouraged everyone to participate in Earth Day activities and presented a Proclamation in celebration of Earth Day to Mr. Corneille and Linda Richards.

NEW BUSINESS

Ordinance No. 2922 Re-introduction Sidewalk Vending

Assistant City Manager Boatman summarized Ordinance No. 2922 to establish regulations governing sidewalk vendors within City limits. He explained that on March 21, 2023, the City Council approved the introduction of the ordinance of the City of Redlands adding Chapter 12.45 and amending Chapter 12.44 to the Redlands Municipal Code. In 2018, 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. Upon approval of the introduction of Ordinance No. 2922, staff identified a few minor revisions and typos that are necessary for clarification of the new ordinance.

In recent years, the city has seen a trend in the operation of sidewalk vendors within the city limits. Some vendors have risked the health and safety of the public by creating traffic hazards and operating without appropriate health or food handling permits. Currently, the City's Municipal Code does not contain regulations for the operation of sidewalk vendors.

Speakers opposed to the ordinance included, Eddie Sanchez, Felipe Albertao, Lyzzeth Mendoza, Neha Basu, Jessica Alocer, Yeni Ruiz, David Freidman, Tracy Wise, Alissa Slaughter, Javier Hernandez, Ana Gonzales, Joquin Castillejos, and representatives from Revolution Carts, Richard Gomez and Matt Geller. They focused on the benefits that sidewalk vendors bring to a community, such as neighborhood vitality, economic value and safer streets. They urged the Council to table the matter and take more time to thoroughly examine the proposed recommendations as submitted by Maribel Nunez from Inland Equity Community Land Trust and in partnership with Inland Coalition for Immigrant Justice.

Andrea Ramirez questioned the need to re-introduce this item, supported the ordinance, as is, and thought it necessary to protect the public's health and safety and require vendors to comply with all state, county and city regulations. Through a lengthy Council Member discussion, the merits of the ordinance were debated. Mayor Pro Tem Barich and Council Member Guzman-Lowery agreed to meet as an ad hoc committee, study the recommendations as submitted by Mirable Nunez and report back to the Council.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council agreed, by roll call vote, 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.

Vote: 3 - 1 Passed

NAY: Mayor Eddie Tejeda

Resolution No. 8460 National Opioids Settlement Agreements

City Attorney Abich Garcia presented Resolution No. 8460 regarding approval of National Opioids Settlement Agreements with Allergan, CVS, Teva, Walgreens, and Walmart. The resolution would authorize the City to participate in the national settlements with the Settling Defendants on the terms and conditions of those settlement agreements. On April 5, 2022, the City Council approved an agreement with San Bernardino County to reallocate Redlands' portion of the settlement proceeds to be used by the County for its county-wide opioid remediation programs. These settlements, if agreed and adopted, will provide substantial funds to states and subdivisions for abatement of the opioid epidemic across the country and will impose changes in the way the Settling Defendants conduct their business with regard to the distribution of opioid medications.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, Resolution No. 8460 authorizing the City to participate in the national settlements with the Settling Defendants on the terms and conditions of those settlement agreements; and authorized the City Manager to execute the referenced settlement agreements.

Vote: 4 - 0 Passed

PUBLIC HEARING

Ordinance No. 2955 Warehouse Projects Development & Operating Standards

Mayor Tejeda declared the meeting open as a public hearing and called on Brian Foote, Planning Manager of Development Services, for a summary of Ordinance No. 2955 for Ordinance Text Amendment No. 365 to amend Title 18 (Zoning Regulations) of the Redlands Municipal Code to establish new development standards and operating standards for warehouse development projects within the City. The proposed ordinance would require a Conditional Use Permit for new warehouse development projects in Commercial Manufacturing (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zones. On February 21, 2023, the City Council held a public hearing, received public comments, and discussed the proposed ordinance. Councilmembers suggested the possibility of a prohibition on all new warehouse developments in the City, and continued the matter so that staff could research the potential for a zoning code amendment. Staff recommended it was not advisable to implement a total prohibition on new warehouse development projects, as there are very few remaining large vacant lots in the City within one mile of a freeway that could support the development of a new warehouse/distribution center.

As public comment, Jimmy Elrod, of Southwest Carpenters Union, Bill Blankenship of NAOP Inland Empire and Nicole Torstvet, Development Director of Prologis, all fully supported the new standards and recommended the Council introduce the Ordinance tonight. One written comment was received from Donald Weder, President of Seven W enterprises, Inc., expressing confidence in the Council's decision. With no further comment, Mayor Tejeda closed the public hearing. Each Council Member thanked the staff for their efforts and echoed their support of the ordinance.

On motion of Council Member Mario Saucedo, seconded by Council Member Jenna Guzman-Lowery, the City Council introduced, by roll call vote, Ordinance No. 2955 and found that the Ordinance is exempt pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Pro Tem Barich encouraged everyone to participate in the Earth Day activities on April 22.

ADJOURNMENT

There being no further action required the meeting adjourned at 9:07 P.M. The next regular meeting of the City of Redlands City Council will be held on April 18, 2023.

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

Chairman Tejeda called the meeting to order and offered anyone present the opportunity to address the Board on any subject, not already on the agenda, within the jurisdiction of the Successor Agency.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Barich, seconded by Board Member Guzman-Lowery, the minutes of the regular meeting of March 7, 2023 were unanimously approved, by roll call vote.

Vote: 4 – 0 Passed (Board Member Davis Absent)

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 9:08 P.M. The next regular meeting of the Agency will be held on May 2, 2023.

City Council Meeting **I. 2.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of April 2023 as Child Abuse Prevention Month (Mayor Tejeda)

MOTION:

I move to authorize issuance of a proclamation declaring the month of April 2023 as Child Abuse Prevention Month.

Attachments

Proclamation - Child Abuse Prevention Month 2023

PROCLAMATION

Child Abuse Prevention Month

WHEREAS, all children have the right to receive the care, protection and guidance a family provides, to be free from harm, and to have their physical, emotional and educational needs met, State and Federal governments have proclaimed April 2023 as Child Abuse Prevention Month for the purpose of promoting community involvement in the prevention of child abuse; and

WHEREAS nearly 30,000 children in San Bernardino County were referred to Children and Family Services for suspected child abuse and neglect in 2022; and

WHEREAS the Adverse Childhood Experiences (ACE) Study conducted by Drs. Vincent J. Felitti and Robert F. Anda demonstrates long term health, social, and economic risks that result from childhood trauma; and

WHEREAS as the prevention of child abuse requires rigorous solutions, energy, strength, determination and commitment from concerned citizens and the entire community, the County of San Bernardino provides services and professionals in the field of child abuse who are dedicated, compassionate and skilled in the prevention of child abuse; and

WHEREAS with the Blue Ribbon as the international symbol for child abuse prevention, the San Bernardino County Children's Network, in partnership with the San Bernardino County Board of Supervisors, the member agencies of the San Bernardino County's Children's Policy Council and Child Abuse Prevention Committee, have planned a Blue-Ribbon Media Campaign – the 24th "Annual Shine a Light on Child Abuse" Awards during the month of April to increase awareness of child abuse;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby declares the month of April 2023, as Child Abuse Prevention Month and encourage its residents, schools, non-profit organizations, businesses and other entities in the community to engage in activities and events that assist in the efforts to prevent child abuse and provide for children's physical, emotional and developmental needs.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 4th day of April 2023.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring May 4, 2023 as National Day of Prayer in the City of Redlands (Mayor Tejeda)

MOTION:

I move to authorize issuance of a proclamation declaring May 4, 2023 as National Day of Prayer in the City of Redlands

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Attachments

National Day of Prayer 2023

PROCLAMATION

National Day of Prayer

WHEREAS, Americans have long turned to prayer both in times of joy and times of sorrow. On their voyage to the New World, the earliest settlers prayed that they would "rejoice together, mourn together, labor, and suffer together, always having before our eyes our commission and community in the work;" and

WHEREAS, from that day forward, Americans have prayed as a means of uniting, guiding, and healing. In times of hardship and tragedy, and in periods of peace and prosperity, prayer has provided reassurance, sustenance, and affirmation of common purpose; and

WHEREAS, the National Day of Prayer is a tradition in this country dating back to 1775; and

WHEREAS, at a time in our nation's history when the power of prayer is needed more than ever, it is fitting that individuals come together in the community to publicly demonstrate their faith in the power of divine intercessions; and

WHEREAS, in 1988, the first Thursday in May was permanently chosen as National Day of Prayer; and

WHEREAS, the National Day of Prayer belongs to all Americans. It is a day that transcends differences, bringing together citizens from all backgrounds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim May 4, 2023, as the National Day of Prayer and urges all citizens to observe this day in keeping with their personal beliefs.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 18th day of April 2023.

_____

Eddie Tejeda, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 4.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize the issuance of a proclamation declaring April 28, 2023 as Arbor Day in the City of Redlands (Mayor Tejeda)

MOTION(S):

I move to authorize the issuance of a proclamation declaring April 28, 2023 as Arbor Day in the City of Redlands

RECOMMENDATION:

Staff recommends that the City Council authorize issuance of the proclamation for calendar year 2023 recognizing the celebration of Arbor Day in the City of Redlands.

DISCUSSION:

The City of Redlands has enjoyed long-term standing as a Tree City USA. The award is bestowed annually in recognition of work completed by the City during the previous calendar year. Tree City USA cities are recognized for their urban forestry aesthetics, enhanced air quality, positive public image, and heightened civic pride through urban forestry management.

Each year, the City declares its continued dedication to National Arbor Day by approving a proclamation recognizing the celebration of this day with the planting of trees at locations recommended by the Street Tree Committee and approved by the Facility and Community Services Department. In 2021, the City coordinated the planting of six replacement trees comprised of Red Flowering Gum Eucalyptus, Peppermint Box Eucalyptus, and Western Redbud trees. These six specimen replaced four large and failing Mulberry trees, the Mulberry trees began to fail sporadically which created a very hazardous situation as these trees immediately abut Texonia Park's playground area.

The City Council's approval of the proclamation for the annual celebration of the National Arbor Day is a prerequisite to the City being recognized by the National Arbor Day Foundation as a Tree City USA. This year, 2022, will mark the twenty-seventh year that the National Arbor Day Foundation will bestow the City of Redlands with the designation of Tree City USA.

ALTERNATIVES:

The City Council may choose not to approve the proclamation.

STRATEGIC PLAN:

Supports Focus Area D: Land Resource Management

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Erik Reeves, Field Services Superintendent

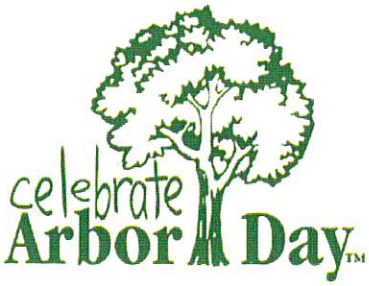
Fiscal Impact

Fiscal Year:	N/A
Revenue Generating:	N/A
Appropriation Required Y/N:	N/A
Amount:	N/A
Budgeted Y/N:	N/A
Account No.:	N/A

Discussion:
Not Applicable

Attachments

Arbor Day Proclamation



WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in Redlands increase property values, enhance the economic vitality of business areas, and beautify our community. Trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the City of Redlands enjoys a rich heritage and dedication to the continued health and preservation of the City's urban forest;

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Redlands declares April 28th, 2023, as ***Arbor Day*** and encourages all residents to support efforts to protect our trees and woodlands; and

BE IT FURTHER RESOLVED, that the City Council of the City of Redlands encourage all residents to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 18th day of April, 2023.

_____
Eddie Tejeda, Mayor

Attest:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 5.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize the issuance of a proclamation declaring April 30, 2023, as National Adopt a Shelter Pet Day (Mayor Tejeda and Council Member Guzman-Lowery)

MOTION:

I move to authorize issuance of a proclamation declaring April 30, 2023 as National Adopt a Shelter Pet Day.

Attachments

National Adopt a Shelter Pet Day 2023

PROCLAMATION

National Adopt a Shelter Pet Day

WHEREAS, each year, National Adopt a Shelter Pet Day raises awareness for thousands of pets that are waiting for and needing adoption from the shelters; and

WHEREAS, more than 6 million pets end up homeless every year in the U.S.; and

WHEREAS, in the City of Redlands there are more than 45 pets awaiting homes on any given day; and

WHEREAS, animal shelter employees in our community work tirelessly to help homeless pets receive the care and attention they need and deserve; and

WHEREAS, animal shelters can't function without the help from volunteers in our community, who play a vital role in helping homeless pets through donations of time and funds; and

WHEREAS, pets make life better by giving people love, companionship and comfort; getting us outside for exercise; and helping us build social connections, which can help boost your immune system and increase your energy; and

WHEREAS, our community recognizes the evidence that suggests that attachment to animal companions is good for human health and helps build a better community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands declares April 30th, 2023, as ***National Adopt a Shelter Pet Day*** in the City of Redlands and encourages all residents to support the efforts of our local shelters and adopt a shelter pet;

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 18th day of April 2023.

_____

Eddie Tejeda, Mayor

_____

Jenna Guzman-Lowery, Councilmember

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 6.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring March 30, 2023 as Welcome Home Vietnam Veterans Day (Mayor Tejeda and Council Member Saucedo)

MOTION:

I move to authorize issuance of a proclamation declaring March 30, 2023, as Welcome Home Vietnam Veterans Day.

Attachments

Proclamation - Welcome Home Vietnam Veterans Day

PROCLAMATION

Welcome Home Vietnam Veterans Day

WHEREAS, the first U.S. military advisors were sent to Vietnam in 1950 to aid the French; and

WHEREAS, the U.S. evacuated all troops in April 1975, marking the end of U.S. involvement in the Vietnam War; and

WHEREAS, 324,400 Californians served in the Vietnam War; and

WHEREAS, during the Vietnam War, more than 18,000 Californians were wounded and 5,822 were killed; and

WHEREAS, although the Nation was divided in its support of the Vietnam War, the outstanding strength, service, and sacrifice of those who fought should not be forgotten; and

WHEREAS, on September 25, 2009, Governor Schwarzenegger signed AB 717 which established March 30th as "Welcome Home Vietnam Veterans Day," and encourages public schools and educational institutions to observe that day and to conduct exercises recognizing the contributions of all those involved in the Vietnam War and remembering the sacrifices those veterans made for their Country;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim March 30, 2023, as *Welcome Home Vietnam Veterans Day* in the City of Redlands and commends those veterans who risked their lives.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 18th day of April 2023.

_____

Eddie Tejeda, Mayor

_____

Mario Saucedo, Councilmember

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 7.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement Agreement and Release of All Claims - Sherry Allen; San Bernardino County Superior Court Case No. CIVDS 1908766 (City Attorney Garcia)

DISCUSSION:

Attached is a copy of the "Settlement Agreement and Release of All Claims," which reflects the terms and conditions for settlement of the above-mentioned litigation as approved 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.

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

PREPARED BY:

Larry Alms, Administrative Analyst

Attachments

A. Settlement Agreement

Vinesign Document ID: 72E21305-0A40-46F3-A300-CEE89227281D

AGREEMENT OF SETTLEMENT AND GENERAL RELEASE

1. *PARTIES*: The parties to this Agreement of Settlement and General Release ("Agreement") are Sherry Allen ("Plaintiff"), and City of Redlands ("Defendants").

2. *RECITALS*: This Agreement is made with reference to the following facts:

2.1 Certain disputes and controversies have arisen between the parties hereto.

2.2 Such disputes and controversies include, but are not limited to, the claims, demands and case or causes of action set forth by the parties hereto in a civil action pending in the San Bernardino County Superior Court and entitled Sherry Allen v City of Redlands, et al., Case No. CIVDS 1908766.

2.3 It is the intention of the parties hereto to settle and dispose of, fully and completely, any and all claims, demands and cause or causes of action existing as of the effective date of this agreement and arising out of, connected with, or incidental to the dealings between parties hereto to the effective date hereof including, without limitation on the generality of the foregoing, any and all claims, demands and cause or causes of action reflected in the civil action referenced in Paragraph 2.2 above.

3. *DISMISSAL*: Concurrently with the execution of this Agreement, Plaintiff shall dismiss, with prejudice, the civil action referenced in Paragraph 2.2 above, in exchange for the promises, covenants, conditions and payments set forth in Paragraph Four.

4. *PAYMENT*: Concurrently with the execution of this Agreement, Defendant shall pay to Plaintiff, the aggregate sum of ONE HUNDRED SIXTY THOUSAND DOLLARS ($160,000.00) in a check made payable to the James P Carr PC Attorney Client Trust Account for immediate disbursement to Plaintiff SHERRY ALLEN, her attorneys and any lien holders, including, but not limited to, Kaiser Permanente through the Rawlings Company.

5. *GENERAL RELEASE*: In consideration of the mutual general releases contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each party hereto, the parties promise, agree and generally release as follows:

5.1 Except as to such rights or claims as may be created by this Agreement, each party hereto hereby releases, remises and forever discharges each other party hereto from any and all claims, demands and cause or causes of action existing as of the effective date and arising out of, connected with or incidental to the dealings between the parties hereto prior to the effective date hereof including, without limitation on the generality of the foregoing, any and all claims, demands and cause or causes of action reflected in the civil action referenced in Paragraph 2.2 above.

The signed document can be validated at https://app.vinesign.com/Verify

5.2 Each party to this Agreement specifically waives the benefit of provisions of Section 1542 of the Civil Code of the State of California, as follows:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. *REPRESENTATIONS AND WARRANTIES*: Each of the parties to this Agreement represents and warrants to, and agrees with, each party hereto, as follows:

6.1 Each party has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code Section 1542.

6.2 No party (nor any officer, agent, employee, representative, or attorney of or for any party), has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation, omission or promise of any other party (or of any officer, agent, employee, representative, or attorney of or for any party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

6.3 Each party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement, and all the matters pertaining thereto, as it deems necessary.

6.4 Each party or responsible officer thereof has read this Agreement and understands the contents hereof. Each of the officers executing this Agreement on behalf of their respective corporations is empowered to do so and thereby binds such respective corporation.

6.5 In entering into this Agreement and the settlement provided for herein, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith including, without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be and is final and binding between the parties hereto, regardless of any claims of misrepresentation, promise made without the intention to perform, concealment of fact,

mistake of fact or law, or of any other circumstance whatsoever.

6.6 Each party has not heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, and cause or causes of action disposed of by this Agreement.

6.7 Each term of this Agreement is contractual and not merely a recital.

6.8 Each party is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties to fully, finally and forever to settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed between them. In furtherance of such intention, the releases given herein shall be and remain in effect as full and complete mutual releases of all such matters, notwithstanding the discovery of existence of any additional or different claims of facts relative thereto.

6.9 The parties will execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement.

6.10 Plaintiff agrees to hold Defendant harmless from, and defend and indemnify Defendant from, the claims of any and all medical care providers and/or lienholders, including, but not limited to, Kaiser Permanente, providing medical services to Plaintiff as a result of the subject accident.

7. *SETTLEMENT*: This Agreement effects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by any party hereto of any liability of any kind to any other party. Each of the parties hereto denies any liability in connection with any claim and intends hereby solely to avoid litigation and buy its peace.

8. *MISCELLANEOUS*:

8.1 This Agreement shall be deemed to have been executed and delivered within the State of California and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.2 This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing, signed by the parties thereto.

8.3 This Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, assigns, heirs, successors in interest and shareholders.

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

8.5 In the event of litigation relating to this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

8.6 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

8.7 The parties expressly agree that the Court shall retain jurisdiction over the terms of this settlement and shall specifically retain jurisdiction to entertain a motion to enforce the settlement should the need for such a motion arise.

This Agreement, consisting of five pages, is made and entered into on and as of 03/28/2023, in Redlands, California, and is effective as of this date.

SHERRY ALLEN, Plaintiff

CITY OF REDLANDS

BY: _____
EDDIE TEJEDA, Mayor

ATTEST

BY: _____
JEANNE DONALDSON, City Clerk

APPROVED AS TO FORM AND CONTENT:

JAMES CARR, Attorney for Plaintiff
SHERRY ALLEN

BRUCE E. DISENHOUSE, Attorney for Defendant
CITY OF REDLANDS

City Council Meeting **I. 8.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt ORDINANCE NO. 2955 (Second Reading) AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE, CHAPTER 18.156, IMPLEMENTING NEW WAREHOUSE DEVELOPMENT STANDARDS, AND AMENDING OTHER CHAPTERS OF TITLE 18 TO REQUIRE A CONDITIONAL USE PERMIT FOR NEW WAREHOUSE DEVELOPMENT PROJECTS, AS DEFINED, IN THE COMMERCIAL INDUSTRIAL (C-M), LIGHT INDUSTRIAL (M-1), GENERAL INDUSTRIAL (M-2), AND INDUSTRIAL (I-P) ZONING DISTRICTS (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Ordinance No. 2955.

RECOMMENDATION:

It is recommended the City Council adopt of Ordinance No. 2955, amending Title 18 (Zoning Regulations) of the Redlands Municipal Code, Chapter 18.156, implementing new warehouse development standards, and amending other chapters of Title 18 to require a conditional use permit for new warehouse development projects, as defined, in the Commercial Industrial (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zoning districts.

DISCUSSION:

The proposed ordinance and staff report prepared for the introduction of this ordinance are available in the City Clerk's office.

ALTERNATIVES:

The Council may continue this matter in order to allow additional time to review Ordinance No. 2955.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

Codification: $22/per page affected by the change
Legal Publication: $285

Attachments

Ordinance No. 2955 Warehouse Development Standards

ORDINANCE NO. 2955

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE, CHAPTER 18.156, IMPLEMENTING NEW WAREHOUSE DEVELOPMENT STANDARDS, AND AMENDING OTHER CHAPTERS OF TITLE 18 TO REQUIRE A CONDITIONAL USE PERMIT FOR NEW WAREHOUSE DEVELOPMENT PROJECTS, AS DEFINED, IN THE COMMERCIAL INDUSTRIAL (C-M), LIGHT INDUSTRIAL (M-1), GENERAL INDUSTRIAL (M-2), AND INDUSTRIAL (I-P) ZONING DISTRICTS.

WHEREAS, Ordinance No. 2955 (Ordinance Text Amendment No. 365) would amend Chapter 18.156 (Development Provisions for Specific Uses) of Title 18 (the City's "Zoning Ordinance") of the Redlands Municipal Code to implement new development standards for warehouse development projects, as defined, and to amend the list of permitted and conditionally permitted uses in the Commercial Industrial (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zones to require a Conditional Use Permit for new warehouses, as defined; and

WHEREAS, on December 13, 2022, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 365 and at which the Planning Commission continued the public hearing to January 24, 2023; and

WHEREAS, on January 24, 2023, the Planning Commission held a continued public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 365 and at which the Planning Commission considered Ordinance Text Amendment No. 365; and

WHEREAS, the proposed Ordinance No. 2955 is exempt from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and

WHEREAS, following the public hearing on January 24, 2023, the Planning Commission determined that Ordinance Text Amendment No. 365 would be in conformity with the 2035 General Plan, and would be consistent with goals of the General Plan for transportation, connectivity, compatibility and harmonious relationship of different land uses, and energy sustainability; and

WHEREAS, on January 24, 2023, the Planning Commission recommended to the City Council that proposed Ordinance No. 2955 be approved; and

WHEREAS, in accordance with Government Code section 65090, on or about March 24, 2023, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance No. 2955 would be considered by City Council; and

WHEREAS, on February 21, 2023, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance No. 2955.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

SECTION 1. California Environmental Quality Act. The proposed Ordinance Text Amendment does not require environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the zoning code amendment may have a significant effect on the environment, insofar as it would impose additional construction and operational requirements on certain warehouse and distribution facilities within the City. Furthermore, even if the proposal is considered a project, the proposed zoning code amendment is categorically exempt under CEQA Guidelines Section 15308, because it is clear that it will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the adoption of regulations and development standards on such warehouse and distribution facilities. Accordingly, no further environmental review is necessary.

SECTION 2. Chapter 18.156 of the Redlands Municipal Code, entitled "Development Provisions for Specific Uses," is hereby amended to add Article XII. Warehouses and Logistics Distribution Centers, to read as follows:

"**ARTICLE XII. Warehouses and Logistics Distribution Centers**

18.156.900: DEFINITIONS:

A. *Warehouse* means warehouse/distribution facilities primarily used for the storage and/or consolidation of manufactured goods before their distribution to retail locations or other warehouses. Warehouse/distribution centers are fifty thousand (50,000) square-feet or more in gross floor area or contain six (6) or more truck docks or dock high loading doors. They are characterized by dock high loading doors and could be on opposing sides of the building (cross dock facility); may include grade-level loading doors; interior clear heights a minimum of 28 to 36 feet to ceiling for the warehousing floor area; significant movement and storage of products, materials, or equipment; may include receiving, sorting, re-packaging, and/or re-distribution; truck activities frequently outside of the peak hour of the adjacent street system; and need freeway access. This definition excludes facilities owned and operated by a government agency or any public or private utilities. Warehousing and distribution facilities include, but are not limited to, the following types of uses:

- Warehousing distribution/high cube distribution centers
- Parcel delivery terminals or truck terminals
- Parcel sorting and distribution facilities

- Package allocation for delivery drivers or independent delivery contractors
- Parcel hub or high cube fulfillment center
- Freight yards or forwarding terminals
- Moving agencies
- Shipping/receiving yards

B. *Warehousing, ancillary,* means the use of a portion of a building for the related storage of goods of any type by one or two businesses and used for the sale or distribution of those goods directly to their customers. A manufacturing, assembly, service commercial, or other type of commercial or industrial use (i.e., primary use) manufactures and/or stores and distributes the goods or components that are produced or contained on-site, and therefore includes the related storage of those goods or items. Ancillary storage or warehousing is subordinate and incidental to the primary land use (e.g., manufacturing, assembly, service commercial, or other type of primary commercial or industrial use). Ancillary storage or warehousing may include ground level loading doors on one or more sides of the building, or not more than five (5) dock high loading doors on one side of the building only.

18.156.910: APPLICABILITY:

The provisions of this section shall apply to the following types of development projects:

A. New warehouse development projects that meet one of the following criteria (note: excludes government agency facilities and public or private utility facilities).

1) Gross floor area of fifty thousand (50,000) square-feet or more; or,
2) A structure with six (6) or more truck docks or dock high loading doors (does not include grade-level loading doors or loading spaces).

B. Development or redevelopment projects for existing or proposed warehouse facilities involving demolition, reconstruction, repairing, or rebuilding that exceed fifty percent (50%) of the reasonable replacement value of the existing structure or property.

1. Estimates for this purpose shall be reviewed and approved by the building official and the Development Services Director, or their respective designees, and shall be based on the minimum cost of construction in compliance with the California Building Code.
2. For the purpose of this section, "assessed value" shall mean the assessed value of the structure as shown on the County of San Bernardino property assessment roll in effect at the time of the occurrence of the casualty, or at the time the repair and maintenance is first conducted.
3. Redevelopment of a property and/or building shall include the feasible provisions of Section 18.156.930 through 18.156.960 of this Article, as determined by the Planning Commission.

C. Required Compliance. No new warehouse development project shall be constructed, no redevelopment or reconstruction of a property for warehouse use, and no existing warehouse shall be moved, altered, or enlarged, except in accordance with the applicable development standards of this Article.

18.156.920: SITE LOCATION REQUIREMENT:

A. No warehouses shall be located on a project site more than one mile (5,280 feet) from a freeway entrance/exit ramp to the Interstate Freeway System (Interstate 10 and Interstate 210). For purposes of this requirement, the linear distance shall be measured as a radius from a freeway ramp to any part of the subject property.

18.156.930: SCREENING AND BUFFERING REQUIREMENTS:

A. Warehouse developments shall provide a solid decorative wall(s) of at least ten feet (10') in height when abutting any sensitive receptors. Sensitive receptors for purposes of this section shall be defined as any residence including private homes, condominiums, apartments, and living quarters, schools, preschools, daycare centers, in-home daycares, hospitals, long-term care facilities, retirement and nursing homes, community centers, places of worship, parks (excluding trails), and dormitories. The exterior treatment of the wall(s) shall be decorative or painted.

B. Unless physically impossible, loading docks and truck entries shall be oriented away from abutting sensitive receptors. To the greatest extent feasible, loading docks, truck entries, and truck drive aisles shall be located away from nearby sensitive receptors. In making feasibility decisions, the City must comply with existing laws and regulations and balance public safety and the site development's potential impacts to nearby sensitive receptors. Therefore, loading docks, truck entries, and drive aisles may be located nearby sensitive receptors at the discretion of the Planning Commission, but any such site design shall include measures designed to minimize overall impacts to nearby sensitive receptors.

C. Trees shall be used as part of the solid screen buffering treatment for any adjacent residential properties or properties with sensitive receptors. Trees used for this purpose shall be evergreen, drought-tolerant, minimum 36-inch box size, and shall be spaced no greater than 40-feet on center. Palm trees shall not be used for screening purposes. The property owner and any successors in interest shall maintain these trees for the duration of ownership ensuring any unhealthy or dead trees are replaced timely as needed.

D. Trees shall be installed in automobile (passenger vehicle) parking areas to provide at least thirty five percent (35%) shade cover of parking areas within fifteen (15) years. This requirement is in addition to the applicable standard design requirements for parking lot landscape and related improvements. Trees shall be planted that are capable of implementing this requirement.

18.156.940: TRAFFIC PATTERNS AND SIGN REQUIREMENTS:

A. Applicants for entitlements shall prepare and submit a Truck Routing Plan demonstrating the most direct route(s) to and from the Interstate Freeway System based on the city's latest Truck Route Map. Routes to or from freeway ramps shall not pass through any residential zones or districts.

B. A traffic impact assessment (TIA) report shall be prepared to evaluate a proposed warehouse project's compliance with the City's Measure U traffic system requirements, and shall include an evaluation of the City's streets and Truck Routes that provide vehicular access to the Interstate Freeway System, including, but not limited to: existing right-of-way width; roadway capacity to handle the proposed quantity of truck trips to be generated by the proposed use (including any road widening that may be necessary); roadway design and improvements to handle the weight and frequency of proposed truck trips; intersection operations to freeway ramps and level of service analysis to include the proposed truck trips; truck turn radii at intersections; and other operational elements of the City's street network to serve the proposed use. The TIA may be prepared by a qualified consultant selected and directed by the City (and all consultant costs to be reimbursed by the applicant), or by a qualified traffic consultant selected by the applicant (and all work subject to the direction, review, and approval by the City).

C. Entry gates into the loading dock/truck court area with more than 20 loading docks shall be positioned after a minimum of 140 feet of total available stacking depth inside the property line (or alternatively, if 140 feet of depth is not feasible due to site constraints, then provide 70 feet of available stacking depth for two trucks side-by-side as an alternative design). The stacking distance shall be increased by 70 feet for every 20 loading docks beyond 50 docks. Queuing, or circling of vehicles, on public streets immediately pre- or post-entry to an industrial commerce facility is strictly prohibited unless queuing occurs in a deceleration lane or right turn lane exclusively serving the facility.

D. Prior to entitlement approval, applicants shall submit to the City, and obtain approval of, all turning templates to verify adequate truck turning movements at entrance and exit driveways as well as street intersections adjacent to industrial buildings. Unless not physically possible, truck entries shall be located on Collector streets or streets of a higher commercial classification, and vehicle entries shall be designed to prevent truck access on streets that are not Collector Streets (or streets of a higher commercial classification), including but not limited to by limiting the width of vehicle entries.

E. Anti-idling signs indicating a five (5) minute restriction on engine idling for diesel trucks shall be posted at warehouses and industrial commerce facilities along entrances to the site and within the dock areas and shall be strictly enforced by the facility operator (13 CCR § 2480).

F. Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan to be routed to the Interstate Freeway System.

G. Signs and drive aisle pavement markings shall clearly identify the onsite circulation pattern to minimize unnecessary on-site vehicular travel.

H. Facility operators shall post signs in prominent locations inside and outside of the building indicating that off-site parking for any Medium Heavy-Duty trucks, Heavy Heavy-Duty trucks, truck trailers or cabs, and other operations-related vehicles is strictly prohibited. City may require facility operator to post signs on adjacent and nearby surface or residential streets indicating that off-site truck parking is prohibited by City ordinance.

I. All signs under this Section shall be legible, durable, and weather-proof.

18.156.950: SUSTAINABLE ENERGY:

A. A minimum of ninety percent (90%) of the on-site motorized operational equipment shall be zero emission (ZE).

B. All warehouse building roofs shall install photovoltaic (PV) solar collector system or other form of on-site renewable energy, provided such renewable energy source is recognized by the State of California as a renewable resource under the Renewable Portfolio Standard Program. The renewable energy system shall be metered separately from the nonrenewable metered power usage of the building (if not in conflict with other applicable regulations). The renewable energy system shall be built to generate an amount of electricity sufficient to meet the following criteria:

1. Annualized building demand based on the approved use or, if no use is proposed, then the demand for the most energy intensive use that could occupy the building; and

2. Annualized demand required to charge fully electric vehicles and trucks, assuming that all vehicles and trucks to the site are fully electric; and

3. A reasonable rate of efficiency loss over ten years.

Note: Electricity demand that exceeds the generation capacity of the on-site renewable energy system may be obtained from off-site energy sources or suppliers.

C. The warehouse building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index (SRI) in accordance with current California Energy Code regulations. This material shall be the minimum solar reflective rating of the roof material for the life of the building.

D. The on-site passenger vehicle parking shall include electric vehicle (EV) ready parking spaces in accordance with current requirements of the California Building Code, and at least fifty percent (50%) of the required EV parking spaces shall be equipped with working Level 2 Quick Charge EV charging stations installed and operational, prior to building occupancy. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles. Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.

E. Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide chilled, cooled, or freezer warehouse space, a conduit shall be installed during construction of the building shell from the electrical room to all (100%) of the loading dock doors that have potential to serve the refrigerated space. When tenant improvement building permits are issued for any refrigerated warehouse space, electric plug-in units shall be installed at every dock door servicing the refrigerated space to allow transport refrigeration units (TRUs) to plug in. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks.

18.156.960: OPERATION AND CONSTRUCTION:

A. Cool surface treatments shall be added to all drive aisles and parking areas, or such areas shall be constructed with a solar-reflective cool pavement such as concrete. Solar collectors may be installed on support structures that provide shade over parking areas to achieve minimum requirements.

B. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized twenty-five percent (25%) larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity.

C. All exterior light fixtures (including but not limited to parking lot lighting, wall fixtures, roof fixtures, light poles, etc.) visible from public right-of-way or abutting properties shall have shielding affixed to contain illumination within the subject property and prevent light trespass and glare overspill.

D. The facility operator shall be required to perform regular maintenance of building structures, landscaping, and paved surfaces to ensure good physical condition and appearance.

E. For any sites with warehouses that are abutting or adjacent to any residential properties or properties containing sensitive receptors, any outdoor storage of

materials, high-pile storage, or any other manner of storage or staging shall not exceed the height of the perimeter wall.

F. Additional operating conditions may be enacted for an individual Warehouse project pursuant to a Conditional Use Permit (RMC Chapter 18.192) for the purpose of avoiding or reducing potential off-site nuisance effects of the warehouse facility (including but not limited to traffic, parking, noise, vibration, air quality emissions, etc.) on nearby sensitive receptors or residential districts, or to protect the public health, safety, or general welfare."

SECTION 3. Redlands Municipal Code Section 18.100.040, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the C-M zone include:

A. Auto services: No open service bays shall face a public street, or they shall be screened:

Brake relining.
Glass installation.
Muffler installation.
Painting.
Repair.
Upholstery.

B. Commercial sales and service:

Agricultural supplies and equipment.
Automobile equipment.
Automobile, new and used.
Bicycle, boat and motorcycle.
Building material and hardware.
Cabinet shop.
Camper and mobilehome.
Drive-in stores, such as milk and food, no alcohol beverage sales.
Electrical apparatus and equipment.
Furniture, appliances and carpeting.
Garden and farm supplies.
Interior decorator studios.
Machinery, equipment and supplies.
Nurseries; no outdoor display of merchandise other than plants.
Office equipment.
Paint.
Pet and pet supply.
Plumbing, heating, air conditioning and refrigeration equipment and supplies.
Radio, television and musical instruments.

C. Industrial:

Uses permitted in the M-P planned industrial district.
Recreation and entertainment: The following uses are subject to approval of a conditional use permit if within three hundred feet (300') of a residential area.
Bowling lanes, skating rinks, and sports arenas, no alcohol beverage sales.
Drive-in theaters.

D. Services:

Auction houses.
Auto rental.
Bus terminals and similar transit facilities.
Cleaning and dyeing plants, laundries, linen and towel service.
Furniture upholstery.
Governmental agencies.
Ice manufacture, cold storage, and frozen food lockers.
Mail order houses.
Motels and hotels.
Parcel delivery.
Pest control.
Public scales.
Radio and television broadcasting studios.
Restaurants.
Retreading of tires.
Sign painters.

E. Other uses:

Agricultural uses permitted in the M-P district.
Business, technical, trade or professional schools.
Clubs, lodges, and similar organizations.
Electric distribution substations, public utility buildings and service yards.
Van and storage; self-storage or mini-storage facilities.
Warehousing, ancillary to another primary use (see RMC Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Wholesalers.

SECTION 4. Redlands Municipal Code Section 18.100.070, entitled "Conditional Uses," is hereby amended to read as follows:

"18.100.070: CONDITIONAL USES:

The following uses may be permitted in the C-M zone subject to approval of a conditional use permit:

Uses listed in chapter 18.192 of this title.
Ambulance service.
Animal hospitals.
Bowling lanes, skating rinks, and sports arenas, with alcohol beverage sales.

Cocktail lounges and bars.
Drive-in stores, such as milk and food, with alcohol beverage sales.
Equipment rental.
Radio and television transmitter towers higher than fifty feet (50') above ground level.
Regional shopping center containing at least one department store and a minimum gross land area of thirty five (35) acres; uses permitted shall be limited to those contained in the C-3 zone.
Retail store containing a minimum gross leasable area of seventy five thousand (75,000) square feet, subject to the parking requirements for neighborhood commercial districts.
Service stations.
Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title."

SECTION 5. Redlands Municipal Code Section 18.108.030, entitled "Permitted and Accessory Uses," is hereby amended to read as follows:

"In the M-1 zone, principal permitted uses shall be as follows:

A. Uses permitted in the M-P, planned industrial district.

B. Accessory uses:

Commercial sales and service incidental to a principal permitted use.
Employee recreational facilities and play areas.
Storage buildings incidental to a permitted use.
Superintendent or caretaker dwelling. One dwelling unit on the same parcel of land as a permitted use needing continual supervision, to be occupied exclusively by a superintendent or a caretaker and his family.
Other accessory uses and buildings customarily appurtenant to a permitted use.

C. Manufacturing:

Manufacture and assembly of electrical equipment and supplies, such as coils, condensers, lamps, switches, wire and cable assembly.

Manufacture of ceramic products, such as pottery, figurines and small glazed tile, utilizing only previously pulverized clay, and provided that kilns are fired only by electricity or gas.

Manufacture of cutlery, hardware, hand tools and kitchen utensils.

Manufacture, processing or treatment of products other than those which may be obnoxious or offensive by reason of emission of odor, dust, smoke, gas, noise, vibration or hazard.

Manufacturing, assembling, compounding, packaging and processing of articles or products from the following previously prepared materials: asbestos, bristles, bone, feathers, hair, horns, leather, metal, paints (excluding any boiling process), paper, textiles.

Manufacturing, compounding, processing, canning or packaging of products such as bakery goods, candy and soft drinks, dairy products, food products (excluding fish and meat products, sauerkraut, vinegar, yeast, and the rendering or refining of fats and oils).

Mattress manufacture, repair, rebuildings and recovering.

D. Other uses:

Agricultural supplies and equipment, sales and service.
Agricultural uses, but excluding dairies, stockyards, slaughter of animals, and manufacture of fertilizer.
Automobile accessory and parts sales.
Automobile repair services; no open service bays shall face a public street, or they shall be screened.
Automobile sales, new and used.
Barbershops.
Boat, mobilehome and camper sales and services.
Building material and hardware sales.
Catering services.
Cleaning and dyeing plants, laundries, linen and towel service.
Creameries.
Electric distribution substations, electric transmission substations, and public utility buildings and service yards.
Furniture upholstery.
Ice manufacture and storage, frozen food lockers, and cold storage plants.
Lumberyards (no planing mills).

E. Machine shops and such uses as the following:

Anodizing shops.
Blacksmith shops.
Cabinet or carpenter shops.
Die and pattern making shops.
Electroplating shops.
Grinding shops.
Metal engraving shops.
Metal finishing and plating shops.
Polishing shops.
Sheet metal shops.
Tinsmith shops.
Welding shops.
Parking lots, commercial.
Petroleum bulk plants.
Plumbing, heating or electrical shops.
Real estate, business and professional offices.
Repair and fix-it shops.
Repair garages, body and fender works and auto painting, providing all work is conducted within a completely enclosed structure.

Retreading and recapping of tires.
Service stations.
Sign painters.
Taxidermy shops.
Tree surgeons.
Volume sales outlets, such as furniture, appliances and carpeting.
Warehousing, ancillary to another primary use (see RMC Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Wholesaling.

SECTION 6. Redlands Municipal Code Section 18.108.050, entitled "Conditional Uses," is hereby amended to read as follows:

"The following uses may be permitted in the M-1 zone subject to approval of a conditional use permit:

Animal and pet hospitals, kennels and animal pounds.
Automobile wash, mechanical or self-service.
Building materials storage yards.
Business, technical, trade or professional schools.
Commercial recreation such as bowling lanes and skating rinks.
Contractors' storage yards.
Equipment rentals.
Feed and fuel yards.
Motels.
Outdoor vehicle storage and holding lot, with no dismantling or wrecking permitted.
Restaurants.
Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title."

SECTION 7. Redlands Municipal Code Section 18.112.030, entitled "Permitted and Accessory Uses," is hereby amended to read as follows:

"Principal permitted uses in the I-P zone include:

A. Accessory uses:

Commercial sales and service incidental to a principal permitted use.
Employee recreational facilities and play areas.
One dwelling unit on the same parcel of land as a permitted use needing continual supervision, to be occupied exclusively by a superintendent or a caretaker and his family.
Storage buildings incidental to a permitted use.
Other accessory uses and buildings customarily appurtenant to a permitted use.

B. Manufacturing:

Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines.

Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines.

Manufacture of chemicals and chemical products, except those requiring a conditional use permit.

Manufacture of food products, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils and yeast; but not including fish or meat products.

Manufacturing and processing of the following, conducted in an enclosed building, except that any outdoor manufacturing or processing operation in this group of uses shall be subject to approval of a conditional use permit:

Abrasives.
Aircraft and aircraft accessories.
Aluminum products.
Asbestos.
Automobiles, trucks and trailers.
Automotive accessories and parts.
Boats.
Candles.
Canvas.
Carpets and rugs.
Cellophane.
Cloth.
Composition wallboard.
Cork.
Felt.
Fiber.
Fur.
Glass, but excluding blast furnaces.
Glazed tile.
Hemp products.
Ink.
Jute products.
Leather.
Linter.
Metal foil.
Metal products.
Missiles and missile components, excluding explosive fuels.
Motors and generators.
Paper.
Plastics.
Porcelain products.
Pulp goods.

Putty.
Railroad equipment.
Rubber products.
Sisal products.
Starch and dextrine.
Structural steel products.
Textiles.
Tile.
Wire and wire products.
Yarns.

Metal fabricating, heat treating, pickling and stamping.

Transit and transportation terminals, repair and storage facilities.

C. Services:

Blueprinting, photocopying and film processing.
Business and research offices related to the administration and operation of the permitted industrial uses.
Electrical distribution substations, electrical transmission substations, public utility service yards and steam electric generating stations.
Laboratories.
Lumberyards.
Newspaper publishing.
Off street parking.
Offices, business and professional.
Petroleum bulk plants.
Printing, lithographing, publishing.
Public buildings.
Public utility offices.
Radio and television broadcasting.
Restaurants operated for employees on the premises.
Trade union halls.
Warehousing, ancillary to another primary use (see RMC Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Wholesaling."

SECTION 8. Redlands Municipal Code Section 18.112.050, entitled "Conditional Uses," is hereby amended to read as follows:

"The following uses may be permitted subject to approval of a conditional use permit:

A. Heliports.

B. Manufacturing of:

Acetylene.
Ammonia.
Aniline dyes.
Bleaching powder.
Breweries, distilleries and wineries.
Bronze, babbitt metal and similar alloys.
Carbide.
Carbolic, hydrochloric, picric and sulfuric acid.
Caustic soda.
Cellulose and celluloid.
Chlorine.
Coal, coke or coal tar products.
Exterminating agents.
Film.
Gas.
Lacquer, shellac, turpentine, varnish or calcimine (Kalsomine).
Linoleum or oilcloth.
Matches.
Nitrating of cotton and other materials.
Phenol.
Potash.
Pyroxylin.
Rubber (natural or synthetic).
Soap, tallow, grease and lard.
Radio transmitter towers higher than fifty feet (50') above ground level.

C. Storage of:

Oil or gas in amounts of two thousand five hundred (2,500) barrels or more.
Oil or gas within three hundred feet (300') of any residential zone, school or park.
Recreational vehicles and boats.

D. Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title."

SECTION 9. Redlands Municipal Code Section 18.116.030, entitled "Permitted Uses," is hereby amended to read as follows:

"Principal permitted uses in the M-2 zone include:

A. Uses permitted in the M-1 industrial zone.

B. Contractors' yards and shops, including building, masonry, painting, concrete, electrical, plumbing, refrigeration, roofing, heating and air conditioning.

C. Electrical distribution substations, electrical transmission substations, nonnuclear electric generating stations, and public utility buildings, office, and service yards, and steam electric generating stations.

D. Food products manufacture, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils and yeast; but not including fish or meat products.

E. Lumberyards, lumber processing and woodworking, including planing mills, plywood, veneering, wood preserving and laminating.

F. Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines.

G. Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines.

H. Manufacture of chemicals and chemical products, except those requiring a conditional use permit.

I. Manufacture, storage, reconditioning and exchange of such items as cans, containers, boxes, barrels, bottles and bags.

J. Manufacturing and processing of the following, conducted in an enclosed building, except that any outdoor manufacturing or processing operation in this group of uses shall be subject to approval of a conditional use permit:

Abrasives.
Aircraft and aircraft accessories.
Aluminum products.
Asbestos.
Automobiles, trucks and trailers.
Automotive accessories and parts.
Boats.
Bricks.
Burial vaults and caskets.
Candles.
Canvas.
Carpets and rugs.
Cement products.
Chalk.
Clay pipe and clay products.
Composition wallboard.
Glass, but excluding blast furnaces.
Glazed tile.
Graphite and graphite products.
Hemp products.
Ink.
Jute products.
Linter.
Metal foil.

Metal products.
Missiles and missile components, excluding explosive fuels.
Motors and generators.
Paraffin products.
Plastics.
Porcelain products.
Pulp goods.
Pumice.
Putty.
Railroad equipment.
Rubber products.
Sand and lime products.
Sisal products.
Starch and dextrine.
Steel products.
Stone products.
Structural steel products.
Tile.
Wire and wire products.

K. Metal fabricating, heat treating, pickling and stamping.

L. Storage facilities, except those requiring a conditional use permit.

M. Warehousing, ancillary to another primary use (see RMC Chapter 18.156, Article XII).

N. Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors."

SECTION 10. Redlands Municipal Code Section 18.116.050, entitled "Conditional Uses," is hereby amended to read as follows:

"In the M-2 zone, the following uses may be permitted subject to approval of a conditional use permit:

A. Airports, heliports and landing strips.

B. Animal, food or beverage processing of the following kinds:

Breweries, distilleries and wineries.
Meat or fish products packing, canning or processing.
Vinegar, yeast and sauerkraut.

C. Asphalt, concrete and earth products activities of the following kinds:

Asphalt batching plants.
Concrete mixing and batching plants.
Rock crushing plants and aggregate dryers.

Sandblasting plants.
Butane service and filling stations.

D. Commercial and service type uses which the commission, after study and deliberation, finds are needed to serve the M-2 district, and which will not interfere with the orderly development of the industrial area, and which will be compatible with industrial uses.

E. Distilling of:

Alcohol.
Bones.
Coal.
Coal tar.
Coke.
Wood.
Heavy metal works of the following kinds:
Blast furnaces.
Boiler works.
Drop forge industries.
Drop hammers.
Forges, foundries and forging works.
Metal and metal ore reduction or smelting.
Rolling mills.

F. Manufacturing of:

Acetylene.
Ammonia.
Aniline dyes.
Asphalt or asphalt products.
Bleaching powder.
Bronze, babbitt metal and similar alloys.
Carbide.
Carbolic, hydrochloric, picric and sulfuric acid.
Caustic soda.
Cellophane.
Cellulose and celluloid.
Cement, lime, gypsum or plaster of Paris.
Charcoal, lampblack or fuel briquettes.
Chlorine.
Coal, coke or coal tar products.
Creosote.
Exterminating agents.
Fertilizer.
Film.
Gas.
Lacquer, shellac, turpentine, varnish or calcimine (kalsomine).
Linoleum or oilcloth.

Matches.
Nitrating of cotton and other materials.
Phenol.
Potash.
Pyroxylin.
Rubber (natural or synthetic).
Soap, tallow, grease and lard.
Radio transmitter towers, higher than fifty feet (50') above ground level.

G. Refining of:

Fats and oils.
Metals and metal ores.
Petroleum and petroleum products.
Sugar.
Salvage, wrecking and disposal activities of the following kind:
Automobile wrecking and salvage.
Building wrecking and salvage.
Dumps, including garbage and trash disposal.
Industrial waste material salvage, waste metal, rag, clothing, glass and paper salvage operations.
Sewer farm or sewage disposal plants.

H. Storage of:

Automobiles and other vehicles purchased for wrecking operations.
Fertilizer or manure.
House movers' equipment and buildings moved from other locations.
Oil or gas in amounts of two thousand five hundred (2,500) barrels or more.
Oil or gas within three hundred feet (300') of any residential zone, school or park.
Sand, gravel, rock or decomposed granite in amounts of two thousand (2,000) tons or more.
Used building materials or secondhand buildings.

I. Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title."

SECTION 11. 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 the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the _____ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **I. 9.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8461 assigning an Americans with Disabilities Act (ADA) Coordinator, updating ADA grievance procedure, rescinding Resolutions No. 6248 and 7171, and determining that approval of this resolution is exempt from environmental review in accordance with 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 that adoption of Resolution No. 8461 is exempt from environmental review in accordance with Section 15061(b)(3) of the State guidelines implementing the California Environmental Quality Act; and

2. I move that City Council adopt Resolution No. 8461.

RECOMMENDATION:

Staff recommends that City Council determine that the adoption of Resolution No. 8461 is exempt from environmental review in accordance with Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act and adopt Resolution No. 8461.

DISCUSSION:

In February 2004, City Council adopted Resolution No. 6248 establishing a grievance procedure and ADA Coordinator pursuant to the Americans with Disabilities Act (ADA). In June 2012, City Council approved Resolution No. 7171 amending Resolution No. 6248 to assign a new ADA Coordinator for the City of

Redlands. Resolution No. 8461 rescinds Resolutions No. 6248 and 7171, authorizes the City Manager or his designee to be the ADA Coordinator, and updates the grievance procedure policy to comply with National Institute on Disability, Independent Living, and Rehabilitation Research standards.

Adoption of the Resolution is exempt from environmental review in accordance with California Environmental Quality Act Section 15061(B)(3) since it is reasonably certain that this action will have no significant negative environmental effect.

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
Goutam K. Dobey, City Engineer

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

Discussion:
There is no fiscal impact associated with this action.

Attachments

A. Resolution 8461
B. Resolution No. 6248 (Reference Only)
C. Resolution No. 7171 (Reference Only)

RESOLUTION NO. 8461

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ASSIGNING AN AMERICANS WITH DISABILITIES ACT (ADA) COORDINATOR, UPDATING A GRIEVANCE PROCEDURE FOR COMPLAINTS RELATING TO THE AMERICANS WITH DISABILITIES ACT, AND RESCINDING RESOLUTIONS NO. 6248 AND 7171

WHEREAS, assigning an Americans with Disabilities Act (ADA) Coordinator and updating the grievance procedure for complaints relating to the ADA is needed for the City of Redlands;

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

Section 1. The City Council of the City of Redlands hereby authorizes the City Manager, or his/her designee, to be an ADA Coordinator.

Section 2. The City Council of the City of Redlands hereby adopts the following Grievance procedure pursuant to the Americans with Disabilities Act:

"This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act. It may be used by any member of the public who wishes to file a complaint alleging discrimination on the basis of his or her disability and the policies or the provision of services, activities, and programs of the City of Redlands.

The complaint should be in writing and contain information about the alleged discrimination such as the name, address, and phone number of the complainant, and the location, date, and description of the problem. Alternative means of filing complaints such as personal interviews or a recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the complainant as soon as possible, but not later than sixty (60) calendar days after the alleged violation, to:

ADA Coordinator
City of Redlands
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373
(909) 798-7584

Within fifteen (15) calendar days after receipt of the complaint, the City's ADA Coordinator will meet with the complainant to discuss the complaint and its possible resolution. Within fifteen (15) calendar days after the meeting, the City will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City and offer options for substantive resolution of the complaint.

If the response by the City's ADA Coordinator does not satisfactorily resolve the issue, the complainant may appeal the decision of the ADA Coordinator within fifteen (15) calendar days after receipt of the response, to the City Manager.

Within fifteen (15) calendar days after receipt of the appeal, the City Manager will meet with the complainant to discuss the complaint and its possible resolution. Within fifteen (15) calendar days after the meeting the City Manager will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the City's ADA Coordinator appeals to the City Manager and responses from the ADA Coordinator and City Manager will be kept by the City for at least three (3) years."

Section 3. That Resolutions No. 6248 and 7171 of the City Council of the City of Redlands are hereby rescinded.

ADOPTED, SIGNED, AND APPROVED this 18th day of April, 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 18th day of April, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 6248

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A GRIEVANCE PROCEDURE FOR COMPLAINTS RELATING TO THE AMERICANS WITH DISABILITIES ACT

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

Section I. The City Council of the City of Redlands hereby adopts the following Grievance procedure pursuant to the Americans with Disabilities Act:

"This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act. It may be used by any member of the public who wishes to file a complaint alleging discrimination on the basis of his or her disability and the policies or the provision of services, activities and programs of the City of Redlands.

The complaint should be in writing and contain information about the alleged discrimination such as the name, address and phone number of the complainant, and the location, date and description of the problem. Alternative means of filing complaints such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the complainant as soon as possible, but no later than 60 calendar days after the alleged violation, to:

Bill Hemsley, ADA Coordinator
City of Redlands
P.O. Box 3005
35 Cajon Street, Suite 222
Redlands, CA 92373
(909) 798-7655

Within 15 calendar days after receipt of the complaint, the City's ADA Coordinator will meet with the complainant to discuss the complaint and its possible resolution. Within 15 calendar days after the meeting, the City will respond in writing, and, where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City and offer options for substantive resolution of the complaint.

If the response by the City's ADA Coordinator does not satisfactorily resolve the issue, the complainant may appeal the decision of the ADA coordinator, within 15 calendar days after receipt of the response, to the City Manager.

Within 15 calendar days after receipt of the appeal, the City Manager will meet with the complainant to discuss the complaint and its possible resolution. Within 15 calendar days after the meeting the City Manager will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the City's ADA Coordinator, appeals to the City Manager and responses from the ADA coordinator and City Manager will be kept by the City for at least three years."

ADOPTED, SIGNED AND APPROVED this 3rd day of February, 2004.

Mayor of the City of Redlands

ATTEST:

City Clerk

I, Lorrie Poyzer, 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 3rd day of February, 2004, by the following vote:

AYES:	Councilmembers Gil, Gilbreath, George, Harrison; Mayor Peppler
NOES:	None
ABSTAINED:	None
ABSENT:	None

City Clerk, City of Redlands

RESOLUTION NO. 7171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING RESOLUTION NO. 6248 TO ASSIGN A NEW AMERICANS WITH DISABILITY ACT COORDINATOR FOR THE CITY OF REDLANDS

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 6248 on February 3, 2004, establishing a grievance procedure for complaints relating to the Americans with Disability Act (ADA) and most recently had assigned Eric Weck as the ADA Coordinator; and

WHEREAS, Mr. Weck has since left the employ of the City and it is now the desire of the City Council to amend Resolution No. 6248 to designate a new ADA Coordinator and a new address and telephone contact number for the City's ADA coordinator;

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

Section 1. Resolution No. 6248 is hereby amended to substitute the following contact information for the filing of discrimination complaints:

Municipal Utilities and Engineering Director
ATTN: ADA Coordinator
City of Redlands
P.O. Box 3005
35 Cajon Street, Suite 15A
Redlands, CA 92373
(909)798-7698

ADOPTED, SIGNED AND APPROVED this 5th day of June, 2012.

Pete Aguilar, Mayor

ATTEST:

Sam Irwin, City Clerk

I, Sam Irwin, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was adopted by the City Council at a regular meeting thereof held on 5th day of June, 2012, by the following vote:

AYES: Councilmembers Harrison, Bean, Foster, Gardner; Mayor Aguilar
NOES: None
ABSTAIN: None
ABSENT: None

Sam Irwin, City Clerk

City Council Meeting **I. 10.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a single-source purchase of the Cellebrite software and hardware to run the Cellebrite system, to perform forensic analysis of mobile devices, for the amount of $54,326.07 (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 approve the single-source purchase of the Cellebrite software and hardware to run the Cellebrite system for the amount of $54,326.07.

RECOMMENDATION:

Staff recommends that Council approve the single-source purchase of the Cellebrite software and hardware to run the Cellebrite system, to perform forensic analysis of mobile devices, for the amount of $54,326.07.

DISCUSSION:

Services:

Enhancement of Cellebrite Services

In 2020, the Redlands Police Department (RPD) signed a Memorandum of Understanding with the Los Angeles Police Department's Internet Crimes Against Children Task Force. As an affiliate member of the task force, RPD has received hardware, software, and training required for the assignment including Cellebrite UFED 4PC. This is the entry level and bare essentials package for Cellebrite.

The digital age and technology have created the opportunity for a new type of electronic criminal activity. With the growing use of computers and mobile

devices, electronic evidence can potentially be located on phones and computers in almost every criminal case. Cellebrite software and technology is a force multiplier that provides police investigators the ability to access electronic evidence located on cell phones and other electronic devices.

Cellebrite UFED 4PC annual subscription expense. This software enables detectives to forensically analyze various forms of technology including cellular phones and computers, for crucial forms of evidence. The analysis of cell phones has played a critical role in almost every murder investigation in the last decade. Prior to RPD obtaining the Cellebrite technology, RPD relied on other law enforcement agencies to conduct forensic analysis on digital devices which often delayed the findings. RPD considers Cellebrite to be an essential tool for all major law enforcement investigations. RPD has conducted forensic analysis on over hundreds of digital devices and obtained important evidence leading to the apprehension and arrest of suspects.

Cellebrite Premium SaaS annual subscription expense. Despite the success, the basic Cellebrite package does not allow the ability to access digital devices that have locked pass codes. The Cellebrite Premium package includes 35 "actions." Each action allows detectives to access locked phones and obtain any evidence that is located on the phone. These actions can be used for iOS or Android extractions, and the cost includes remote training and hardware. The first year subscription pricing is $9,900.

Cellebrite Pathfinder annual subscription expense. In addition to the Cellebrite premium package, Cellebrite Pathfinder is a more effective program that enables investigators and analysts to collaborate and identify key evidence contained in computers and cell phones using a web-based program. Cellebrite Pathfinder eliminates the time-consuming manual review of cell phone digital data. Cellebrite Pathfinder will reduce time spent on investigations by automating decoding and analysis of digital data and by enabling investigators to sift through massive quantities of data at a much faster rate. It is a force multiplier that uses artificial intelligence (AI) and machine learning algorithms to automatically identify patterns, reveal connections, and uncover leads with greater speed and accuracy, thus saving critical time on investigations. Pathfinder will benefit all the units within the police department from the simple investigation to internet crimes against children and human trafficking. Cellebrite Pathfinder will require a new server (see below). The company reduced the first year subscription pricing to $32,000.

Fixed Assets:

Dell T-440 Server

A server is needed to run the software and store large amounts of data extracted from cell phones. This server is a Dell desktop server built by Dell with a Dell warranty. The server is built with the required specifications and software to run Cellebrite Pathfinder. This server will allow the software to run for multiple years, and the server has a three year warranty. We were able to get a significant

one-time discounted price of $6,000 for the server.

UFED Camera Kit
This technology will enable detectives to take photographs of evidence that directly imports into the Cellebrite software. There is a one- time cost of $200.

UFED 4PC HW kit
The wiring kit is needed to run the software. There is a one-time cost of $600 for the wiring kit.

Cellebrite Premium Adapter
An adapter is needed for the new hardware to work with the existing hardware. There is a one-time cost of $1000 for the adapter.

Other law enforcement agencies have been consulted about the recommended Cellebrite software and assert that the product is extremely effective for electronic device investigations. Other agencies have said Cellebrite is the leader in cell phone and electronic data extractions. Cellebrite has full transparency when it comes to their software and technology. Everything done inside Cellebrite's digital intelligence platform is conducted in a manner that is ethical, secure, and protective of citizens' data privacy.

IT staff have been at meetings and have been consulted during the Cellebrite technology selection process. The IT staff believes the product and hardware are compatible with our current hardware in the police department's digital forensics lab.

The funding for the Cellebrite UFED 4PC, Cellebrite premium SaaS package, and Cellebrite Pathfinder was approved for both FYs 22/23 and 23/24 to not exceed $88,632 per fiscal year through Measure-T funding.

The original quote to purchase all of this technology was $97.755. Staff negotiated the cost of all of the annual service and fixed assets to acquire the Cellebrite technology at $54,326.07, $42,900 of which are annual costs.

ALTERNATIVES:

Do not approve the single-source purchase of the Cellebrite software and hardware to run the Cellebrite system for the amount of $54,326.07.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel Tolber, Interim Chief of Police

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

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

PREPARED BY:
Travis Martinez, Deputy Chief of Police

Fiscal Impact

Fiscal Year:	22/23
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	54,326.07
Budgeted Y/N:	Y

Discussion:

The acquisition of this equipment has been budgeted for the next two fiscal years.

Attachments

Scope of Service Agreement
Invoice and Agreement
Proposal

Service Description
Installation and Deployment of Pathfinder Teams All In One (AIO) and AIO+

Service Overview

This service provides for the installation and configuration of the Pathfinder Teams software on a single customer supplied server instance as well as the installation and configuration of the Image Analytics software on up to 7 customer supplied instances. This Service is only available for Customer's configurations that meet the following requirements:

- The provided configuration must meet the vendors minimum requirements for hardware, software, and network configuration (such as Operating System version required DNS entries)
- Customer must have a valid Pathfinder Teams license

A Cellebrite representative will contact the Customer to schedule this service, allowing for at least a seven business day lead time prior to the start of the Service, based upon a mutually agreed to resource availability. This Service will be provided during the hours of 8:00am and 6:00pm of the Customers Time Zone, Monday through Friday, excluding holidays, unless other arrangements have been made through the project manager.

Scope of Service Agreement

Key Service Steps

Planning and Design

1. Ensure that the Customer reviews, accepts, and abides by the terms and conditions of this Service Description.
2. Review and obtain the site technical requirements with the Customer.
3. Verify that the desired configuration meets the minimum hardware and software requirements.
4. Verify that all applicable networking requirements have been met (DNS entries, SSL Certificates, Storage shares, etc..)
5. Schedule post service completion Customer Success Manager meeting to perform account introductions and end user onboarding

Implementation and Testing

1. Install Pathfinder Teams software and hot fixes based on Cellebrite Best Practices.
2. Install and Configure Distributed Image analytics (up to 7 workers), if applicable
3. Configure Pathfinder to properly access and use SMB/NFS networked storage folders.
4. Configure Pathfinder Axon Evidence.com integration, if applicable
5. Install customer Provided SSL Certificates
6. Configure access to Active Directory Services, if applicable
7. Create up to 3 user accounts and groups.
8. Connect to SMTP for Password reset/change, if applicable
9. Verify capability to connect to server from workstation
10. Configure built-in system statistics interface (SPIDER), on AIO only
11. Install base map tile bundle for offline maps, if applicable
12. Configure up to 3 watchlists, terms must be in a line delimited text file (Word, txt, etc..)
13. Import up to 2 Hash database files (Project VIC, CAID, txt, csv)
14. Configure up to 5 Crimes or Department categories
15. Configure data paths for Auto Case Creation, Export, Converted Files
16. Verify that all capabilities (Analytical enrichment, tagging, reporting, export, etc..) are properly working
17. Configure and test Pathfinder Backup and Restore scripts

Product Awareness

1. Conduct a brief product orientation session covering administrative tasks and review the associated documentation with the Customer. This overview does not replace any available Cellebrite education courses for this product.

Project Closeout

1. Provide documentation to Customer, reflecting the Services performed.
2. Obtain Customer acknowledgment of the Services performed.

Not Included with This Service

1. Performance tuning, system optimization, scripting, or other similar services.
2. Performance or troubleshooting of Security Hardening procedures
3. Configuration of storage
4. Installation of Operating System or hardware Drivers
5. Any Ethernet switch configurations, such as virtual local area network (*VLAN").
6. Installation or configuration of applications other than Pathfinder Teams (Domain Name System (DNS), Microsoft Exchange, quotas, file and print services)
7. Any on-site service or physical installation of any device such as servers, host bus adapter ("HBA"s"), storage arrays, uninterruptible power supplies (UPSs), or switches.
8. Training beyond the basic Admin Onboarding session
9. Remote administration.
10. Installation or configuration of anti-virus applications.
11. Secure Sockets Layer (*SSL*) Certificate creation.
12. Warranty service or break/fix support of any issue.
13. Data or software migration.
14. Configuration of virtual private network (VPN*)
15. Travel to multiple locations to verify connectivity / operational capabilities

Cellebrite Inc.
7 Campus Drive
Suite 210
Parsippany New Jersey 07054
United States

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

Cellebrite Digital intelligence for a safer world

Quote

Quote# Q-287031-7
Date: Feb 08, 2023

Billing Information
Redlands Police Department
Accounts Payable
PO BOX 3005
Redlands, California 92373
United States
Contact: Leslie Martinez
Phone: 9095576614

Delivery Information
Redlands Police Department
1270 W Park Ave
Redlands, CA 92373
United States

Contact: Leslie Martinez
Phone: 9095576614

End Customer: Redlands Police Department

Click here to process with Credit Card payment
By clicking the link above and accepting this quote,
You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00176331	Mar 10, 2023	Net 30	USD	Jennifer Leros

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price\Unit	Net Price
B-PAAS-02-004	Premium as a Service Core package	1	Feb 08, 2023	Feb 07, 2024		0.00	0.00
U-AIS-02-134	Premium SaaS 35 Unlocks and Unlimited Extraction Annual Subscription	1	Feb 08, 2023	Feb 07, 2024		9,900.00	9,900.00
U-AIS-02-139	Premium SAAS End Point	1	Feb 08, 2023	Feb 07, 2024		0.00	0.00
U-AIS-02-105	Cellebrite Premium Adapter	1				1,000.00	1,000.00
B-ANY-05-001	Pathfinder Subscription Package	1	Feb 08, 2023	Feb 07, 2024		0.00	0.00
Number of users =Unlimited, Number of extractions =200							
S-UFD-17-044	Pathfinder Subscription	1	Feb 08, 2023	Feb 07, 2024		32,000.00	32,000.00
Number of users =Unlimited, Number of extractions =200							
A-PCA-00-001	Software license PC activation code	1				0.00	0.00
F-UFD-04-052	Dell T-440 Server	1				6,000.00	6,000.00
F-UFD-15-036	UFED Camera Kit	1				200.00	200.00
F-KAS-10-001	UFED 4PC HW Kit	1				600.00	600.00

SubTotal	USD 49,700.00
Shipping & Handling	USD 255.00
Sales Tax	USD 4,371.07
Total	USD 54,326.07

Comments:

Terms and Conditions:
- Freight Terms: FCA (NJ)
- Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- Quote is subjected to regulation approval.
- General: Purchases of any products sold by Cellebrite are governed by http://legal.cellebrite.com/us/index.html
- EULA: Software is licensed by Cellebrite in accordance with an end user license agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html
- Advanced Services (CAS): Purchases of Cellebrite Advanced Services are governed by https://legal.cellebrite.com/CB-us-us/index.html
- Premium: The following terms apply only to the following products: Cellebrite Premium http://legal.cellebrite.com/intl/PremiumUS.htm
- Pathfind
er: https://legal.cellebrite.com/PF-Addendum.htm
- Training Services: Subject to the terms and conditions at http://legal.cellebrite.com/intl/Training.htm
- SaaS: https://legal.cellebrite.com/Cellebrite-SaaS-Terms-of-Service-October-18-2021.htm

In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.
*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Order on behalf the engaging company ("Company"), and I hereby approve that my signature is legally binding upon the Company. By signing this Order I hereby confirm and approve that the terms and conditions with respect to the services described in this Order are the only terms and conditions that apply in this regard, and no other documents and/or forms and/or other terms and conditions shall apply.

Signature & Stamp: _____ **Effective Date:**

Name (Print): _____ **Title:** _____

Please sign and email to Jennifer Leros at jennifer.leros@cellebrite.com

Cellebrite

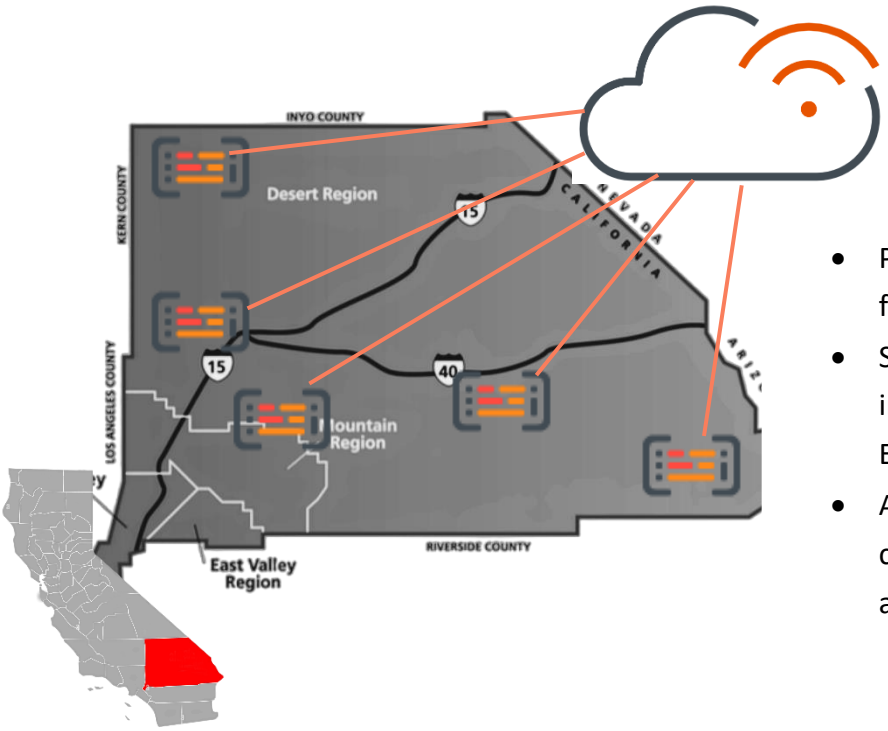
Redlands Police Department

Digital Forensics Proposal

The Redlands Police Department is experiencing an increased amount of digital evidence during investigations and currently does not have tools to unlock, extract, nor analyze these devices. As of today, RPD is identifying a multitude of mobile devices, laptops, IoT devices, and more that are deemed possible points of evidence. However, without the proper tools within the department, Redlands is not collecting all potential devices at a crime scene nor throughout the investigation process. RPD is forced to ask favors from Ontario, the FBI, and LAPD task forces to extract evidence for them. The wait time can be months before these favors are fulfilled; causing an increased time to evidence. Unknown extraction type, inability to access critical data, and lack of analytical tools for investigators are all factors into the inefficiency of RPD's current process.

How Cellebrite Will Help

Cellebrite Premium allows agencies to lawfully unlock, decrypt, and extract critical digital evidence from the widest range of iOS and Android devices. By using Cellebrite UFED as the endpoint, RPD investigators can unlock mobile devices without having to be in the lab. To collect the most evidence possible, users will be able to unlock phones via Supersonic Brute Force, as well as in AFU and BFU status. This means RPD does not need to waste valuable time or risk devices being remotely wiped while transporting them back to the lab.



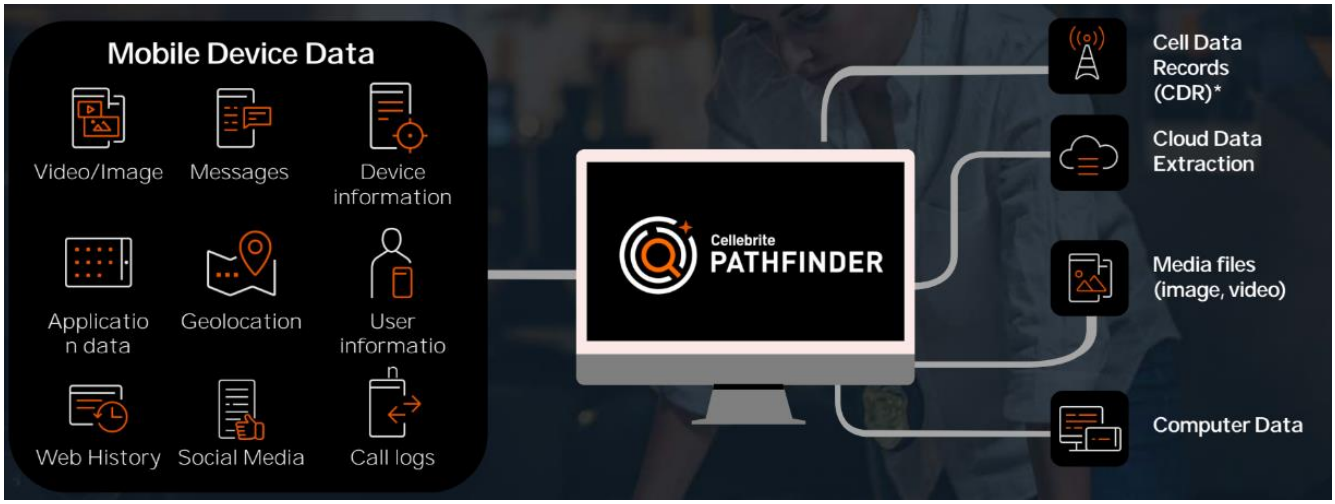
- Perform Full File System Extractions in the field
- Seamlessly connect and manage your installed UFEDs and add new Premium Endpoints
- Access to third-party application data, chat conversations, downloaded emails and email attachments, and deleted content

Jennifer Leros
Cellebrite SLG Account Manager
Jennifer.Leros@Cellebrite.com

Modernizing the Investigative Process

Data volumes in mobile devices are increasing at a rate that makes it hard for investigators to keep up. The average phone holds 60,000 messages, 32,000 images, 30,000 locations, 1,000 call logs, and over 3,000 web browsing histories. Reviewing digital data is highly time-intensive for investigators. Without analytics tools, examiners spend an average 39 hours per case on reviewing photos, videos, SMS, originating from mobile devices and creating reports.

With Cellebrite's Pathfinder, Redlands Police will be able to ingest all points of digital information and create a data lake of evidence.



Powered by AI, Cellebrite Pathfinder drastically reduces time to evidence by automating processing (decoding) and analysis of digital data to sift through massive quantities of data quickly. Other benefits include:

- Automation of the decoding process. This makes the data accessible in simple form directly for investigators, which frees up lab experts to perform review-only to escalate workflow in complex cases while reducing backlogs at labs.
- Uncovering evidence that would have been missed (or impossible to find) through manual examination of data. Connecting disparate bits of evidence to tell the "whole story" of the investigation.
- Enriching technical metadata with human readable insight, turning Internet paths into simple topics and resolving endless identifiers to real-life persons.
- Providing a complete visualization of the investigation to drive command decisions.
- Simplify data reporting by providing easy-to-use templates that are graphically-driven to make evidence easy to understand by prosecutors, juries, and judges.

Jennifer Leros
Cellebrite SLG Account Manager
Jennifer.Leros@Cellebrite.com

Redlands Police Proposed Solution

Solution	Description
Premium as a Service	35 Mobile Device Unlocks. Unlimited Extractions. Includes endpoint licensing, adapter, and all needed HW/cables
Pathfinder	200 extractions. Unlimited users allows RPD to give access to all investigators to analyze multi-device cases and cross reference previously extracted data from older investigations.
Dell T440 Server	Server used to run Cellebrite Pathfinder. Comes with three-year warrantee.
UFED Camera Kit	Enables RPD to manually collect evidence by capturing images and videos of data or screenshots directly from a device, even when the data is non-extractable

Pricing Summary

Item	Cost
Premium aaS	$ 10,900.00
Pathfinder	$ 40,000.00
Dell T440 Server	$ 18,000.00
UFED Camera Kit/Hardware Kit	$ 800.00
Sales Manager Discount	$ (8,000.00)
Server Discount *while supplies last	$(12,000.00)
Taxes/Shipping & Handling	$ 4,626.07
Total	**$ 54,326.07**

Jennifer Leros
Cellebrite SLG Account Manager
Jennifer.Leros@Cellebrite.com

City Council Meeting **I. 11.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a purchase order increase modification of $40,000, for a not to exceed total of $90,000, with Galls LLC for the purchase of body armor and other law enforcement equipment (Interim Police Chief Tolber)

MOTION(S):

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

I move that the City Council approve a purchase order increase modification of $40,000, for a not to exceed total of $90,000, with Galls LLC for the purchase of body armor and other law enforcement equipment.

RECOMMENDATION:

Staff recommends City Council authorize staff to execute the modification of a purchase order with Galls LLC for the purchase of body armor and other law enforcement equipment.

DISCUSSION:

On September 8, 2020, the city piggy-backed on a contract with the City of Los Angeles to purchase body armor and other law enforcement equipment through their vendor Galls LLC. The City of Los Angeles contract number 59463 - amendment 35 Police Equipment, Supplies and Accessories. The contract was renewed from February 1, 2021 through January 21, 2022 and then again from February 1, 2022 through January 31, 2023. The City of Los Angeles sent staff an amendment to the contract, extending it to October 31, 2023. Staff is requesting that the City Council approves the amendment from the City of Los Angeles in the amount of $40,000 to pay for any pending and future invoices. There were two previous amendments. However, this amendment puts us over

$50,000 which requires approval from City Council.

ALTERNATIVES:

Do not accept the contract amendment.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Rachel 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
Dana Abramovitz, Procurement Manager

PREPARED BY:
Jeremy Floyd, Interim Commander

Fiscal Impact

Fiscal Year:	2022-23
Revenue Generating:	N/A
Appropriation Required Y/N:	N
Amount:	$40,000.00
Budgeted Y/N:	Y
Account No.:	101202-7004

Discussion:
No fiscal impact.

Attachments

City of Los Angeles Annual Requirements Contract - ARC 40 59463 19
City of Los Angeles Supply Contract 59463 - Amendment 35
City of Los Angeles Supply Contract 59463 - Amendment 36

CITY OF LOS ANGELES

City of Los Angeles Purchasing Agent
111 E 1ST STREET
ROOM 110
LOS ANGELES CA 90012

ANNUAL REQUIREMENTS CONTRACT

Contract Number	Description	RFQ Number
ARC 40 **59463** 19	Police Equipment, Supplies, & Accessories	
Contract Dates	**Payment Terms**	**Delivery Days ARO**
09-08-20 to 01-31-21	0% Net 30	120
Central Purchasing	**Vendor**	**Bill To**
Contact: Marissa Rodriguez Phone: (213) 978-4658 E-mail: Marissa.Rodriguez@lacity.org	000002074 GALLS, LLC 17600 FABRICA WAY CERRITOS, CA 90703	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012

Reason for Modification

Amendment 28, Price Increase: Line Items and Pricelist Items, effective September 8, 2020.

Renewal Period Options

Option	Effective Date	Expiration Date
2	02-01-21	01-31-22
3	02-01-22	01-31-23

Line Items

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
1	53100000	Police Equipment, Supplies and Accessories. See attached Ap	LO	$0.0010		
		***** THIS LINE IS NOT ACTIVE *****				
Extended Description:		Deivery Lead Times:Stock merchandise in retail stores can be picked up immediately on an as-needed basis.Large quantity bulk orders require 20-45 days delivery.Custom made items coming from overseas require 60-90 day delivery. *** Next Comment *** Reference Item List Item numbers 4-6 was deleted from this contract and was replaced by contract line items 2 and 3.Reference Item List item number 42: part number change from X11204A to X112039A. No change in price. *** Next Comment *** Amendment # 14, Add Line #40 - Catalog pricing. TRB *** Next Comment *** Amendment # 15, add Line # 41-42. trb				
2	461815	Body Armor, Concealable, Level II, Male, KDH Defense System,	EA	$665.0000		
		***** THIS LINE IS NOT ACTIVE *****				
Extended Description:		Optional Upgrade: Pricing for Level III concealable body armor listed is for informational use only. Police Officers who would like to upgrade their standard issued vest to a Level III model will pay the difference at the individual officer's expense.Part Number LTST-102-IIIA - Male Unit price: $765.00 each *** Next Comment *** LINE # 2 IS DELETED PER AMENDMENT # 11. PLEASE USE LINE # 38 & 39				
3	461815	Body Armor, Concealable, Level II, Female, KDH Defense Syste	EA	$665.0000		
		***** THIS LINE IS NOT ACTIVE *****				
Extended Description:		Optional Upgrade: Pricing for Level III concealable body armor listed is for informational use only. Police Officers who would like to upgrade their standard issued vest to a Level III model will pay the difference at the individual officer's expense.Part Number LTSTF-102-IIIA - Female Unit price: $765.00 each *** Next Comment *** Refer to Amendment # 2 regarding change in speed plate. SK. *** Next Comment *** Please use LIne # 2. This line is deleted per Amendment # 9. SK.				

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
4	461815	STRAPPING SYSTEM & POUCH SYSTEM, MODIFIED, INCLUDING STRAPS	EA	$39.0000		
Extended Description:		STRAPPING SYSTEM & POUCH SYSTEM, MODIFIED, INCLUDING STRAPS OF TWO 2" X 7" BRETHE-O-PRENE SHOULDER STRAPS & TWO 4" X 12" SIDE STRAPS AND SYSTEM OF TWO 10" X 12" X 1" POUCHES SITUATED ON THE FRONT & REAR OF WEARER'S TORSO, "POINT BLANK", #CS2C33030P-LAFD * NOTE: ITEM ABOVE IS INTENDED FOR USE WITH THE BODY ARMOR LISTED ON LINE # 67-69 OF THE CONTRACT.				
Manufacturer:		POINT BLANK				
Mfr Part No.:		CS2C33030P-LAFD				
5	461815	HELMET, TACTICAL, NIJ IIIA WITH MODULAR SUSPENSION SYSTEM, I	EA	$265.5000		
Extended Description:		HELMET, TACTICAL, NIJ IIIA WITH MODULAR SUSPENSION SYSTEM, ITEM# PTH-IIIA + PAR-MSS, "PARACLETE"				
Manufacturer:		PARACLETE				
Mfr Part No.:		PTH-IIIA + PAR-MSS				
6	461815	BODY ARMOR, LEVEL II, SECOND CHANCE SUMMIT, NIJ0101.06 STAND	EA	$599.3700		
		***** THIS LINE IS NOT ACTIVE *****				
Extended Description:		BODY ARMOR, LEVEL II, SECOND CHANCE SUMMIT, NIJ0101.06 STANDARDS WITH ONE (1) APEX CARRIER, MALE, INCLUDING SPECIAL DEPARTMENT SERIALIZATION AND LABEL, ITEM# SM01 II, "SAFARILAND"				
Manufacturer:		SAFARILAND				
Mfr Part No.:		SM01 II				
7	461815	BODY ARMOR, LEVEL II, SECOND CHANCE SUMMIT, NIJ0101.06 STAND	EA	$599.3700		
		***** THIS LINE IS NOT ACTIVE *****				
Extended Description:		BODY ARMOR, LEVEL II, SECOND CHANCE SUMMIT, NIJ0101.06 STANDARDS WITH ONE (1) APEX CARRIER, FEMALE, INCLUDING SPECIAL DEPARTMENT SERIALIZATION AND LABEL, ITEM# SMO1F II,"SAFARILAND"				
Manufacturer:		SAFARILAND				
Mfr Part No.:		SMO1F II				
8	461815	BODY ARMOR, LEVEL IIIA, SECOND CHANCE SUMMIT, NIJ0101.06 STA	EA	$702.5500		
		***** THIS LINE IS NOT ACTIVE *****				
Extended Description:		BODY ARMOR, LEVEL IIIA, SECOND CHANCE SUMMIT, NIJ0101.06 STANDARDS WITH ONE (1) APEX CARRIER, MALE, INCLUDING SPECIAL DEPARTMENT SERIALIZATION AND LABEL, ITEM# SMO1 IIIA, "SAFARILAND"				
Manufacturer:		SAFARILAND				
Mfr Part No.:		SMO1 IIIA				
9	461815	BODY ARMOR, LEVEL IIIA, SECOND CHANCE SUMMIT, NIJ0101.06 STA	EA	$702.5500		
		***** THIS LINE IS NOT ACTIVE *****				
Extended Description:		BODY ARMOR, LEVEL IIIA, SECOND CHANCE SUMMIT, NIJ0101.06 STANDARDS WITH ONE (1) APEX CARRIER, FEMALE, INCLUDING SPECIAL DEPARTMENT SERIALIZATION AND LABEL, ITEM# SMO1F IIIA, "SAFARILAND"				
Manufacturer:		SAFARILAND				
Mfr Part No.:		SMO1F IIIA				

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
10	461815	VEST, TACTICAL, FAV MKII ENHANCED WITH MOLLE ATTACHMENT SYST	EA	$1,379.7500		
		***** THIS LINE IS NOT ACTIVE *****				
Extended Description:		VEST, TACTICAL, FAV MKII ENHANCED WITH MOLLE ATTACHMENT SYSTEM, BR01 SERIES, NIJ0101.06 LEVEL IIIA, BLACK, ITEM# P6-FBR3-XXXXX-AYK, "PROTECH"				
Manufacturer:		PROTECH				
Mfr Part No.:		P6-FBR3-XXXXX-AYK				
11	461815	VEST, RAPID RESPONSE, F1, LAPD SIS FRONT OPENING, ENHANCED W	EA	$1,689.2000		
		***** THIS LINE IS NOT ACTIVE *****				
Extended Description:		VEST, RAPID RESPONSE, F1, LAPD SIS FRONT OPENING, ENHANCED WITH MOLLE ATTACHMENT SYSTEM, BR01 SERIES, NIJ0101.06 LEVEL IIIA, BLACK, ITEM# P6-SBRZ-XXXXX-ZYK-5730, "PROTECH"				
Manufacturer:		PROTECH				
Mfr Part No.:		P6-SBRZ-XXXXX-ZYK-5730				
12	461815	CERAMIC COMPOSITE SINGLE CURVE, LEVEL IV, 8" X 10", ITEM# 21	EA	$192.7100		
Extended Description:		CERAMIC COMPOSITE SINGLE CURVE, LEVEL IV, 8" X 10", ITEM# 2116G/1003465, "PROTECH"				
Manufacturer:		PROTECH				
Mfr Part No.:		2116G/1003465				
13	461815	UNIVERSAL RADIO POUCH, CORDURA, MOLLE, BLACK, ITEM# TP-21, "	EA	$16.9600		
Extended Description:		UNIVERSAL RADIO POUCH, CORDURA, MOLLE, BLACK, ITEM# TP-21, "PROTECH"				
Manufacturer:		PROTECH				
Mfr Part No.:		TP-21				
14	461815	POUCH, MEDIC, CORDURA, MOLLE, BLACK, ITEM# TP-20, "PROTECH"	EA	$16.9600		
Extended Description:		POUCH, MEDIC, CORDURA, MOLLE, BLACK, ITEM# TP-20, "PROTECH"				
Manufacturer:		PROTECH				
Mfr Part No.:		TP-20				
15	461815	POUCH, COMBO EXPANDABLE, BATON / FLASHLIGHT, CORDURA, MOLLE,	EA	$16.9600		
Extended Description:		POUCH, COMBO EXPANDABLE, BATON / FLASHLIGHT, CORDURA, MOLLE, BLACK, ITEM# TP-14A, "PROTECH"				
Manufacturer:		PROTECH				
Mfr Part No.:		TP-14A				
16	461815	POUCH, SINGLE HANDCUFF, CORDURA, MOLLE, BLACK, ITEM# TP-17,	EA	$16.9600		
Extended Description:		POUCH, SINGLE HANDCUFF, CORDURA, MOLLE, BLACK, ITEM# TP-17, "PROTECH"				
Manufacturer:		PROTECH				
Mfr Part No.:		TP-17				
17	461815	POUCH, DUAL M4/SIDE ARM MAGAZINE, CORDURA, MOLLE, ITEM# TP-7	EA	$16.9600		
Extended Description:		POUCH, DUAL M4/SIDE ARM MAGAZINE, CORDURA, MOLLE, ITEM# TP-7, "PROTECH"				
Manufacturer:		PROTECH				
Mfr Part No.:		TP-7				

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
18	461815	POUCH, DOUBLE M4 MAGAZINE, 30 ROUNDS, CORDURA, MOLLE, BLACK,	EA	$16.9600		
	Extended Description:	POUCH, DOUBLE M4 MAGAZINE, 30 ROUNDS, CORDURA, MOLLE, BLACK, ITEM# TP-5A, "PROTECH"				
	Manufacturer:	PROTECH				
	Mfr Part No.:	TP-5A				
19	461815	POUCH, SHOTGUN SHELL, 12 ROUND, MOLLE, BLACK, ITEM# TP-11, "	EA	$16.9600		
	Extended Description:	POUCH, SHOTGUN SHELL, 12 ROUND, MOLLE, BLACK, ITEM# TP-11, "PROTECH"				
	Manufacturer:	PROTECH				
	Mfr Part No.:	TP-11				
20	461815	POUCH, DOUBLE SIDE ARM MAGAZINE, CORDURA, MOLLE, BLACK, ITEM	EA	$16.9600		
	Extended Description:	POUCH, DOUBLE SIDE ARM MAGAZINE, CORDURA, MOLLE, BLACK, ITEM# TP-10A, "PROTECH"				
	Manufacturer:	PROTECH				
	Mfr Part No.:	TP-10A				
21	461815	PATCH, SMALL ID, 1" LETTERING EMBOSSED, "POLICE" WHITE ON BL	EA	$6.3700		
	Extended Description:	PATCH, SMALL ID, 1" LETTERING EMBOSSED, "POLICE" WHITE ON BLACK, ITME# I-XXXX-AS3, "PROTECH"				
	Manufacturer:	PROTECH				
	Mfr Part No.:	I-XXXX-AS3				
22	461815	PATCH, LARGE ID, 2" LETTERING EMBOSSED, "POLICE" WHITE ON BL	EA	$6.3700		
	Extended Description:	PATCH, LARGE ID, 2" LETTERING EMBOSSED, "POLICE" WHITE ON BLACK, ITEM# I-XXXX-AL4, "PROTECH"				
	Manufacturer:	PROTECH				
	Mfr Part No.:	I-XXXX-AL4				
23	461815	BALLISTIC THROAT PROTECTION, BLACK BR01 BALLISTICS, NIJ 0101	EA	$71.3500		
		***** THIS LINE IS NOT ACTIVE *****				
	Extended Description:	BALLISTIC THROAT PROTECTION, BLACK BR01 BALLISTICS, NIJ 0101.036 LEVEL IIIA, BLACK, ITEM# P6-A-FAVTHRT-BR3-YK, "PROTECH"				
	Manufacturer:	PROTECH				
	Mfr Part No.:	P6-A-FAVTHRT-BR3-YK				
24	461815	BICEP PROTECTOR, PAIR, BLACK, BR01 BALLISTICS, NIJ0101.06 LE	EA	$236.7500		
		***** THIS LINE IS NOT ACTIVE *****				
	Extended Description:	BICEP PROTECTOR, PAIR, BLACK, BR01 BALLISTICS, NIJ0101.06 LEVEL IIIA, ITEM# P6-A-BCP-BR3-YK (6X6 PKT), "PROTECH"				
	Manufacturer:	PROTECH				
	Mfr Part No.:	P6-A-BCP-BR3-YK (6X6 PKT)				
25	461815	COLLAR, BALLISTIC, FOR FAV MKII, BLACK BR01 BALLISTICS, NIJ0	EA	$81.1000		
		***** THIS LINE IS NOT ACTIVE *****				
	Extended Description:	COLLAR, BALLISTIC, FOR FAV MKII, BLACK BR01 BALLISTICS, NIJ0101.06 LEVEL IIIA, ITEM# P6-A-ENHCOL-BR3-1X-YK, "PROTECH"				
	Manufacturer:	PROTECH				
	Mfr Part No.:	P6-A-ENHCOL-BR3-1X-YK				

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
26	461815	POUCHES, SET OF EIGHT POUCHES, CORDURA, BLACK, ITEM# TP, "PR	EA	$135.7100		
Extended Description: POUCHES, SET OF EIGHT POUCHES, CORDURA, BLACK, ITEM# TP, "PROTECH"						
Manufacturer: PROTECH						
Mfr Part No.: TP						
27	461815	STRANDHOGG MBAV L/XL, FRONT AND BACK BODY, BLACK, ITEM# TBD,	EA	$286.9900		
Extended Description: STRANDHOGG MBAV L/XL, FRONT AND BACK BODY, BLACK, ITEM# TBD, "FIRST SPEAR"						
Manufacturer: FIRST SPEAR						
Mfr Part No.: TBD						
28	461815	CUMMERBUND, OVERLAP, LE, L/XL, BLACK, ITEM# 500-15-00381-500	EA	$15.0000		
Extended Description: CUMMERBUND, OVERLAP, LE, L/XL, BLACK, ITEM# 500-15-00381-5001-53, "FIRST SPEAR"						
Manufacturer: FIRST SPEAR						
Mfr Part No.: 500-15-00381-5001-53						
29	461815	PANELS, ARMOR, SOFT, MBAV FRONT/BACK, L/XL AXIIA, ITEM# 500-	EA	$448.7500		
Extended Description: PANELS, ARMOR, SOFT, MBAV FRONT/BACK, L/XL AXIIA, ITEM# 500-17-00301-000-53, "FIRST SPEAR"						
Manufacturer: FIRST SPEAR						
Mfr Part No.: 500-17-00301-000-53						
30	461815	ARMOR, SOFT, NIJ 06 LEVEL IIIA (AXIIIA), 6 X 13 (SET OF TWO)	EA	$218.9700		
Extended Description: ARMOR, SOFT, NIJ 06 LEVEL IIIA (AXIIIA), 6 X 13 (SET OF TWO), OVERLAP, ITEM# TBD, "FIRST SPEAR"						
Manufacturer: FIRST SPEAR						
Mfr Part No.: TBD						
31	461815	ARMOR, SOFT, MASS SHOULDER W/ AXIIIA, ITEM# 500-15-00392-5001	EA	$173.9200		
Extended Description: ARMOR, SOFT, MASS SHOULDER W/AXIIIA, ITEM# 500-15-00392-5001-00, "FIRST SPEAR"						
Manufacturer: FIRST SPEAR						
Mfr Part No.: 500-15-00392-5001-00						
32	461815	ARMOR, SOFT, MASS BICEP W/ AXIIIA, ITEM# 500-15-00071-5001-00	EA	$323.8800		
Extended Description: ARMOR, SOFT, MASS BICEP W/AXIIIA, ITEM# 500-15-00071-5001-00, "FIRST SPEAR"						
Manufacturer: FIRST SPEAR						
Mfr Part No.: 500-15-00071-5001-00						
33	461815	ARMOR, SOFT, MASS COLLAR W/ AXIIIA, ITEM# 500-15-00069-5001-0	EA	$124.8100		
Extended Description: ARMOR, SOFT, MASS COLLAR W/AXIIIA, ITEM# 500-15-00069-5001-00, "FIRST SPEAR"						
Manufacturer: FIRST SPEAR						
Mfr Part No.: 500-15-00069-5001-00						
34	461815	5 POCKET SUITE, ITEM# TBD, "FIRST SPEAR"	EA	$273.9600		
Extended Description: Safety apparel						
Manufacturer: FIRST SPEAR						
Mfr Part No.: TBD						

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
35	461815	RIFLE STOCK STOP, 6/12, BLACK, ITEM# 500-15-00428-5001-00, "	EA	$16.8900		
Extended Description:		RIFLE STOCK STOP, 6/12, BLACK, ITEM# 500-15-00428-5001-00, "FIRST SPEAR"				
Manufacturer:		FIRST SPEAR				
Mfr Part No.:		500-15-00428-5001-00				
36	461815	PLATE, RIFLE, 10 X 12 LEVEL III+, SHOOTER'S CUT, ITEM# 20260	EA	$399.9500		
Extended Description:		PLATE, RIFLE, 10 X 12 LEVEL III+, SHOOTER'S CUT, ITEM# 20260, "POINT BLANK"				
Manufacturer:		POINT BLANK				
Mfr Part No.:		20260				
37	461815	PLATE, SHOOTER'S CUT, 10 X 12.1, MODEL 3610, ITEM# 3610-SWL,	EA	$358.0500		
Extended Description:		PLATE, SHOOTER'S CUT, 10 X 12.1, MODEL 3610, ITEM# 3610-SWL, "HESCO"				
Manufacturer:		HESCO				
Mfr Part No.:		3610-SWL				
38	461815	BODY ARMOR, CONCEALABLE, REPLACED W/ LINES 47 (MALE) & 48	EA	$665.0000		
		***** THIS LINE IS NOT ACTIVE *****				
Extended Description:		Replaced with Lines 44 (male) & 45 (female) BODY ARMOR, CONCEALABLE, LEVEL IIIA, MALE, ONE (1) HILITE CARRIER WITH AXIIIA BALLISTIC PANELS AND ONE (1) 7 X 10 SPEED PLATE, ITEM# HL6AXDCS0M, "POINT BLANK" * NOTE: FOR FEMALE BODY ARMOR, THE ITEM # IS HX6AZDCS0M				
Manufacturer:		POINT BLANK				
Mfr Part No.:		HL6AXDCS0M				
39	461815	PLATE, SIZE: MEDIUM, THIN, LIGHTWEIGHT MIL-SPEC., SAPI / SHO	EA	$699.5000		
Extended Description:		PLATE, SIZE: MEDIUM, THIN, LIGHTWEIGHT MIL-SPEC., SAPI / SHOOTER'S CUT, ITEM# SOST-500, "POINT BLANK"				
Manufacturer:		POINT BLANK				
Mfr Part No.:		SOST-500				
40	461815	Equipment, Supplies and Accessories not covered under lines	EA	$0.0100		
		***** THIS LINE IS NOT ACTIVE *****				
Extended Description:		PRICE LIST DISCOUNT: Percentage discount off Retail Price from Galls.com website: 20%.In order to utilize this discount, all requests for quotes must go through Lou Jaeger, Sales Manager, or Loretta Vamanrav, Account Manager. Manufacturer: VariousApplicable price column: Retail List PriceThe "Price Agreement Conditions" herein shall apply to discounts.				
41	461815	Bladetech Ambidextrous LAPD Taser Holster	EA	$21.7400		
Extended Description:		Safety apparel				
Manufacturer:		BLADETECH				
42	461815	Safariland EDW Cartridge Holder, Leather-Look Finish	EA	$19.1300		
Extended Description:		Safety apparel				
Manufacturer:		SAFARILAND				
43	461818	Ballistic Shields; Part # ASPIS-X GS Point Blank, Level III	EA	$5,804.5500		
Extended Description:		Ballistic Shields; Part # ASPIS-X GS Point Blank, Level III Body Shield with Viewport and Light; 20 x 30; (per LAPD's stated specifications; Standard Shipping included in Unit price)				
Manufacturer:		POINT BLANK				
Mfr Part No.:		ASPIS-X GS				

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
44	461815	EQUIPMENT, SUPPLIES AND ACCESSORIES NOT COVERED UNDER LINE 1		$0.0000	(-) 0%	
Extended Description:		EQUIPMENT, SUPPLIES AND ACCESSORIES NOT COVERED UNDER LINE 1 TO 39 PRICE LIST DISCOUNT: Percentage discount off Retail Price from Galls.com website: 20%.In order to utilize this discount, all requests for quotes must go through Lou Jaeger, Sales Manager, or Loretta Vamanrav, Account Manager. Manufacturer: VariousApplicable price column: Retail List PriceThe "Price Agreement Conditions" herein shall apply to discounts.				
46	53100000	POLICE EQUIPMENT, SUPPLIES AND ACCESSORIES. SEE ATTACHED AP		$0.0000	(-) 0%	
Extended Description:		POLICE EQUIPMENT, SUPPLIES AND ACCESSORIES. SEE ATTACHED APPROVED ITEM LIST. Delivery Lead Times:Stock merchandise in retail stores can be picked up immediately on an as-needed basis.Large quantity bulk orders require 20-45 days delivery.Custom made items coming from overseas require 60-90 day delivery. *** Next Comment *** Reference Item List Item numbers 4-6 was deleted from this contract and was replaced by contract line items 2 and 3.Reference Item List item number 42: part number change from X11204A to X112039A. No change in price. *** Next Comment *** Amendment # 14, Add Line #40 - Catalog pricing. TRB *** Next Comment *** Amendment # 15, add Line # 41-42. trb				
47	461815	Body Armor, Concealable, Level IIIA, Male, Point Black Alpha	EA	$702.6400		
Extended Description:		Body Armor, Concealable, Level IIIA, Male, Point Black Alpha Black, Men's Body Armor with one HiLite carrier and either a 5"x8" or 7"x10" semi rigid plate with each vest, compliant under Federal Standard NIJ 0101.03, including special Department serialization and label, Part Number AXBIIIA				
Manufacturer:		POINT BLANK				
Mfr Part No.:		BP1164 NAV CTM WT				
48	461815	Body Armor, Concealable, Level IIIA, Female, Point Black,	EA	$702.6400		
Extended Description:		Body Armor, Concealable, Level IIIA, Female, Point Black Alpha Black, Women's Body Armor with one HiLite carrier and either a 5"x8" or 7"x10" semi rigid plate with each vest, compliant under Federal Standard NIJ 0101.03, including special Department serialization and label, Part Number AXBIIIAF				
Manufacturer:		POINT BLANK				
Mfr Part No.:		BP1167 NAV CTM WT				
49	4618	Point Blank, R20D Carrier. Part Number OS5M00BV0J	EA	$143.9000		
Extended Description:		Point Blank, R20D Carrier with front and black POLICE ID panels. Part Number BL546 / OS5M00BV0J				
Manufacturer:		POINT BLANK				
Mfr Part No.:		OS5M00BV0J				
50	4618	Point Blank, Endeavor Carrier, Part Number EN4M00BV0J	EA	$203.4000		
Extended Description:		Point Blank, Endeavor Carrier with front and back POLICE ID panels. Part Number TP810 / EN4M00BV0J				
Manufacturer:		POINT BLANK				
Mfr Part No.:		EN4M00BV0J				
51	4618	Point Blank, Maverick Carrier, Part Number MK3M00BV0J	EA	$203.4000		
Extended Description:		Point Blank, Maverick Carrier with front and back POLICE ID panels. Part Number BL545 / MK3M00BV0J				
Manufacturer:		POINT BLANK				
Mfr Part No.:		MK3M00BV0J				

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
52	4618	Point Blank, Guardian Carrier, Part Number GD1M00BV0J	EA	$203.4000		
Extended Description:		Point Blank, Guardian Carrier with front and back POLICE ID panels. Part Number BL368 / GD1M00BV0J				
Manufacturer:		POINT BLANK				
Mfr Part No.:		GD1M00BV0J				
53	461815	Handcuff Case, Single, Accumold Elite 7900,Clarino Black	EA	$22.6500		
Extended Description:		Handcuff Case, Single, Accumold Elite 7900,Clarino Black, Hidden Snap,P/N:NP351 CL HS / 22297,"Bianchi"				
Manufacturer:		BIANCHI				
Mfr Part No.:		22297				
54	461815	Double Magazine Pouch, Accumold Elite 7902,Clarino Black,	EA	$29.2300		
Extended Description:		Double Magazine Pouch, Accumold Elite 7902,Clarino Black, Hidden Snaps, P/N:NP352 CL HS 2 / 25342,"Bianchi"				
Manufacturer:		BIANCHI				
Mfr Part No.:		25342				
55	461815	Keeper, Belt, Four Pack, Accumold Elite 7906,Clarino Black,	EA	$10.1900		
Extended Description:		Keeper, Belt, Four Pack, Accumold Elite 7906,Clarino Black, Hidden Snaps, P/N:NP354 CL HS/ 22306,"Bianchi"				
Manufacturer:		BIANCHI				
Mfr Part No.:		22306				
56	461815	Holder, Mace /OC, Closed Top, MK-3,Accumold Elite 7907,	EA	$22.0100		
Extended Description:		Holder, Mace /OC, Closed Top, MK-3, Accumold Elite 7907, Clarino Black, Hidden Snap, P/N:NP355 CL HS/22308, "Bianchi"				
Manufacturer:		BIANCHI				
Mfr Part No.:		22308				
57	461815	Holder, Mace /OC, Closed Top, MK-4, Accumold Elite 7907,	EA	$22.0100		
Extended Description:		Holder, Mace /OC, Closed Top, MK-4, Accumold Elite 7907, Clarino Black, Hidden Snap, P/N:NP356 CL HS/22310, "Bianchi"				
Manufacturer:		BIANCHI				
Mfr Part No.:		22310				
58	461815	Holder, Flashlight, Compact, Covered, Accumold Elite 7911	EA	$22.3300		
Extended Description:		Holder, Flashlight, Compact, Covered, Accumold Elite 7911,Clarino Black, Hidden Snap, P/N:LR124 BLK CL HS/24037,"Bianchi"				
Manufacturer:		BIANCHI				
Mfr Part No.:		24037				
59	461815	Holder, Glove, Holds Two Pair of Latex Gloves, Accumold Elit	EA	$18.4600		
Extended Description:		Holder, Glove, Holds Two Pair of Latex Gloves, Accumold Elite 7915,Clarino Black, Hidden Snap, P/N:NP359 CL HS/22318,"Bianchi"				
Manufacturer:		BIANCHI				
Mfr Part No.:		22318				
60	461815	Holster, Level III Retention, Clarino Black, RH Glock 17/22	EA	$109.1200		
Extended Description:		Holster, Level III Retention, Clarino Black, RH Glock 17/22 w/ Light Mount, P/N:ZW048 CRH 832/6360-832-91, "Safariland"				
Manufacturer:		SAFARILAND				
Mfr Part No.:		6360-832-91				

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
61	461815	Holster, Level III Retention, Clarino Black, LH Glock 17/22	EA	$109.1200		
Extended Description:		Holster, Level III Retention, Clarino Black, LH Glock 17/22 w/ Light Mount, P/N:ZW048 CLH 832/6360-832-92, "Safariland"				
Manufacturer:		SAFARILAND				
Mfr Part No.:		6360-832-92				
62	461815	Holster, Level III Retention, Clarino Black, RH Glock 17/22	EA	$109.1200		
Extended Description:		Holster, Level III Retention, Clarino Black, RH Glock 17/22 w/ Light Mount, P/N:ZW807 CRH 832/6365-832-91, "Safariland"				
Manufacturer:		SAFARILAND				
Mfr Part No.:		6365-832-91				
63	461815	Holster, Level III Retention, Clarino Black, LH Glock 17/22	EA	$109.1200		
Extended Description:		Holster, Level III Retention, Clarino Black, LH Glock 17/22 w/ Light Mount, P/N:ZW807 CLH 832/6365-832-92, "Safariland"				
Manufacturer:		SAFARILAND				
Mfr Part No.:		6365-832-92				
64	461815	Holster, Level III Retention, Clarino Black, RH Glock 17/22	EA	$105.9400		
Extended Description:		Holster, Level III Retention, Clarino Black, RH Glock 17/22 , P/N:ZW048 CRH 83/6360-83-91, "Safariland"				
Manufacturer:		SAFARILAND				
Mfr Part No.:		6360-83-91				
65	461815	Holster, Level III Retention, Clarino Black, LH Glock 17/22	EA	$105.9400		
Extended Description:		Holster, Level III Retention, Clarino Black, LH Glock 17/22, P/N:ZW048 CLH 83/6360-83-92, "Safariland"				
Manufacturer:		SAFARILAND				
Mfr Part No.:		6360-83-92				
66	461815	Holster, Level III Retention, Clarino Black, RH Glock 17/22	EA	$105.9400		
Extended Description:		Holster, Level III Retention, Clarino Black, RH Glock 17/22, P/N:ZW807 CRH 83/6365-83-91, "Safariland"				
Manufacturer:		SAFARILAND				
Mfr Part No.:		6365-83-91				
67	461815	Holster, Level III Retention, Clarino Black, LH Glock 17/22	EA	$105.9400		
Extended Description:		Holster, Level III Retention, Clarino Black, LH Glock 17/22, P/N:ZW807 CLH 83/6365-83-92, "Safariland"				
Manufacturer:		SAFARILAND				
Mfr Part No.:		6365-83-92				
68	461815	Radio Holder, Clarino , P/N:CL-A588-BP-LAPD, "Aker"	EA	$51.1900		
Extended Description:		Radio Holder, Clarino , P/N:CL-A588-BP-LAPD, "Aker"				
Manufacturer:		AKER				
69	461815	Point Blank International with WARSOC Buckles, Carrier	EA	$338.0000		
Extended Description:		Point Blank International with WARSOC Buckles, Carrier, P/N: IHCMOOBVOJ GALLS P/N: BL783				
Manufacturer:		POINT BLANK				
Mfr Part No.:		IHCMOOBVOJ				

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
70	461815	Point Blank International with Velcro, Carrier Only	EA	$198.0000		
Extended Description:		Point Blank International with Velcro, Carrier Only, P/N: IN1MOOBVOJ GALLS P/N: BP1004				
Manufacturer:		POINT BLANK				
Mfr Part No.:		IN1MOOBVOJ				
71	461815	Point Blank AXBIIIA Concealable Panels Only, No Carrier	EA	$619.0000		
Extended Description:		Point Blank AXBIIIA Concealable Panels Only, No Carrier, P/N: MC1ABDBSOH GALLS P/N: BP1432				
Manufacturer:		POINT BLANK				
Mfr Part No.:		MC1ABDBSOH				
72	461815	Point Blank International Collar with AXBIIIA Ballistics	EA	$55.0000		
Extended Description:		Point Blank International Collar with AXBIIIA Ballistics, P/N: C01ABDCSOJ GALLS P/N: BP2598				
Manufacturer:		POINT BLANK				
Mfr Part No.:		C01ABDCSOJ				
73	461815	Point Blank International Throat with AXBIIIA Ballistics	EA	$57.0000		
Extended Description:		Point Blank International Throat with AXBIIIA Ballistics, P/N: TP1ABDCSOJ GALLS P/N: BP2599				
Manufacturer:		POINT BLANK				
Mfr Part No.:		TP1ABDCSOJ				
74	461815	Point Blank International Cummerbund with AXBIIIA Ballistics	EA	$231.0000		
Extended Description:		Point Blank International Cummerbund with AXBIIIA Ballistics, P/N: IHCMADSWOH GALLS P/N: BP2603				
Manufacturer:		POINT BLANK				
Mfr Part No.:		IHCMADSWOH				
75	461815	Point Blank International Biceps with AXBIIIA Ballistics	EA	$332.0000		
Extended Description:		Point Blank International Biceps with AXBIIIA Ballistics, Set of 2, P/N: BI1ABDCSOJ GALLS P/N: BP2601				
Manufacturer:		POINT BLANK				
Mfr Part No.:		BI1ABDCSOJ				
76	461815	Point Blank International Groin with AXBIIIA Ballistics	EA	$186.0000		
Extended Description:		Point Blank International Groin with AXBIIIA Ballistics, P/N: GP1ABDCSOJ GALLS P/N: BP2602				
Manufacturer:		POINT BLANK				
Mfr Part No.:		GP1ABDCSOJ				

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
77	461815	Point Blank International Trapezius with AXBIIIA Ballistics	EA	$203.0000		
Extended Description:		Point Blank International Trapezius with AXBIIIA Ballistics, Set of 2, P/N: PA2ABDBSOJ GALLS P/N: BP2600				
Manufacturer:		POINT BLANK				
Mfr Part No.:		PA2ABDBSOJ				
78	461815	Point Blank Five-Pouch Bundle for Outer Carrier Attachment	EA	$131.0000		
Extended Description:		Point Blank Five-Pouch Bundle of Pouches for Attachment to Outer Carrier, LAPD KIT POUCHES GALLS P/N: BP2604				
Manufacturer:		POINT BLANK				
Mfr Part No.:		LAPD KIT POUCHES				
79	461815	Point Blank OMEGA Plate 7" x 9"	EA	$297.9500		
Extended Description:		Point Blank OMEGA Plate 7" x 9", P/N: PLT018ECRN GALLS P/N: BP1481				
Manufacturer:		POINT BLANK				
Mfr Part No.:		PLT018ECRN				
80	461815	Point Blank OMEGA Plate 10" x 12"	EA	$511.9500		
Extended Description:		Point Blank OMEGA Plate 1 0" x 12", P/N: PLT020ECSN GALLS P/N: BP1442				
Manufacturer:		POINT BLANK				
Mfr Part No.:		PLT020ECSN				
81	461815	Holster, Model 6360, Smith & Wesson, RH, P/N: 6360-2192-61	EA	$105.9400		
Extended Description:		Holster, Model 6360, Level III Retention, Plain, Black, RH, Smith & Wesson, P/N: 6360-2192-61, Safariland GALLS P/N: LP415 PRH 2192				
Manufacturer:		SAFARILAND				
Mfr Part No.:		6360-2192-61				
82	461815	Holster, Model 6360, Smith & Wesson, LH, P/N: 6360-2192-62	EA	$105.9400		
Extended Description:		Holster, Model 6360, Level III Retention, Plain, Black, LH, Smith & Wesson, P/N: 6360-2192-62, Safariland GALLS P/N: LP415 PLH 2192				
Manufacturer:		SAFARILAND				
Mfr Part No.:		6360-2192-62				
83	461815	Radio Holder, for Motorola XTS5000 Radio, Plain, Black	EA	$40.0800		
Extended Description:		Radio Holder, for Motorola XTS5000 radio, Plain, Black, P/N: Z588-BP-LAPD, Aker GALLS P/N: LR853L				
Manufacturer:		AKER				
Mfr Part No.:		Z588-BP-LAPD				

Line	Commodity Code	CL Description	UOM	Unit Price	Markdown %	Markup %
84	461815	Key Holder, Silent, Accumold Elite 7916, Clarino Black	EA	$20.1400		
Extended Description:		Key Holder, Silent, Accumold Elite 7916, Clarino Black, P/N: 22319, Bianchi GALLS P/N: NP360 BLK CL				
Manufacturer:		BIANCHI				
Mfr Part No.:		22319				
85	461815	Baton Ring, Accumold Elite 7904, Clarino Black	EA	$7.6200		
Extended Description:		Baton Ring, Accumold Elite 7904, Clarino Black, P/N: 22304, Bianchi GALLS P/N: ZN613 HG				
Manufacturer:		BIANCHI				
Mfr Part No.:		22304				
86	461815030229	HOOD,SPIT SOCK,TRANZPORT HOOD,SAFARILAND 8320-0-2C,NO SUBS	PK	$31.4200		
Extended Description:		HOOD,SPIT SOCK,TRANZPORT HOOD,SAFARILAND 8320-0-2C,NO SUBSTITUTIONS				
Manufacturer:		SAFARILAND				
Mfr Part No.:		8320-0-2C				

Authorized By

Annual Requirements Contract Clauses, Terms, and Conditions

Line Item Provisions

Clauses and Comments on PDF

Document Provisions

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Supporting Documents

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INTENTIONALLY LEFT BLANK TO ADD CLAUSES AND COMMENTS.

CITY OF LOS ANGELES
CALIFORNIA

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT

KAREN BASS
MAYOR

DEPARTMENT OF
GENERAL SERVICES
ROOM 701
CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012
(213) 928-9555
FAX NO. (213) 928-9515

January 25, 2023

Galls Inc.
2700 Junipero Ave
Long Beach, CA 90806

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 59463 – AMENDMENT 35
POLICE EQUIPMENT, SUPPLIES & ACCESSORIES

The subject contract is hereby extended until 4/30/2023.

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Marissa Rodriguez, Procurement Analyst, at 213-978-4658, or via e-mail to marissa.rodriguez@lacity.org.

Tony M. Royster
for General Manager and
City Purchasing Agent

By: Troy A. Lee
Supply Services Manager

cc

Approved as to Form
Hydee Feldstein Soto
City Attorney

By: Kimberly Miera
Kimberly D. Miera
Deputy City Attorney

AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER

CITY OF LOS ANGELES
CALIFORNIA

TONY M. ROYSTER
GENERAL MANAGER
AND
CITY PURCHASING AGENT

KAREN BASS
MAYOR

DEPARTMENT OF
GENERAL SERVICES
ROOM 701
CITY HALL SOUTH
111 EAST FIRST STREET
LOS ANGELES, CA 90012
(213) 928-9555
FAX NO. (213) 928-9515

March 30, 2023

Galls Inc.
2700 Junipero Ave
Long Beach, CA 90806

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 59463 – AMENDMENT 36
POLICE EQUIPMENT, SUPPLIES & ACCESSORIES

The subject contract is hereby extended until 10/31/2023.

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Marissa Rodriguez, Procurement Analyst, at 213-978-4658, or via e-mail to marissa.rodriguez@lacity.org.

Tony M. Royster
General Manager and
City Purchasing Agent

By: Troy A. Lee
Supply Services Manager

Approved as to Form
Hydee Feldstein Soto
City Attorney

By: Kimberly Miera
Kimberly D. Miera
Deputy City Attorney

AN EQUAL EMPLOYMENT OPPORTUNITY – AFFIRMATIVE ACTION EMPLOYER

City Council Meeting **I. 12.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an agreement with Watson Furniture Group for the Emergency Operations Center office reconfiguration in the amount of $115,623.87 (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 approve an agreement with Watson Furniture Group for the Emergency Operations Center office reconfiguration in the amount of $115,623.87.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Watson Furniture Group for the Emergency Operations Center office reconfiguration in the amount of $115,623.87.

DISCUSSION:

Redlands Police Department staff were moved into the Emergency Operations Center (EOC) in 2009 when the prior police building at 212 Brookside Avenue, in Redlands, was deemed condemned. Since 2009, the EOC has functioned as both a police department, primary contact location for the public, and as the City's Emergency Operations Center in the event the EOC is activated. When there is an EOC activation, police employees continue to conduct police business while co-existing in the building with 20-50 other city department employees. The EOC's furniture layout is not conducive to the current needs of PD staff. The furniture is outdated and broken. There is a lack of storage that has forced the police department to purchase multiple land-sea containers. Additionally, the police department's administration has worked closely with the

fire department's administration to ensure the new furniture configuration is conducive to an EOC activation's needs.

In lieu of conducting a formal bidding process for an office furniture purchase, the police department consulted with several vendors and agencies to determine if a piggy-backing opportunity was available. Cooperative Purchasing Master Agreement No. 00318 became effective on January 1, 2022. Both the police and fire department staff evaluated the design and layout options to determine the best use of space. The new design provides a cost effective solution for a more functional work space, provides the necessary amount of workstations as well as much needed storage throughout the perimeter of the multi-purpose room.

ALTERNATIVES:

Do not approve the agreement with Watson Furniture Group for the Emergency Operations Center office reconfiguration in the amount of $115,623.87.

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
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz, Procurement Manager

PREPARED BY:
Shayna Walker, Operations Manager

Fiscal Impact

Fiscal Year:	2022-23
Revenue Generating:	N/A
Appropriation Required Y/N:	N
Amount:	$115,623.87
Budgeted Y/N:	Y
Account No.:	101202-8501

Discussion:

No fiscal impact.

Attachments

Cooperative Purchasing Master Agreement No. 00318
NASPO Master Agreement 00318
Watson FG Quote
NASPO Contract Overview 00318

COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

For Use by Eligible Purchasing Entities

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

WATSON FURNITURE GROUP, INC.

Dated January 1, 2022

COOPERATIVE PURCHASING MASTER AGREEMENT

NO. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

FOR

CATEGORY 10 DISPATCH CONSOLE FURNITURE

This Cooperative Purchasing Master Agreement ("Cooperative Purchasing Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and Watson Furniture Group, Inc. a Washington corporation ("Contractor") and is dated and effective as of January 1, 2022.

R E C I T A L S

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Purchasing Master Agreements for goods and services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these Cooperative Purchasing Master Agreements available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. *See* RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.

C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.

D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a cooperative purchasing master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that cooperative purchasing master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating entity'), no agency or other eligible organization (a 'purchasing entity') may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions

(e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00318 dated November 16, 2020 regarding Public Safety Communications Products, Services and Solutions ("Public Safety Radio"). Sixteen (16) states indicated an intent to utilize the resulting Cooperative Purchasing Master Agreement.

F. Enterprise Services and a stakeholder team consisting of representatives from Washington, California, Alaska, Oregon, Montana, Tennessee, Colorado and Nevada evaluated all responsive bids to the Competitive Solicitation and identified Contractor as an Apparent Successful Bidder for the Category identified above.

G. Enterprise Services determined that entering into this Cooperative Purchasing Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.

H. The purpose of this Cooperative Purchasing Master Agreement is to enable Participating or Purchasing Entities to purchase Public Safety Radio products and services, in the awarded Category as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. The term of this Master Agreement begins January 1, 2022 and ends on December 31, 2026; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2025, Contractor meets the following performance metrics:

- Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
- Administrative Fee Payments: Contractor provides timely and accurate Administrative Fee payments as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Public Safety Communications Products, Services and Solutions to begin on January 1, 2022, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no orders for products or services shall be made under this Agreement prior to January 1, 2022.

2. PARTICIPANTS AND SCOPE. This Cooperative Purchasing Master Agreement may be utilized under the following conditions:

2.1. PARTICIPATING ENTITIES. Contractor may not sell Public Safety Radio products and services under this Cooperative Purchasing Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Cooperative Purchasing Master Agreement are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum; *Provided*, however, that no Participating Addendum shall operate to alter or modify any substantive terms of this Cooperative Purchasing Master Agreement which were solicited and procured pursuant to a competitive procurement. By way of illustration and not limitation, Participating Entities may include unique administrative, delivery, and invoicing requirements, as well as entity-specific confidentiality requirements and similar entity-specific administrative requirements in purchase Orders utilizing this Cooperative Purchasing Master Agreement.

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

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

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

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

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Cooperative Purchasing Master Agreement, Contractor is authorized to sell only those Public Safety Radio Products and Services in the category above posted on the NASPO ValuePoint website. Contractor shall not represent to any Participating or Purchasing Entity under this Cooperative Purchasing Master Agreement that Contractor has contractual authority to sell any Public Safety Radio Products beyond those approved and posted on the NASPO ValuePoint website.

3.2. MINIMUM WARRANTY FOR INCLUDED GOODS/SERVICES. Notwithstanding any provision to the contrary, Contractor agrees to and is providing a minimum warranty of no less than one (1) year for any goods/services included in this Cooperative Purchasing Master Agreement. Such minimum warranty begins when the goods/services are accepted by Purchasing Entity or as agreed by Purchasing Entity in its ordering documentation. Such minimum warranty includes all firmware and software updates within warranty period. Parts and related software will be free from defects in material and workmanship for one (1) year. If a product fails because of a defect in workmanship or materials within one (1) year from the date of acceptance by Purchasing Entity, manufacture shall repair or replace the product or part with a new product or part without charge to Purchasing Entity.

3.3. ADDITIONAL WARRANTY OPTIONS – See Watson Furniture Group Products/Services Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available warranty options.

3.4. AVAILABLE SERVICES – See Watson Furniture Group Products/Services Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available services.

3.5. ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Public Safety Radio Products included in this Cooperative Purchasing Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this competitively procured Cooperative Purchasing Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.

3.6. PRODUCT UPDATES. Upon approval, Contractor may update their products/pricelist on a semi-annual basis. Contractor must submit to the Lead Contract Administrator a revised product/pricelist highlighting changes and include an effective date of the change. At no time during the contract term shall products be deleted from the products/pricelist. Discontinued products/services must be struck-through and highlighted for ease of review process. Product/pricelist updates must be submitted for review and approval to the Lead Contract Administrator thirty (30) days prior to the effective date of the change. All products/pricelist will be posted on the NASPO ValuePoint website.

Product updates for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st. Additional product updates may be considered for approval with proper 30 day notice at the discretion of the Lead State.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1st	July 1st
July 1-December 31	December 1st	January 1st

3.7. ECONOMIC ADJUSTMENTS. All pricing must be guaranteed for the first year of the Cooperative Purchasing Master Agreement. Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating the reasonableness of the adjustment when comparing the current price list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published manufacturer's price list. No retroactive price increases will be allowed.

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

Enterprise Services reserves the right to request clarification and justification for requested Economic Adjustments.

Economic Price Adjustment requests for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1st	July 1st
July 1-December 31	December 1st	January 1st

3.8. PRICE CEILING. Although Contractor may offer lower prices, including volume discounts, to Purchasing Entity, during the term of this Cooperative Purchasing Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth approved and posted on the NASPO ValuePoint website.

3.9. COOPERATIVE PURCHASING MASTER AGREEMENT INFORMATION. Enterprise Services shall maintain and provide information regarding this Cooperative Purchasing Master Agreement, including scope and pricing, to eligible Purchasing Entity.

3.10. CONTRACTOR RESPONSIBILITIES. Contractor shall be responsible for successful performance of the Cooperative Purchasing Master Agreement and also for the successful performance of any

and all of their partners. Contractor is to be the sole point of contact as applicable by Cooperative Purchasing Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the products and maintenance of the product for the term of the Cooperative Purchasing Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Cooperative Purchasing Master Agreement. Contractor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. Contractor will be responsible for compliance with requirements under the Cooperative Purchasing Master Agreement, even if requirements are delegated to partners. Contractor and partners must not in any way represent themselves in the name of the Lead State, NASPO ValuePoint or Participating States.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Purchasing Master Agreement and at the time any order is placed pursuant to this Cooperative Purchasing Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that, within fifteen (15) days of executing any Participating Addendum and prior to making any sales pursuant to such Participating Addendum, Contractor shall be in good standing and qualified to do business in such state and that Contractor properly shall have registered to do business in such state, shall possess and shall keep current all required licenses and/or approvals, and that it shall be current, in full compliance, and have paid all applicable taxes owed to such state.

4.2. SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and/or services sold pursuant to this Cooperative Purchasing Master Agreement shall be merchantable, shall conform to this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchasing Entity) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchasing Entity's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual

damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Cooperative Purchasing Master Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

4.5. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Master Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Master Agreement.

4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Cooperative Purchasing Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasing Entity's employees.

4.8. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Purchasing Master Agreement, Contractor shall maintain an accurate profile in WEBS.

4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Washington Statewide Payee Desk, which registration is a condition to payment.

4.10. COOPERATIVE PURCHASING MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Purchasing Master Agreement with eligible Purchasing Entity and to ensure that those entities that utilize this Cooperative Purchasing Master Agreement are eligible Purchasing Entity. Contractor understands and acknowledges that neither Enterprise Services nor Purchasing Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchasing Entity, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.11. COOPERATIVE PURCHASING MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Purchasing Master Agreement or a similar contract, is transitioned to another contractor (e.g., Cooperative Purchasing Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

4.12. SUB-CONTRACTORS, AUTHORIZED RESELLERS/DEALERS. MANUFACTURER'S REPRESENTATIVE (PARTNERS). If utilizing partners, Contractor is responsible for such partners providing products and services, as well as warranty and maintenance services for any product or solution such partners provide pursuant to this Cooperative Purchasing Master Agreement. Pursuant to their applicable Participating Addendum, each Participating Entity may allow or disallow Contractor to utilize Partners. Only partners approved by the Participating Entity may be utilized. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

5. USING THE COOPERATIVE PURCHASING MASTER AGREEMENT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible Purchasing Entity shall order goods and/or services from this Cooperative Purchasing Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchasing Entity but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchasing Entity Order"). All order documents must reference the Cooperative Purchasing Master Agreement number. The terms of this Cooperative Purchasing Master Agreement shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Purchasing Master Agreement shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Purchasing Master Agreement.

(a) All order documents must, at a minimum, reference

- The Cooperative Purchasing Master Agreement number;
- The place and requested time of delivery;
- A billing address;

- The name, phone number, and address of the Participating Entity representative;

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

(c) Orders must be placed pursuant to this Cooperative Purchasing Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.

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

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Purchasing Master Agreement, the Purchase Order used by Purchasing Entity, or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor. The following apply to all deliveries:

(a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.

(b) Contractor shall ship all goods purchased pursuant to this Master Agreement to Purchasing Entity's specified destination. Shipping charges must be mutually agreed to between Purchasing Entity and Contractor, and shall be added as a separate line item on the Contractor's invoice. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence. Ownership transfers to the Purchasing Entity upon delivery.

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

(d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Purchasing Master Agreement shall be identified by the Cooperative Purchasing Master Agreement number set forth on the cover of this Cooperative Purchasing Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

(e) Purchasing Entities may return unopened or unused (non-specialty or customized) Public Safety Radio products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Public Safety Radio Products that are returned.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Purchasing Master Agreement are subject to Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Such inspection and approval shall be determined within thirty (30) days of delivery. Purchasing Entity reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order. If there are any apparent defects in the goods and/or services at the time of delivery, Purchasing Entity will notify Contractor within five (5) business days. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to, consistent with the warranty terms, repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchasing Entity's option, Purchasing Entity may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

(a) Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Cooperative Purchasing Master Agreement. Products that do not meet specifications may be rejected as mutually agreed between Purchasing Entity and Contractor. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Public Safety Radio Products are put to use. Acceptance of such Public Safety Radio Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Public Safety Radio Products rejected and returned, or for which Acceptance is revoked.

(b) If any Public Safety Radio Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Public Safety Radio Product in conformity with the specifications.

5.4. ON SITE REQUIREMENTS. While on Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.

5.5. INSTALLATION. Installation shall be performed by Contractor or Sub-Contractor, in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchasing Entity reserves the right to require Contractor or Sub-Contractor to repair any damage caused during installation or provide full compensation as determined by Purchasing Entity.

5.6. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Enterprise Services/the State of Washington or Purchasing Entity's information which may be classified as confidential, for any purpose not directly connected with the administration of this Cooperative Purchasing Master Agreement, except with prior written consent of Enterprise Services (or the applicable Purchasing Entity), or as may be required by law.

5.7. TREATMENT OF ASSETS. Title to all property furnished by any Participating State and/or Purchasing Entity shall remain with such Participating State and/or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchasing Entity furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchasing Entity, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for damages as a result of any loss or damage to property of any Participating State and/or Purchasing Entity to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any such Participating State and/or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State and/or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State and/or Purchasing Entity all property of such Participating State and/or Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Cooperative Purchasing Master Agreement. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchasing Entity upon delivery of such property by Contractor to the Purchasing Entity. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the Purchasing Entity upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchasing Entity in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors. Title to software shall not pass to Purchasing Entity but shall be licensed. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

5.8. SOFTWARE LICENSE AGREEMENT. If the public safety communications equipment ordered and delivered under the term and conditions of this Cooperative Purchasing Master Agreement requires software or firmware to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License Agreement that will apply to such transactions. Contractor's software license agreement shall not conflict with the terms and conditions of this Cooperative Purchasing Master Agreement or specific security requirements of Purchasing Entity.

5.9. SUBSCRIPTION SERVICES AGREEMENT. If the public safety communications equipment ordered and delivered under the term and conditions of this Contract requires subscription services to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License

Agreement that will apply to such transactions. Contractor's Subscription Services Agreement shall not conflict with the terms and conditions of this Master Agreement or the specific security requirements of Purchasing Entity.

6. INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchasing Entity's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- Cooperative Purchasing Master Agreement No. 00318
- Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- Contractor's Federal Tax Identification Number
- Date(s) of delivery
- Applicable goods/services
- Invoice amount; and
- Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Purchasing Master Agreement prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely payment(s), Contractor may invoice Purchasing Entity in the amount of one percent (1%) per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. NO ADVANCE PAYMENT. No advance payment shall be made for the products and services furnished by Contractor pursuant to this Cooperative Purchasing Master Agreement; Provided, however, that the parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Purchasing Master Agreement. Failure to do so shall constitute breach of this Cooperative Purchasing Master Agreement. Unless otherwise agreed, Purchasing Entity shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. In regard to federal excise taxes, Contractor shall include

federal excise taxes only if, after thirty (30) calendar days written notice to Purchasing Entity, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

7. CONTRACT MANAGEMENT.

7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Purchasing Master Agreement. Enterprise Services' contract administrator shall provide Cooperative Purchasing Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Contract Administrator 00318
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218
Email: DESContractsTeamCypress@des.wa.gov

Watson Furniture Group, Inc.
Attn: Quinte Andrae
26246 Twelve Trees Lane NW
Poulsbo, WA 98370
Tel: 360-394-1300
Email: qandrae@watsonfg.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchasing Entity issues pertaining to this Cooperative Purchasing Master Agreement.

7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services
Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Watson Furniture Group, Inc.
Attn: Quint Andrae
26246 Twelve Trees, Lane NW
Poulsbo, WA 98370
Email: qandrae@watsonfg.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.

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

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

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

8.4. REPORT OWNERSHIP. Timely submission of these reports is a material requirement of the Cooperative Purchasing Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8.5. CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA. Participating Addenda, as well as Orders or transaction data relating to Orders under this Cooperative Purchasing Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Cooperative Purchasing Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Cooperative Purchasing Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

9. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

9.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Cooperative Purchasing Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Cooperative Purchasing Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Cooperative Purchasing Master Agreement.

9.2. LOGOS. NASPO VALUEPOINT logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

9.3. ANNUAL SUPPLIER BUSINESS REVIEW. Contractor agrees to participate in an annual supplier performance review at a location (virtual or in-person) selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. The 2022 Annual Supplier Business Review requires in-person attendance. Any subsequent Annual Supplier Business Review meetings may be attended virtually or in-person.

10. ADMINISTRATIVE FEES.

10.1. CONTRACTOR shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint ADMINISTRATIVE Fee of one-quarter of one percent (0.25%) of the quarterly sales by participating state. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.

10.2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. 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 Cooperative Purchasing Master Agreement. The Contractor may adjust the Cooperative Purchasing Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

11. RECORDS RETENTION & AUDITS.

11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing Master Agreement and orders placed by Purchasing Entity under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any

litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.2. AUDIT. Upon reasonable advance written notice, Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records associated with this Cooperative Purchasing Master Agreement to ensure that Contractor has properly invoiced Purchasing Entity and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchasing Entity, 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 Cooperative Purchasing Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchasing Entity, Contractor shall reimburse Purchasing Entity for any overpayments inconsistent with the terms of this Cooperative Purchasing Master Agreement or orders, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records.

12. INSURANCE.

12.1. REQUIRED INSURANCE. During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.

12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Purchasing Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

12.3. INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to Enterprise Services that (1) names the State of Washington and Enterprise Services as additional insureds, (2) provides for written notice of cancellation delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations

are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

13. PUBLIC INFORMATION. This Cooperative Purchasing Master Agreement, all related documents, and all records created as a result of the Cooperative Purchasing Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. DEFAULTS AND REMEDIES

14.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Cooperative Purchasing Master Agreement immediately by written cure notice of any default. Contractor may be required to submit a written cure plan within five (5) business days of Suspension notification. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's right under this Cooperative Purchasing Master Agreement All of Contractor's obligations to Enterprise Services and Purchasing Entity survive termination of Contractor's rights under this Cooperative Purchasing Master Agreement, until such obligations have been fulfilled.

14.2. DEFAULT. Each of the following events shall constitute default of this Cooperative Purchasing Master Agreement by Contractor:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Master Agreement;

(b) Contractor breaches any representation or warranty provided herein; or

(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. REMEDIES for DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Purchasing Master Agreement are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasing

Entity replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Purchasing Master Agreement price and the replacement or cover price for identical equipment or services, as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement. Enterprise Services or Purchasing Entity will mitigate damages and provide Contractor with detailed invoices substantiating the charges.

(c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Cooperative Purchasing Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, either Party 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. Nothing in this Cooperative Purchasing Master Agreement shall be construed to limit the rights and remedies available to either Party under the applicable commercial code.

14.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchasing Entity be liable to the other for exemplary or punitive damages; Provided, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Cooperative Purchasing Master Agreement; or (c) damages subject to the Intellectual Property Indemnity section of this Cooperative Purchasing Master Agreement. Any limitation of either party's obligations under this Cooperative Purchasing Master Agreement, by delivery slips or other documentation is void. Contractor's limitation of liability shall not exceed $2,000,000 per occurrence.

14.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Cooperative Purchasing Cooperative Purchasing Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Purchasing Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor. Contractor will be entitled to seek a change order to the extent Contractor provides documentary evidence that Contractor has incurred additional costs as a result of the suspension including costs to demobilize and remobilize the project.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Cooperative Purchasing Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

15. CLAIMS.

15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents to the extent caused by its operations under this Cooperative Purchasing Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. If responsibility can be substantiated as Contractor fault, Contractor shall pay for all damage to any Purchasing Entity's property resulting directly or indirectly from its acts or omissions under this Cooperative Purchasing Master Agreement, to the extent attributable to negligence by Contractor or its agents.

15.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, any Purchasing Entity, and NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint) (NASPO) and their respective employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Purchasing Master Agreement, except to the extent such claims are caused by Enterprise Services, any Purchasing Entity, or NASPO's' negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Cooperative Purchasing Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. GENERAL PROVISIONS.

17.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Cooperative Purchasing Master Agreement.

17.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

17.3. INTEGRATED AGREEMENT. This Cooperative Purchasing Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

17.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Cooperative Purchasing Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.

17.5. AUTHORITY. Each party to this Cooperative Purchasing Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Cooperative Purchasing Master Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Purchasing Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.

17.7. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Cooperative Purchasing Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Purchasing Master Agreement notwithstanding any prior assignment of its rights.

17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Cooperative Purchasing Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

17.10. FEDERAL FUNDS. To the extent that any Purchasing Entity uses federal funds to purchase goods and/or services pursuant to this Cooperative Purchasing Master Agreement, such Purchasing

Entity shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.

17.11. SEVERABILITY. If any provision of this Cooperative Purchasing Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Master Agreement, and to this end the provisions of this Cooperative Purchasing Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Purchasing Master Agreement.

17.12. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Cooperative Purchasing Master Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

17.13. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Master Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

17.14. GOVERNING LAW. The validity, construction, performance, and enforcement of this Cooperative Purchasing Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Cooperative Purchasing Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

17.15. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Cooperative Purchasing Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Cooperative Purchasing Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

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

Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

17.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Purchasing Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

17.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Cooperative Purchasing Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Purchasing Master Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Purchasing Master Agreement. Each term and provision of this Cooperative Purchasing Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.

17.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Purchasing Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Master Agreement.

17.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Master Agreement in their entirety.

17.21. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Purchasing Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Purchasing Master Agreement nor the meaning of any provisions hereof.

17.22. ELECTRONIC SIGNATURES. An electronic signature of this Cooperative Purchasing Master Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Master Agreement or such other ancillary agreement for all purposes.

17.23. COUNTERPARTS. This Cooperative Purchasing Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Purchasing Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Purchasing Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**	**WATSON FURNITURE GROUP, INC.** **A WASHINGTON CORPORATION**
By: Elena McGrew Elena McGrew	By: Quint Andrae
Its: Acting Statewide Enterprise Procurement Manager	Its: National Sales Manager

Exhibit A

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION**. During the Term of this Cooperative Purchasing Master Agreement, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.

    c. EMPLOYERS' LIABILITY (STOP GAP) INSURANCE. Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 bodily injury by disease policy limit.

    The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING**. Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED**. Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasing Entity (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE**. Prior to execution of the Cooperative Purchasing Master Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall

furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement**. All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Purchasing Master Agreement Insurance Certificate
Cooperative Purchasing Master Agreement No. 00318 – Public Safety Communications Products, Services and Solutions
Attn: Team Cypress
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:
Cooperative Purchasing Master Agreement Insurance Certificate – Cooperative Purchasing Master Agreement No. 00318 – Public Safety Communications Products, Services and Solutions

5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Purchasing Entity shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies will all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION**. Contractor waives all rights of subrogation against the State of Washington and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.

9. **EXTENDED REPORTING PERIOD**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Purchasing Master Agreement.

Washington State Department of Enterprise Services

Dear Quint,

Congratulations, your firm has been awarded on NASPO ValuePoint Master Agreement 00318 Public Safety Communications Products, Services and Solutions for:

Category 10 Dispatch Console Furniture

Enclosed is a copy of the contract for your signature. Please sign and to me via email to DESContractsTeamCypress@des.wa.gov by November 1, 2021. Items in the Master Agreement highlighted in yellow must be completed and/or confirmed prior to signature.

Once the Master Agreement is executed, it will be posted on the NASPO ValuePoint website along with your bid response. At that time, states may begin their Participating Addendum process. The period of performance will begin January 1, 2021.

Prior to posting, we will need the following:

1) Primary contact person for your company with their contact information, and
2) A sales reporting contact, if different from Exhibit A-2, and
3) A management fee contact, if different from Exhibit A-2, and
4) A logo for your company, and
5) A complete products and pricing document that includes the following:
    a. All products and accessories available,
    b. All available services,
    c. All warranty options.

The products and accessories, services and warranty offerings must include the product name, product number and brief description along with the list price, discount off list and NASPO ValuePoint (NVP) final price.

If you have any questions regarding these requirements or other contractual matters, please contact me at DESContractsTeamCypress@des.wa.gov or 360-407-2218. I look forward to a mutually beneficial business partnership in the administration of our NASPO ValuePoint Master Agreement.

Sincerely,

Neva J. Peckham

Neva J. Peckham
Contracts Specialist

00042658

Redlands PD - Mulitpurpose Room

Watson Rep Firm:	Watson Consoles	**Specified For:**	Redlands PD
Address Line 1:	26246 Twelve	**Address Line 1:**	1270 W. Park Avenue
City:	Poulsbo	**City:**	Redlands
Zip:	98370	**State:**	CA
Sales Person:	Quint Andrae	**Contact Name:**	Shayna Walker
Phone Number:	3603941300	**Phone Number:**	9097987617
		Email Address:	swalker@redlandspolice.org

Project Summary-

NASPO Contract Pricing 00318

Installation based on empty room, one trip, 1st floor WITH prevailing wage requirements.

Freight Terms: Zone 2 - Included, On-Time Delivery Added to Meet Installer at Site

MATERIAL SURCHARGE: Watson has implemented a materials surcharge on orders received after May 1, 2022 . This charge is 5% of net and will be noted on your acknowledgement. Thank you for your understanding during this turbulent supply and transportation era.

1.State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
2.Deposit may be required with order; Net 30 days of Shipment of Product.
3.Chairs, platforms, rails etc are for representational purposes only.
4.Customer is responsible for verification of room dimensions.
5.Completed Order consists of a signed Contract or Purchase Order and completed Final Signoff package
6.Change Order Fee (minimum $500) may be applicable for changes after 5 business days of submission.
7.Pricing will be valid for four (4) months after receipt of Purchase Order.

Quote Date 3/15/2023 **Expiration Date** 6/15/2023		Watson Account Manager:	Amanda Johnson
Remit To:	Watson Consoles 26246 Twelve Trees Lane NW Poulsbo WA 98370	Watson Factory Rep Firm:	Watson Consoles
		Prepared By:	
This Document is Confidential & Proprietary (C) 2017 Watson Furniture Group, Inc. All Rights Reserved		File Name:	Redlands.06.cmdrw

Conference Table and Desking

Projec Redlands PD - Mulitpurpose Room

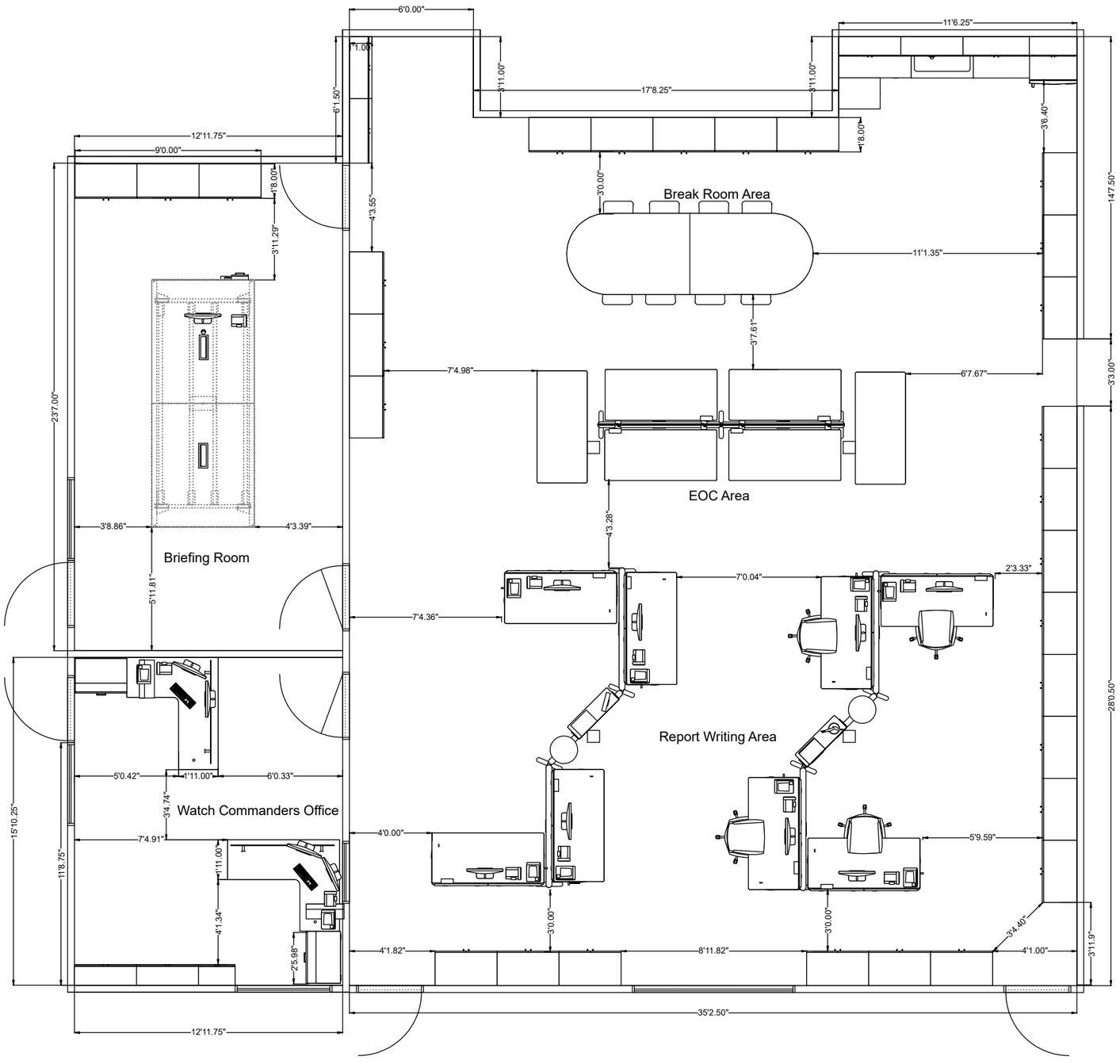
Redlands.06.cmdrw

watson consoles

Sales Rep:
Quint Andrae

Account Manager:
Amanda Johnson

Project Designer:



Scale~1:70

REV 01: MS 02/10/20
- Revised Per AM Notes
REV 02: DK 02/21/20
- Added Desking
REV 03: MS 03/05/20
- Revised Per AM Notes
REV 04: MS 03/19/20
- Revised Storage
REV 04: MS 03/17/21
- Update For Quoting
REV05 ARB 2/15/23 - Updating quote to 2023
REV06 ARB 3/15/23 - Updated Quote

CP 01
Full Room 2D

NOTE: Verify all building dimensions on-site prior to purchase or installation of product.
Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, Redlands Regular Meeting of 04/18/2023 information required for space planning and installation.

Approved By:

Name Date Title

26246 Twelve Trees Lane NW
Poulsbo, WA 98370
www.watsonconsoles.com
360.394.1300

Conference Table and Desking

Projec Redlands PD - Mulitpurpose Room

Redlands.06.cmdrw



Sales Rep:
Quint Andrae

Project Manager:
Amanda Johnson

Project Designer:

REV 01: MS 02/10/20
- Revised Per AM Notes
REV 02: DK 02/21/20
- Added Desking
REV 03: MS 03/05/20
- Revised Per AM Notes
REV 04: MS 03/19/20
- Revised Storage
REV 04: MS 03/17/21
- Update For Quoting
REV05 ARB 2/15/23 - Updating quote to 2023
REV06 ARB 3/15/23 - Updated Quote

CP 01
Full Room Rendering

NOTE: Verify all building dimensions on-site prior to purchase or installation of product.
Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, Redlands Regional Medical Center and information required for space planning and installation.

Approved By:

Name Date Title

26246 Twelve Trees Lane NW
Poulsbo, WA 98370
www.watsonconsoles.com
360.394.1300

Bill of Material

Project: Redlands PD - Mulitpurpose Room

Sold to
Company name: Redlands PD
Contact Person: Shayna Walker
Contact Phone: 9097987617
Contact Fax:

Distributor
Company name: Watson Consoles
Salesperson: Quint Andrae
Salesperson Phone: 3603941300
Salesperson Fax: 2533481887

watson
26246 Twelve Trees Lane NW Poulsbo, WA 98370
360.394.1300 watsonfurniture.com

#	Qty	Part Number	Description	Sell	Ext. Sell
Main 01					
1	12	C9ADPD4S	C9 DESK ACCESSORY, DESKTOP POWER, DEAN, 2 PWR, 1 OPEN AND 1 DUAL CHARGING USB-A, STORM GRAY, 120" CORD	$292.80	$3,513.60
2	8	C9AEC	C9 DESK ACCESSORY, E-CHAIN	$52.80	$422.40
3	8	C9DSDS20663023	C9 DESK SCREEN, DOUBLE CORNER WITH STEEL RETURN, 20"D X 66"W X 30"H - 23"HA	$772.80	$6,182.40
4	2	C9NAWS103619	EDISON RAIL SINGLE WORKSHELF, 10"D X 36"W X 19"H - 46" SYSTEM HEIGHT	$374.40	$748.80
5	3	C9NEL	EDISON SENIOR RAIL, END LEG	$153.60	$460.80
6	2	C9NTBA0460	EDISON SENIOR RAIL, BENDABLE ADDER, TWO DUPLEX/USER, 60"W	$1,161.60	$2,323.20
7	3	C9NTBA0472	EDISON SENIOR RAIL, BENDABLE ADDER, TWO DUPLEX/USER, 72"W	$1,161.60	$3,484.80
8	3	C9NTS0472	EDISON SENIOR RAIL, STARTER, TWO DUPLEX/USER, 72"W	$1,120.80	$3,362.40
9	8	C9PSO180822	C9 PENDANT STORAGE, OPEN, 18"D X 8"W X 22"H (FOR USE ON 24"D AND 30"D C9 DESKS)	$211.20	$1,689.60
10	14	C9PSPB181511	C9 PENDANT STORAGE, PENCIL/BOX, 18"D X 15"W X 11"H (FOR USE ON 30"D C9 DESKS ONLY)	$422.40	$5,913.60
11	8	C9R4D3066	C9 RECTANGULAR DESK, FOUR LEG, HEIGHT ADJUSTABLE BASE - 27"-46"H, 30"D X 66"W	$1,665.60	$13,324.80
12	2	C9R4T306629	C9 RECTANGULAR DESK, FOUR LEG, FIXED HEIGHT BASE, 30"D X 66"W, 29.5" HIGH	$924.00	$1,848.00
13	3	C9TPT	EDISON TOOLS, PAPER TRAY	$62.40	$187.20
14	4	C9TTS	EDISON TOOLS, TECH STAND	$33.60	$134.40
15	4	DADL	DUAL LOCK - SET OF THREE	$14.40	$57.60
16	2	ENL1642	EDISON RAIL LIGHT, WITH 10W USBA AND 60W USBC CHARGING, 16"D X 16"W X 42"H,SYSTEM HEIGHT 70"	$1,176.00	$2,352.00
17	1	FLMO4814442	HAVEN SOCIAL TABLE, OBLONG, 6-LEG, 48"D X 144"W X 42"H	$2,764.80	$2,764.80
18	1	MACTR061529	MIRO CONFERENCE, CABLE TOWER, 6"D X 15"W X 29"H	$556.80	$556.80
19	1	MAGRM	MIRO GROMMET (FIELD INSTALLED)	$43.20	$43.20
20	1	MCCREC60144-29	MIRO CONFERENCE RECTANGLE, 60"D X 144"W (2-PIECE TOP) X 29-1/2"H	$5,769.60	$5,769.60
21	1	S21-0479-201622M-R	MODIFIED ZSPEBF - ZO STORAGE PEDESTAL, *BOX, FILE, WITH STASH SIDE AS PER DRAWING*, 20"D x *16"W* x 22"H, MOBILE, *RIGHT HAND*	$846.00	$846.00
22	1	SNXCA5365L-7Z	SEVEN DESK EXTENDED CORNER, 53"D X 65"W, 23"D PRIMARY X 23"D SECONDARY, LEFT-HAND	$1,922.40	$1,922.40
23	1	SNXCA5365R-7Z	SEVEN DESK EXTENDED CORNER, 53"D X 65"W, 23"D PRIMARY X 23"D SECONDARY, RIGHT-HAND	$1,922.40	$1,922.40
24	2	SVMOD1365	SEVEN DESK MODESTY, STEEL, 13"H X 65"W	$192.00	$384.00
25	2	SWNAML2572	EDISON RAIL, MARKERBOARD SCREEN, LANDSCAPE, 25"H X 72"W - 52" SYSTEM HEIGHT	$307.20	$614.40
26	4	SWNARMD3066B	EDISON RAIL, RISER MOUNTED DESK, RECTANGLE, 30"D X 66"W	$523.20	$2,092.80
27	2	TTS092220	WATSON STORAGE STASH, 9"D X 22"W X 20"H	$244.80	$489.60
28	2	WAPJ49	WATSON POWER RACEWAY JUMPER, 49" WHIP	$76.80	$153.60
29	8	ZSBKDA203642	ZO STORAGE BOOKCASE, ADJUSTABLE SHELF, DOORS, 20"D X 36"W X 42"H	$681.60	$5,452.80
30	20	ZSBKDA203678	ZO STORAGE BOOKCASE, ADJUSTABLE SHELF, DOORS, 20"D X 36"W X 78"H	$1,089.60	$21,792.00
31	2	ZSCRXF203026N-M	ZO STORAGE CREDENZA, FILE, 20"D X 30"W X 26"H, WITH ZO BASE	$1,046.40	$2,092.80
32	2	ZSSTO153027	ZO STORAGE STACKER, OPEN, 15"D X 30"W X 27"H	$384.00	$768.00
				Total Main 01	**$93,670.80**

Bill of Material

Project: Redlands PD - Mulitpurpose Room

Sold to

Company name:	Redlands PD
Contact Person:	Shayna Walker
Contact Phone:	9097987617
Contact Fax:	

Distributor

Company name:	Watson Consoles
Salesperson:	Quint Andrae
Salesperson Phone:	3603941300
Salesperson Fax:	2533481887

watson
26246 Twelve Trees Lane NW Poulsbo, WA 98370
360.394.1300 watsonfurniture.com

#	Qty	Part Number	Description	Sell	Ext. Sell

Subtotal Product	**$93,670.80**
On-Time Delivery	$150.00
INSTALL-WAT	$12,500.00
Total	**$106,320.80**
Estimated Sales Tax ~ 92373 Redlands, CA (8.75 %)	$9,303.07
Grand Total	**$115,623.87**

HiPulse Monitoring Procurement Issues →

Public Safety Communications Products, Services, and Solutions

Overview | Contractors(28) | How to Order

This Portfolio includes multiple categories of Public Safety Communication equipment. For evaluation purposes, sample products were created in each category/sub-category to ensure an even comparison. Contractors were awarded by category/sub-category and once awarded, they are permitted to include additional products in the categories/sub-categories awarded. A complete list of products is included in each Contractors Products/Pricing document. All products require a one-year warranty included in the cost of the products; however Contractors could offer additional "purchasable" warranty options. Contractors could also offer services and are included in their Products and Pricing document.

IMPORTANT NOTE REGARDING PARTNERS/SUB-CONTRACTORS - Each state will determine how partners/sub-contractors if or will be used in their respective state. Please contact your state procurement office with any questions regarding using partners/sub-contractors listed on this website.

Lead State

Washington	Julie Aalberg julie.aalberg@des.wa.gov (360) 409-1608
Awarded:	07/01/2021
Expiration:	12/31/2026
Renewals Limit:	12/31/2026

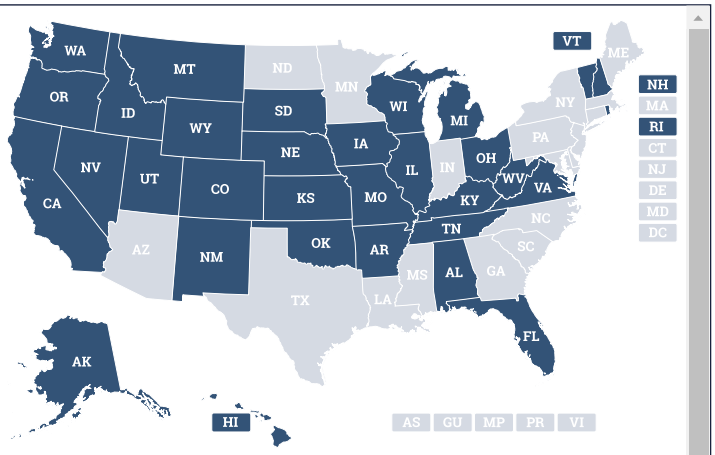
NASPO Resources

Cooperative Portfolio Managers

Primary Contact	Nick Hughes
Secondary Contact	Tia Snyder

Participating Addenda (244)

Alaska
Alabama
Arkansas
California
Colorado
Florida
Hawaii
Iowa
Idaho
Illinois
Kansas
Kentucky
Michigan
Missouri
Montana



Documents/Details

Solicitation -

00318 Competitive Solicitation
00318 Competitive Solicitation

00318 AMD3 Exhibit B1 Technical Requirements
00318 AMD3 Exhibit B1 Technical Requirements

00318 AMD1
00318 AMD1

00318 Exhibit C Bid Price
00318 Exhibit C Bid Price

00318 AMD6
00318 AMD6

00318 AMD4-Competitive Solicitation
00318 AMD4-Competitive Solicitation

Research Tools:

Bid Tabulation - Final.xlsx

Bid Tabulation - Final

FOLLOW

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

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

Thank you.

City Council Meeting **I. 13.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request to hold the Redlands Firefighter's Car show event hosted by the Redlands Professional Firefighters Association on May 28, 2023, at Ed Hales Park and along East State Street; authorize temporary street closures related to the event; approve a request for in-kind support in the amount of $6,594.00; authorize the sale and consumption of alcoholic beverages at the event, 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 the requests are appropriate, the following motions are provided:

1. I move that the City Council determine that the Redlands Firefighter's Car Show event to be held on May 28, 2023, at Ed Hales Park and along East State Street is categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act;

2. I move to authorize the temporary closure of East State Street from Orange Street to 9th and 5th, 6th, 7th, and 8th Street from Redlands Blvd to Citrus Street from 5:00 a.m. to 6:00 p.m;

3. I move to approve the expenditure of City resources and a waiver of fees in the amount of $6,594.00; and,

4. I move to authorize the sale and consumption of alcoholic beverages during the Redlands Firefighter's Car Show event.

RECOMMENDATION:

Staff recommends that the City Council approve a request to hold the Redlands Firefighter's Car show event hosted by the Redlands Professional Firefighters Association on May 28, 2023, within Ed Hales Park and along East State Street within the downtown area; authorize street closures; approve a request for in-kind support in the amount of $6,594.00; authorize the sale and consumption of alcoholic beverages; 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 (CEQA).

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit organizations to provide services beneficial to the community. Therefore, in an effort to provide support for programs that provide a community benefit, the City Council, from time to time, will consider the authorization of the expenditure of city resources related to a specific special event without reimbursement from Redlands-based non-profit agencies and organizations.

The Redlands Professional Firefighters (RPFA) is requesting to hold the annual Redlands Firefighter's Car Show event at Ed Hales Park and along East State Street in the downtown area on Sunday, May 28, 2023, from 6:00 a.m. to 6:00 p.m. The event is open to the public and is anticipated to bring approximately 1000 visitors into the downtown area. In the past, the event has raised between $6,000 to $10,000 per year. The RPFA is requesting permission to serve alcohol at the event that will end no later than 6:00 pm. In addition, the RPFA is requesting a waiver of fees and departmental resources including personnel and equipment from the Police, Facilities & Community Services, and Fire Departments in the amount of $6,594.00. The RPFA is registered as a non-profit organization operating out of the City of Redlands. The City Council waived fees in the amount of $5,929.78 for the Redlands Firefighters Car Show event in 2019.

The RPFA will be responsible for operating and obtaining the Daily License to Serve Alcohol from the Office of Alcohol Beverage Control. City Council approval is also necessary to authorize the consumption of alcohol for this event due to its proposed location. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559 and therefore the approval of this request is outside of staff's purview. 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 has the option of denying the request, waiving a portion of the fees, or directing staff with alternatives.

STRATEGIC PLAN:

Supports Objective B-2: Tourism: Increase tourism by marketing Redlands as a destination.

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:	FY 2023-24
Amount:	$6,500.00

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. Additionally, the cost for 2019 has been shown as this event has not taken place since then.

Departmental Charges (Personnel & Equipment)	2023 Amount	Type	2019 Amount
Police Personnel[1]	$6,500.00	Hard Cost	$2,944.00
Fire Personnel[1]	N/A	Hard Cost	$2,691.78
Fire Equipment	N/A	Soft Cost	$200.00
Personnel & Equipment Subtotal	**$6,500.00**		**$5,835.78**
Fees Established by City Council Resolution			
Ed Hales Park Reservation	$94.00	Soft Cost	$94.00
Fees Subtotal	**$94.00**		**$94.00**
Total Departmental Charges and Fees	**$6,500.00**(hard) **$ 94.00**(soft) **$6,594.00 (Total)**		**Total $5,929.78**

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

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

TABLE 2: FY 2022-23 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	Waiver Amount	Net Amount
$215,126.00	$76,771.50	$5,200.00	$291,553.50	$287,197.50

Attachments

A. In-kind Support Request

B. Authorization to Serve Alcohol

C. Verification of Non-profit

City of Redlands *In-Kind Support Request*

Event Name: Redlands Firefighter's Car Show

Event Date(s): 5-28-23 **Location(s):** State Street and Ed Hales Park

Rain Out Date: **Beginning Time:** 6:00 am **End Time:** 6:00 pm

Describe Your Request:

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

The Redlands Professional Firefighter's would like to hold their annual charity car show. Proceeds from the car show are distributed to the community through the Redlands Community Foundation. Examles of those that we have donated to are, scholarship funds, youth sports, and other orginizations and individuals in the community. Past car shows have brought thousands of spectators from the region to visit downtown Redlands.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Barricades, temporary no parking.
- [x] Police (*Public Safety Personnel)* — Security for a beer garden
- [ ] Fire (*Paramedics, Inspectors)*
- [x] Parks *(Cleanup Personnel, Ball Field Lights)*
- [x] Facility — Electrical and water access for Ed Hales Park

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

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

- [x] Other — Temporary trash bins and rental of dumpster will be made.

Group/Organization Name: Redlands Community Foundation

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 91-2143250

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

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

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

Primary Contact Name & Title: William Dye

Mailing Address: PO Box 784 Redlands, Ca. 92373

Phone Number: (909) 215-6457 **E-Mail Address:** wdyeiii96@gmail.com

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

Positive outcomes for your organization from this

The RPFA Car Show has helped to raise thousands of dollars to put back into the community over the last two decades.

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

The RPFA Car Show is widely recognized event in the region which brings thousands of spectators to downtown Redlands. One of the goals is that people who visit the car show will also visit and shop at local businesses.

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

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	Approx. 1000		
Attendance: Non-Residents	Approx. 1000		
Food & Beverage Sales	Local vendors		
Merchandise Sales	Local vendors		
Ticket/Entrance Fees	Free to the public		
Other			
Total Revenue	$6,000-10,000		

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

Signature: [signature] **Title:** Committee member

Please Print Your Name: William H. Dye III **Date:** 12-19-22

To Be Completed by the City of Redlands

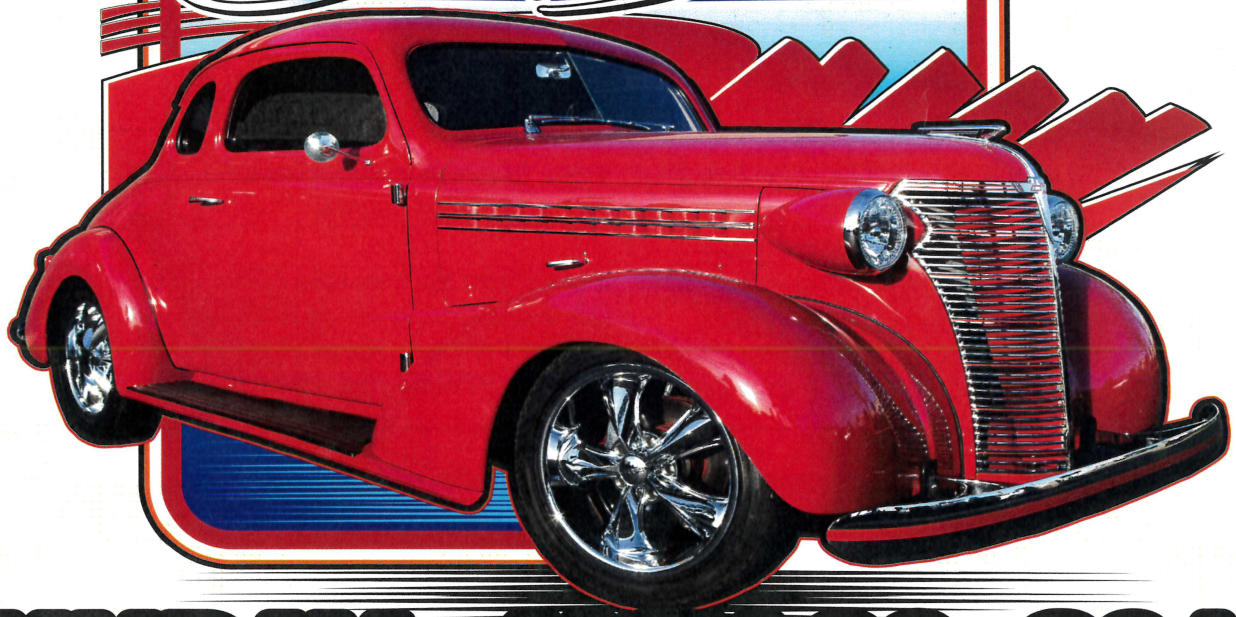
Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

SAMPLE

23rd Annual Redlands FIREFIGHTERS Car Show



SUNDAY - MAY 26, 2019

Downtown Redlands 8:00am - 6:00pm

THANKS TO OUR 2018 SPONSORS

SPECIAL GUEST APPEARANCE

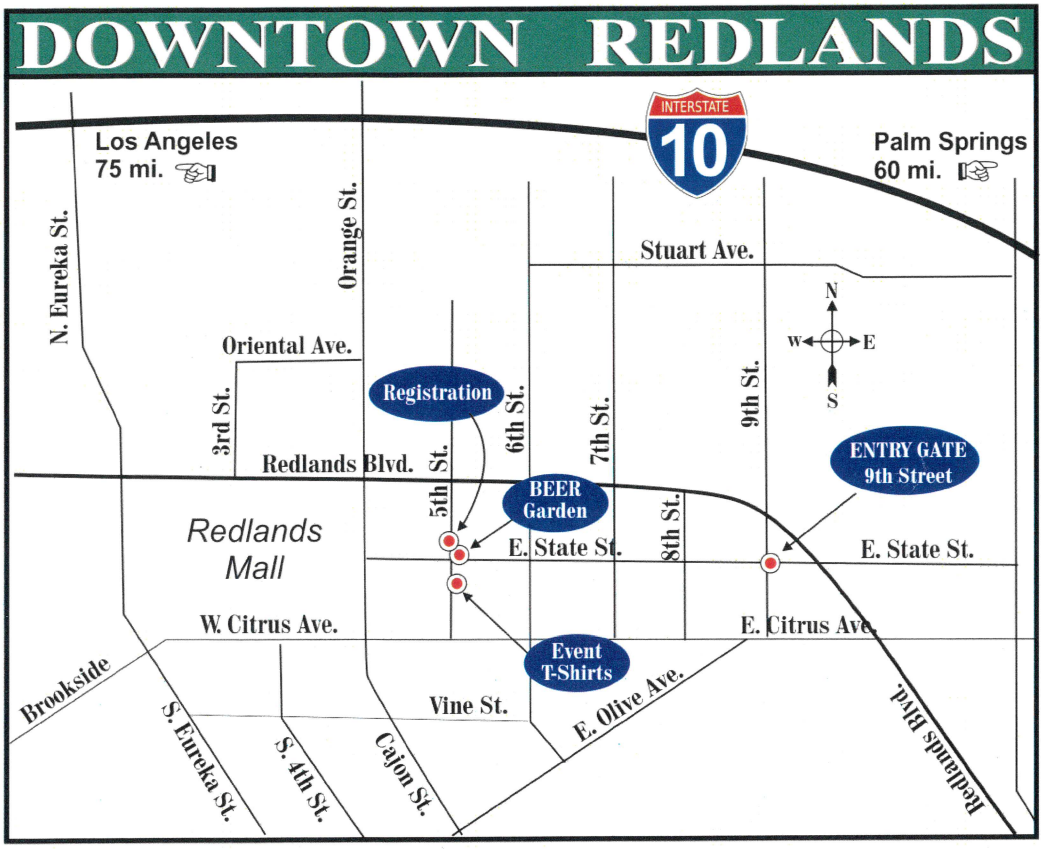


Southern California Gas Company · ONE STOP LANDSCAPE · LAKESIDE CONTRACTORS RESIDENTIAL • COMMERCIAL · JAM SPORTSWEAR No.1 909.798.4552 · California Highway Products · REDLANDS Ford · Emerson & Farrar · Bud Light · RICK'S BARBER SHOP · BUILDING 5 septic · Clark's NUTRITION Natural Foods Market · EMPIRE BOWL · J.RILEY · Dawn Lindfelt · PATRICK CAMPBELL · TACO SHACK · State Street Winery · Budweiser · ESCAPE · HANGAR 24 · BREWCAIPA · RITUAL BREWING CO · RPOF · documedia · VONS · RENDITION · MAYOR PAUL FOSTER · Royal Falconer · Redlands Coupons · AboutRedlands.com · FirefightersFirst CREDIT UNION

Proceeds Benefitting: The Redlands Firefighters Benevolent Fund

redlandsfirefighterscarshow.com

DOWNTOWN REDLANDS



ATTENTION:

FIRST COME, FIRST SERVED PARKING

DIRECTIONS TO THE EVENT

From Los Angeles *take I-10 east to Orange St/Eureka St. off ramp, turn Right at bottom of ramp and then go straight to Brookside and turn Left, straight ahead on 9th Street and turn Left - THEN as directed by parking attendants.*

From Riverside *take 215 north to I-10 east, and follow directions above.*

From Palm Springs *take I-10 west to Cypress off ramp, straight ahead to Citrus and turn Left and then straight ahead to 9th Street and turn Right - THEN as directed by parking attendants.*

For more information call: **Matt Ley - (909) 654-4160** *or* **visit us online at: www.redlandsfirefighterscarshow.com**

Registration: Pre-registration is $20.00 (Must be postmarked by **May 18th**)
Registration at the gate is $30.00; Second car in party is ½ price

Mail registration to: Redlands Professional Firefighters, P0 Box 334, Redlands, CA 92373

Parking is 1st come, 1st served. Please do not reserve or hold spots.

Make checks payable to: Redlands Professional Firefighters

NAME: _____ PHONE: _____

ADDRESS: _____

CITY: _____ ZIP: _____

EMAIL: _____

YEAR: _____ MAKE: _____ MODEL: _____

By execution of this registration form, the undersigned hereby agrees to indemnify, defend and hold harmless the Redlands Professional Firefighters, Downtown Redlands Business Association, Redlands Fire Department, City of Redlands and their elected officials, agents, employees and volunteers, from any and all liability, including attorney fees, arising by reason of personal injury, death or property damage. In the event I should be the top prize winner, I agree to allow photographs of my entry to be utilized as advertising at an upcoming Redlands Professional Firefighters Car Show.

SIGNATURE: _____ DATE: _____

EVENT: Redlands Firefighter's Car Show 2023

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

	MUST PROVIDE INSURANCE COVERAGE AS DESCRIBED. SEE REVERSE
1.	**MUST attach street closure diagram. (Failure to submit diagram will result in non-issuance of permit).**
2.	**MUST attach event flyer or event description. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	Signs and barricades shall be supplied and installed by the applicant as required by the Municipal Utilities & Engineering Department Director.
4.	No tables or other objects shall be placed on the street surface.
5.	Permission in writing shall be granted by all residents of the effected portion of the street.
6.	The hours of street closure shall be within the hours of 9 a.m. to 9 p.m. Street must be fully opened by 9 p.m.
7.	The street shall remain open for emergency vehicles and local traffic at all times.
8.	No alcohol shall be consumed on the street right-of-way.
9.	This permit relates only to the closing of the street. It does not relate to the type of activity, noise or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to Redlands Firefighter's Car Show

To close State Street & Orange St.

Between Orange St. & 9th. / Redlands Blvd. & Citrus

On 5-28-23 from 5 am/pm to 6 am/pm

Address of applicant PO Box 784 Redlands, Ca. 92373

Signature of applicant _____ Phone No. (909)215-6457

Condition(s) Same street closure as market night.

Event Name/Description Charity car show

FOR OFFICE USE ONLY

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

1. _____ _____
Risk Management Date

2. _____ _____
Quality of Life Date

3. _____ _____
Chief of Police Date

4. _____ _____
Municipal Utilities & Engineering Department Date

K:\QOL OSPC Permit to close street

INSURANCE SCHEDULE

A. The vendor/contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self-insurance programs maintained by the City.

- *Worker's Compensation and Employer's Liability* insurance in the amount that meets the statutory requirement shall be in force with an insurance carrier acceptable to the City.
- *Comprehensive Commercial General Liability* insurance in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate shall be in force with an insurance carrier acceptable to the City and **name the City as additional insured**. {Three million dollars ($3,000,000) aggregate for projects with greater exposure.}
- *Commercial Automobile Liability* insurance with minimum limits of one million dollars ($1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability shall be in force and **name the City as additional insured**. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

B. The vendor/contractor shall instruct their insurance agent/broker to furnish properly executed certificates of insurance to the City.

- Certificates of insurance shall clearly evidence coverage required above.
- Certificates of insurance shall be **submitted by the agent/broker directly** either via email to Insurance@cityofredlands.org or U.S. Mail to:

City of Redlands
Risk Management Division
P.O. Box 3005
Redlands, CA 92373
PHONE: 909-798-7679
FAX: 909-335-4762

CITY OF REDLANDS – FACILITIES & COMMUNITY SERVICES DEPARTMENT
FORMAL PARK RESERVATION REQUEST

35 Cajon Street, Suite 222, P.O. Box 3005, Redlands, CA 92373 (909) 798-7655

Reservations taken year-round. No reservations made without fees/deposit paid and completion of form.

Date/Time of Activity 5/28/23 Date/Time of Set-up 5/27/23 Estimated Attendance 2,000

Requested Park: Brookside Community Crafton Brookside Ed Hales Ford
Jennie Davis Prospect Smiley Sylvan Texonia Other_____

Name of Organization/Individual Redlands Professional Firefighters

Address PO Box 784 City Redlands State Ca Zip 92373

Phone (W/H) (909) 798-7600 (C) (909) 215-6457 (Email) wdyeiii96@gmail.com

Nature of activity (describe in detail): The Redlands Professional Firefighter's Car Show, is a charity event that raises funds for the Redlands Firefighter's Benevolent Fund.The funds are distributed back to the community through the Redlands Communtiy Foundation.a 501 (c)3 organization. Since the inception of the show, we have supported scholarship funds, youth sports, and families that have been displaced by fire.

☐ **City Department** ☐ **Redlands Citizen** ■ **Non-Citizen**

Type of Equipment Set-up by Event Coordinator(s)

Tables X Chairs X EZ Ups X Decorations X Flowers___Food X Stereo X Porta Potty X Temporary Trash Bins X Electricity ___Other_____

Type of Vendor/Service

Jumper___Caterer___Clown___Face painter_____Police_____Fire_____Other_____

Per Municipal Code 12.44.050 Outside sales are not allowed without express permission by the Quality of Life Director.
Per Municipal Code 12.44.190 No person shall cook or prepare on areas except for those specifically designated.
Per Municipal Code 5.04.090 All vendors are required to have a current business license with the City of Redlands.

Sylvan Park Picnic Areas

_____ **Section "A"** (select tables desired)
1 2 3 4 5 6 7 8 9
10 11 12 13 14 15 16 17

_____ **Gazebo** Times: _____ am/pm to _____ am/pm Total Hours ___

_____ **Section "C"** (select tables desired)
1 2 3 4 5 6 7

_____ **Covered Picnic Area** Times:_____ am/pm to _____ am/pm Total Hours ___

Application for Amplified Sound/Other Equipment

Type of amplification/other equipment DJ with PA and live music.

Nature of Use _____ Time of day to be used 11 am/pm to 6

Chapter 12, Redlands Municipal Code

Applicant shall comply with all City laws governing use of Redlands parks. Applicant shall defend, indemnify and hold harmless the City and its respective officials, officers and employees from and against any and all claims, lawsuits, damages, losses, injuries, costs and liabilities for injury (including death) to persons or property arising from or associated with applicant's and applicant's officers', employees', agents' and invitees', negligent or intentionally wrongful acts or omissions in conducting applicant's activity allowed by the approved reservation request (Permit). Applicant Initial _____

NOTE: This permit is subject to immediate cancellation by any Police Officer or agent of the City who determines that any provision(s) of the City's Municipal Code have been violated.

Applicant may be required to provide the City, for review and approval, certificates of insurance for public liability insurance to protect against loss from liability for damages on account of bodily injury and property damage arising from applicant's activity. Such insurance shall name on the policy or endorsement, as additional insureds, the City of Redlands and its respective elected officials, officers, employees and agents. Such insurance shall include not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate of comprehensive general liability insurance, including bodily injury and property damage coverage, together with such other additional coverage as the City's Risk Manager may determine to be prudent. Insurance coverage shall be maintained for the duration of applicant's activity. Proof of Insurance Policy No. _____ Insurance Company _____

Signature of Applicant _____ Date 12-19-22

OFFICE USE ONLY

_ ____ Approved ____ Not Approved Authorized Signature _____ Date _____

Requirements: _____

CITY OF REDLANDS
ONE STOP PERMIT CENTER

BARRICADE RENTAL

Name of Organization Redlands Professional Firefighters		Name of Contact William Dye	
Address PO Box 784		Address	
City Redlands		City	
Phone (909)215-6457	Alternate Phone	Phone	Alternate Phone
Date(s) needed From To 5-28-23 5-28-23		Location of Use	
Pickup from City Yard: Date	Time	Return to City Yard: Date	Time

Purpose of Use Request the set up of the market night barricades for the Redlands Firefighter's Car Show. Street closure is the same set up as market night.

Barricades

Barricades	EACH	days	$2.50/day/each	$
Date Paid			**Total Rental Fee Due**	$

Rules for use of City barricades.

1. Barricades shall be rented only to recognized non-profit/civic groups located within the City of Redlands.
2. Barricades shall not be marked or altered in any way, no holes shall be drilled in materials.
3. Barricades shall be kept clean and free from dirt and debris, including tar, oil, paint, etc.
4. All items shall be returned in the condition as they were received. Barricades shall be stacked on pallets if taken from pallets.
5. The organization renting barricades shall be liable for the full replacement value of any and all materials lost or damaged.

Barricades shall be picked up and returned to the Redlands City Yard, 1270 W. Park Avenue, Building M.

I am the duly authorized representative of the above-named organization. I have read and agree to the rules for the use of City barricades as herein stated.

Signed [signature]	Title Committee member	Date 12-19-22
Approved	Title	Date

Revised Jan 2012

EVANSTON INSURANCE COMPANY
CERTIFICATE NO.: REDLANDS-202308

CERTIFICATE OF INSURANCE
SPECIAL EVENT LIABILITY PROGRAM

PRODUCER	PUBLIC ENTITY (ADDITIONAL INSURED)
Alliant Insurance Services, Inc. in conjunction with Apex Insurance Services P O Box 8473 Pasadena, CA 91109 License No: OC 36861	**City of Redlands** **P.O. Box 3005** **Redlands, CA 92374**
NAMED INSURED (EVENT HOLDER): **Redlands Professional Firefighter's Car Show** **PO Box 784** **Redlands, CA 92373**	EVENT INFORMATION: TYPE: **Car Show** DATE(S): **5/28/2023** LOCATION: **Ed Hales Park** *Liquor Liability Yes ☒ No ☐ **Liquor Liability after 12 am ends before 2 am ☐

This is to certify that the insurance policy listed below has been issued to the above insured named (event holder) for the policy period indicated. The insurance described herein is subject to all the terms, exclusions and conditions of such policy(ies) unless amended as described in Special Conditions.

INSURANCE CARRIER: Evanston Insurance Company

MASTER POLICY NUMBER MKLV7PBC001381

MASTER POLICY DATES: **EFFECTIVE**: JANUARY 1, 2023 **EXPIRATION**: JANUARY 1, 2024

COMMERCIAL GENERAL LIABILITY		OCCURRENCE FORM	DEDUCTIBLE: NONE
General Aggregate Limit	$ 2,000,000		
Products & Completed Operations	1,000,000		SPECIAL CONDITIONS:
Personal & Advertising Injury	1,000,000		The following endorsements attached to the Master Policy do not apply to this Certificate Of Insurance:
Each Occurrence Limit	1,000,000		MEGL643
Damage To Premises Rented To You (Any One Premises)	100,000		
Medical Payments (Any One Person)	5,000		
Liquor Liability **(If purchased)**	1,000,000		
Optional Limits Purchased			
☐ **$1,000,000/$3,000,000**			
☐ **$2,000,000/$2,000,000**			
Damage To Property (If purchased)			

The limits of insurance apply separately to each event insured by this policy as if a separate policy of insurance has been issued for that event.

OTHER ADDITIONAL INSUREDS

Band	

CANCELLATION: Should the above described policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE: _____

DATE ISSUED: 1/31/2023

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: Redlands Firefighters Car Show

DATE OF EVENT: 5-28-23 HOURS: 6 a.m. - 6 p.m.

LOCATION: Ed Hales Park 105 E. State St.

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: Redlands Professional Firefighters

CONTACT PERSON: William Dye PHONE: (909) 215-6457

EMAIL: wdyeiii96@gmail.com ADDRESS: Box 784 Redlands, CA. 92373

EVENT INFORMATION:

ARE FEES BEING CHARGED FOR EVENT? YES ☐ NO ☑ PRICE: _____

ARE FEES BEING CHARGED FOR ALCOHOL? YES ☑ NO ☐ PRICE: $5.00 - $10.00

TYPE OF ALCOHOL BEING SERVED: BEER ☑ WINE ☑ DISTILLED SPIRITS ☑

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing Redlands Professional Firefighters. and in consideration of being permitted to conduct the Event, agree that the members/participants of Redlands Firefighter's Car Show shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' facilities.

The members/participants of Redlands Firefighter's Car Show hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damages to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO USE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF Redlands Firefighter's Car Show AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: 12-19-22 Signature: _____

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal; Code, Section 12.44.270 does allow, pursuant to a written permit from the Quality of Life Director, a person or persons to drink or consume alcoholic beverages in public parks, only in enclosed public areas as defined by resolution of the City Council. Any other locations within the City's property requires the City Council approval and designation of the place for the sale and consumption thereof.

Tape or fencing of some kind shall be used for setting off the area for which the alcoholic beverages are served and consumed. Alcohol sales and distribution shall cease one hour prior to end of the event unless otherwise directed by RPD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof.

APPROVED: _____ DATE: _____ DENIED: _____ DATE: _____

CITY COUNCIL DATE (if applicable): _____

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

DAILY LICENSE APPLICATION/AUTHORIZATION - Non Transferable

***Instructions:** Complete all items. Submit to local ABC District Office with required fee (Cashier's Check or Money Order) payable to ABC. Once license is issued, fee cannot be refunded. For a listing of ABC District Offices please visit http://www.abc.ca.gov/distmap.html*

Pursuant to the authority granted by the organization named below, the undersigned hereby applies for the license(s) described below.

LICENSE NUMBER	GEO CODE
RECEIPT NUMBER	
FEE	
$	

1. ORGANIZATION'S NAME: Redlands Professional Firefighters

CONDITIONS REQUIRED: [✔] Yes [ ] No

DIAGRAM REQUIRED: [✔] Yes [ ] No

2. LICENSE TYPE (Check appropriate license type AND organization type)

a. [✔] **Daily General ($75.00)** *(Includes beer, wine and distilled spirits)*

- [ ] Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure
- [ ] Organization Formed for Specific Charitable or Civic Purpose
- [ ] Other: _____
- [✔] Fraternal Organization in Existence Over Five Years with Regular Membership
- [ ] Religious Organization
- [ ] Vessel per Section 24045.10 B&P ($50.00)

b. [ ] **Special Daily Beer & Wine ($50.00)**

[ ] Charitable [ ] Fraternal [ ] Social [ ] Political [ ] Other: _____
[ ] Civic [ ] Religious [ ] Cultural [ ] Amateur Sports Organization

c. [ ] **Special Temporary License ($100.00)** *(Different privileges depending on statute)*

- [ ] Television Station per Section 24045.2 or 24045.9 B&P
- [ ] Nonprofit Corporation per Sections 24045.4 and 24045.6 B&P
- [ ] Person conducting Estate Wine Sale per Section 24045.8 B&P
- [ ] Women's Educational and Charitable Organization per Section 24045.3 B&P

[ ] **Other Special Temporary Licenses, per Section** _____

License number _____ Amount $ _____

3. EVENT TYPE

[ ] Dinner [ ] Dance [ ] Wedding [ ] Lunch [ ] Picnic [ ] Barbeque [ ] Social Gathering [ ] Festival
[ ] Sports Event [ ] Concert [ ] Birthday [ ] Mixer [ ] Carnival [ ] Dinner Dance [✔] Other: Car show

4. TOTAL # OF DAYS	5. ESTIMATED ATTENDANCE	6. HOURS OF ALCOHOLIC BEVERAGE SALES, SERVICE AND/OR CONSUMPTION
1	1,000 - 2,000	From 11a.m. To 5 p.m.

7. EVENT DATE(S): 05/28/2023

8. EVENT IS OPEN TO THE PUBLIC: [ ] Yes [ ] No

9. EVENT LOCATION (Give facility name, if any, street number and name, and city): Ed Hales Park 105 E. State St. Redlands, Ca. 92373

10. LOCATION IS WITHIN THE CITY LIMITS	11. TYPE OF ENTERTAINMENT	12. SECURITY GUARDS
[✔] Yes [ ] No	DJ Live music	[✔] Yes [ ] No If yes, how many? 4

13. AUTHORIZED REPRESENTATIVE'S NAME: William Dye

14. REPRESENTATIVE'S TELEPHONE NUMBER: 215-6457

15. REPRESENTATIVE'S ADDRESS: 33824 Arrastra Dr. Yucaipa, Ca. 92399

16. ORGANIZATION'S MAILING ADDRESS (If different from #15 above): Box 784 Redlands, Ca. 92373

17. AUTHORIZED REPRESENTATIVE'S SIGNATURE

18. DATE SIGNED: 02/22/2022

PROPERTY OWNER APPROVAL BY (Name), REQUIRED	PHONE NUMBER	PROPERTY OWNER SIGNATURE	DATE SIGNED
			12/19/2022
LAW ENFORCEMENT APPROVAL BY (Name), IF APPLICABLE	**PHONE NUMBER**	**LAW ENFORCEMENT SIGNATURE**	**DATE SIGNED**
DISTRICT OFFICE APPROVAL BY (Name)		**ABC EMPLOYEE SIGNATURE**	**ISSUANCE DATE**

The above-named organization is hereby licensed, pursuant to the California Business and Professions Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the above named location for the period authorized above.

This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.

ABC-221 (rev. 07/19)

Department of Alcoholic Beverage Control

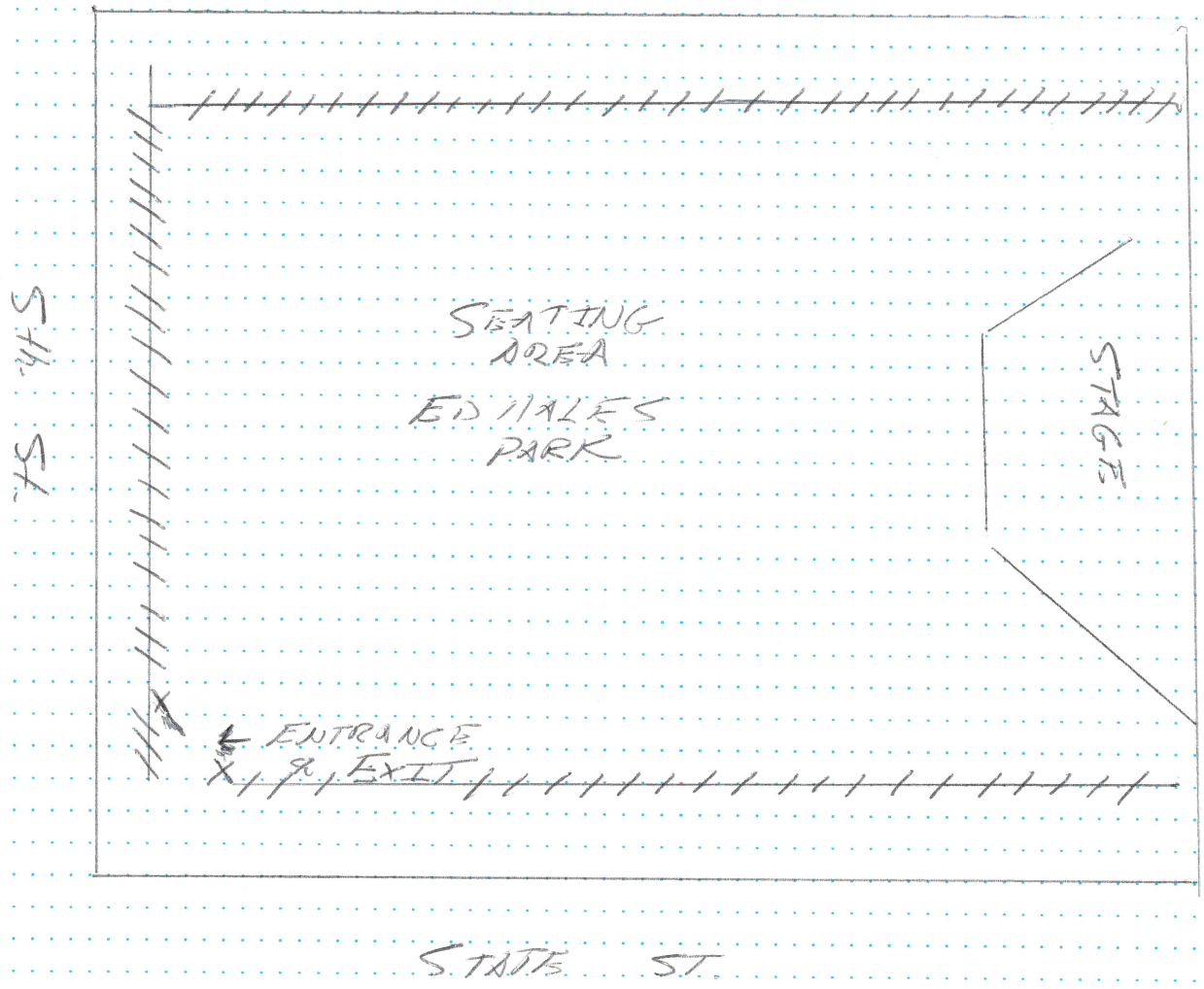
State of California
Gavin Newsom, Governor

SUPPLEMENTAL DIAGRAM

Instructions to Applicant:
Draw a sketch of the area on which the licensed premises is or will be located Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle)	2. LICENSE TYPE
Redlands Professional Firefighters	Daly General
3. PREMISES ADDRESS (Street number and name, city, zip code)	**4. NEAREST CROSS STREET**
Ed Hales Park 105 E. State St. Redlands, Ca. 92373	5th. St. State St.

DIAGRAM



I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE	DATE SIGNED
	12/19/2022

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

ABC-253 (rev. 07/19)

Redlands Community Foundation

EIN: 91-2143250 | Redlands, California, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2020 Form 990**
- **Tax Year 2019 Form 990**
- **Tax Year 2018 Form 990**
- **Tax Year 2017 Form 990**
- **Tax Year 2016 Form 990**

City Council Meeting **I. 14.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an agreement with Pro-Craft Construction, Inc. for city wide on-call plumbing and repair services for a one-year term and two (2) additional one-year terms for an amount not to exceed $150,000 (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 an agreement with Pro-Craft Construction, Inc. for city wide on-call plumbing and repair services for a one-year term and two (2) additional one-year terms for an amount not to exceed $150,000.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Pro-Craft Construction, Inc. for city-wide on-call plumbing and repair services for a one-year term and two (2) additional one-year terms for an amount not to exceed $150,000.

DISCUSSION:

The Facilities & Community Services' Building Maintenance Division oversees the maintenance of all city facilities. This includes plumbing and repair services for twenty-six (26) facilities, some with antiquated infrastructure necessitating plumbing repairs more often. Building maintenance staff perform these duties and, when needed, will utilize outside contractual services. These additional outside services ensure competent maintenance while allowing city staff to focus on more specialized tasks. For reference, in Fiscal Year 2022, plumbing repair contractual services totaled approximately $38,000.

The City advertised the Request for Bid (RFB) for on-call plumbing and repair services on January 3, 2023. Various vendors were solicited and only one bid was received on January 18, 2023. The result of the bid opening is as follows:

BIDDER	BID AMOUNT
Pro-Craft Construction	$61,640

Staff reviewed the bid submittal for compliance with the scope of specifications requested per the RFB. The response received from the bidder was then analyzed and vendor references were checked. Pro-Craft Construction, Inc., was deemed the lowest responsible bidder.

ALTERNATIVES:

City Council may elect not to approve the agreement with Pro-Craft Construction, Inc. and provide alternative direction to staff.

STRATEGIC PLAN:

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

PREPARED BY:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY2023-24
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	150000.00
Budgeted Y/N:	Yes
Account No.:	101301

Discussion:

The agreement includes $50,000 for the initial term and an additional $50,000 per renewal term. Funding for the agreement is included in the Building Maintenance Operating Biennial Budget for FY 2023 & 2024.

Attachments

Pro-Craft Construction Agreement

Clerk's Report

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of On Call Plumbing Services ("Agreement") is made and entered on this 18th day of April, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Pro-Craft Construction, Inc., a California Stock 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 On Call Plumbing services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

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

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Chris Boatman, Assistant City Manager, 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 term of this Agreement shall be for a period of one (1) year and three (3) months from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms. (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.1 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this 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 Compensation: The compensation for Contractor's performance of the Services shall not exceed the amount of [Fifty Thousand Dollars] ($50,000.) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of [Fifty Thousand Dollars] ($50,000.) for the first Extended Term; and [Fifty Thousand Dollars] ($50,000.) for the second Extended Term, bringing the total possible amount of

compensation to a not-to-exceed amount of [On Hundred Fifty Thousand Dollars] ($150,000.0). 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 "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

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

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

CITY	CONTRACTOR
City Clerk	Christopher McFayden, CEO
City of Redlands	Pro-Craft Construction, Inc.
35 Cajon Street	500 Iowa Street
P.O. Box 3005 (mailing)	Redlands, CA 92373
Redlands, CA 92373	service@procrafti.com
jdonaldson@cityofredlands.org	909-790-5222
(909) 798-7531	Contractors License: 467234

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D,"

titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

PRO-CRAFT CONSTRUCTION, INC.

By: _____
Christopher McFayden, CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Services to include general plumbing services and repair work to be performed at various city locations. The City is requesting hourly rates to include both Prevailing Wage rates and Non-Prevailing Wage rates (total dollar amount of each individual repair job will determine what hourly rate the City is charged – all invoices exceeding $1000.00 shall be billed/paid at current prevailing wage rates). All charges (trip, equipment, etc. should be included in hourly rate).

The age of city building plumbing infrastructure varies from 30 to 90 years old with fluctuating degrees of required plumbing needs. The city also requires a response time to service requests to be within 1 hour of the initial call for service.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Pro-Craft Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to provide On Call Plumbing Services (the "Work"), which said agreement, dated March 7, , 2023, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Written dollar amount Dollars ($_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 20__.

(SEAL)	(SEAL)
(Contractor)	(Surety) BY:
(Signature)	(Signature)
	Address: _____ _____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT "C"

("Fee Schedule/ Price and Fee Bid")

ITEM A – NON-PREVAILING WAGE RATES

A. Line Item Description Service Days	B. Hours	C.* Est. Quantity	D.* Non-Prevailing Wage Hourly Rate	*E. Line Total
Monday through Friday	7:00 a.m. to 4:00 p.m.	100	$155.00	$15,500.00
Monday through Friday	4:00 p.m. to 7:00 a.m.	40	$178.00	$ 7,120.00
Saturday or Sunday	24 Hours	30	$205.00	$ 6,150.00
Holiday	24 Hours	10	$205.00	$ 2,050.00
			SUB-TOTAL – ALL LINE ITEMS	**$30,820.00**

ITEM B – PREVAILING WAGE RATES

A. Line Item Description Service Days	B. Hours	C.* Est. Quantity	D.* Prevailing Wage Hourly Rate	*E. Line Total
Monday through Friday	7:00 a.m. to 4:00 p.m.	100	$155.00	$15,500.00
Monday through Friday	4:00 p.m. to 7:00 a.m.	40	$178.00	$ 7,120.00
Saturday or Sunday	24 Hours	30	$205.00	$ 6,150.00
Holiday	24 Hours	10	$205.00	$ 2,050.00
			SUB-TOTAL – ALL LINE ITEMS	**$30,820.00**
**C x*D =*E*			**TOTAL OF ITEM A and ITEM B**	**$61,640.00**

PARTS MARK UP %	**20%**
NAME OF BIDDER:	**Pro-Craft Construction, Inc.**

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.

PRO-CRAFT CONSTRUCTION, INC.

By:_____ Date: _____

Christopher McFayden, CEO

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **18th of January, 2023 at 11:30 a.m.** on behalf of the Facilities and Community Services Department for On Call As Needed Plumbing Services – FCS01022023KG. 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 (N/A)	Addenda Received (N/A)	Total Bid A + B Amount
1	Pro-Craft Construction, Inc., Redlands, CA	Yes	N/A	N/A	$61,640.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers, City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Kathleen Giorgianni

City Council Meeting **I. 15.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the license agreement with Randy Nordgren, business name "Dawg Social", for a hot dog cart located at City Hall, 35 Cajon Street, and determination that approval of the agreement is 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 staff's recommendation is appropriate, the following motions are provided:

1. I move to determine that approval of the License Agreement with Randy Nordgren, business name "Dawg Social", is exempt from environmental review pursuant to Section 15301 of the California Environmental Quality Act Guidelines; and

2. I move to approve the License Agreement with Randy Nordgren, business name "Dawg Social", for a hot dog cart at City Hall, 35 Cajon Street.

RECOMMENDATION:

Staff recommends that the City Council approve the License Agreement with Randy Nordgren, business name "Dawg Social", to operate a hot dog cart for an outdoor dining area located at City Hall, 35 Cajon Street, and determine that approval of the project is categorically exempt from further environmental review pursuant to Section 15301 of the California Environmental Quality Act Guidelines.

DISCUSSION:

The City of Redlands City Hall complex includes the administrative offices of the City. It provides residents with a place to pay city utility bills as well as procure permits from Engineering, Planning, and Building & Safety. It is also the site of City Council meetings and a public parking lot, providing free parking when visiting the downtown area.

Randy Nordgren, the owner of Dawg Social, proposes operating a food cart serving hot dogs at the City Hall complex. The cart will provide a traditional hot dog cart experience by serving locally sourced hot dogs. Mr. Nordgren also donates a percentage of the sales from the cart to local dog shelters. The proposal is to enter into a License Agreement for a one (1) year term to permit the use of City Hall grounds to operate a hot dog cart. Per the License Agreement, Mr. Nordgren will maintain this area and ensure compliance with the License Agreement and all applicable laws, including all County Health requirements. The License Agreement requires a monthly rent of $200.00 for the first six months and $400.00 for the remaining six months of the term, which is based on appraisals conducted for similar outdoor areas in the City.

Staff recommends that the License Agreement is categorically exempt from the requirements of the California Environmental Quality Act guidelines pursuant to Section 15301. This section pertains to existing facilities and applies when there is no resulting expansion of use. The project is consistent with this exemption as it is within a developed portion of South 5th Street and will primarily service existing customers coming to Downtown Redlands.

ALTERNATIVES:

The City Council may decline the approval of the License Agreement or provide alternative direction to staff.

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
Christopher R. Catren, Chief of Police

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	2022-23
Revenue Generating:	Y
Amount:	$3,600.00
Account No.:	101303

Discussion:

The License Agreement with Randy Nordgren will provide $3,600.00 annually, which will be deposited into the General Fund.

Attachments

Dawg Social, LLC Agreement

LICENSE AGREEMENT BY AND BETWEEN THE CITY OF REDLANDS AND RANDY NORDGREN DOING BUSINESS AS "DAWG SOCIAL, LLC"

This License Agreement ("License") is made and entered this 18th day of April, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Randy Nordgren, an individual, dba "Dawg Social, LLC" ("Licensee"). City and Licensee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Licensee is the owner and operator of a food cart in the City of Redlands; and

WHEREAS, City is the owner in fee simple of the City Hall Complex located at 35 Cajon St., Redlands, CA 92373 (the "Property"); and

WHEREAS, Licensee desires to provide its customers with an outdoor dining venue on a portion of the City Hall Complex property; and

WHEREAS, City and Licensee desire to enter into this new License to set forth terms and conditions under which City will license a portion of the Property to Licensee; and

WHEREAS, City and Licensee desire to cooperate to further the above-stated purpose in a way compatible with the public interest.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Licensee agree as follows:

AGREEMENT

Section 1. Premises. City hereby grants to Licensee a license (the "License") to provide outdoor dining services within a portion of the Property in connection with the operation of Licensee's food cart. The outdoor dining area subject to this License consists of approximately one thousand four hundred (1,400) square feet and is more particularly described in Exhibit "A," (the "Premises"), which is attached hereto and incorporated herein by this reference.

Section 2. Acknowledgment of License and Disclaimer of Tenancy.

A. Licensee acknowledges and agrees that City is the owner of Premises and that nothing in this License grants to Licensee any rights, title, or interest in the Premises, except for the revocable, non-exclusive right to use the Premises as provided in this License. Licensee is not a tenant or lessee of City and holds no rights of tenancy or leasehold in relation to the Premises.

B. In consideration of City's grant of this License, Licensee specifically and expressly waives, releases, and relinquishes any and all rights to assert any claim of right, privilege, or interest in the Premises other than the rights expressly granted by the License.

C. The consideration paid by Licensee pursuant to Section 4 of this License is consistent with the value of the rights comprising the License privilege; the consideration is not consistent with the higher market value for a greater right, privilege, or interest (such as a lease) in the Premises.

D. Licensee further acknowledges and agrees that without the representations and agreements set forth herein, City would not enter into this License.

Section 3. Term. The term of this License shall commence on May 1, 2023, and end on May 1, 2024, unless earlier terminated as provided for herein. Either Party may terminate this License by providing written notice of such termination to the other Party at least thirty (30) days prior to the notice termination date. Upon termination or expiration of this License, and upon request of City, Licensee shall remove, as requested by City, any improvements, fixtures, equipment, and other personal property placed upon the Premises by Licensee. The cost and expense of such removal, together with the repair of any damage, occasioned thereby, will be borne solely by the Licensee. If Licensee remains in possession of the Premises after expiration or earlier termination of this License without City's written consent, Licensee's continued occupancy of the Premises shall be equivalent to a tenancy at sufferance and Licensee shall pay an increased License fee during the holdover period in the sum of four hundred dollars ($400) per month.

Section 4. License Fee. Licensee shall pay to City a monthly fee in the sum of two hundred dollars ($200.00) for use and occupancy of the Premises for the first six months of the term. The Licensee shall pay to City a monthly fee in the sum of four hundred dollars ($400.00) for the use and occupancy of the Premises for the remaining six months of the term. The initial monthly fee payment shall be paid to City prior to May 1, 2023. All subsequent monthly fee payments shall be made prior to the second day of each month for which the fee is then due. All payments are to be made payable to the City of Redlands, Finance Department/Revenue Division, P.O. Box 3005, Redlands, California, 92373. A late fee of fifty dollars ($50) shall be added and due for any fee payment made after the tenth day of the month.

Section 5. Security Deposit. The security deposit presently held by City in the amount of one thousand dollars ($1,000) shall be retained by City to secure compliance with the terms and conditions of this License, and shall be refunded to Licensee within thirty (30) days after the Premises have been vacated by Licensee, less any amounts reasonably necessary to pay City for, (i) cleaning costs, (ii) cost for repair or damages to the Premises exclusive of ordinary wear and tear, and (iii) any other amount legally allowable under the provisions of this License. A written accounting of said costs and damages shall be presented to Licensee within ten (10) days of the Premises being vacated. If the security deposit is insufficient to pay City for such costs and damages, Licensee shall immediately pay any additional costs for damages demanded by City.

Section 6. Use of Premises.

A. Use of the premises shall be non-exclusive, as the seating in the area is used and enjoyed by all patrons of the downtown area.

B. Licensee shall use the Premises solely for the purpose of outdoor dining associated with Licensee's operation of its food cart and for no other uses.

C. During the term of this License, City shall retain the right to cause the closure of the Premises for up to three (3) events per calendar year, with ninety (90) days prior written notice given to the Licensee of each such event.

D. The hours of operation for the Premises shall be limited to 10:00 a.m. to 10:00 p.m., Monday through Sunday.

E. Licensee's use of the Premises shall not jeopardize or endanger the health, welfare, peace, or safety of persons visiting, residing, working, or conducting business in the surrounding area.

G. Licensee shall obtain a city business license and all necessary permits for its operations, including but not limited to a permit from the San Bernardino County Department of Environmental Health Services as may be required for food preparation and sales.

H. Licensee shall designate an attendee to monitor the Premises between 10:00 a.m. and 10:00 p.m. to ensure security and maintenance of the Premises in accordance with this License.

I. Licensee's operation of the Premises shall not result in nuisance activities within the Premises or in close proximity of the Premises, including but not limited to disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, littering, loitering, graffiti, illegal parking, excessive loud noises especially in the late night or early morning hours, traffic violations, curfew violations, lewd conduct, or police detentions and arrests.

J. Licensee shall ensure that the Premises' upkeep and operating characteristics are compatible with, and will not adversely affect, the livability or appropriate development of abutting properties and the surrounding neighborhood.

K. Licensee hereby grants City immediate access to the Premises in the event of an emergency; which is defined as any incident that threaten loss of life or property, interruptions of public utilities, disaster, war, acts of terrorism, strikes or similar emergencies.

Section 7. As-Is Condition. Licensee accepts the Premises in its "as-is" condition as of the Effective Date of this License, without any warranty, express or implied.

Section 8. Maintenance of Premises. Licensee shall be responsible for maintaining the Premises in a clean and orderly state. Any damage to the Premises incurred due to Licensee's use of the Premises shall be the sole responsibility of Licensee. City shall have the right to enter the Premises, at reasonable times, for inspection and maintenance purposes. Should an inspection by City disclose the need for maintenance or repairs, City shall provide Licensee with written notice of the items requiring repair or maintenance. If action is not taken on such items by Licensee within five (5) days from the provision of such notice, City may enter the Premises and take whatever action is necessary to perform such maintenance or repairs at Licensee's expense.

Section 9. Improvements. Licensee shall not construct any fencing or improvements to the Premises without the prior written consent of City. All proposals for improvements to the Premises shall be submitted in writing to City for its consideration and prior written approval. Licensee shall have the right to remove all improvements made to the Premises by Licensee, provided such removal results in no damage to the Premises. Improvements not removed by Licensee shall, on expiration or earlier termination of this License, become the property of City. Lighting may be incorporated in such a way to prevent glare onto or direct illumination of any adjacent properties. Licensee shall cause the improvements to be constructed, rehabilitated or installed in compliance with applicable laws, including federal, state, and local laws and regulations.

Section 10. Indemnity. Licensee shall defend, indemnify and hold harmless City, and its elected officials, officers, employees and agents, from and against any and all claims, causes of action, damages and liability resulting from Licensee's negligent acts or omissions, and willful misconduct of Licensee, and its contractors, agents, employees, guests, and invitees arising from Licensee's occupation and use of the Premises or the improvements or equipment thereon, during the term of this License. This section shall survive any termination of this License.

Section 11. Public Liability and Property Damage Insurance; Worker's Compensation Insurance. Licensee shall maintain at its own cost for the term of this License, public liability and property damage insurance in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate, issued by an insurance company acceptable to City. Licensee shall provide City with a certificate of insurance and endorsements showing City as an additional insured on the policy prior to Licensee's use and occupancy of the Premises. Such insurance shall be primary with respect to City and non-contributory to any insurance or self-insurance maintained by City. The policy shall require that, before amending or canceling the policy, the issuing insurance company shall give City at least thirty (30) days prior written notice. City and Licensee acknowledge and agree that the insurance required of Licensee is subject to annual review by City and subject to increases in the amount and scope of coverage, as reasonably determined by City.

Licensee shall procure and maintain Worker's Compensation Insurance in such amount as will fully comply with the laws of the State of California, and which shall indemnify, insure and provide legal defense for both Licensee and City against any loss, claim, or damage arising from injuries or occupational diseases happening to any worker employed by Licensee in, at or about the Premises.

Section 12. Assignment Prohibited. Licensee shall not encumber, assign, sublease, or otherwise transfer this License, or any right or interest therein, without the prior written consent of City. Any such encumbrance, assignment, sublease, or transfer without such prior consent and approval of City shall constitute a breach of this License and may, at the sole discretion of City, result in the immediate termination of this License.

Section 13. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this License, the prevailing Party shall, in addition to any costs

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

Section 14. Notices. Any notice or other communication required, or which may be given, pursuant to this License, shall be in writing. Any such notice shall be deemed delivered (i) on the day of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic email 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 of in accordance with this section:

CITY:

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

LICENSEE:

Randy Nordgren, Owner
dba Dawg Social, LLC
1413 Padua Avenue
Redlands, CA 92374
randynordgren@gmail.com
949-350-4248

Section 15. Entire Agreement/Amendment. This License constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any prior verbal or written representations or agreements respecting the Premises not expressly set forth herein are null and void. Any and all amendments to this License shall be in writing and executed by the Parties.

Section 16. Termination. City shall have the right to terminate this License, with or without cause, upon thirty (30) days prior written notice to Licensee. City shall have no liability for any claims or damages resulting to Licensee as a result of any exercise by City of its right to terminate this License. This License may be terminated at the discretion of City should Licensee fail to fulfill its requirements as specified herein.

Section 17. Hazardous Materials. Licensee agrees that it will not allow or permit the use, storage, disposal or release on or about the Property, the Premises, or other improvements thereon of any Hazardous Materials by its officers, agents, contractors, employees, guest or invitees. As used herein, "Hazardous Materials" means any flammable explosives, radioactive materials, asbestos, PCB's, hazardous waste, toxic substances or any other "hazardous substances", "hazardous materials" or "toxic substances" as defined in any present or future federal, state or local law applicable to the Property, the Premises or the improvements thereon, and the rules and regulations adopted or promulgated under or pursuant to the foregoing laws.

Section 18. Breach and Default by Licensee.

A. All covenants and agreements contained in this License are declared to be conditions of this License, and to the term for which the Premises are licensed to Licensee.

B. Should Licensee fail to perform or comply with any covenant, condition or agreement contained in this License (a "Default"), which by its nature is reasonably and practically subject to cure, and the Default is not cured within fifteen (15) days after written notice of the Default is served on Licensee by City, then Licensee shall be in breach of this License.

C. If the default is one which the Parties determine requires more than fifteen (15) days to cure, Licensee commence action to cure within such fifteen (15) days and prosecute such cure diligently until completion within a reasonable time. Licensee's failure to complete such cure within a reasonable time shall also constitute a default by Licensee.

D. The Parties acknowledge and agree that Licensee's failure to perform or comply with any covenant, condition, or agreement in this License may be of such a one-time nature that such a Default is not subject to cure (e.g. Licensee's failure on a given day to abide by the hours of operation permitted by this License) (a "One-Time Default"). In such an event, City shall provide written notice to Licensee within five (5) business days of City's knowledge and determination of the occurrence of a One-Time Default. City's provision to Licensee of three such One-Time Default notices during the term of this License for Licensee's failure to perform or comply with the same (or similar) covenant, condition or agreement contained in this License shall constitute a breach by Licensee of this License.

Section 19. Amendment; Waiver. No term or provision of this License may be amended, altered, modified, or waived orally or by course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of each Party. No waiver by either Party of any provision of this License, or waiver of any breach of this License, shall be deemed to be a waiver of any other provision of this License, or of any subsequent breach by either Party of the same or any other provision of this License.

Section 20. Governing Law; Venue. This License is to be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the courts in San Bernardino County.

Section 21. Attorneys' Fees. If either Party to this License brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court.

Section. 22. Counterparts. This License Agreement may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument.

Section 23. Severability. If any particular provision of this License is held invalid or unenforceable for any reason by a court of competent jurisdiction, this License shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Executed on the 18th day of April, 2023, at Redlands, California

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

DAWG SOCIAL, LLC

_____
Randy Nordgren, Owner

EXHIBIT “A”

City Hall



City Council Meeting **I. 16.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Second Amendment to the Public Works Contract with My Electrician Inc. for the Redlands Bowl Electrical and Theatrical Lighting Upgrade, to extend time for completion by two hundred ten (210) calendar days (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 the Second Amendment to the Public Works Contract with My Electrician Inc. for the Redlands Bowl Electrical and Theatrical Lighting Upgrade Project to extend the time for completion by two hundred ten (210) calendar days.

RECOMMENDATION:

Staff recommends City Council approve the Second Amendment to the Public Works Contract with My Electrician Inc. for the Redlands Bowl Electrical and Theatrical Lighting Upgrade Project to extend the time for completion by two hundred ten (210) calendar days.

DISCUSSION:

On October 18, 2022, the City Council approved a Public Works Contract with My Electrician Inc. to construct the Redlands Bowl Electrical and Theatrical Lighting Upgrade project for an amount not-to-exceed $2,000,000. The scope of the project consists of the removal and replacement of the existing theatrical sound and lighting system, including new towers, equipment, and a new utility service to provide sufficient power.

Recently, My Electrician Inc. notified staff that the lead time for project materials is lengthy and exceeds the contract completion deadline. Therefore, staff is recommending a contract amendment to increase the contract time for completion by two hundred ten (210) calendar days, resulting in a revised contract time for project completion of three hundred ninety (390) calendar days. The contractor is aware of the upcoming Redlands Bowl Performing Arts season and staff has discussed various contingencies to ensure the facility is ready for use prior to the start of the season. No construction will occur during the summer season and will resume in September 2023. This is the second contract revision proposed.

ALTERNATIVES:

City Council may elect not to approve this amendment. However, electing not to approve this amendment may result in the scope of the project not being completed as planned.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
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:
Jawad Naderi, Associate Engineer

Fiscal Impact

Discussion:

Approval of this amendment has no impact on the General Fund.

Attachments

My Electrician Second Amendment

My Electrician Public Works Contract

SECOND AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This SECOND amendment ("SECOND Amendment") to the Public Works Construction Contract for the Redlands Bowl Electrical and Theatrical Lighting Upgrade Project for the ("Contract"), dated October 18, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and My Electrician Inc., a California Stock Coporation ("Contractor"), is made and entered into this 18th day of April, 2023**.**

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Contract, specifically to amend the time for completion of the contract to November 30, 2023.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledge City and Contractor agree as follows:

AGREEMENT

Section 1. Section 3 of the contract, entitled "Time for completion," is hereby amended to read as follows:

3 "TIME FOR COMPLETION: The Work shall be completed within three hundred ninety (390) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

Section 2. All other provisions of the Agreement shall remain unchanged by this SECOND Amendment and in effect.

Section 3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Second Amendment, to be effective as of April 18, 2023.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

MY ELECTRICIAN, INC.

By: _____
Brian M. Alston, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 18th day of October, 2022, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and My Electrician 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: Redlands Bowl Electrical and Theatrical Lighting Upgrade, PROJECT NO. FCS08012022JN, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Redlands Bowl Electrical and Theatrical Lighting Upgrade, PROJECT NO. FCS08012022JN (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of two million dollars ($2,000,000.00) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within ninety (90) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars/cents ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy-five thousand dollars ($375,000) or less shall be made by Contractor and

processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

My Electrician Inc
Name of Contractor

By: _____
Signature of Authorized Agent

President
Title

_____
Signature of Authorized Agent (if necessary)

President
Title

1001662
Contractor's License No.

Premium will be adjusted based on final contract price

Bond No.: GS20300044
Premium: $20,250.00

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and My Electrician, Inc. (hereinafter designated as "Principal") have entered into an agreement dated _____,2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as **REDLANDS BOWL ELECTRICAL AND THEATRICAL LIGHTING UPGRADE** Project No. FCS08012022JN 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 Agreement, now, therefore, we, the Principal and The Gray Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Two million Dollars ($ 2,000,000.00) 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 Agreement, 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 Agreement in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Agreement 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 Agreement 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 October 14th, 2022.

(SEAL)

My Electrician, Inc.

(Contractor)

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

The Gray Insurance Company

(Surety)

BY: (Signature) Cyndi Beilman, Attorney in fact

Address: 10040 N. 25th Ave., #118
Phoenix AZ 85021

Telephone: (602) 354-3117

CD 6

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS20300044 **Principal:** My Electrician, Inc.

Project: Redlands Bowl Electrical and Theatrical Lighting Upgrade

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Rebecca James and Cyndi Beilman of LaMesa, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of October , 2022 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of October , 2022 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

CALIFORNIA ALL-PURPOSE 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 San Diego }

On 10/14/2022 (Date) before me, Rebecca James (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Cyndi Beilman (Name(s) of Signer(s))

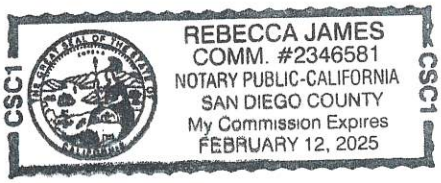
,

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 Rebecca James
Signature of Notary Public Rebecca James



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Premium will be adjusted based on final contract price

Bond No.: GS20300044
Premium: Included in performance bond

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and _____ My Electrician, 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 _____, 2022, and identified as **REDLANDS BOWL ELECTRICAL AND THEATRICAL LIGHTING UPGRADE** Project No. FCS08012022JN 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 Two million Dollars ($2,000,000.00) 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 October 14th, 2022.

(SEAL)

My Electrician, Inc.
(Contractor)

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

The Gray Insurance Company
(Surety)

BY: _____
(Signature) Cyndi Beilman, Attorney in fact

Address: 10040 N. 25th Ave., #118
Phoenix AZ 85021

Telephone: (602) 354-3117

CD 7

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS20300044 **Principal:** My Electrician, Inc.

Project: Redlands Bowl Electrical and Theatrical Lighting Upgrade

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Rebecca James and Cyndi Beilman of LaMesa, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of October , 2022 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of October , 2022 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

CALIFORNIA ALL-PURPOSE 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 San Diego }

On 10/14/2022 (Date) before me, Rebecca James (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Cyndi Beilman (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 Rebecca James
Signature of Notary Public Rebecca James

REBECCA JAMES
COMM. #2346581
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
FEBRUARY 12, 2025

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☑ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CITY OF REDLANDS

BUSINESS TAX CERTIFICATE

2023

"For Services Provided in the City of Redlands, California Only"

TO BE POSTED IN A CONSPICUOUS PLACE
AND
NOT TRANSFERABLE OR ASSIGNABLE

Business Name	MY ELECTRICIAN INC
Business Location	25415 Trade Winds Dr Menifee, Ca 92585-9049
Business Owner(s)	MY ELECTRICIAN INC
Business Type	Contractor- General
Description	GENERAL CONTRACTOR

MY ELECTRICIAN INC
30141 ANTELOPE RD # D673
MENIFEE, CA 92584-7001

Certificate Number:	08132833
Effective Date	October 13, 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.

MY ELECTRICIAN INC:

Thank you for your payment on your City of Redlands Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business tax certificate, contact the Business Tax Support Center via email at: Redlands@hdlgov.com or by telephone at: (909) 479-2111.

Keep this portion for your tax certificate separate in case you need a replacement for any lost, stolen, or destroyed tax certificate. A fee may be charged for a replacement or duplicate tax certificate.

This certificate does not entitle the holder to conduct business before complying with all requirements of Redlands Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the city limits of City of Redlands, please display the Business Tax certificate above in a conspicuous place at the premises. Otherwise, every Business Tax Certificate holder not having a fixed place of business in the City shall keep the Business Tax Certificate upon his or her person, or affixed in plain view upon any cart, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/.

BUSINESS SUPPORT CENTER
8839 N CEDAR AVE #212
FRESNO, CA 93720-1832

City of Redlands
BUSINESS TAX CERTIFICATE

MY ELECTRICIAN INC
30141 ANTELOPE RD # D673
MENIFEE, CA 92584-7001

Certificate Number:	**08132833**
Date of Issue:	**10/13/2022**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2022

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

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

PRODUCER Insurance & Surety Services, LLC 4195 Chino Hills Parkway #403 Lic. 0I67797 Chino Hills CA 91709	CONTACT NAME: Gabriel Hill PHONE (A/C, No, Ext): (909) 703-9396 FAX (A/C, No): (909) 614-7387 E-MAIL ADDRESS: gabriel@issclic.com
INSURED (800) 342-6885 My Electrician, Inc. 30141 Anteleope Rd. Ste. D673 Menifee CA 92584	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Berkley Assurance Company — 39462 INSURER B: Travelers Casualty Company of — 19046 INSURER C: Benchmark Insurance Company — 41394 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 1177 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	Y	Y	VUMA0233361	12/08/2021	12/08/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Owners & Contr.Prot.						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	Y	Y	BA-9P826844-22-42-G	01/26/2022	01/26/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR	Y	Y	VUMA0233371	12/08/2021	12/08/2022	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	CST5022738	12/08/2021	12/08/2022	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$

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

Certificate holder is additional insured per attached CG 2010 12/19, CG 2037 12/19 and CA T474 02/16 endorsements. Primary wording applies per attached VCAS 2035 11/10 and CA T474 02/16 endorsement. Waiver of subrogation applies per attached CG 2404 12/19 and WC 040306 4/84 endorsements.

CERTIFICATE HOLDER	CANCELLATION
City of Redlands 35 Cajon Ave. Redlands CA 92373	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed prior to the date of occurrence but only to the extent permitted by law. 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.	As designated in written contract with the Named Insured.
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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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.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed prior to the date of occurrence but only to the extent permitted by law and 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.	As designated in written contract with the Named Insured.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

PRIMARY AND NONCONTRIBUTORY WORDING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE

With respect to coverage provided to an additional insured via attachment of an Additional Insured endorsement to this policy, such coverage is primary insurance and we will not seek contribution from any other insurance available to that additional insured.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

VUMA0233361
My Electrician, Inc.

POLICY NUMBER: VUMA0233361
My Electrician, Inc.

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or to which you are obligated by virtue of a written contract to waiver your right of recovery.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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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: 12/08/2021 Policy No.: CST5022738 Endorsement No.

Policy Effective Dates: 12/08/2021 - 12/08/2022

Insured: My Electrician Inc

Carrier Name / Code: Benchmark Insurance Company A

WC 04 03 06
(Ed. 04-84)

Countersigned by _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Facilities and Community Services Department
Redlands Bowl Electrical and Theatrical Lighting Upgrade
Project No. FCS08012022JN

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 18th day of October, 2022.

My Electrician Inc.
(Contractor)

Ben M. Alatorre
(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.)

City Council Meeting **I. 17.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for the serving and consumption of alcoholic beverages at Heritage Park and the Grove School property for the Farm to Fork Dinner Fundraiser supporting the Armantrout Education Foundation to be held on April 22, 2023, and determine that approval of the request 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):

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

1. I move that City Council determine that approval of the request for the serving and consumption of alcoholic beverages at Heritage Park and the Grove School property is exempt from environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the request for the serving and consumption of alcoholic beverages at Heritage Park and the Grove School property for the Farm to Fork Dinner Fundraiser supporting the Armantrout Education Foundation to be held on April 22, 2023.

RECOMMENDATION:

Staff recommends City Council determine that approval of the request for the serving and consumption of alcoholic beverages at Heritage Park and the Grove School property is exempt from further environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council approve the request for the serving and consumption of alcoholic beverages at Heritage Park and the Grove School Property for the Farm to Fork Dinner Fundraiser in support of the

Armantrout Education Foundation to be held on April 22, 2023.

DISCUSSION:

The Armantrout Montessori Education Foundation (Foundation) is holding a fundraising dinner to support the Foundation on April 22, 2023. The dinner will be held at Heritage Park. The Foundation is requesting permission to serve beer and wine at their fundraising dinner that will end no later than 9:00 p.m. Beer and wine may also be served on the premises of the Grove School lease-hold area within Heritage Park. This area is leased by the Grove School from the City. The City Council's approval is necessary to authorize the consumption of alcohol for this event due to its location. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559 and therefore the granting of this request is outside of the City staff's purview.

The Applicant may be required to provide the City with certificates of insurance for public liability insurance to protect against loss from liability for damages on account of bodily injury and property damage arising from the applicant's activity. Such insurance shall include not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate of comprehensive general liability insurance, including bodily injury and property damage coverage, together with such other additional coverage as the City's Risk Manager may determine to be prudent. Insurance coverage shall be obtained prior to the event and maintained for the duration of the applicant's activity.

The proposed project is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15061(b)(3). Section 15061(b)(3), referred to as the "general rule," applies to those activities where it is seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Approval of the project authorizes the consumption of alcoholic beverages within an existing park and City property and will not result in any physical change to the environment.

ALTERNATIVES:

The City Council may deny the request.

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:
Michelle Groenke, Administrative Assistant

Fiscal Impact

Fiscal Year: 2022/2023

Discussion:

There is no fiscal impact on this event.

Attachments

Request to Serve Alcohol

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE OF EVENT: 4 th annual Farm to Fork dinner in Heritage park

PROPOSED LOCATION: Heritage Park

APPLICANT'S INFORMATION

ORGANIZATION'S NAME: AMEF

CONTACT PERSON: Sara Garcia PHONE: 909-499-4529

ADDRESS: 1050 Walnut Avenue Redlands, Ca 92372

EVENT INFORMATION

DATE OF EVENT: April 22, 2023 HOURS: 5:00 pm-9:00pm

NAME OF EVENT: Farm to Fork

ARE FEES BEING CHARGED FOR EVENT? ☑ YES ☐ NO PRICE: 125$

ARE FEES BEING CHARGED FOR ALCOHOL? ☐ YES ☑ NO PRICE: donations

TYPE OF ALCOHOL BEING SERVED? Beer Wine Distilled Spirits

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing the Armantrout Montessori Education Foundation and in consideration of being permitted to conduct the Event, agree that the members/participants of Farm to Fork shall defend, indemnify and hold harmless the City of Redlands, its elected officials, officers, boards, commissions, agents and employees from and against any and all claims, demands, actions, suits, damages, liabilities and judgments of every kind and nature and regardless of the merit of the same, arising out of the use of City of Redlands' park facilities.

The members/participants of AMEF hereby release, discharge and agree not to sue the City of Redlands for any injury, death or damage to or loss of property arising out of or in connection with this event from whatever cause.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT I HAVE THE FULL AUTHORITY TO EXECUTE THIS FULL RELEASE OF LIABILITY ON BEHALF OF THE MEMBERS/PARTICIPANTS OF _____ AND THAT I HAVE SIGNED THIS AGREEMENT ON

Date March 1, 2023 Signature Sara Garcia

AUTHORIZATION

Pursuant to the use of alcohol within the City property noted above, the City of Redlands grants you permission to do so with the following conditions set forth by the City Council:

ALCOHOL RELATED TO PARKS:

Redlands Municipal Code, Section 12.44.270 does allow, "through the permitting process, the consumption of alcoholic beverages or liquors in enclosed public areas in public parks. The enclosed area is comprised of these areas which have been approved for use and secured by a barrier, portable fence, screen or materials approved by the Quality of Life Director.

Tape or ribbon of some kind may also be used for setting off the area for which the alcoholic beverage is served and consumed. Alcohol sales and distribution shall stop one hour prior to end of event unless otherwise directed by PD or ABC office.

ALCOHOL RELATED TO AIRPORT:

12.56.090: USE OF INTOXICATING LIQUOR OR DRUGS: No person shall operate or assist in the operation of any aircraft while under the influence of, or using, any intoxicating liquor or habit forming or hallucinatory or narcotic drug. No alcoholic beverage may be consumed or sold on the airport unless the city council shall have approved and designated the place for the sale and consumption thereof. (Ord. 1431 § C(4), 1971)

City Council Meeting **J. 1.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Video Series: Working for You (Public Information Officer Baker)

DISCUSSION:

For this evening's City Council meeting, staff will present a new video from the video series “Working for You: Making Redlands a Better Place.” The series highlights one employee each month, from various departments and divisions, specifically describing how that employee’s job fits into the larger mission of the City to improve residents’ lives and make Redlands a better place to live. The videos are available for viewing on the City’s website and social media platforms in addition to being shown in rotation on Redlands TV.

SUBMITTED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Carl Baker, Public Information Officer

City Council Meeting **K. 1.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Resolution No. 8462
(Mayor to declare meeting open as a public hearing)

a. Public Hearing to consider Resolution No. 8462 - A request for approval of Street Vacation No. 191 to vacate approximately 1,317 linear feet of public right-of-way adjacent to the frontage of the parcel located at the northwest corner of Wabash Avenue and Reservoir Road (identified as Assessor's Parcel Number 0174-281-13-0000) (Applicant: Terracina Recovery, LLC) (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Resolution No. 8462 to vacate the portion of Reservoir Road along the frontage of the property located at the northwest corner of the Reservoir Road and Wabash Avenue intersection.

RECOMMENDATION:

On January 24, 2023, the Planning Commission reviewed the proposal and voted 6 to 0 to adopt Planning Commission Resolution No. 1611 and determined the street vacation is in conformance with the 2035 General Plan.

DISCUSSION:

A) Background

The applicant has filed an application to vacate a portion of public right-of-way approximately 1,317.5 linear feet in length (of varying widths) along the Reservoir Road right-of-way adjacent to approved Tentative Tract Map No.

20320 (TTM 20320) (see Attachment A - Location Map and Aerial Photo). The half-width of the existing street varies from approximately 33.32 feet to 82.29 feet wide (i.e., from street centerline to the property line of the subject parcel). The proposal would reduce the half-width to 32 feet along the frontage of TTM 20320 on Reservoir Road. The legal description and associated exhibit showing the proposed vacation area is provided in Attachment B (City Council Resolution).

The site of TTM 20230 is currently vacant and undeveloped. On January 24, 2023, the Planning Commission approved a residential subdivision project to subdivide 64.56 acres into 67 single-family residential lots plus ten lettered lots for open space and recreation purposes in a Planned Residential Development. At the same meeting, as a component of the Planned Residential Development project, the Commission determined the proposed street vacation would be consistent with the General Plan.

The City's Land Use Engineering Division evaluated the proposal and determined that Reservoir Road adjacent to TTM 20320 is identified as a Collector Road. Collector roads are two-lane roads with 64 feet dedicated to the right-of-way. With approval of this street vacation, the Reservoir Road right-of-way would be 64 feet wide. Therefore, the proposal is consistent with the General Plan.

On March 21, 2023, the City Council adopted Resolution No. 8462 (Attachment C) declaring its intent to vacate the subject 1,317.5 feet of public right-of-way, which initiated all noticing requirements for the requested street vacation.

B) Analysis

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

C) Environmental Review

The proposal is exempt from environmental review in accordance with the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines for projects where there is no possibility of any significant environmental effects. Adoption of the resolution and vacation of a portion of public right-of-way will not result in any potentially significant environmental effects.

ALTERNATIVES:

City Council may:

1. Continue the matter to a subsequent meeting to allow for additional information.

2. Not adopt the Resolution and not approve the requested street vacation.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Tamara Harrison, Contract Planner

Fiscal Impact

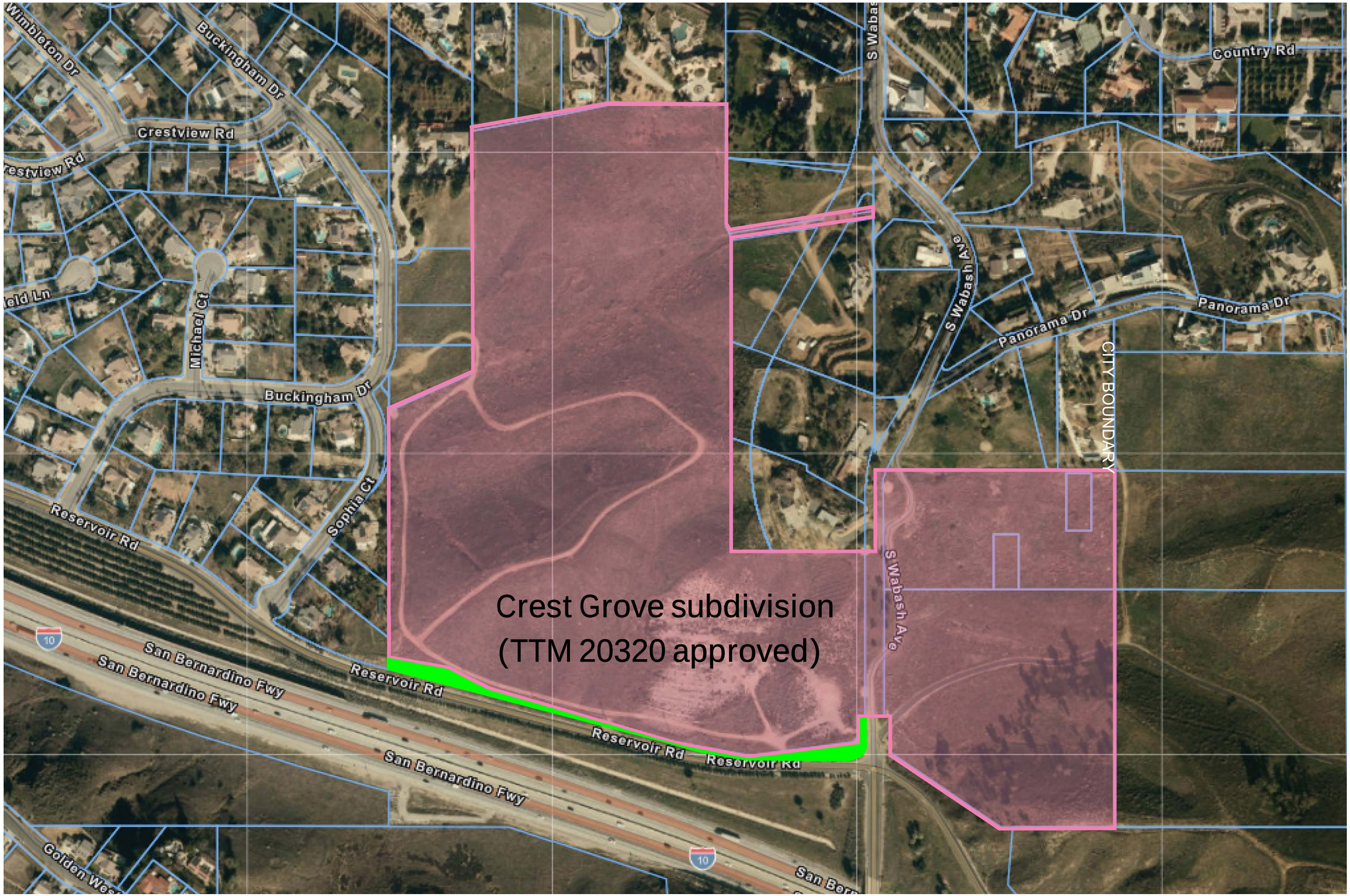
Fiscal Year:	FY 2022-23
Revenue Generating:	No
Appropriation Required Y/N:	No

Discussion:

There is no fiscal impact associated with this request. The applicant paid the applicable application filing fee.

Attachments

Attachment A: Location Map & Aerial Photo
Attachment B-1: City Council Resolution 8462
Attachment B-2: Exhibits A and B
Attachment C - Resolution No. 8450



Redlands Regular Meeting of 04/18/2023

Location Map

PROJECT LOCATION

STREET VACATION

PARCELS

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

N
W E
S

Scale
0 180 360
Feet

City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

February 15, 2023

Recording requested by and
when recorded return to:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

RESOLUTION NO. 8462

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS FINDING THAT A 1,317.5-FOOT LINEAR PORTION (VARYING WIDTHS) OF STREET RIGHT OF WAY ALONG RESERVOIR ROAD AT THE NORTHWEST CORNER OF RESERVOIR ROAD AND WABASH AVENUE (APN: 0174-281-13-0000) IS UNNECESSARY FOR PRESENT OR PROSPECTIVE STREET PURPOSES AND ORDERING THE VACATION OF A PORTION OF SAID EXCESS RIGHT-OF-WAY (CITY OF REDLANDS STREET VACATION NO. 191)

WHEREAS, Terracina Recovery, LLC ("Applicant"), has filed an application for Street Vacation No. 191 proposing to vacate excess street right-of-way along Reservoir Road that is approximately 1,317 feet in length with varying widths along the frontage of the subject property (APN: 0174-281-13-0000) at the northwest corner of Reservoir Road and Wabash Avenue, as more specifically described in Exhibit "A" (Legal Description) and Exhibit "B" (Plat) attached hereto (the "Street Vacation"); and

WHEREAS, the City is authorized to vacate all or part of a public street easement within the City pursuant to Streets and Highway Code section 8300 et seq.; and

WHEREAS, pursuant to Streets and Highway Code section 8340, the City may, for public convenience and necessity, reserve and except public service easements from the Street Vacation; and

WHEREAS, at its meeting on January 24, 2023, the Planning Commission made a determination that the Street Vacation conforms to the City's General Plan, as required by Government Code Section 65402; and

WHEREAS, on March 21, 2023, the City Council of the City of Redlands adopted Resolution No. 8403 declaring its intention to vacate such portion of Reservoir Road, and set a public hearing date and time for the proposed Street Vacation; and

WHEREAS, the proposed Street Vacation is exempt from environmental review under the California Environmental Quality Act (CEQA), pursuant to section 15061(b)(3) of the CEQA Guidelines for projects where there is no possibility of any significant environmental effects; and

WHEREAS, pursuant to Streets and Highways Code section 8320, the Redlands City Clerk published notice in the Redlands Daily Facts, for two successive weeks prior to the hearing, and caused the posting of notices along the proposed Street Vacation two weeks prior to the date set for the public hearing, no more than 300 feet apart, with at least three notices posted; and

WHEREAS, on April 18, 2023, the City Council held a duly noticed public hearing on the Street Vacation and considered all verbal and written testimony provided by City staff and all interested persons.

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

Section 1. the proposed Street Vacation is exempt from environmental review under the California Environmental Quality Act ("CEQA"), pursuant to section 15061(b)(3) of the CEQA Guidelines for projects where there is no possibility of any significant environmental effects.

Section 2. The City Council having elected to proceed under the provisions of Streets and Highways Code Section 8300 et seq., and having held a public hearing as provided therein, finds from all evidence submitted that the Street Vacation is unnecessary for present or prospective public use, and that the public interest and convenience require the Street Vacation.

Section 3. Pursuant to Streets and Highways Code Section 8340, the City reserves and excepts from the Street Vacation a permanent easement for in-place and future public utility facilities.

Section 4. Pursuant to Streets and Highways Code section 892, the portion of Reservoir Road (Street Vacation No. 191) to be vacated is not useful as a non-motorized transportation facility.

Section 5. Pursuant to Streets and Highways Code section 8325, the City Clerk is hereby directed to cause a certified copy of this resolution to be recorded in the official records of the county of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 18th day of April, 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 18th day of April, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

[Attached]

EXHIBIT B
PLAT MAP

[Attached]

EXHIBIT "A"
STREET VACATION
LEGAL DESCRIPTION

BEING A SUBDIVISION OF LOT 8, AND A PORTION OF LOTS 7 AND 9 OF BLOCK 27 OF CRAFTON TRACT, M.B. 3/14 AND A PORTION OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 36, SAID POINT BEING ON THE EAST LINE OF SECTION 36;

THENCE SOUTH 00°23'39" WEST ALONG SAID EASTERLY LINE, 2,326.62 FEET;

THENCE NORTH 89°36'21" WEST, 44.05 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD WABASH AVENUE, SAID POINT BEING THE **POINT OF BEGINNING;**

THENCE SOUTH 00°23'48" WEST A DISTANCE OF 61.97 FEET;

THENCE SOUTH 82°43'14" WEST A DISTANCE OF 299.04 FEET;

THENCE NORTH 78°48'22" WEST A DISTANCE OF 210.20 FEET;

THENCE NORTH 73°22'11" WEST A DISTANCE OF 519.13 FEET;

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THENCE NORTH 79°50'10" WEST A DISTANCE OF 164.44 FEET;

THENCE SOUTH 00°22'41" WEST A DISTANCE OF 37.71 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF RESERVOIR ROAD;

THENCE SOUTH 75°01'24" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 801.13 FEET TO A POINT ON A 1,068.00 FOOT RADIUS CURVE CONCAVE NORTHERLY TO WHICH A RADIAL LINE BEARS SOUTH 14°58'36" WEST;

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SAID DESCRIBED VACATED RIGHT-OF-WAY CONTAINS 29,216 SQUARE FEET (0.67 ACRE), MORE OR LESS,

SEE ATTACHED EXHIBIT "B" HEREWITH AND BY THIS REFERENCE MADE A PART HEREOF.

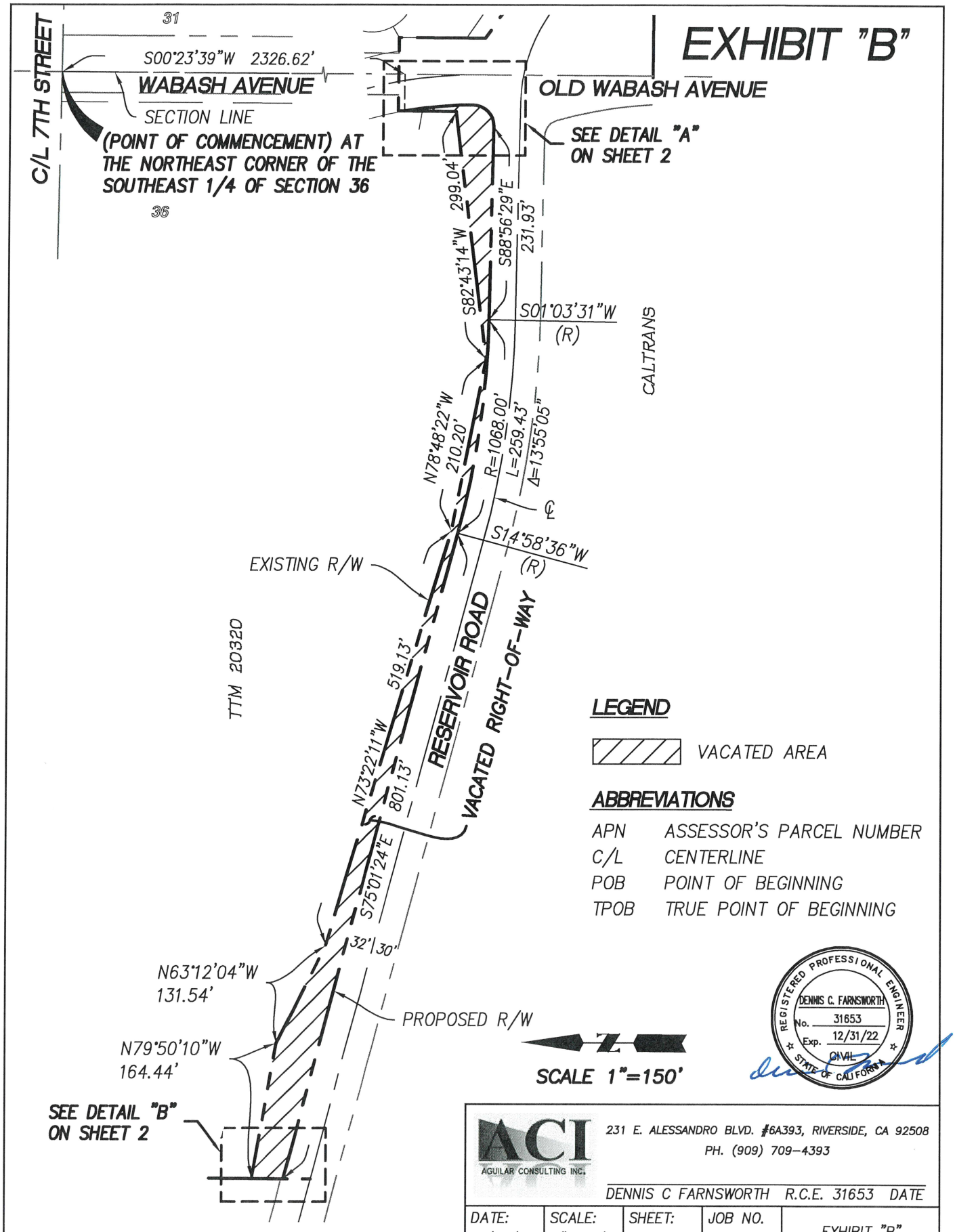
THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECTION.

BY: _____
DENNIS C. FARNSWORTH
RCE 31653, EXP. 12/31/22

11/28/22
DATE



EXHIBIT "B"



LEGEND

VACATED AREA

ABBREVIATIONS

APN	ASSESSOR'S PARCEL NUMBER
C/L	CENTERLINE
POB	POINT OF BEGINNING
TPOB	TRUE POINT OF BEGINNING

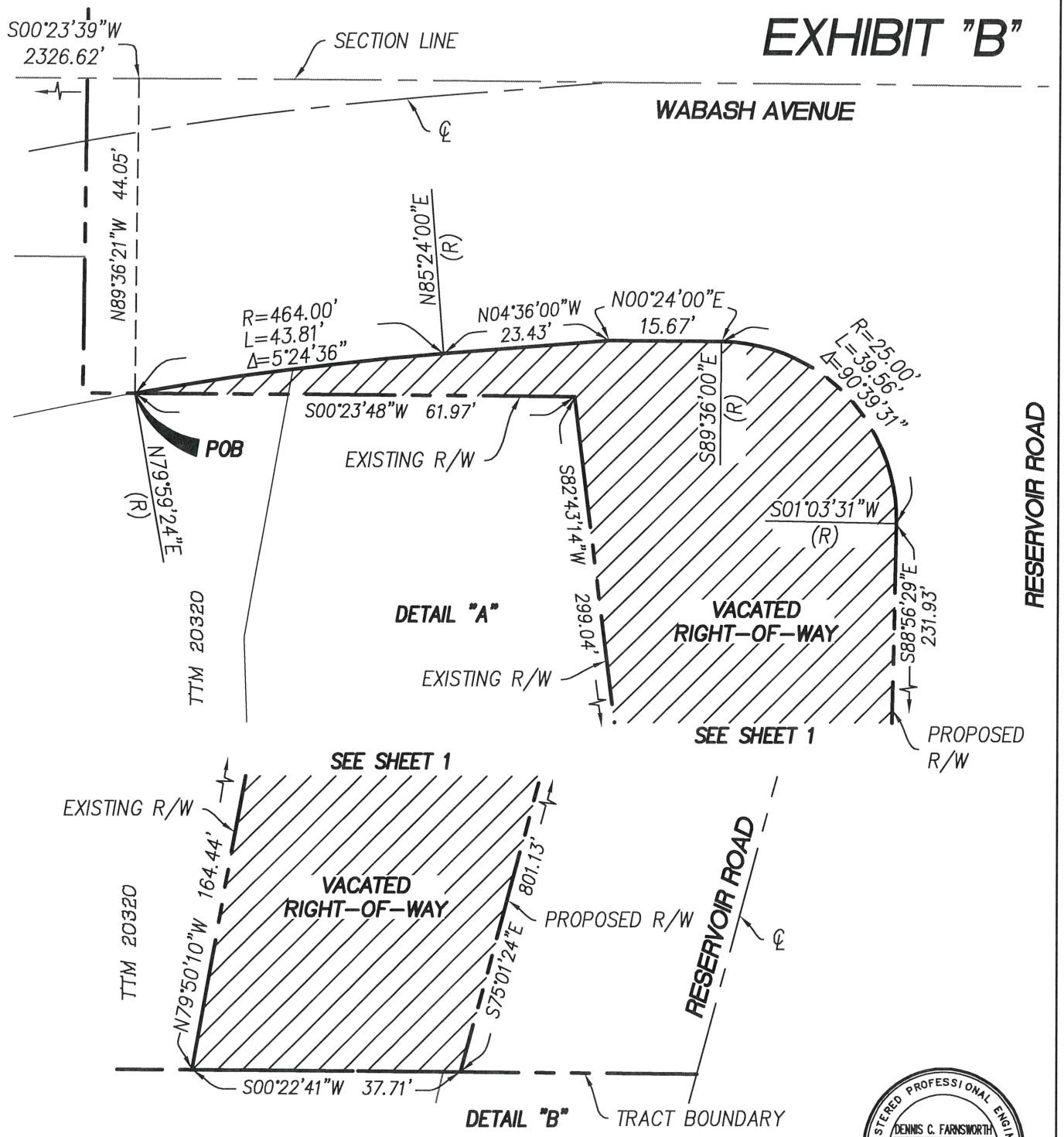
REGISTERED PROFESSIONAL ENGINEER
DENNIS C. FARNSWORTH
No. 31653
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

ACI
AGUILAR CONSULTING INC.
231 E. ALESSANDRO BLVD. #6A393, RIVERSIDE, CA 92508
PH. (909) 709-4393

DENNIS C FARNSWORTH R.C.E. 31653 DATE

DATE:	SCALE:	SHEET:	JOB NO.	
11/10/22	1"=150'	1 OF 2	XXXX-XXXX	EXHIBIT "B"

EXHIBIT "B"



LEGEND

VACATED AREA

SCALE 1"=20'

REGISTERED PROFESSIONAL ENGINEER
DENNIS C. FARNSWORTH
No. 31653
Exp. 12/31/22
CIVIL
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DATE:	SCALE:	SHEET:	JOB NO.	
11/10/22	1"=20'	2 OF 2	XXXX-XXXX	EXHIBIT "B"

RESOLUTION NO. 8450

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING ITS INTENTION TO VACATE A PORTION OF STREET RIGHT-OF-WAY LOCATED ALONG RESERVOIR ROAD WESTERLY OF WABASH AVENUE (STREET VACATION NO. 191)

WHEREAS, Terracina Recovery, LLC ("Applicant"), has filed an application for Street Vacation No. 191 proposing to vacate a portion of excess and unneeded street right-of-way along the frontage of vacant property (APN: 0174-281-13-0000) along Reservoir Road, for approximately 1,317 feet in length with varying widths, and generally located at the northwest corner of Reservoir Road and Wabash Avenue; and

WHEREAS, the City is authorized to vacate all or part of a public street pursuant to California Streets and Highway Code section 8300 et seq.; and

WHEREAS, pursuant to section 8340 of the California Streets and Highways Code, the City may, for public convenience and necessity, reserve and except public service easements from a street vacation; and

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

WHEREAS, at its meeting on January 24, 2023, the City of Redlands Planning Commission recommended to the City Council that the proposed street vacation will conform to the City's General Plan; and

WHEREAS, the City Council intends to vacate the excess right-of-way of a portion of Reservoir Road, as more particularly described in Exhibits "A" and "B" to this resolution.

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

Section 1. The City Council hereby declares its intention to vacate a portion of the right-of way roadway along Reservoir Road approximately 1,317 feet in length (with varying widths) adjacent to Assessor's Parcel Number 0174-281-13-0000, as further described in Exhibit "A" (Legal Description) and Exhibit "B" (Plat) attached hereto and incorporated herein by reference.

Section 2. The City Council will conduct a public hearing on the proposed street vacation at a regularly scheduled public meeting of the City Council on April 18, 2023, beginning at 6:00 p.m., or as soon thereafter as the matter may be heard, to be held in the City Council Chambers located at 35 Cajon Street, Suite 2, Redlands, California 92373.

Section 3. The City Clerk shall give notice of the public hearing on the public hearing on the proposed vacation by:

A. Publishing notice in the Redlands Daily Facts, for two successive weeks prior to the hearing; and

B. Posting notices of the proposed street vacation conspicuously at Reservoir Road at least two weeks prior to the date set for the public hearing. The notices shall be posted no more than 300 feet apart, and at least three such notices shall be posted. The notices shall reference the adoption of this Resolution of Intention and shall state the date, time, and place of the street vacation hearing.

ADOPTED, SIGNED AND APPROVED this 21st day of March, 2023.

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 21st day of March, 2023, by the following vote:

AYES: Councilmembers Barich, Davis, Saucedo; Mayor Tejeda
NOES: None
ABSENT: Councilmember Guzman-Lowery
ABSTAINED: None

Jeanne Donaldson, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

[Attached]

EXHIBIT "A"
STREET VACATION
LEGAL DESCRIPTION

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BY: _____
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RCE 31653, EXP. 12/31/22

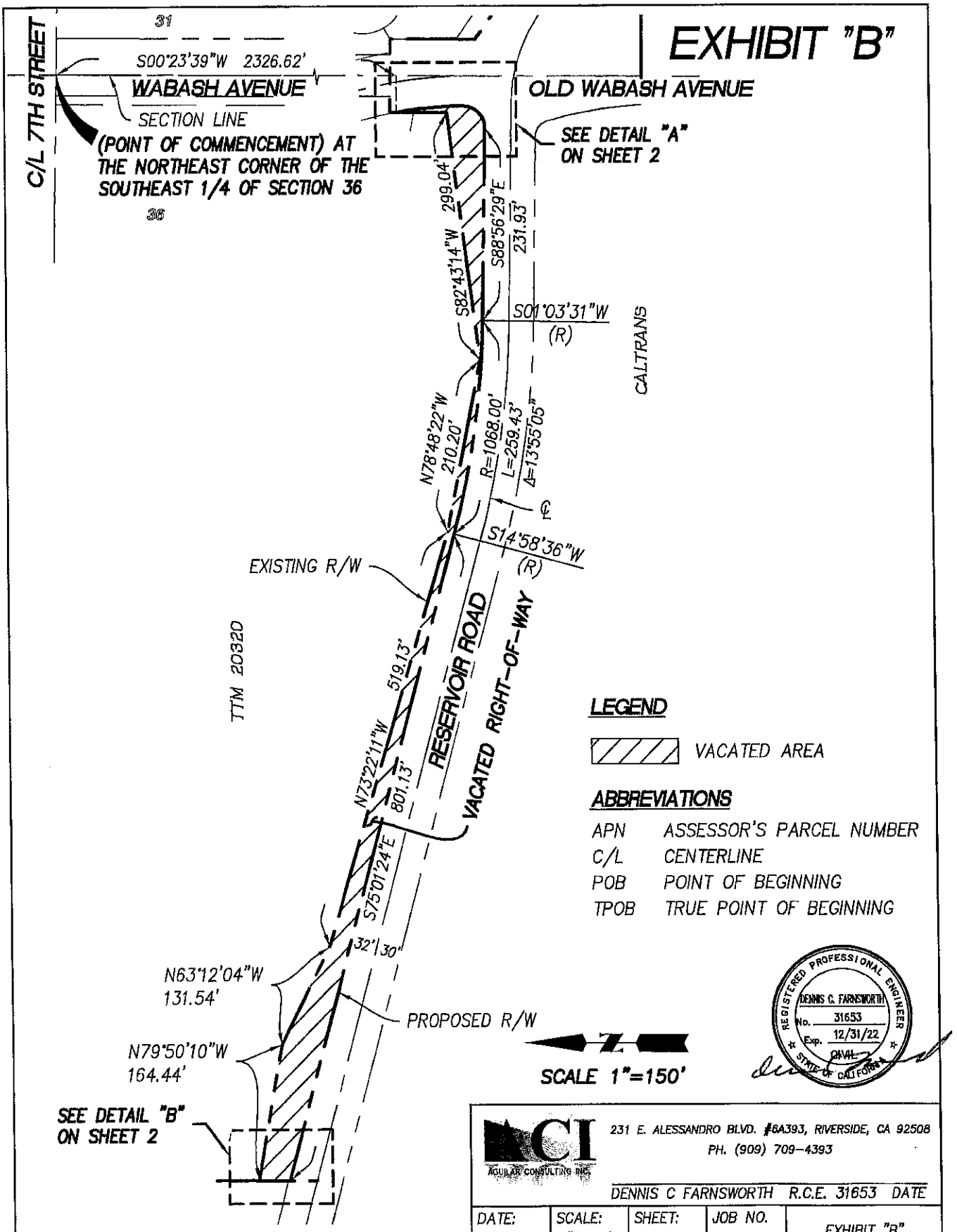
11/28/22
DATE



EXHIBIT B
PLAT

[Attached]

EXHIBIT "B"

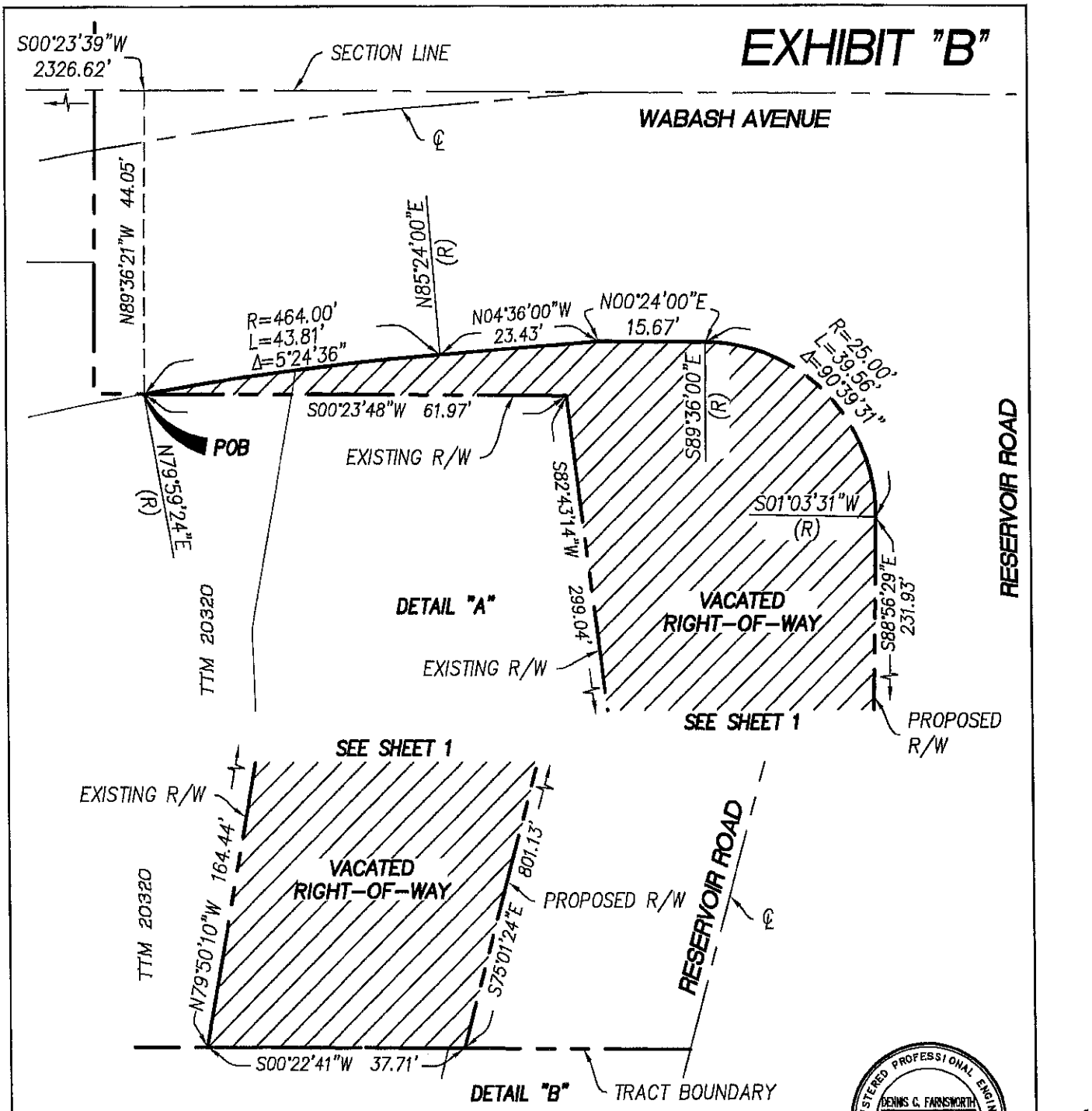


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DENNIS C FARNSWORTH R.C.E. 31653 DATE

DATE:	SCALE:	SHEET:	JOB NO.	EXHIBIT "B"
11/10/22	1"=150'	1 OF 2	XXXX-XXXX	

EXHIBIT "B"



LEGEND

VACATED AREA

SCALE 1"=20'

ABBREVIATIONS

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DATE:	SCALE:	SHEET:	JOB NO.	
11/10/22	1"=20'	2 OF 2	XXXX-XXXX	EXHIBIT "B"

City Council Meeting **L. 1.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the 2022 Annual Progress Reports for the General Plan and the 2021-2029 Housing Element (Development Services Director Desatnik)

MOTION(S):

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

I move that the City Council receive and file the 2022 Annual Progress Reports for the General Plan and the 2021-2029 Housing Element.

RECOMMENDATION:

Staff recommends that the City Council receive and file the 2022 Annual Progress Reports for the General Plan and the 2021-2029 Housing Element.

DISCUSSION:

Pursuant to California Government Code Section 65400, local jurisdictions are required to provide an Annual Progress Report to the California Department of Housing and Community Development (HCD) and to the Governor's Office of Planning and Research (OPR) by April 1st of each year. The reporting period covers the implementation status of the city's 2035 General Plan programs as well as the 2021-2029 Housing Element programs for the prior calendar year (2022). Staff completed the 2022 Annual Progress Reports and submitted them to HCD and OPR as required by law.

A) General Plan Implementation

Several significant milestones were achieved last year. The City Council adopted the Transit Villages Specific Plan on October 18, 2022, an important

tool that will implement the Transit Villages Concept in the General Plan. The 2021-2029 Housing Element was completed in early 2022, certified by the State in September 2022, and adopted by City Council on October 4, 2022. The City Council extended the local Mills Act Program for an additional five years on October 4, 2022, which is an important tool in the City's historic preservation program. The submitted annual report is provided in Attachment A.

B) 2021 – 2029 Housing Element

The Redlands City Council adopted the 2021-2029 Housing Element on February 1, 2022. The California Department of Housing & Community Development certified the Housing Element on September 26, 2022, after incorporation of final revisions. The Redlands City Council re-adopted the certified Housing Element on October 4, 2022.

The City's successful completion of the 6th Cycle Housing Element Update was made possible by the award of a Local Early Action Planning (LEAP) Grant from the California Department of Housing & Community Development. HCD awarded the City of Redlands a grant in the amount of $300,000 that was used to reimburse a consultant who prepared the 2021-2029 Housing Element.

The City is now pursuing additional grant funding through the REAP 2.0 grant program, in cooperation with the local regional planning agency, to help fund all or a portion of the EIR that will be necessary for certain future re-zoning actions that will implement the certified 2021-2029 Housing Element.

C) Progress of Housing Element Implementation

City staff has begun preparations for the Zoning Map amendment process that will be needed for the Housing Site Inventory List (contained in the new Housing Element), including contacting an environmental consultant that can prepare an Environmental Impact Report (EIR). City staff has also began preparing an Inclusionary Housing Ordinance and work has progressed through 2022.

This Annual Progress Report includes information on the City's progress in meeting its Regional Housing Needs Allocation (RHNA) target for the planning period of October 15, 2021, through October 15, 2029. The Southern California Association of Governments (SCAG) allocated a total of 3,516 new housing units to the City of Redlands as its fair share of the total number of units needed to meet the forecasted population growth in the Southern California region. The allocation of units were distributed across five income categories, as summarized in the table below.

Table 1: Summary of RHNA Housing Units, by Income Category

Income Category	*New Units Needed for 2021 - 2029*
Extremely Low (Less than 30% of area median income)	483
Very Low (30% - 50% of area median income)	484
Low (50% - 80% of area median income)	615
Moderate (80% - 120% of area median income)	652
Above Moderate (over 120% of area median income)	1,282
TOTAL UNITS:	3,516

For calendar year 2022, the City of Redlands has reported 102 Above Moderate income units, 7 Moderate income units, 5 Low income units, and 2 Very Low income units that were issued permits for this 2021-2029 Housing Element planning cycle thus far.

HCD requires that standardized Annual Progress Report forms be completed and submitted by local jurisdictions. The following is a summary of the City's completed forms for 2022 (see Attachment B).

Table A includes new housing units by income level for which a discretionary application has been submitted and deemed complete during calendar year 2022.

- A total of 2,095 dwelling units are reported in this category, of which 1,888 units are proposed for the Above Moderate income level (including 108 units of market-rate Senior housing for persons age 55+) and 207 units are proposed as affordable units (consisting of Very Low income units).

Table A2 includes net new housing units by income level that have received an entitlement, a building permit, or a certificate of occupancy during the calendar year.

- During calendar year 2022, the City issued building permits for 116 new housing units, including 14 Accessory Dwelling Units (ADUs).
- During calendar year 2022, the City provided final sign-off on building permits for 83 new housing units, including five Accessory Dwelling Units (ADUs).

Table B summarizes prior permitting activity in the current planning cycle and permitting activity for the 2022 calendar year.

- A total of 116 units reported which consist of the following income levels: 102 Above Moderate income units, 7 Moderate income units, 5 Low income units, and 2 Very Low income units.

Table C includes sites identified or rezoned to accommodate: any shortfall of housing sites from the previous planning period; to meet a shortfall of sites noted in the Housing Element; or to provide additional sites required by law to avoid no net loss under Government Section 65863. If applicable, this data would serve as an addendum to the sites inventory in the adopted Housing Element.

- The City did not report any additional sites.

Table D is the report on the status of the 2021-2029 Housing Element's Implementation Program for the 2022 calendar year.

- Some items and programs have already been completed, such as the adoption of the Transit Villages Specific Plan in October 2022, and the opening of the Home Key housing center in December 2022.
- Other items such as work on preparing an inclusionary housing ordinance (and other draft updates to the Zoning Ordinance pertaining to various housing policies and zoning standards) are currently under way.

Table E includes commercial development bonuses approved by the City during the 2022 calendar year.

- No units reported.

Table F includes units rehabilitated, preserved, and acquired for alternative adequate sites during the 2022 calendar year.

- No units reported.

Table G includes locally owned land included in the Housing Element housing sites inventory that have been sold, leased, or otherwise disposed of during the 2022 calendar year.

- No sites reported.

Table H includes all locally owned or controlled land declared as Surplus pursuant to Government Code section 54221 or identified as Excess pursuant to Government Code section 50569.

- The city does not have any land that was declared Surplus or Excess during the reporting year.

Table I includes dwelling units constructed pursuant to Government Code section 65852.21 (issuance of ministerial building permits for two single-family residences on a property in a single-family residential zone) and applications for lot splits pursuant to Government Code section 66411.7 (known as “SB 9” administrative Parcel Maps).

- The city did not have any applications for such projects in 2022.

Table J includes student housing development for low-income students for which was granted a density bonus.

- The city did not have any applications for such projects in 2022.

LEAP Grant Reporting

- This table requires jurisdictions that have received the Local Early Action Planning (LEAP) grant from HCD to provide progress updates on planning efforts for housing production. The City of Redlands received a LEAP grant totaling $300,000 for the 6th Cycle Housing Element Update as well as for a portion of the Final EIR related to the Transit Villages Specific Plan.
- The City has expended a total of $240,421.86 and has been reimbursed $193,536.14 thus far. Additional reimbursements from the State are pending, and the remaining available LEAP funds total $59,618.14.

ALTERNATIVES:
Not applicable.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

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

PREPARED BY:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year: 22-23

Revenue Generating: No

Appropriation Required Y/N: No

Discussion:

No fiscal impact is associated with the preparation of the 2022 Annual Progress Reports.

Attachments

Attachment A: General Plan Annual Progress Report

Attachment B: Housing Element Annual Progress Report

City of
REDLANDS
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35 Cajon Street, Suite 20
Mailing: P.O. Box 3005
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(909) 798 – 7555

DEVELOPMENT SERVICES
DEPARTMENT

BRIAN DESATNIK
Development Services Director

March 30, 2023

Samuel Assefa, Director
Office of Planning and Research
1400 10th Street, #100
Sacramento, CA 95814

City of Redlands General Plan Annual Progress Report for 2022

Dear Director Assefa,

Government Code Section 65400 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR) and the Housing and Community Development (HCD) by April 1 of each year. This letter summarizes the progress by the City of Redlands in implementing its 2035 General Plan and key planning efforts that occurred in the 2022 calendar year.

City Profile

City of Redlands is located at the base of the San Bernardino Mountains in the San Bernardino County, 60 miles east of Los Angeles and 45 miles west of Palm Springs. Redlands is a mid-size city with an estimated population at 72,649 people in 2022. Incorporated in 1888, Redlands is a general law city with deep cultural roots, a historic downtown, a number of historic landmarks and historic neighborhoods, and is home to the University of Redlands as well as the ESRI Headquarters. Major employment sectors in the City include retail, technology, education, and healthcare. Two major interstate freeways (Interstate 10 and Interstate 210) serve the City and provide access to other cities and a wide array of destinations in the Southern California region.

General Plan Snapshot

California Government Code 65301(a) requires General Plan planning areas to include all land within a city or county's limits, and territory outside its boundaries which in its judgement bears relation to its planning. Redlands' Planning Area encompasses 46 square miles, including all land within the Redlands city limits, the area within the City's Sphere of Influence (SOI), and an unincorporated island known locally as the "donut hole" that is located in the northwestern portion of the city.

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BRIAN DESATNIK
Development Services Director

The City of Redlands 2035 General Plan was adopted on December 5, 2017. The seven required elements mandated by State are organized under eight interrelated themes: Distinctive City (Chapter 2), Prosperous Economy (Chapter 3), Livable Community (Chapter 4), Connected City (Chapter 5), Vital Environment (Chapter 6), Healthy Community (Chapter 7), and Sustainable Community (Chapter 8). A Climate Action Plan was also adopted in December 2017 concurrently with the 2035 General Plan.

6th Cycle Housing Element Update

The Redlands City Council adopted the 2021-2029 Housing Element on February 1, 2022. The California Department of Housing & Community Development certified the Housing Element on September 26, 2022, after incorporation of final revisions. The Redlands City Council re-adopted the certified Housing Element on October 4, 2022.

The City's successful and timely completion of the 6th Cycle Housing Element Update was made possible by the award of a Local Early Action Planning (LEAP) Grant from the California Department of Housing & Community Development. HCD awarded the City of Redlands a grant in the amount of $300,000 that was used to reimburse a consultant who prepared the 2021-2029 Housing Element.

The City is now pursuing additional grant funding through the REAP 2.0 grant program, in cooperation with the local regional planning agency, to help fund all or a portion of the Environmental Impact Report that will be necessary for certain future re-zoning actions that will implement the certified 2021-2029 Housing Element.

The Housing Element Update directly implements Chapter 4, Section 4.3 (Land Use) of the General Plan, and action items 4-A.7, 4-A.8, 4-A.9, 4-A.10, 4-A.11, 4-A.12, 4-A.13, 4-A.14, 4-.15. City staff also began preparing an Inclusionary Housing Ordinance, and work has progressed through 2022.

Transit Villages Specific Plan

There are three new train stations that are currently being operated by the San Bernardino County Transportation Authority (SBCTA) in the City of Redlands. The three train stations are located at the Downtown Station (historic Santa Fe Depot), New York Street Station adjacent to the ESRI Headquarters, and University Station adjacent to the University of Redlands campus.

The Redlands City Council adopted the Transit Villages Specific Plan on October 18, 2022. This specific plan implements more than 130 Policies and Actions contained in several chapters of the 2035 General Plan, which is organized around the central theme known as the "Transit Villages Concept" presented Chapter 4, Section 4.5 (Transit Villages).

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BRIAN DESATNIK
Development Services Director

"Transit Villages are areas surrounding a transit station in which the neighborhood is planned, designed, and integrated so that residents, workers, shoppers, and others find it convenient and attractive to patronize transit and other choices of transportation. Transit Villages have the following characteristics:

- Densities and intensities that promote working and living environments proximate to transit;
- Pedestrian and bicycle access to the station, with safe and comfortable pathways; and
- A transportation system that encourages and facilitates intermodal service and access.

The development of Transit Villages results in public benefits such as relief of traffic congestion, improved air quality, revitalization of neighborhoods, live/travel options for community members who rely on transit, additional job opportunities, and development of attractive neighborhoods."

The new specific plan is fully consistent with the Transit Village Development Planning Act of 1994. Furthermore, the Transit Villages Specific Plan promotes compact infill transit-oriented development, which will assist in increasing the housing options within the City as well as improve affordability, which furthers the goals of the city's Housing Element.

The City's successful completion of the Transit Villages Specific Plan was made possible by the award of a Sustainable Communities Planning Grant from Caltrans in the amount of $600,000 for approximately 70% of the total cost to prepare the specific plan. In addition, an SB2 Planning Grant from HCD in the amount of $310,000 reimbursed the cost to prepare the Draft EIR for the specific plan, in conjunction with a portion of a Local Early Action Planning (LEAP) Grant to reimburse the cost of preparing the Final EIR for the project.

Mills Act Program

The City of Redlands remains a Certified Local Government ("CLG") through the State's Office of Historic Preservation. The City Council established a local Mills Act Program in November 2012, and extended the program for five years in October 2017. On October 4, 2022, the Redlands City Council adopted Resolution No. 8388 extending the local Mills Act Program for an additional five years through November 30, 2027. The local Mills Act program directly implements Chapter 2, Section 2.2 (Cultural Resources) of the General Plan. This program implements the following General Plan policies and action items for historic resources: 2-A.9, 2-P.12, 2-P.14, 2-A.39, 2-A.40, 2-A.44, 2-A.47, and 2-A.60.

DEVELOPMENT SERVICES
DEPARTMENT

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Suite 20
Mailing: P.O. Box 3005
Redlands, CA 92373
(909) 798 – 7555

BRIAN DESATNIK
Development Services Director

Local Hazard Mitigation Plan

In 2020, the City's Fire Department began the process of updating the 2015 Local Hazard Mitigation Plan. The purpose of this plan is to establish a five-year mitigation strategy to reduce and/or eliminate impacts from natural hazards and other hazards in Redlands. The scope of this plan is to: 1) assess relevant existing conditions and capabilities within the City; 2) identify potential hazards and their impacts within the City; and 3) propose mitigation polices and actions to reduce the potential impacts from such hazards within the City.

The planning team consisted of representatives from various City departments, partner agencies, and stakeholder groups within the City. The planning team began meeting in June 2020 and held regular meetings through 2021 that included the City's Planning Division. The draft Local Hazard Mitigation Plan was completed, and included review and approval by the California Office of Emergency Services (OES) as well as the Federal Emergency Management Agency (FEMA). The City Council adopted the final Local Hazard Mitigation Plan on November 16, 2021.

The Local Hazard Mitigation Plan Update directly implements Chapter 7, Section 7.4 (Safety) of the 2035 General Plan, specifically Policies 7-P.37 and 7-P.38 as well as Actions 7-A.127 through 7-A.134.

This concludes the 2022 Annual Progress Report for the City of Redlands. Please do not hesitate to contact me at (909) 798-7593, or via email at bdesatnik@cityofredlands.org if you have any questions. Thank you.

Respectfully,

Brian Desatnik
Development Services Director
City of Redlands

BD/BF

Jurisdiction	Redlands	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Notes
1					2	3	4	5							6	7	8	9	10		11	12
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Ddi the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions reqested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Notes+
Summary Row: Start Data Entry Below								207	0	0	0	0	0	1888	2095	700	0					
	0171-053-01, 0171 053-02, 0171-053-03, 0171-053-04, 0171-053-05, 0171 053-06, 0171-053-06, 0171-251-06, 0171-251-07, 0171 251-08, 0171-251-09, 0171-251-10	100 W. Redlands Blvd.	State Street Village mixed use project	Conditional Use Permit No. 1155, Commission Review & Approval No. 933, TTM No. 20425	5+	R	3/2/2022	0	0	0	0	0	0	700	700	700		No	No	N/A	Approved	SB 330 Preliminary Housing Application
	0174-281-13, 0299 213-11, 0299-213-12, 0299-213-13, 0299-213-14, and 0299-213-21	Wabash Ave. north side of Reservoir Rd.	Crest Grove Residential Subdivision	TTM No. 20320, Conditional Use Permit No. 1148 (PRD)	SFD	O	7/16/2020	0	0	0	0	0	0	67	67	67		No	No	N/A	Approved	
	0168-132-05	Southwest corner Wabash Ave. and E. San Bernardino Ave.	Citrus Estates Residential Subdivision	TTM No. 20473, Conditional Use Permit No. 1163 (PRD)	SFD	O	10/27/2021	0	0	0	0	0	0	98	98	98		No	No	N/A	Approved	
	0167-041-01	Texas St. north of Domestic Ave.	TTM No. 20520 Residential Subdivision	TTM No. 20520, Conditional Use Permit No. 1167 (PRD)	SFD	O	1/24/2022	0	0	0	0	0	0	35	35			No	No	N/A	Pending	
	0167-171-04, 0167 171-05, 0167-171-06	Northwest corner of W. Lugonia Ave. and Karon St.	Lugonia Village	TTM No. 40490 & 40491, GPA No. 143, Amendment 48 to Specific Plan 40, CRA Nos. 940, 941, 942	5+	R	11/2/2022	21	0	0	0	0	0	415	436			No	No	N/A	Pending	SB 330 Preliminary Housing Application
	0170-221-55	Between Judson St. and Grove St., north of Central Ave.	Village at Orange Blossom	Conditional Use Permit No. 1169 (converted to Commission Review & Approval permit)	5+	R	5/4/2022	0	0	0	0	0	0	108	108			No	Yes	Yes	Pending	Senior housing (55+)
	0167-061-01, 0167 061-03	1180 W. Pioneer Ave.	TTM No. 20528 Residential Subdivision	TTM No. 20528	SFD	O	8/22/2022	0	0	0	0	0	0	117	117			No	No	No	Pending	
	0292-482-01	1600 Orange Ave.	Luxview Apartments Phase 2	Commission Review & Approval No. 958	5+	R	12/15/2022	164	0	0	0	0	0	0	164			No	Yes	Yes	Pending	164 total DU affordable housing w/ proposed density bonus
	0167-171-14, 0167 171-07	1050 W. Lugonia Ave.	Tennesse Village	Amendment No. 49 to Specific Plan 40, CUP No. 1173, Commission Review & Approval No. 956	5+	R	11/7/2022	22	0	0	0	0	0	438	460			No	Yes	Yes	Pending	20% density bonus proposed
	0167-171-04, 0167 171-05, 0167-171-06	Northwest corner of W. Lugonia Ave. and Karon St.	Lugonia Village	TTM No. 40490 & 40491, GPA No. 143, Amendment 48 to Specific Plan 40, CRA Nos. 940, 941, 942	SFA	O	11/2/2022	0	0	0	0	0	0	56	56			No	No	N/A	Pending	SB 330 Preliminary Housing Application
	0167-171-04, 0167 171-05, 0167-171-06	Northwest corner of W. Lugonia Ave. and Karon St.	Lugonia Village	TTM No. 40490 & 40491, GPA No. 143, Amendment 48 to Specific Plan 40, CRA Nos. 940, 941, 942	SFD	O	11/2/2022	0	0	0	0	0	0	19	19			No	No	N/A	Pending	SB 330 Preliminary Housing Application

Jurisdiction	Redlands	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

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Cells in grey contain auto-calculation formulas

Table A2
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								Affordability by Household Incomes - Building Permits								
1					2	3	4							5	6	7						8	9
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0		0	0	2	0	5	0	7	72		86
	016906306	831 WASHINGTON ST		B20-01430	ADU	R							0		0				1				3/21/2022	1
	016908405	1018 HERALD ST		B21-01848	ADU	R							0		0				1				4/4/2022	1
	17002106	922 E BROCKTON AVE		B21-00654	ADU	R							0		0		1						6/28/2022	1
	017005140	1305 CAMPUS AVE		B21-01787	ADU	R							0		0				1				2/14/2022	1
	017322118	826 ALVARADO ST UNIT 2		B21-02281	ADU	R							0		0				1				4/7/2022	1
	017324218	918 BANYAN DR		B22-00137	ADU	R							0		0						1		8/4/2022	1
	017402128	1340 PROSPECT DR		B21-01943	ADU	R							0		0						1		1/26/2022	1
	017529311	807 ROBINHOOD LN UNIT 2		B22-01802	ADU	R							0		0				1				12/12/2022	1
	017609310	102 WESTWOOD LN		B21-02174	ADU	R							0		0						1		3/21/2022	1
	017618209	534 E MARIPOSA DRIVE		B21-02069	ADU	R							0		0						1		3/11/2022	1
	017623205	545 FAIRWAY DR		B21-02238	ADU	R							0		0						1		8/30/2022	1
	017644121	1609 GARDEN STREET		B21-01874	ADU	R							0		0						1		1/25/2022	1
	121233131	913 E LUGONIA AVE		B21-01979	ADU	R							0		0		1						3/28/2022	1
	17214115	460 TERRACINA BLVD		B22-00612	SFD	O							0		0							1	4/26/2022	1
	17214111	470 TERRACINA BLVD		B22-01610	SFD	O							0		0							1	7/5/2022	1
	17214107	480 TERRACINA BLVD		B22-00611	SFD	O							0		0							1	4/26/2022	1
	017214108	490 TERRACINA BLVD		B22-00609	SFD	O							0		0							1	4/26/2022	1
29215221	0292-154-26	10796 NEW JERSEY STREET		B22-00139	SFD	O							0		0							1	2/3/2022	1
	29216505	27045 W CITRUS AVE		B21-01775	SFD	O							0		0							1	8/9/2022	1
	29314132	110 TERRACINA BLVD		B22-00084	SFD	O							0		0							1	2/1/2022	1
0167-091-02, 0167-091-04, 0167-091-05, 0167-091-08	016709102	1662 SUNNY HEIGHTS LANE		B21-02369	SFD	O							0	6/16/2020	0							1	1/10/2022	1
"	016709102	1630 SUNNY HEIGHTS LANE		B21-02390	SFD	O							0	6/16/2020	0							1	1/10/2022	1
"	016709102	1638 SUNNY HEIGHTS LANE		B21-02397	SFD	O							0	6/16/2020	0							1	1/10/2022	1
"	016709102	1646 SUNNY HEIGHTS LANE		B21-02399	SFD	O							0	6/16/2020	0							1	1/10/2022	1
"	016709102	1650 CAMELLIA LANE		B21-02419	SFD	O							0	6/16/2020	0							1	1/10/2022	1
"	016709102	1648 CAMELLIA LANE		B21-02421	SFD	O							0	6/16/2020	0							1	1/10/2022	1
"	016709102	1644 CAMELLIA LANE		B21-02436	SFD	O							0	6/16/2020	0							1	1/10/2022	1
"	016709102	1647 CAMELLIA LANE		B21-02438	SFD	O							0	6/16/2020	0							1	1/10/2022	1
"	016709102	1651 CAMELLIA LANE		B21-02439	SFD	O							0	6/16/2020	0							1	1/10/2022	1
"	016709102	1655 CAMELLIA LANE		B21-02440	SFD	O							0	6/16/2020	0							1	1/10/2022	1
"	016709104	1640 CAMELLIA AVE		B21-01454	SFD	O							0	6/16/2020	0							1	9/29/2021	1
"	016709104	1630 CAMELLIA LANE		B21-01455	SFD	O							0	6/16/2020	0							1	9/29/2021	1
"	016709104	1630 CAMELLIA LANE		B21-01455	SFD	O							0	6/16/2020	0							1	9/29/2021	1
"	016709108	1643 GOLD MEDAL LANE		B21-00308	SFD	O							0	6/16/2020	0							1	9/29/2021	1
"	016709108	1638 GOLD MEDAL LANE		B21-00309	SFD	O							0	6/16/2020	0							1	9/29/2021	1
"	016709108	1676 GOLD MEDAL LANE		B21-01450	SFD	O							0	6/16/2020	0							1	9/29/2021	1
"	016709108	1668 GOLD MEDAL LANE		B21-01451	SFD	O							0	6/16/2020	0							1	9/29/2021	1
"	016709108	1636 CAMELLIA LANE		B21-01453	SFD	O							0	6/16/2020	0							1	9/29/2021	1
"	016709108	1636 CAMELLIA LANE		B21-01453	SFD	O							0	6/16/2020	0							1	9/29/2021	1
"	016746202	1728 SUNNY HEIGHTS LN		B22-00327	SFD	O							0	6/16/2020	0							1	2/16/2022	1
"	016746203	1736 SUNNY HEIGHTS LN		B22-00328	SFD	O							0	6/16/2020	0							1	2/16/2022	1
"	016746204	1744 SUNNY HEIGHTS LN		B22-00329	SFD	O							0	6/16/2020	0							1	2/16/2022	1
"	016746205	1752 SUNNY HEIGHTS LN		B22-00330	SFD	O							0	6/16/2020	0							1	2/16/2022	1
"	016746206	1760 SUNNY HEIGHTS LN		B22-00331	SFD	O							0	6/16/2020	0							1	2/16/2022	1
"	016746207	1768 SUNNY HEIGHTS LN		B22-00333	SFD	O							0	6/16/2020	0							1	2/16/2022	1
"	016746208	1776 SUNNY HEIGHTS LN		B22-00334	SFD	O							0	6/16/2020	0							1	2/16/2022	1
"	016746209	1707 CAMELLIA LN		B22-00467	SFD	O							0	6/16/2020	0							1	3/22/2022	1
"	016746210	1721 CAMELLIA LN		B22-00468	SFD	O							0	6/16/2020	0							1	3/22/2022	1
"	016746212	1735 CAMELLIA LN		B22-00969	SFD	O							0	6/16/2020	0							1	5/18/2022	1
"	016746213	1741 CAMELLIA LN		B22-00979	SFD	O							0	6/16/2020	0							1	5/18/2022	1
"	016746214	1749 CAMELLIA LN		B22-00980	SFD	O							0	6/16/2020	0							1	5/18/2022	1
"	016746330	882 ROYAL NIGHT TRAIL		B22-00932	SFD	O							0	6/16/2020	0							1	5/18/2022	1
"	016746330	866 ROYAL KNIGHT TRL		B22-00954	SFD	O							0	6/16/2020	0							1	5/18/2022	1
"	016746331	874 ROYAL KNIGHT TRL		B22-00953	SFD	O							0	6/16/2020	0							1	5/18/2022	1
"	016746333	858 ROYAL KNIGHT TRL		B22-00955	SFD	O							0	6/16/2020	0							1	5/19/2022	1
"	016746342	859 ROYAL KNIGHT TRL		B22-00956	SFD	O							0	6/16/2020	0							1	5/19/2022	1

Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?+	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N+	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/ Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the Incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes+
0	0	0	0	0	0	0		0	0	0						7		0					
						0		0	0	N	Y												
						0		0	0	N	Y												
						0		0	0	N	Y												
						0		0	0	N	Y												
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						0		0	0	N	Y												
						0		0	0	N						1	Demolished	O					Vacant SFD
						0		0	0	N						1	Demolished	O					Vacant SFD
						0		0	0	N						1	Demolished	O					Vacant SFD
						0		0	0	N						1	Demolished	O					Vacant SFD
						0		0	0	N						1	Destroyed	O					Vacant SFD
						0		0	0	N						1	Demolished	O					Vacant SFD
						0		0	0	N						1	Demolished	O					Vacant SFD
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						0		0	0	N	Y												
						0		0	0	N	Y												
						0		0	0	N	Y												

Jurisdiction	Redlands	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

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"	016746343	867 ROYAL KNIGHT TRL	B22-00957	SFD	O							0	6/16/2020	0						1	5/19/2022	1
"	016746344	881 ROYAL KNIGHT TRL	B22-00958	SFD	O							0	6/16/2020	0						1	5/19/2022	1
"	016746362	1768 CAMELLIA LN	B22-00962	SFD	O							0	6/16/2020	0						1	5/18/2022	1
"	016746363	1760 CAMELLIA LN	B22-00964	SFD	O							0	6/16/2020	0						1	5/18/2022	1
"	016746364	1754 CAMELLIA LN	B22-00966	SFD	O							0	6/16/2020	0						1	5/18/2022	1
"	016746365	1746 CAMELLIA LN	B22-00967	SFD	O							0	6/16/2020	0						1	5/18/2022	1
"	016746366	1738 CAMELLIA LN	B22-00968	SFD	O							0	6/16/2020	0						1	5/20/2022	1
"	016746367	1730 CAMELLIA LN	B22-00464	SFD	O							0	6/16/2020	0						1	3/22/2022	1
"	016746367	1727 CAMELLIA LN	B22-00469	SFD	O							0	6/16/2020	0						1	3/22/2022	1
"	016746368	1724 CAMELLIA LN	B22-00465	SFD	O							0	6/16/2020	0						1	3/22/2022	1
"	016746369	1710 CAMELLIA LN	B22-00466	SFD	O							0	6/16/2020	0						1	3/22/2022	1
"	016747305	1686 MARDI GRAS LN	B21-02050	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747308	1665 SUNNY HEIGHTS LANE	B22-00162	SFD	O							0	6/16/2020	0						1	2/8/2022	1
"	016747309	1673 SUNNY HEIGHTS LN	B22-00163	SFD	O							0	6/16/2020	0						1	2/8/2022	1
"	016747310	1681 SUNNY HEIGHTS LANE	B22-00164	SFD	O							0	6/16/2020	0						1	2/8/2022	1
"	016747311	1695 SUNNY HEIGHTS LANE	B22-00165	SFD	O							0	6/16/2020	0						1	2/8/2022	1
"	016747312	1705 SUNNY HEIGHTS LANE	B22-00166	SFD	O							0	6/16/2020	0						1	2/8/2022	1
"	016747319	1645 MARDI GRAS LN	B21-02398	SFD	O							0	6/16/2020	0						1	1/10/2022	1
"	016747320	1649 MARDI GRAS LN	B21-02400	SFD	O							0	6/16/2020	0						1	1/10/2022	1
"	016747321	1655 MARDI GRAS LN	B21-02391	SFD	O							0	6/16/2020	0						1	1/10/2022	1
"	016747323	1663 MARDI GRAS LN	B21-02054	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747323	1663 MARDI GRAS LN	B21-02054	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747324	1667 MARDI GRAS LN	B21-02055	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747324	1667 MARDI GRAS LN	B21-02055	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747326	1679 MARDI GRAS LN	B21-02057	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747326	1679 MARDI GRAS LN	B21-02057	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747327	1687 MARDI GRAS LN	B21-02058	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747327	1687 MARDI GRAS LN	B21-02058	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747345	1704 CAMELLIA LN	B22-00318	SFD	O							0	6/16/2020	0						1	2/25/2022	1
"	016747346	1696 CAMELLIA LN	B22-00319	SFD	O							0	6/16/2020	0						1	2/25/2022	1
"	016747348	1676 CAMELLIA LN	B22-00321	SFD	O							0	6/16/2020	0						1	2/25/2022	1
"	016747349	1664 CAMELLIA LN	B22-00228	SFD	O							0	6/16/2020	0						1	2/24/2022	1
"	016747350	1660 CAMELLIA LN	B22-00229	SFD	O							0	6/16/2020	0						1	2/24/2022	1
"	016747362	1659 CAMELLIA LN	B22-00230	SFD	O							0	6/16/2020	0						1	2/24/2022	1
"	016747363	962 DAHLIA AVE	B21-02059	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747364	954 DAHLIA AVE	B21-02060	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747365	946 DAHLIA AVE	B21-02061	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747368	926 DAHLIA AVE	B21-00315	SFD	O							0	6/16/2020	0						1	9/29/2021	1
"	016747369	918 DAHLIA AVE	B21-00314	SFD	O							0	6/16/2020	0						1	9/29/2021	1
"	016747401	1700 SUNNY HEIGHTS LANE	B22-00168	SFD	O							0	6/16/2020	0						1	2/8/2022	1
"	016747401	1700 SUNNY HEIGHTS LANE	B22-00168	SFD	O							0	6/16/2020	0						1	2/8/2022	1
"	016747406	1654 SUNNY HEIGHTS LANE	B21-02385	SFD	O							0	6/16/2020	0						1	1/10/2022	1
"	016747418	979 DAHLIA AVENUE	B22-00232	SFD	O							0	6/16/2020	0						1	2/24/2022	1
"	016747418	983 DAHLIA AVENUE	B22-00233	SFD	O							0	6/16/2020	0						1	2/24/2022	1
"	016747418	987 DAHLIA AVENUE	B22-00234	SFD	O							0	6/16/2020	0						1	2/24/2022	1
"	016747418	1665 CAMELLIA LANE	B22-00235	SFD	O							0	6/16/2020	0						1	2/24/2022	1
"	016747426	949 DAHLIA AVE	B21-02064	SFD	O							0	6/16/2020	0						1	11/4/2021	1
"	016747429	975 DAHLIA AVENUE	B22-00231	SFD	O							0	6/16/2020	0						1	2/24/2022	1
"	016747434	1671 CAMELLIA LN	B22-00242	SFD	O							0	6/16/2020	0						1	2/24/2022	1
"	016747435	1679 CAMELLIA LN	B22-00322	SFD	O							0	6/16/2020	0						1	2/25/2022	1
"	016747436	1685 CAMELLIA LN	B22-00323	SFD	O							0	6/16/2020	0						1	2/25/2022	1
"	016747437	1693 CAMELLIA LN	B22-00324	SFD	O							0	6/16/2020	0						1	2/25/2022	1
"	016747438	1699 CAMELLIA LN	B22-00325	SFD	O							0	6/16/2020	0						1	2/25/2022	1
0168-161-04, 0168-161-05, 0168-161-06, 0168-161-07	016892129	1410 GALWAY AVE	B20-01262	SFD	O							0	6/19/2018	0						1	8/31/2020	1
0168-161-04, 0168-161-05, 0168-161-06, 0168-161-07	016892152	1419 GALWAY AVE	B20-01266	SFD	O							0	6/19/2018	0						1	8/31/2020	1
	016903501	906 LAWTON STREET	B20-01473	SFD	O							0		0						1	5/13/2021	1
	017033201	601 GEORGIA ST	B21-00380	ADU	R							0		0					1		1/10/2022	1
	029408131	13302 SAN TIMOTEO CANYON ROAD	B20-00841	SFD	O							0		0						1	9/22/2020	1
	029408133	13320 SAN TIMOTEO CANYON RD	B20-00888	SFD	O							0		0						1	9/28/2020	1
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Jurisdiction	Redlands	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

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This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1		2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2021-10/14/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	967	-	-	-	-	-	-	-	-	-	-	3	964
	Non-Deed Restricted		1	-	2	-	-	-	-	-	-	-		
Low	Deed Restricted	615	-	-	-	-	-	-	-	-	-	-	12	603
	Non-Deed Restricted		6	1	5	-	-	-	-	-	-	-		
Moderate	Deed Restricted	652	-	-	-	-	-	-	-	-	-	-	19	633
	Non-Deed Restricted		6	6	7	-	-	-	-	-	-	-		
Above Moderate		1,282	332	5	102	-	-	-	-	-	-	-	439	843
Total RHNA		**3,516**												
Total Units			**345**	**12**	**116**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**473**	**3,043**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5		2021	2022	2023	2024	2025	2026	2027	2028	2029	6	7
	Extremely low-Income Need											**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	484		-	-	-	-	-	-	-	-	-	-	484

*Extremely low-income houisng need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Redlands	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

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Jurisdiction	Redlands	
Reporting Year	2022	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
1.1-1 RHNA Rezoning	Within three years of Housing Element adoption, rezone land to provide adequate capacity for at least 4,219 units on suitable sites. - 1,898 very low and low income units - 782 moderate Income units - 1,538 above moderate income units The rezoning program would rezone a minimum of 119 acres and provide for 30 du/ac with a minimum density of 20 du/ac for lower-income sites. Each site will be able to accommodate a minimum of 16 units. The City will incorporate a replacement housing provision for any sites with existing residential use and will permit multifamily uses without discretionary action. This program shall comply with all applicable provisions of Government Code section 65583.2.	Oct-24	In progress

1.1-2 Voter Measure Analysis	The City will conduct a detailed legal analysis of all aspects of Measure U, and any future voter measures, to evaluate the consistency of the Measure(s) provisions with State housing laws. The City will interpret voter measures, and take any other action as necessary, in a manner that facilitates compliance with the RHNA, addressing constraints on housing and other State housing laws, and will adopt City policies accordingly.	Dec-23	In progress
1.1-3 Transit Villages Specific Plan	Adopt the Transit Villages Specific Plan by the end of 2022 to allow for greater residential development around the three new light rail stations, and implement objective design standards with a form-based code. Use the TVSP to facilitate smart-growth planning principles, downtown revitalization, and infill development. The TVSP will allow for residential densities per the 2035 General Plan and6th Cycle Housing Element and allow multi-family residential uses. TVSP area is a total of 947 acres. Draft TVSP use list allows multiple housing types by-right (Permitted use) including supportive and transitional housing. This program shall comply with all applicable provisions of Government Code section 65583.2.	Dec-22	Completed. Transit Villages Specific Plan adopted on 10/18/2022.

1.1-4 By-Right Approval of Projects with 20 Percent Affordable Units on “Reused” Site	Pursuant to AB 1397, amend the Zoning Ordinance to require by-right approval of housing development that includes 20 percent of the units as housing affordable to lower-income households, on sites being used to meet the 6th Cycle RHNA that represent “reuse sites” previously identified in the 4th and 5th Cycles Housing Element, and on sites that are being rezoned to accommodate the lower-income RHNA. This program shall comply with allapplicable provisions of Government Code section 65583.2.	Oct-24	Not yet started
1.1-5 No Net Loss Monitoring	Pursuant to SB 166 (No Net Loss), the City will develop a procedure to track: • Unit count and income/affordability assumed on parcels included in the sites inventory. • Actual units constructed and income/affordability when parcels are developed. • Net change in capacity and summary of remaining capacity in meeting remaining RHNA.	Development of the procedure by October 2022, ongoing maintenance thereafter	Not yet started
1.1-6 Minimum Densities	Amend the Zoning Ordinance to establish minimum densities for residential and mixed-use zones to ensure that residential projects are developed close to their maximum densities (70% of the maximum allowed by base-zoning).	Oct-24	Not yet started
1.1-7 Achieving the General Plan Densities	Amend the zoning ordinance and development standards to ensure it is consistent with the Redlands 2035 General Plan. Specifically, ensure each implementing zone allows up to the maximum permitted by the General Plan, pursuant to AB 3194.	Oct-24	In progress

1.1-8 Development of Non-Vacant Sites	Establish an outreach and coordination program through the Economic Development Division to connect developers, builders, and owners of non-vacant sites. Program shall: (1) Emphasize reaching out to owners of on-vacant sites to discuss any interest in redeveloping and available incentives. (2) Marketing and advertising these sites to the development community along with any incentives that might be available. (3) Establish quarterly meetings with developers and builders.	Initiate by October 2022, and maintain throughout planning period on a quarterly basis.	Not yet started

1.1-9 Lot Consolidation and Small Site Development	Planning Staff will develop a menu of possible incentives for lot consolidation and bring the matter to the City Council for decision. The incentive package is intended to achieve orderly development, improve pedestrian activity, and implement the goals, policies, and objectives of the Housing Element. The resulting lot consolidation incentive program will include an annual outreach component to contact property owners and potential developers of housing affordable to lower income households. The following incentives will be brought forward by Staff for consideration by at the discretion of the (Planning Commission/City Council): (1) Parking reduction (2) Alternative parking arrangements (3) Signage bonus. City shall advertise and promote lot consolidation provisions to existing property owners and prospective mixed-use developers.	Develop incentives by October 2022 and adopt Zoning Ordinance Amendment by October 2023; outreach conducted annually	Not yet started

1.1-10 Reuse of Single-Family Dwelllings	The City will perform annual outreach to property owners of single-family dwellings in multi-family districts to make them aware of the opportunity to convert the single-family building to a multi-family building. Specific and enhanced outreach will be targeted to residents in high opportunity areas, particularly in South Redlands. Single-family dwellings in the R-2, R-2-2000, and R-3 districts are eligible for reuse. City will provide technical assistance with planning and permitting. The City will amend development standards to prevent non-conforming situations during reuse of single-family dwellings.	Initiate outreach in 2023. Amend development standards in 2023.	Not yet started
1.1-11 Housing Overlay for Educational and Religious Properties	The City will establish a housing overlay district which would permit housing as an accessory use on educational and religious parcels. The overlay includes approximately 673 acres on 171 parcels in the City. The overlay will have an inclusionary requirement to promote affordable housing, and will be studied in conjunction with Program 1.3-2. The City will conduct outreach through website information and property owner outreach on an annual basis to inform property owners of the Housing Overlay. The City will provide technical planning and entitlement assistance to applicants.	Oct-23	Not yet started
1.2-1 Emergency Shelters	Update the zoning ordinance to amend standards for emergency shelters to comply with recent changes to state law (AB 139).	Oct-23	In progress

1.2-2 Low Barrier Navigation Centers	Update the zoning ordinance to provide opportunities for Low Barrier Navigation Centers to comply with recent changes to state law (AB 101).	Oct-23	In progress
1.2-3 Transitional and Supportive Housing	Update the zoning ordinance to comply with changes to state law regarding Transitional and Supportive Housing, including allowing supportive housing by-right in zones where multifamily and mixed uses are permitted, pursuant to Government Code section 65651. (SB 745 and AB 2162).	Oct-23	In progress
1.2-4 SRO Ordinance	Adopt a Single Room Occupancy (SRO) ordinance to provide additional housing opportunity for low- and very low-income households near the planned Metrolink/Arrow light rail stations.	Oct-22	In progress
1.2-5 Group Homes	Review zoning provisions for large group homes (7+ persons) and implement mitigating strategies to remove potential constraints on the production of large group homes. Ensure zoning standards facilitate approval certainty and objectivity in the development of large group homes. Amend the Zoning Ordinance to allow group homes in all zones that allow residential uses. Amend Zoning Ordinance to clarify group homes/ community care facilities of 6 or fewer people do not need to be licensed by the State.	Oct-22	In progress
1.2-6 FAR based development fees	Study and consider FAR based development fees (as opposed to unit based fees) to create financial incentives for the creation of additional units.	Jun-25	Not yet started

1.2-7 Amend Development Standards	Amend parking requirements, open-space standards, and setbacks for multi-family properties to further incentivize and encourage higher density development.	Dec-23	Not yet started
1.2-8 Ballot Measures: SECBS	Ensure that Socio Economic Cost Benefit Studies are reviewed and analyzed in an objective manner. Develop objective standards and thresholds for the SECBS checklist. By October 2024, complete a City-initiated study that evaluates the effectiveness of measures and consider alternative actions if needed.	Oct-23	Not yet started
1.2-9 Ballot Measures: Environmental Impacts	Clarify and implement the "no environmental impact" provision of the ballot measures to allow and mitigate potentially significant impacts as allowed by CEQA .	Oct-23	Not yet started
1.2-10 Objective Desiign Standards: SB 330	Pursuant to SB 330, review and revise development standards and design guidelines by the end of 2023 to ensure City requirements are objective, neutral, and feasible. Prior to the adoption of objective standards, City will continue to apply current standards in an objective manner.	Dec-23	Not yet started
1.2-11 Density Bonus Update	Amend the Density Bonus Ordinance to comply with recent changes to state law (AB 2345).	Oct-24	Not yet started
1.2-12 Mixed Uses in Commercial Zones	Amend the City's C-3, C-4, and A-P zones to create objective standards for mixed-uses and facilitate the redevelopment of commercial sites to mixed-use.	Oct-24	Not yet started
1.2-13 Remove CUP Requirement for Multi-Family Developments	Amend the zoning ordinance to remove the conditional use permit requirement for multi-family developments of 35 units or more.	Oct-24	In progress

1.2-14 Waive preapplication fee for affordable housing projects	Mitigate non-governmental and financial constraints by waiving pre-application meeting fees and providing technical assistance to housing projects that propose to provide below market-rate units. Provide expedited processing for projects that propose low-income, extremely low-income, or special needs units.	Oct-22	In progress
1.2-15 Non-governmental constraints. Environmental Information Mapped	Continue to provide information and maps of known environmental constraints at the planning and zoning counter to provide additional clarity and certainty and mitigate non-governmental constraints for project applicants.	On-going	On-going
1.2-16 Floodplain Development	Review the City's development standards (such as setbacks, lot dimensions, etc.) within the floodplain to reduce the need for variances for projects needing to elevate structures to meet FEMA floodplain requirements. Current code requires buildings to be sited near the sidewalk for urban development, however this presents challenges with elevating building pads out of the flood zone.	Dec-23	On-going; Transit Villages Specific Plan adopted on 10/18/2022 and is being implement (on-going).
1.2-17 Definition of Family	Amend the definition of family to comply with state law.	Dec-22	In progress

1.2-18 Employee and Farmworker Housing	Pursuant to Health and Safety Code section 17021.5, define and permit employee housing in compliance with the Employee Housing Act. Revise zoning to allow farmworker housing in all agricultural zones throughout the City. Pursuant to Health and Safety Code section 17021.6, employee housing for six or fewer employees is treated as a single-family structure and permitted in the same manner as other dwellings of the same type in the same zone. Employee housing consisting of no more than 12 units or 36 beds to be permitted in the same manner as other agricultural uses in the same zone. Revise zoning to allow employee housing in all applicable zones throughout the City.	Dec-22	In progress
1.2-19 Streamlined Ministerial Approval Permit Procedures	The City will review its approval processes to ensure it accommodates streamlined applications, pursuant to Senate Bill 35.	On-going	On-going
1.2-20 Extend Affordability Covenant Time Length	The City will extend the affordability covenant time length from 55 years to 99 years.	Oct-23	In progress
1.2-21 Proportional Impact Fees	The City will revise its development impact fees for residential uses so that the fee is proportional to the size of the unit. The City will also provide an explanation of each fee to comply with transparency provisions of AB 602 and AB 1483.	Dec-23	Not yet started

1.3-1 Surplus Lands	Annually review and assess City-owned properties and determine if they are considered "surplus lands" pursuant to the Surplus Lands Act. Dispose of any surplus property pursuant to the act and HCD guidance. City will initiate zone changes when dispensing of surplus land to facilitate housing development for extremely low, low, and moderate income households. The City will provide technical planning assistance to the acquiring party to facilitate efficient permit processing and will inform the acquiring party of all available incentives, i.e., lot consolidation, density bonus, etc.	Annually review City-owned parcels; perform appropriate rezoning as parcels are dispensed. Seek to dispense or lease parcels twice in the planning period.	On-going
1.3-2 Inclusionary Housing Ordinance	Conduct a feasibility study on the financial viability and potential of an inclusionary housing ordinance. If appropriate and financially feasible, adopt an inclusionary ordinance to require the development of housing units for extremely low, low, and moderate income households.	Complete feasibility study by October 2023; bring forward inclusionary ordinance within 6 months of study completion.	Draft feasibility study completed; Planning Commisison public hearings on-going in early 2023; City Council hearing in mid-2023.
1.3-3 Displacement Prevention (SB 330 and AB 1397)	Pursuant to State law, amend the Zoning Ordinance by the end of 2022 to require the replacement of units affordable to the same or lower income level as a condition of any development on a non-vacant site consistent with those requirements set forth in the State Density Bonus Law.	Dec-22	In progress
1.3-4 Priority Water and Wastewater Service for Affordable Housing Developments	Adopt written policies and procedures consistent with State law.	Oct-22	Not yet started

1.3-5 Rental Inspection Program / Landlord Registration	The Rental Inspection Program enhances the quality of rental properties and thereby the quality of life for tenants throughout the City and ensures that all rental properties are maintained in accordance with City standards. City inspectors inspect rental properties for exterior code violations and will issue corrective reports to property owners/landlords. Examples of reportable issues include: roof leaks, unsafe fire conditions, unsafe stairs, unmaintained landscaping or parking/driving areas.	On-going	On-going
1.3-6 Outreach and Education	Educate and inform landlords about AFFH through continuation of the Crime Free Program. Provide information and educational materials for Housing Choice Vouchers, foreclosure assistance programs, the state's new source of income protection (SB 329 and SB 222) on the City website and at the public counter.	Initiate by October 2022. Provide materials on an on-going basis. The website will be updated annually.	In progress
1.3-7 Homeless Support	Administer CDBG funds received from the County to service providers including local nonprofits. Prioritize funds that will assist with the development of housing for the unhoused population.	On-going	On-going; Redlands Home Key homeless housing center opened in December 2022.
1.3-8 Homeless Assistance Program	Continue the operation of homeless assistance program through the Police Department. Assist in connecting homeless individuals to local service providers, as well as continue to fund for shelter beds with available grant funding and donations.	On-going	On-going; Redlands Home Key homeless housing center opened in December 2022.

1.3-9 Facilitate Tenant Protection Act of 2019 (AB 1482) Compliance	Ensure compliance with new state tenant protection measures, including maximum annual rent increases, just cause evictions, and financial compensation requirements to stabilize residents living in areas at risk of displacement, including the area of high segregation and poverty in downtown Redlands. In coordination with Program 1.5-11, provide information to landlords and tenants regarding tenant protections and post information online and in community centers.	Ongoing. Post information within 6 months of housing element adoption. Distribute materials at outreach events twice annually.	Completed and on-going. Information for landlords tenants is provided on city's Housing webpage, and updated as needed (implementaiton is on-going).
1.3-10 Project HomeKey: Supportive and Affordable Housing	They City will establish 98 supportive housing units by converting an existing motel. The City has executed a Memorandum of Understanding with Shangri-La Industries (motel owner) and Step-Up on Second (supportive services operator).	Begin housing operations in 2024 or as soon after construction as possible	Completed. Redlands Home Key homeless housing center opened in December 2022 and began housing the target poulation in January 2023.
1.3-11 Housing Solutions Coordinator	The City will establish a position for a Homeless Solutions Coordinator (HCS). The HCS will collaborate with existing non-profits and county agencies to connect both transitory and chronically homeless individuals with resources and services, including housing, education, job assistance, medical services, and substance abuse counseling.	Fill HCS position by October 2022	Position is filled.
1.3-12 Single Room Occupancy	See program 1.2-4. (Adopt a Single Room Occupancy (SRO) ordinance to provide additional housing opportunity for low- and very low-income households near the planned Metrolink/Arrow light rail stations.)	Oct-22	In progress

1.4-1 Preservation of at-risk housing	The City has an inventory of 120 publicly assisted housing units affordable to lower income households. These units are deed restricted for long-term affordability. Between October 15, 2021 and October 2029, 60 publicly assisted units at the Citrus Arms development are on a 5-year contract which has historically been renewed, however are considered at risk of converting to market rate housing. - Monitor Project Status Annually - Ensure property owners comply with extended noticing requirements under state law. - Include preservation as an eligible use in notices of funding availability. - Proactively coordinate with qualified entities. -Assist with funding or support funding applications. -Educate, support and assist tenants.	Annually	On-going
1.4-2 Rehabilitate and improve condition of existing affordable housing stock	Make available on the City website and at the Planning Department information on programs and resources available to property owners for assistance with home repairs and improvements. Direct information to property owners in low resource areas by conducting outreach once annually.	On-going	On-going

1.5-1 Place Based Improvements	The City applies for and receives an annual allocation of CDBG funds from the County. These funds are used to install and upgrade public facilities (sidewalks, alleyways, ADA accessibility improvements) in lower income neighborhoods or where civic services are offered. Prioritize CDBG funds for the development of low income housing and special needs housing, with place based improvements surrounding those projects. Specific improvements the City plans to undertake are: • Development of a 98-unit permanent affordable housing complex complete with supportive services (FY 23). • Citywide street repaving project prioritized based on road condition (ongoing). • Renovations to Texonia Park (north Redlands) (FY '23). • Creation of a football field at Crafton Park (FY '23). • Restroom structure replacement at Sylvan Park (north Redlands) and Ford Park (east Redlands) (FY '23). As noted in Program 1.1-3. Place-based improvements from the Transit Village Specific Plan include: • Pedestrian and bicycle connections between the train station and the neighborhoods located north of the freeway in the New York Street Station area • Completing the Orange Blossom Trail	Annually apply for CDBG funds, specific place based CIP projects per the CIP schedule	Transit Villages Specific Plan completed and adopted on 10/18/2022, and implementaiton is on-going (through individual development project proposals and various City capital improvements when feasible).
1.5-2 Coordinate with Inland Fair Housing and Mediation Board	Continue to utilize the County's contract with the Inland Fair Housing and Mediation Board to provide fair housing services, testing, and resources to residents of Redlands.	On-going	On-going

1.5-3 Promotion of Fair Housing Information	Publicize Fair Housing Information, including information about tenants' rights, landlord requirements, and recent litigation on the City's website, social media platforms, and through physical promotional material (e.g., flyers, posters).	On-going	Completed. Fair Housing information provided on city's Housing webpage, and updated as needed (implementaiton is on-going).
1.5-4 Expand fair housing outreach in communities with disproportionate needs	Amend and expand fair housing outreach to facilitate dialogue with communities facing disproportionate needs. Host a community feedback meeting annually to obtain resident feedback on community planning issues, fair housing topics, and ongoing City programs.	On-going	On-going
1.5-5 Fair Housing Reporting	Acquire and analyze data from Inland Fair Housing and Mediation Board annually to review potential areas of fair housing issues.	On-going	On-going
1.5-6 Regional Coordination	Participate in regional efforts and coordination to respond to discrimination and fair housing issues and monitor progress towards addressing impediments to fair housing choice.	On-going	On-going
1.5-7 Enforcement of Fair Housing Laws	Accept Fair Housing violation complaints and forward to the Fair Housing and Mediation Board for enforcement.	On-going	On-going
1.5-8 Increasing Residential Development and Opportunity in Transit Accessible and Smart Growth Areas	Increasing Residential Development and Opportunity in Transit Accessible and Smart Growth Areas	2023	Completed; Transit Villages Specific Plan adopted on 10/18/2022 and being implemented (on-going).

1.5-9 Mobile Home Park Preservation	Continue to implement the Mobile Home Rent Control ordinance to prevent displacement of lower-income and at risk populations.	On-going	On-going
1.5-10 NOFA / Nonprofit Housing Development	Identify funding from federal, State, and local sources to expand affordable housing opportunities within the City and share these opportunities with local service providers and the development community. Prioritize these opportunities to identified developers of low-income housing and supportive housing.	Identify and share information by October 2022. Provide materials on a quarterly basis.	Not yet started
1.5-11 Provide training for multi-family housing landlords	Continue to provide 2-day Crime-Free Multi-Housing/Rental Property Training to multi-family landlords in the City to educate landlords on a wide range of issues including eviction process, Fair Housing issues, tenant screening, acceptance of HCVs as a legitimate source of income, and others. Ensure that landlords are aware of new source of income discrimination laws.	On-going	On-going
1.6-1 Educational Campaign and Information	Promote information and tools available to facilitate ADU construction. Provide easily accessible information on the City's website, at the zoning counter. Coordinate with SBCTA to utilize regional resources and adopt policies, procedures, and standards consistent with neighboring jurisdictions to streamline ADU applications. Encourage ADU and SB 9 production in southern Redlands and high resource areas.	Identify information resources and tools by October 2022 and provide information on an ongoing basis.	Completed. ADU information provided on city's Planning Division's webpage, including current State law, and updated as needed (on-going).

1.6-2 Pre-Approved Plan Sets	Make a variety of pre-approved ADU plan sets available to facilitate reduced applicant cost and expedited review for ADUs. Ensure example plans provide choices and diversity in size to accommodate a variety of household sizes and types.	Oct-22	Completed. ADU information provided on city's Planning Division's webpage, including links to pre-approved building plans (on-going).
1.6-3 Updated ADU Regulations to meet state law	Amend the Zoning Ordinance to address multiple recent changes to state law regarding ADUs (including AB 587, AB 671, AB 68, and SB 13). Monitor state law on an ongoing basis and revise the Zoning Ordinance as appropriate.	Oct-24	In progress
1.6-4 ADU Tracking and Monitoring	Annually monitor the development and affordability of ADUs. If trends indicate a potential shortfall in meeting the estimated ADUs in the sites inventory, consider additional efforts to incentivize ADU production and reassess and revise the overall sites strategy for the RHNA within one year through adjusting ADU capacity assumptions with actual permitted units, and/or identifying additional sites to expand site capacity to the extent necessary to accommodate the RHNA.	On-going	On-going
1.7-1 Reclaimed Water	Continue to require the installation of reclaimed water infrastructure by new development when feasible.	On-going	On-going
1.7-2 Lighting Efficiency	Make available and distribute informational materials during the building permit process about energy-efficient lighting for residential buildings.	Ongoing activity, post information on City website by October 2022	On-going
1.7-3 Pursue Energy Efficient/Alternative Energy Funding	Increase efficiency and pursue alternative energy opportunities.	On-going	On-going

General Comments			

Jurisdiction	Redlands	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Redlands	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Redlands	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2

Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Above Moderate RHNA		Notes
1					2	3	4							5		6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below																

Jurisdiction	Redlands	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

Jurisdiction	Redlands	
Reporting Period	2022	(Jan. 1 - Dec. 31)

NOTE: This table is meant to contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For San Bernardino County jurisdictions, please format the APN's as follows:9999-999-99-9999

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						

Jurisdiction	Redlands	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: SB 9 PROJECTS ONLY. This table only needs to be completed if there were lot splits applied for pursuant to Government Code 66411.7 OR units constructed pursuant to 65852.21.
Units entitled/permitted/constructed must also be reported in Table A2. Applications for these units must be reported in Table A.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: + indicates an optional field

Cells in grey contain auto-calculation formulas

Table I
Units Constructed Pursuant to Government Code 65852.21 and Applications for Lot Splits Pursuant to Government Code 66411.7 (SB9)

Project Identifier				Project Type	Date	Unit Constructed				Notes
1				2	3	4				
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Activity	Date	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Notes
Summary Row: Start Data Entry Below										

Jurisdiction	Redlands	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted Density Bonus	Notes
1				2	3	4							5	6
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Additional Beds Created Due to Density Bonus	Notes
Summary Row: Start Data Entry Below														

Jurisdiction	Redlands	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	2
Low	Deed Restricted	0
	Non-Deed Restricted	5
Moderate	Deed Restricted	0
	Non-Deed Restricted	7
Above Moderate		109
Total Units		**123**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
SFA	0	0	0
SFD	0	95	78
2 to 4	0	0	0
5+	0	0	0
ADU	0	14	5
MH	0	0	0
Total	**0**	**109**	**83**

Housing Applications Summary	
Total Housing Applications Submitted:	9
Number of Proposed Units in All Applications Received:	2,095
Total Housing Units Approved:	865
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Redlands	
Reporting Year	2022	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 300,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Housing Element Update	$241,045.00	$166,272.66	Completed	Local General Fund	Additonal HCD reimbursements pending.
Final EIR for Transit Villages Specific Plan	$58,955.00	$27,263.48	Completed	Other	Additional HCD reimbursements pending. Also w/ SB2 Grant funds.

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		865
Total Units		**865**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	2
Low	Deed Restricted	0
	Non-Deed Restricted	5
Moderate	Deed Restricted	0
	Non-Deed Restricted	7
Above Moderate		109
Total Units		**123**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		83
Total Units		**83**

City Council Meeting **L. 2.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Acceptance of the FY22 Emergency Operations Center Grant Program subrecipent award in the amount of $712,500, for the City of Redlands Emergency Operations Center improvement project, and approve an additional appropriation for the same (Fire Chief Sessler)

MOTION(S):

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

I move to approve the subrecipient award in the amount of $712,500 from the FY22 Emergency Operations Center Grant Program for the City of Redlands Emergency Operations Center Improvement Project, and approve an additional appropriation for the same.

RECOMMENDATION:

Staff recommends the City Council approve the FY22 Emergency Operations Center Grant Program in the amount of $712,500 for the City of Redlands Emergency Operations Center Improvement Project, and approve an additional appropriation for the same.

DISCUSSION:

The FY022 Emergency Operations Center (EOC) Grant Program is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, strategically located, and fully interoperable EOCs with a focus on addressing identified deficiencies and needs. Fully capable emergency operations facilities at the state and local levels are an essential element of a comprehensive national emergency management system and are necessary to ensure continuity of operations and continuity of government in

major disasters or emergencies.

In September 2021, the City of Redlands submitted a grant proposal to the Community Funding Project Program administered by Congressman Pete Aguilar's Office before submitting to CalOES. The grant proposal included a renovation plan for the Redlands Emergency Operations Center.

Having an adequate Emergency Operations Center (EOC) enables inter-jurisdiction coordination and response to emergencies within the Redlands community and surrounding areas. There is an urgent need to remodel and organize the space at the existing EOC so that it functions as an efficient emergency operations center. The proposed improvements include reconfiguring the area for better use of space and to convert the space into a multi-use room for activities such as training, in addition to an emergency response area. Having a multi-use function will help staff/EOC responders be familiar with the room and equipment, which will minimize issues of non-familiarity or equipment failure when an incident or emergency occurs. Upgrades will include modern workspaces for EOC responders, IT/computer and audio visual system upgrades, furniture, equipment, electrical upgrades, and general facility improvements.

ALTERNATIVES:

Not accept award from the Emergency Operations Center Grant Program.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

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

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year: 2023-2024

Revenue Generating: Y

Appropriation Required Y/N: Y

Discussion:

The total cost for the Emergency Operations Renovation Project is $950,000. The FY2022 Emergency Operations Center Grant Program has a cost share requirement of 25% of the total of all project costs. For this project the match will be $237,500. The non-federal entity contribution can be cash (hard match) or in-kind (soft match), such as costs for personnel to oversee the project, or a combination of the two. The Fire Department will be able to charge staff hours as in-kind hours towards the required match, which will decrease the cash match. In addition, there are sufficient funds in the department budget to meet the cash match requirement.

Attachments

Award Letter

Additional Appropriation

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 4, 2022

Bruni Reyes
Redlands Fire Department
City of Redlands
35 Cajon Street, Ste 12
Redlands, CA 92373

SUBJECT: **NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL**
Fiscal Year (FY) 2022 Emergency Operations Center (EOC) Grant Program
Subaward# 2022-0004, Cal OES ID# 071-59962-00
Subaward Performance Period: September 1, 2022, to May 31, 2025

Dear Mr. Reyes:

We are pleased to announce the approval of your FY 2022 EOC Grant Program subaward in the amount of $712,500. Once the completed application is received and approved, you may request reimbursement of eligible subaward expenditures using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a financial hold, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), and the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward performance period.

Subrecipients must obtain additional written approval from Cal OES **prior** to incurring costs involving activities such as aviation, watercraft, allowability requests, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,

MARK S. GHILARDUCCI
Director

Bruni Reyes
Redlands Fire Department

11/30/22
Date

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/21/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Fire

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Betterments & Improvements	200250	8501	F250023	$ 176,458.00
All Other Equipment	200250	8706	F250023	$ 481,250.00
Non-Capital Expenditures	200250	7901	F250023	$ 256,667.00
Reimbursed Expenditures	200250	6912	F250023	-$ 201,875.00
Cash Match	200250	6912	F250023	$ 201,875.00
				$ $ 914,375.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200250	4407	F250023	$ 712,500.00
				$ $ 712,500.00

JUSTIFICATION: Award for FY2022 Emergency Operations Center Grant Program

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **L. 3.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Public Works Contract with Matich Corporation for the Pavement Management Program (PMP) 2022 Street Resurfacing Project for an amount not-to-exceed $4,970,068, approval of a $970,068 additional appropriation from the unassigned PARIS Fund, and determination that the Project is categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine approval of the contract and construction of the PMP 2022 Street Resurfacing Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the PMP 2022 Street Resurfacing Project Plans and Specifications, and award a construction contract to Matich Corporation for an amount not-to-exceed $4,970,068; and

3. I move City Council approval of a $970,068 additional appropriation from the PARIS Fund.

RECOMMENDATION:

Staff recommends City Council determine approval of a contract and construction of the PMP 2022 Street Resurfacing Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act. Staff further

recommends City Council approve the PMP 2022 Street Resurfacing Project Plans and Specifications, award a construction contract to Matich Corporation for an amount not-to-exceed $4,970,068, and authorize an additional appropriation of $970,068 funded by unassigned PARIS Fund.

DISCUSSION:

Upon completion of the Pavement Accelerated Repair Implementation Strategy (PARIS) program in December 2020, staff began developing a strategy to pave the remaining 1/3 of City streets, while performing the necessary preventative maintenance on the 2/3 of City streets that were previously rehabilitated. In July 2019, City Council approved an agreement with Bucknam Infrastructure Group, Inc. (Bucknam) to evaluate the condition of pavement throughout the City and update the PMP database. The condition of City street surfaces was evaluated and rated, and the projected life cycle for each was determined. The PMP 2020 identifies a schedule for maintenance and reconstruction of City streets at the appropriate time intervals in order to extend their overall life expectancy in the most efficient and economical manner. In addition, the PMP 2020 establishes a comprehensive process to prioritize the rehabilitation of the City's street system and is a powerful tool to determine how best to utilize the City's available financial resources.

The updated PMP 2020 includes a project forecasting strategy developed by Bucknam that follows the PMP maintenance and rehabilitation project budgets and addresses the specific needs of each street. Staff utilized the PMP 2020 to prepare plans and specifications for the PMP 2022 Street Resurfacing Project (Project), which includes resurfacing approximately thirty-seven (37) lane miles of streets, selective replacement of curb and gutter, and striping replacement. A Location Map is provided as Attachment "D". All known utility agencies operating within the City have been contacted to coordinate construction activities within the Project limits.

Staff prepared plans and specifications and advertised the Project on February 22, 2023. On March 15, 2023, the City Clerk's office received and opened the following three (3) bids for the Project:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
Matich Corporation, Highland, CA	$4,970,068.00
All American Asphalt, Corona, CA	* $5,975,126.00
Hardy & Harper, Inc., Lake Forest, CA	* $6,405,687.95

*An arithmetic error was discovered in the bid proposal. The total bid amount was corrected and highlighted in the attached bid analysis to identify arithmetic errors. The errors did not affect ranking.

Each bid was reviewed by staff to determine responsiveness to bid requirements and Matich Corporation was determined to be the lowest responsive bidder. Staff recommends awarding a construction contract to Matich Corporation for an amount not-to-exceed $4,970,068.00. The Project will be completed within one hundred fifty (150) calendar days after the date of issuance of a Notice to Proceed to the Contractor.

This project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act as the Project involves rehabilitation and maintenance of existing streets and there is no expansion to the existing use.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

Priority D:
Objective 3. Infrastructure - Engineer and construct transportation facilities to accommodate all potential users – motorists, cyclists and pedestrians.

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:

Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year:	FY 2022-23
Appropriation Required Y/N:	Yes
Amount:	$970,068
Budgeted Y/N:	Yes
Account No.:	211910

Discussion:

The FY 22/23 PARIS Project budget (211910) includes $4,000,000 for this project and approval of this construction contract requires an additional appropriation of $970,068 from the PARIS Fund (211). The current projected unassigned balance for the PARIS Fund is $1,700,000 as of June 30, 2023.

Attachments

A. Matich Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Additional Appropriation Form

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 18th day of April, 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 Matich Corporation, a California Stock 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: PMP 2022 Street Resurfacing Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's PMP 2022 Street Resurfacing Project, Project No. 211006 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor four million nine hundred seventy thousand sixty-eight dollars ($4,970,068) 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 one thousand dollars ($1,000) 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 one thousand dollars ($1,000) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code

Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Eddie Tejeda, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Matich Corporation_____
Name of Contractor

By:_____
Signature of Authorized Agent

Jason G. Jones, Vice President_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
PMP 2022 Street Resurfacing Project
Project No. 211006

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.

Matich Corporation_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Matich Corporation (hereinafter designated as "Principal") have entered into an agreement dated April 18, 2023 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as PMP 2022 Street Resurfacing Project, Project No. 211006 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, Matich Corporation as Surety, are held and firmly bound unto the City in the penal sum of four million nine hundred seventy thousand sixty eight dollars ($4,970,068) 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 Matich Corporation (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 April 18, 2023, and identified as PMP 2022 Street Resurfacing Project, Project No. 211006 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 four million nine hundred seventy thousand sixty eight dollars ($4,970,068) 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
REVISED - BID OPENING REPORT

The following bids were opened on the **15th day of March 2023 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **PMP 2022 Street Resurfacing Project – Project No. 211006**. 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 (1)	Total Bid Amount
1	Matich Corporation, Redlands CA	Yes	Yes	1 acknowledged	$4,970,068.00
2	All American Asphalt, Corona CA	Yes	Yes	1 acknowledged	$5,969,222.00
3	Hardy & Harper, Inc., Lake Forest CA	Yes	Yes	1 acknowledged	$6,395,367.95

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Gerard Nepomuceno; Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

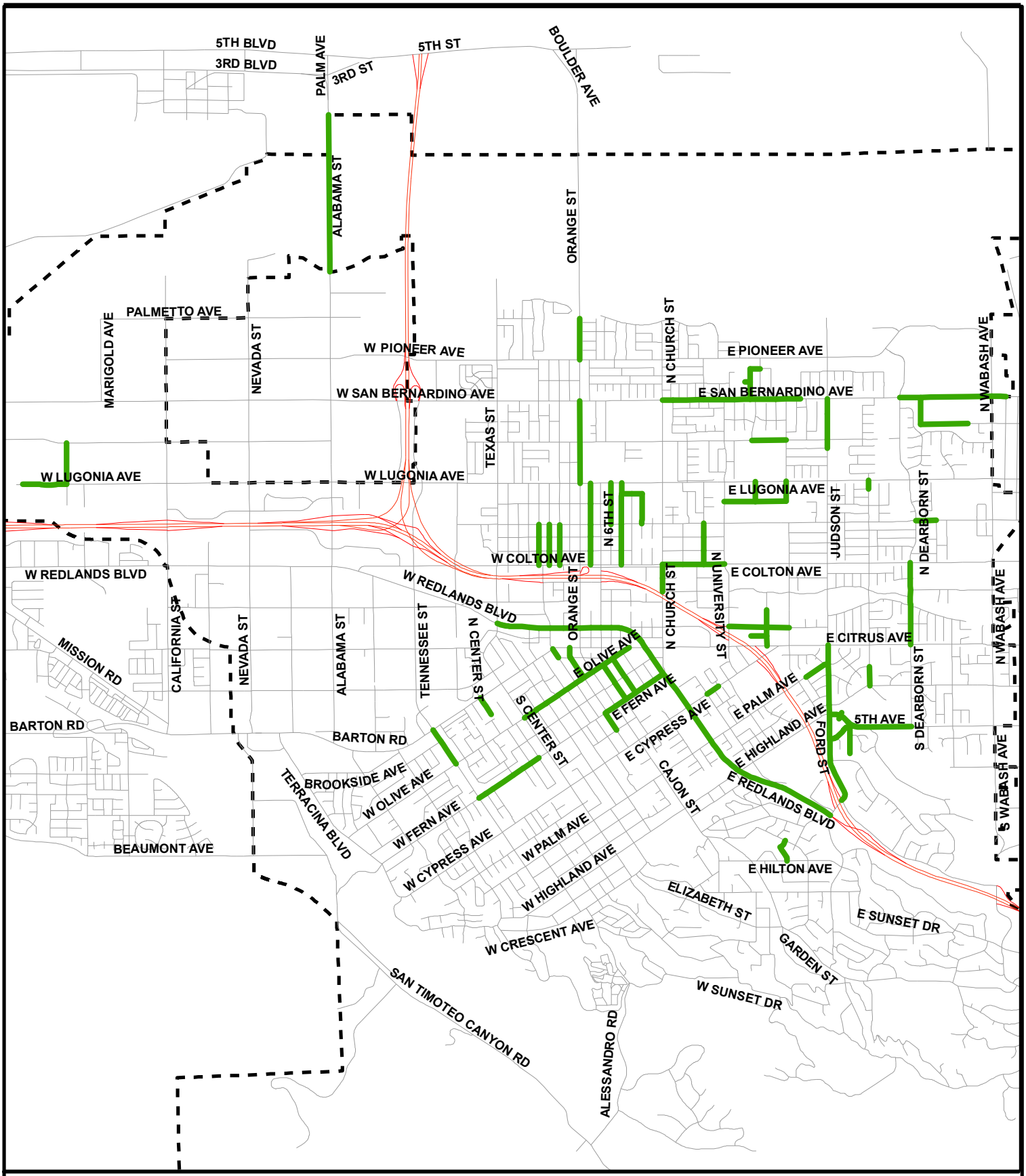
BID ANALYSIS

PROJECT NO. 211006 — BID DATE: 15-Mar-2023

PMP 2022 Street Resurfacing Project — EST. START DATE: 19-Apr-2023

Item No.	Bid Item	Quantity	Unit	Matich Corporation		All American Asphalt		Hardy & Harper, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$245,000.65	$245,000.65	$295,000.00	$295,000.00	$265,000.00	$265,000.00
2	SWPPP	1	LS	$77,000.00	$77,000.00	$25,000.00	$25,000.00	$42,400.00	$42,400.00
3	Survey	1	LS	$74,000.00	$74,000.00	$200,000.00	$200,000.00	$231,080.00	$231,080.00
4	Crack Seal/Fill and Slurry Seal (Type II)	220,326	SY	$3.10	$683,010.60	$2.80	$616,912.80	$3.30	$727,075.80
5	1-1/2" AC Grind and 1-11/2" AC Overlay	147,993	SY	$9.00	$1,331,937.00	$12.00	$1,775,916.00	$11.80	$1,746,317.40
6	Pulverize in place top 6" to place 2" AC (FDR-25)	58,717	SY	$3.50	$205,509.50	$3.85	$226,060.45	$3.00	$176,151.00
7	1-1/2" AC Grind and 1-11/2" AC Overlay w/ Petromat	29,397	SY	$10.90	$320,427.30	$13.00	$382,161.00	$15.00	$440,955.00
8	R/R 3" AC	11,379	SY	$17.20	$195,718.80	$24.00	$273,096.00	$43.00	$489,297.00
9	Asphalt Concrete Paving	6,350	TON	$88.00	$558,800.00	$105.00	$666,750.00	$100.00	$635,000.00
10	Leveling Course	700	TON	$107.00	$74,900.00	$160.00	$112,000.00	$168.00	$117,600.00
11	R/R PCC Curb & Gutter	645	LF	$76.00	$49,020.00	$85.00	$54,825.00	$99.00	$63,855.00
12	R/R Rock Curb & Gutter	50	LF	$128.00	$6,400.00	$240.00	$12,000.00	$700.00	$35,000.00
13	AC Dike/Berm (6-inch)	904	LF	$15.50	$14,012.00	$22.00	$19,888.00	$28.00	$25,312.00
14	R/R PCC Gutter Pan	595	LF	$48.00	$28,560.00	$55.00	$32,725.00	$63.00	$37,485.00
15	Construct X-Gutter w/ Spandrel	2,890	SF	$27.00	$78,030.00	$25.00	$72,250.00	$32.00	$92,480.00
16	R/R Driveway Approach	430	SF	$30.40	$13,072.00	$14.00	$6,020.00	$25.00	$10,750.00
17	Adjust Manhole w/ Concrete Collar	84	EA	$1,150.00	$96,600.00	$1,200.00	$100,800.00	$975.00	$81,900.00
18	Adjust Valve Cover (Circular)	155	EA	$66.00	$10,230.00	$100.00	$15,500.00	$975.00	$151,125.00
19	Replace Valve Can & Cover (Triangular)	25	EA	$200.00	$5,000.00	$150.00	$3,750.00	$975.00	$24,375.00
20	Install Blue/yellow RPM	108	EA	$6.00	$648.00	$10.00	$1,080.00	$10.50	$1,134.00
21	Replace Traffic Loops	195	EA	$360.00	$70,200.00	$375.00	$73,125.00	$382.00	$74,490.00
22	STOP & Misc. Legend (Thermo)	458	EA	$145.00	$66,410.00	$165.00	$75,570.00	$168.00	$76,944.00
23	12" Solid White/Yellow Stripe (Thermo)	14,848	LF	$2.75	$40,832.00	$3.20	$47,513.60	$3.20	$47,513.60
24	8" Solid White Stripe (Thermo)	5,912	LF	$0.75	$4,434.00	$1.20	$7,094.40	$1.20	$7,094.40
25	6" Double Yellow Stripe (Thermo)	33,324	LF	$1.00	$33,324.00	$1.50	$49,986.00	$1.50	$49,986.00
26	6" Solid White Stripe (Thermo)	93,243	LF	$0.50	$46,621.50	$0.80	$74,594.40	$0.80	$74,594.40
27	6" Skip White/Yellow Stripe (Thermo)	24,640	LF	$0.50	$12,320.00	$0.40	$9,856.00	$0.42	$10,348.80
28	4" Solid White/Yellow Stripe (Thermo)	54,396	LF	$0.45	$24,478.20	$0.60	$32,637.60	$0.64	$34,813.44
29	4" Skip White/Yellow Stripe (Thermo)	6,039	LF	$0.45	$2,717.55	$0.60	$3,623.40	$0.64	$3,864.96
30	Two-Way Left-Turn Stripe (Thermo)	12,871	LF	$1.90	$24,454.90	$2.60	$33,464.60	$2.65	$34,108.15
31	Green Bike Lane	11,080	SF	$5.50	$60,940.00	$4.60	$50,968.00	$4.60	$50,968.00
32	Export Roadway Material	3,170	CY	$38.00	$120,460.00	$58.00	$183,860.00	$101.00	$320,170.00
33	Unforeseen work not covered in all other bid items	1	LS	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00	$200,000.00
34	Demobilization	1	LS	$195,000.00	$195,000.00	$241,098.75	$241,098.75	$26,500.00	$26,500.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
		Total Bid Price			**$4,970,068.00**		**$5,975,126.00**		**$6,405,687.95**

		Multiplication Error on Bid Items 8 & 26. Total is corrected per item unit price	Multiplication Error on Bid Item 8 Total is corrected per item unit price
License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Liberty Mutual Insurance	Fidelity and Deposit Co. of Maryland	Fidelity and Deposit Co. of Maryland
Submitted Entire Bid Package	Yes	No	Yes
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	Yes	Yes



PMP 2022 STREET RESURFACING PROJECT LOCATION MAP

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/16/23

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
PMP 2022 Street Construction	211910	8403	211006	$ 970,068.00
			$	$ 970,068.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
			$	$ 0.00

JUSTIFICATION: The Project was budgeted at $4,000,000 in Fiscal Year 2022-23. Additional $970,068 is required to fund the entire project from unassigned PMP street construction fund (Fund 211) available for FY 22/23.

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 Meeting **L. 4.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a purchase order modification in the amount of $70,000 with Olin Corporation for supply and delivery of sodium hypochlorite bringing the total purchase order amount to $365,000 for the remainder of Fiscal Year 22/23 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that City Council approve the purchase order modification in the amount of $70,000.00 with Olin Corporation for supply and delivery of sodium hypochlorite bringing the total purchase order amount to $365,000 for the remainder of Fiscal Year 22/23.

RECOMMENDATION:

Staff recommends City Council that City Council approve the purchase order modification with Olin Corporation for supply and delivery of sodium hypochlorite for the remainder of Fiscal Year 22/23.

DISCUSSION:

In June 2022, City Council approved a $295,000 purchase order with Olin Corporation to supply and deliver sodium hypochlorite. Sodium Hypochlorite is used by the water and wastewater treatment plants to disinfect and sanitize water. The addition of this chemical ensures that all pathogens are eliminated before water is distributed for public use in accordance with regulatory requirements. Over the past several months, high influent flow rates at the treatment plants have required the use of sodium hypochlorite at a greater than typical rate and cost, and the approved FY 22/23 budget must be increased

accordingly. Staff recommends a $70,000 increase to the current Olin Corporation purchase order, which will increase the total purchase order to $365,000. This additional expense will be allocated proportionally to the Wastewater Service budget ($55,000) and Water Service budget ($15,000) based on anticipated sodium hypochlorite usage rates.

ALTERNATIVES:

City Council may deny the staff recommendation and propose an alternative course of action.

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
John R. Harris, Municipal Utilities and Engineering Director

PREPARED BY:
Fernando Mata, Wastewater Utility Manager

Fiscal Impact

Fiscal Year:	FY 22/23
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$55,000
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:
There is no fiscal impact associated with this action. Sufficient funding remains in the FY 22/23 Wastewater Service budget to offset the additional $55,000 expense.

Fiscal Year:	FY 22/23
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$15,000
Budgeted Y/N:	Yes
Account No.:	501900

Discussion:

There is no fiscal impact associated with this action. Sufficient funding remains in the approved FY 22/23 Water Service budget to offset the additional $15,000 expense.

Attachments

Purchase Order- Olin Corporation

PURCHASE ORDER

Fiscal Year 2023

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number **22300192**

Purchase Order Date **06/30/2022**

Department **MUNICIPAL UTIL & ENGINEERING**

Required By **07/01/2022**

Bill To FINBIL

CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 92373
EMAIL: accountspayable@cityofredlands.org
Emailing invoice and referencing PO No. is required and will expedite payment
.

Ship To WTSWTR

MUED-Wastewater Div
1950 Nevada St
Redlands, CA 92373

Vendor 2718

OLIN CORPORATION
CHLOR ALKALI PRODUCTS
26700 S BANTA ROAD
TRACY, CA 95304

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
209-835-7204		2718	12300244	Christian Duenez	AS NEEDED

NOTES

W/WW SODIUM HYPCHLORITE 12.5% (WATER)

PURCHASE ORDER TERM:
JULY 1, 2022 - JUNE 30, 2023.
.
PURCHASE ORDER AS PER CITY COUNCIL APPROVAL DATED JUNE 21, 2022.
.
NOT TO EXCEED DOLLAR AMOUNT PER YEAR. THIS PO WILL BE CLOSED WHEN THE TOTAL AMOUNT IS EXHAUSTED.
.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROVIDE SODIUM HYPCHLORITE (NaOCl 12.5%) AT THE RATE OF $1.489/GAL, ON A NEED-BY-NEED BASIS FOR THE CITY OF REDLANDS MUNICPLE UTILITIES AND ENGINEERING DEPARTMENT, WATER AND WASTE WATER DIVISIONS.	1.0000	EA	$295,000.0000	$295,000.00

PURCHASING DIVISION - 1270 W. PARK AVE. REDLANDS, CA 92373 - Email: Purchasing@cityofredlands.org

Total Ext. Price $295,000.00

Purchase Order Total $295,000.00

Deana Abramovich-Daniel
PROCUREMENT MANAGER

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

CITY OF REDLANDS
PURCHASE ORDER TERMS AND CONDITIONS
unless otherwise specified in an executed agreement, the following shall apply

1. INVOICES: Each purchase order is to be invoiced separately and all invoices shall be submitted to the billing address as shown on the front of the Purchase Order. All invoices, shipping documents, correspondence, and-related papers must have the purchase order number and consignee shown clearly in their face.

2. PACKAGING AND DRAYAGE: Unless so specified on the Purchase Order and evidenced by a copy of the freight bill attached to the invoice, there shall be no charge to the City for either packaging and/or drayage

3. INSPECTION: All materials and workmanship provided under the terms of the Purchase Order are subject to inspection and test by the City to ensure compliance with the requirements and specifications contained therein. In the event that the goods or services delivered are defective, or are not in conformity with the Purchase Order, the City shall have the right to either reject said goods or services, or require that they be corrected or otherwise brought into conformity with the terms set forth in the Purchase Order.

4. RESPONSIBILITIES: Unless otherwise specified in the Purchase Order, the supplier/contractor shall be responsible for all items covered in said Purchase Order until delivered at the designated delivery point and thereafter accepted by the City. Supplier/contractor shall bear all risks as the goods and services provided until they are finally accepted by the City. Upon the City's notice to supplier/contractor of its rejection of the goods or services provided or the need for the correction thereof. All such defective goods or services shall be removed from City premises, and any and all expenses incurred in the removal and/or correction of such defective goods or services shall be borne entirely by the supplier/contractor.

5. ACCEPTANCE: The City's final acceptance of the goods or services provided under the Purchase Order shall be conclusive except in those instances where a latent defect or fraud is subsequently discovered, or when a supplier/contractor has committed such gross mistakes that they are tantamount to a fraud. The City's failure to inspect and either accept or reject the goods or services delivered shall not relieve the supplier/contractor for the responsibility for strict compliance with the terms and specifications of the Purchase Order.

6. CHANGES: This Purchase Order may, at any time, be changed with regard to the materials or services to be furnished, the quantity ordered, the unit price, discount, delivery point or arrangements, terms or any other matters affecting a valid order. However, in order to be effective, any such change or amendment causes an increase or decrease in the cost of performance hereunder, an equitable adjustment shall be made to reflect the increase or the decrease in the cost thereof. Any such adjustment shall be subject to the written approval of the Purchasing Agent. No variation in the quality, quantity, or coat of any item called for by this Purchase Order Shall be acceptable by the City except in pursuance of a written Change Order approved by the Purchasing Agent.

7. TERMINATION: This Purchase Order may be terminated, in whole or in part, at any time, by written notice to the supplier/contractor. Such termination shall be effective with respect to the quantity, manner, and time specified in such notice. The City shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted as of the effective date of said written notice. The City shall not be liable for any excess cost arising out of such termination, and failure of the supplier/contractor to cease delivery and/or work upon receipt of such termination notice shall not occasion a claim for extra costs.

8. TIME IS OF THE ESSENCE: In the event that the supplier/contractor fails to perform this Purchase Order within the time specified, the Purchasing Agent may, by written notice, order the supplier/contractor to cease further deliveries and may hold the supplier/contractor liable for any damages caused to the City by reason of such delay. If no time is specified, it is expected that the supplier/contractor shall begin performance within a reasonable time after placement of the order. The City may extend periods of performance if the facts as to the cause of the delay, in sole opinion of the Purchasing Agent, justify such an extension.

9. LIABILTIY: The supplier/contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, and agents from all claims, losses, damages, costs, expenses and suits, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this Purchase Order or asserted against it. Further, supplier/contractor warrants that the City shall not be responsible for any damages that may be claimed by reason or death injury of the person of the supplier/contractor's officer, agents, employees, invitees or licensees or for damage to any property of the supplier/contractor or any other damage that may arise or result at anytime because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed by proximately or otherwise by reason of, or in course of, carrying out this Purchase Order.

10. DISPUTES: All disputes concerning questions of fact which may arise under this Purchase Order under this Purchase Order, and not disposed of by mutual agreement and/or consent, shall be decided by the sole discretion of the Purchasing Agent. All disputes concerning questions of law, which may arise under this Purchase Order, shall be decided under applicable laws of the State of California.

11. PAYMENTS: Payments shall be made upon submission of an itemized invoice, presented in duplicate of the prices stipulated in the Purchase Order and within 30 days of becoming due for supplies delivered and accepted or services rendered and accepted, less deductions if any. When requested by the supplier/contractor, payment on partial deliveries may be made whenever, in the sole discretion of the Purchasing Agent, the surrounding circumstances warrant such partial payment. In the event and, if for any reason, an overpayment is made; the City requires prompt refund of said overpayment by way of supplier/contactor's properly referenced check.

12. LICENSOR: All supplier/contractors who perform work within the City, must have on file at the Redlands City Revenue Office, a current and valid city business license.

13. CONFORMITY WITH SAFETY ORDERS: The goods and/or services covered by this Purchase Order or contract must conform to the safety order of OSHA, CAL-OSHA, and/or NIOSHA and any and all applicable material safety data sheets (MSDS).

14. PREVAILING WAGES: When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.

City Council Meeting **L. 5.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with Quinmar Janitorial, Inc. for city-wide janitorial services for a three-year term, not to exceed $1,495,309.92 and approval of additional appropriations in the amount of $81,578.71 for Fiscal Year 2022-23 and $139,731.84 for Fiscal Year 2023-24 (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 approve an agreement with Quinmar Janitorial, Inc. for city-wide janitorial services for a three-year term, not to exceed $1,495,309.92;

2. I move that the City Council approve additional appropriations in the amount of $81,578.71 for Fiscal Year 2022-23 and $139,731.84 for Fiscal Year 2023-24.

RECOMMENDATION:

Staff recommends the approval of an agreement with Quinmar Janitorial, Inc. for city-wide janitorial services for a three-year term, not to exceed $1,495,309.92 and approval of additional appropriations in the amount of $81,578.71 for Fiscal Year 2022-23 and $139,731.84 for Fiscal Year 2023-24.

DISCUSSION:

The Facilities and Community Services Department is responsible for maintenance and janitorial services for the City's facilities. The City operates out of 16 facilities that require varying degrees of janitorial maintenance and sanitation. This includes tasks such as daily waste disposal, restroom facilities, customer service, counter sanitation, recycling, vacuuming, and supply

replenishment. On January 26, 2023, staff solicited a Request for Proposal (RFP) for janitorial services. The scope of services in the RFP package was comprehensive to ensure a high level of responsiveness and professionalism while performing services on City property. The requirements for services are summarized below:

- Security clearance and bonding for all employees that perform work under the terms of this agreement;
- Located within 20 miles of the City Civic Center;
- Ability to utilize Janitorial Management software;
- Experience and history of doing similar work as well as a list of references;
- A complete cost breakdown by city facility;
- A description of the firm's organizational structure and level of accessible staff; and
- Coordination of the recycling activities at city facilities.

On February 14, 2023, staff received and opened four proposals. The proposals were reviewed by staff and rated using the "Best Value Approach." Quinmar Janitorial Services, Inc. was identified as the apparent responsive and responsible proposer. The table below outlines how proposals were rated and cost/fee submittals reviewed.

Request for Proposal Rating and Fee Table

CONTRACTOR	RATED SCORE	COST/FEE AMOUNT
Quinmar Janitorial, Inc.	298	$1,495,309.92
+Executive Facilities Services	280	$2,406,057.00
*Premier Property Preservation, LLC	NOT RATED	$1,433,899.43
*Vested Solutions	NOT RATED	$ 810,301.44

*Did not meet the minimum qualifications of RFP.
+Rated due to the existing Citrus Center contract, but not within the 20 mile radius requirement.

ALTERNATIVES:

City Council may elect not to enter into an agreement with Quinmar Janitorial Services, Inc. for city-wide janitorial services.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety

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:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2022-23
Appropriation Required Y/N:	Yes
Amount:	$81,579
Budgeted Y/N:	No
Account No.:	Various
Discussion:	

Fiscal Year:	FY 2023-24
Appropriation Required Y/N:	Yes
Amount:	$139,731.84
Budgeted Y/N:	No
Account No.:	Various

Discussion:

Due to increases in labor and material costs, prices have increased for city-wide janitorial services. The agreement with Quinmar, Janitorial, Inc. includes a term from April 18, 2023, to April 20, 2026. The annual expenses are as follows; $478,861.92 for the first-year term; $499,004.64 for the second-year term; and $517,443.36 for the third and final year term for a total agreement amount of $1,495,309.92.

The tables below detail the additional appropriations requested for the remainder of FY 2022-23 and FY 2023-24. Expenses that will be incurred in subsequent fiscal years will be included in each department's request for City Council consideration.

FY 2022-23

Division	Object Code	Appropriation Amount	Cost of Services
Airport	564900	$3,000.00	$2,445.90
Building Maintenance	101301	$66,579.00	$100,292.82
Cemetery	562900	$12,000.00	$4,764.72
Total		**$81,579.00**	**$117,396.66**

FY 2023-24

Division	Object Code	Appropriation Amount	Cost of Services
Building Maintenance	101301	$126,654.96	$406,206.96
Cemetery	562900	$13,076.88	$19,058.88
Total		**$139,731.84**	**$425,265.84**

Attachments

Pricing
Agreement
C. Additional Appropriation Form FY 2022-23
D. Additional Appropriation Form FY 2023-24
Rating Sheets

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

A. PROPOSAL SCHEDULE YEAR ONE (1)

B x 12 = C

Item No.	A. Location	B. Price Per Month	C. Total Price (12 months)
A1	Airport Office & Hangar Bathroom	$ 636.71	$ 7,640.52
A2	Animal Shelter	$ 608.69	$ 7,304.28
A3	California Street Landfill Trailers	$ 775.54	$ 9,306.48
A4	Carriage House	$ 1,447.29	$ 17,367.48
A5	Civic Center	$ 6,373.49	$ 76,481.88
A6	Community Center and Senior Center	$ 11,932.64	$ 143,191.68
A7	Contemporary Club	$ 1,271.37	$ 15,256.44
A8	Corporate Yard All	$ 9,439.17	$ 113,270.04
A9	Hillside Cemetery	$ 2,083.29	$ 24,998.48
A10	Joslyn Senior Center	$ 2,659.70	$ 31,916.40
A12	Library and Lincoln Shrine	$ 13,303.37	$ 159,640.44
A12	Park Avenue Police Station/Jail/Bldg.	$ 2,192.29	$ 26,307.48
A13	Police Administrative Offices	$ 4,585.54	$ 55,026.48
A14	Police Sub Station #J1A	$ 342.44	$ 4,109.28
A15	Waste Water Treatment Plant	$ 3,647.34	$ 43,768.08
A16	Water Production & Operations	$ 736.65	$ 8,839.80
	A. TOTAL PRICE TO CITY FOR YEAR ONE (1) OF CONTRACT		**$ 744,426.24**

CONTRACTOR NAME: Executive Facilities Services, Inc.

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

B. PROPOSAL SCHEDULE YEAR TWO

*B x 12 = C

Item No.	A. Location	*B. Price Per Month	*C. Total Price (12 months)
B1	Airport Office & Hangar Bathroom	$ 687.53	$ 8,250.36
B2	Animal Shelter	$ 657.33	$ 7,887.96
B3	California Street Landfill Trailers	$ 837.49	$ 10,049.88
B4	Carriage House	$ 1,562.84	$ 18,754.08
B5	Civic Center	$ 6,882.07	$ 82,584.84
B6	Community Center and Senior Center	$ 12,885.74	$ 154,628.88
B7	Contemporary Club	$ 1,373.24	$ 16,478.88
B8	Corporate Yard All	$ 10,193.90	$ 122,326.80
B9	Hillside Cemetery	$ 2,249.60	$ 26,995.20
B10	Joslyn Senior Center	$ 2,872.10	$ 34,465.20
B11	Library and Lincoln Shrine	$ 14,364.80	$ 172,377.60
B12	Park Avenue Police Station/Jail/Bldg.	$ 2,367.34	$ 28,408.08
B13	Police Administrative Offices	$ 4,952.08	$ 59,424.96
B14	Police Sub Station #J1A	$ 369.73	$ 4,436.76
B15	Waste Water Treatment Plant	$ 3,938.55	$ 47,262.60
B16	Water Production & Operations	$ 795.43	$ 9,545.16
	B. TOTAL PRICE TO CITY FOR YEAR TWO (2) OF CONTRACT		**$ 803,877.24**

CONTRACTOR NAME: Executive Facilities Services, Inc.

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

C. PROPOSAL SCHEDULE YEAR 3

***B x 12 = C**

Item No.	A. Location	*B. Price Per Month	*C. Total Price (12 months)
C1	Airport Office, Classroom & Hangar Bathrooms	$ 731.96	$ 8,783.52
C2	Animal Shelter	$ 702.44	$ 8,429.28
C3	California Street Landfill Trailers	$ 893.99	$ 10,727.88
C4	Carriage House	$ 1,666.02	$ 19,992.24
C5	Civic Center	$ 7,328.46	$ 87,941.52
C6	Community Center and Senior Center	$ 13,754.42	$ 165,053.04
C7	Contemporary Club	$ 1,477.48	$ 17,729.76
C8	Corporate Yard All	$ 10,909.73	$ 130,916.76
C9	Hillside Cemetery	$ 2,397.94	$ 28,775.28
C10	Joslyn Senior Center	$ 3,064.28	$ 36,771.36
C11	Library and Lincoln Shrine	$ 15,291.92	$ 183,503.04
C12	Park Avenue Police Station/Jail/Bldg.	$ 2,525.13	$ 30,301.56
C13	Police Administrative Offices	$ 5,296.02	$ 63,552.24
C14	Police Sub Station #J1A	$ 392.49	$ 4,709.88
C15	Waste Water Treatment Plant	$ 4,200.19	$ 50,402.28
C16	Water Production & Operations	$ 846.99	$ 10,163.88
	C. TOTAL PRICE TO CITY FOR YEAR THREE (3) OF CONTRACT		**$ 857,753.52**
CONTRACTOR NAME:	Executive Facilities Services, Inc.		

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

FEE/COST PROPOSAL SUMMARY TABLE
CITY OF REDLANDS
CITY WIDE JANITORIAL SERVICES
FCS01102023KG

TOTAL FEE/COST PROPOSAL

INCLUDE BASE BIDS A, B, C TOTALS HERE	TOTALS (IN FIGURES)
PROPOSAL A – YEAR ONE	$ 744,426.24
PROPOSAL B – YEAR TWO	$ 803,877.24
PROPOSAL C – YEAR THREE	$ 857,753.52
* TOTAL OF PROPOSALS A, B, C	$ 2,406,057.00
Two Million four hundred and six thousand and fifty seven dollars (TOTAL PROPOSAL PRICE WRITTEN IN WORDS)	

CONTRACTOR NAME: Executive Facilities Services, Inc. CONTACT: RJ Storm-Larsen

CONTRACTOR ADDRESS: 6865 Weaver St. CITY: Riverside STATE: CA ZIP: 92504

EMAIL: rjstorm-larsen@execservices.biz DIR#: JS-LR-000014832 PHONE: 805-705-4195

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

A. PROPOSAL SCHEDULE YEAR ONE (1)

B x 12 = C

Item No.	A. Location	B. Price Per Month	C. Total Price (12 months)
A1	Airport Office & Hangar Bathroom	$ 730.08	$ 8,760.96
A2	Animal Shelter	$ 563.33	$ 6,759.96
A3	California Street Landfill Trailers	$ 732.33	$ 8,787.96
A4	Carriage House	$ 957.67	$ 11,492.04
A5	Civic Center	$ 4,168.67	$ 50,024.16
A6	Community Center and Senior Center	$ 4,056.00	$ 48,672.00
A7	Contemporary Club	$ 225.33	$ 2,703.96
A8	Corporate Yard All	$ 3,267.33	$ 39,207.96
A9	Hillside Cemetery	$ 1,464.67	$ 17,576.04
A10	Joslyn Senior Center	$ 1,690.00	$ 20,280.00
A12	Library and Lincoln Shrine	$ 14,590.33	$ 175,083.96
A12	Park Avenue Police Station/Jail/Bldg.	$ 2,366.00	$ 28,392.00
A13	Police Administrative Offices	$ 1,915.33	$ 22,983.96
A14	Police Sub Station #J1A	$ 507.00	$ 6,084.00
A15	Waste Water Treatment Plant	$ 1,436.50	$ 17,238.00
A16	Water Production & Operations	$ 507.00	$ 6,084.00
A. TOTAL PRICE TO CITY FOR YEAR ONE (1) OF CONTRACT			$ 470,130.96

CONTRACTOR NAME: Premier Property Preservation, LLC

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

B. PROPOSAL SCHEDULE YEAR TWO

*B x 12 = C

Item No.	A. Location	*B. Price Per Month	*C. Total Price (12 months)
B1	Airport Office & Hangar Bathroom	$ 730.08	$ 8,760.96
B2	Animal Shelter	$ 563.33	$ 6,759.96
B3	California Street Landfill Trailers	$ 732.33	$ 8,787.96
B4	Carriage House	$ 957.67	$ 11,492.04
B5	Civic Center	$ 4,168.68	$ 50,024.16
B6	Community Center and Senior Center	$ 4,056.00	$ 48,672.00
B7	Contemporary Club	$ 225.33	$ 2,703.96
B8	Corporate Yard All	$ 3,267.33	$ 39,207.96
B9	Hillside Cemetery	$ 1,464.67	$ 17,576.04
B10	Joslyn Senior Center	$ 1,690.00	$ 20,280.00
B11	Library and Lincoln Shrine	$ 14,590.33	$ 175,083.96
B12	Park Avenue Police Station/Jail/Bldg.	$ 2,366.00	$ 28,392.00
B13	Police Administrative Offices	$ 1,915.33	$ 22,983.96
B14	Police Sub Station #J1A	$ 507.00	$ 6,084.00
B15	Waste Water Treatment Plant	$ 1,436.50	$ 17,238.00
B16	Water Production & Operations	$ 507.00	$ 6,084.00
	B. TOTAL PRICE TO CITY FOR YEAR TWO (2) OF CONTRACT		**$ 470,130.96**

CONTRACTOR NAME: Premier Property Preservation, LLC

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

C. PROPOSAL SCHEDULE YEAR 3

***B x 12 = C**

Item No.	A. Location	*B. Price Per Month	*C. Total Price (12 months)
C1	Airport Office, Classroom & Hangar Bathrooms	$ 766.58	$ 9,199.01
C2	Animal Shelter	$ 591.50	$ 7,097.96
C3	California Street Landfill Trailers	$ 768.95	$ 9,227.36
C4	Carriage House	$ 1,005.55	$ 12,066.64
C5	Civic Center	$ 4,377.11	$ 52,525.37
C6	Community Center and Senior Center	$ 4,258.80	$ 51,105.60
C7	Contemporary Club	$ 236.60	$ 2,839.16
C8	Corporate Yard All	$ 3,430.70	$ 41,168.36
C9	Hillside Cemetery	$ 1,537.90	$ 18,454.84
C10	Joslyn Senior Center	$ 1,774.5 0	$ 21,294.00
C11	Library and Lincoln Shrine	$ 15,319.85	$ 183,838.16
C12	Park Avenue Police Station/Jail/Bldg.	$ 2,484.30	$ 29,811.60
C13	Police Administrative Offices	$ 2,011.10	$ 24,133.16
C14	Police Sub Station #J1A	$ 532.35	$ 6,388.20
C15	Waste Water Treatment Plant	$ 1,508.33	$ 18,099.90
C16	Water Production & Operations	$ 532.35	$ 6,388.20
	C. TOTAL PRICE TO CITY FOR YEAR THREE (3) OF CONTRACT		**$** 493,637.51
CONTRACTOR NAME: Premier Property Preservation, LLC			

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

FEE/COST PROPOSAL SUMMARY TABLE
CITY OF REDLANDS
CITY WIDE JANITORIAL SERVICES
FCS01102023KG

TOTAL FEE/COST PROPOSAL

INCLUDE BASE BIDS A, B, C TOTALS HERE	TOTALS (IN FIGURES)
PROPOSAL A – YEAR ONE	$ 470,130.96
PROPOSAL B – YEAR TWO	$ 470,130.96
PROPOSAL C – YEAR THREE	$ 493,637.51
* TOTAL OF PROPOSALS A, B, C	$ 1,433,899.43

One Million Four Hundred Thirty-three Thousand Eight Hundred Ninety-Nine and Forty three Cents

(TOTAL PROPOSAL PRICE WRITTEN IN WORDS)

CONTRACTOR NAME: Premier Property Preservation, LLC CONTACT: ANGELO VARSOBIA

CONTRACTOR ADDRESS: 7449 Studio Road CITY: West Hills STATE: CA ZIP: 91304

EMAIL: angelo@pppreserves.com DIR#: JS-LR-000019295 PHONE: (818) 796-6033

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

A. PROPOSAL SCHEDULE YEAR ONE (1)

B x 12 = C

Item No.	A. Location	B. Price Per Month	C. Total Price (12 months)
A1	Airport Office & Hangar Bathroom	$815.30	$9,783.60
A2	Animal Shelter	$1,230.92	$14,771.04
A3	California Street Landfill Trailers	$822.48	$9,869.76
A4	Carriage House	$1,612.48	$19,349.76
A5	Civic Center	$5,269.16	$63,229.92
A6	Community Center and Senior Center	$5,816.18	$69,794.16
A7	Contemporary Club	$800.48	$9,605.76
A8	Corporate Yard All	$2,649.46	$31,793.52
A9	Hillside Cemetery	$1,588.24	$19,058.88
A10	Joslyn Senior Center	$1,592.48	$19,109.76
A12	Library and Lincoln Shrine	$5,824.92	$69,899.04
A12	Park Avenue Police Station/Jail/Bldg.	$4,976.70	$59,720.40
A13	Police Administrative Offices	$2,992.42	$35,909.04
A14	Police Sub Station #J1A	$665.74	$7,988.88
A15	Waste Water Treatment Plant	$2,075.72	$24,908.64
A16	Water Production & Operations	$1,172.48	$14,069.76
	A. TOTAL PRICE TO CITY FOR YEAR ONE (1) OF CONTRACT		$478,861.92

CONTRACTOR NAME: QUIUNMAR JANITORIAL,INC.

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

B. PROPOSAL SCHEDULE YEAR TWO

*B x 12 = C

Item No.	A. Location	*B. Price Per Month	*C. Total Price (12 months)
B1	Airport Office & Hangar Bathroom	$849.94	$10,199.28
B2	Animal Shelter	$1,252.89	$15,034.68
B3	California Street Landfill Trailers	$862.52	$10,350.24
B4	Carriage House	$1,652.52	$19,830.24
B5	Civic Center	$5,570.21	$66,842.52
B6	Community Center and Senior Center	$5,943.55	$71,322.60
B7	Contemporary Club	$837.37	$10,048.44
B8	Corporate Yard All	$2,836.20	$34,034.40
B9	Hillside Cemetery	$1,634.14	$19,609.68
B10	Joslyn Senior Center	$1,701.83	$20,421.96
B11	Library and Lincoln Shrine	$6,010.31	$72,123.72
B12	Park Avenue Police Station/Jail/Bldg.	$5,108.77	$61,305.24
B13	Police Administrative Offices	$3,129.89	$37,558.68
B14	Police Sub Station #J1A	$697.68	$8,372.16
B15	Waste Water Treatment Plant	$2,246.26	$26,955.12
B16	Water Production & Operations	$1,249.64	$14,995.68
	B. TOTAL PRICE TO CITY FOR YEAR TWO (2) OF CONTRACT		$ 499,004.64

CONTRACTOR NAME: QUINMAR JANITORIAL, INC.

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

C. PROPOSAL SCHEDULE YEAR 3

*B x 12 = C

Item No.	A. Location	*B. Price Per Month	*C. Total Price (12 months)
C1	Airport Office, Classroom & Hangar Bathrooms	$884.58	$10,614.96
C2	Animal Shelter	$1,304.86	$15,658.32
C3	California Street Landfill Trailers	$902.56	$10,830.72
C4	Carriage House	$1,692.56	$20,310.72
C5	Civic Center	$5,872.26	$70,467.12
C6	Community Center and Senior Center	$6,072.92	$72,875.04
C7	Contemporary Club	$874.26	$10,491.12
C8	Corporate Yard All	$3,022.94	$36,275.28
C9	Hillside Cemetery	$1680.04	$20,160.48
C10	Joslyn Senior Center	$1,811.18	$21,734.16
C11	Library and Lincoln Shrine	$6195.70	$74,348.40
C12	Park Avenue Police Station/Jail/Bldg.	$5,240.84	$62,890.08
C13	Police Administrative Offices	$3,267.36	$39,208.32
C14	Police Sub Station #J1A	$729.62	$8,755.44
C15	Waste Water Treatment Plant	$2,241.80	$29,001.60
C16	Water Production & Operations	$1,326.80	$15,921.60
	C. TOTAL PRICE TO CITY FOR YEAR THREE (3) OF CONTRACT		$ 519,543.36
CONTRACTOR NAME: QUINMAR JANITORIAL, INC.			

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

FEE/COST PROPOSAL SUMMARY TABLE
CITY OF REDLANDS
CITY WIDE JANITORIAL SERVICES
FCS01102023KG

TOTAL FEE/COST PROPOSAL

INCLUDE BASE BIDS A, B, C TOTALS HERE	TOTALS (IN FIGURES)
PROPOSAL A – YEAR ONE	$478,861.92
PROPOSAL B – YEAR TWO	$499,004.64
PROPOSAL C – YEAR THREE	$519,543.36
* TOTAL OF PROPOSALS A, B, C	$1,497,409.92
ONE MILLION FOUR HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED NINE AND NINE-TWO CENTS (TOTAL PROPOSAL PRICE WRITTEN IN WORDS)	

CONTRACTOR NAME: QUINMAR JANITORIAL, INC. CONTACT: MAX QUINTANA

CONTRACTOR ADDRESS: 7532 WEBSTER ST. CITY: HIGHLAND STATE: CA ZIP: 92346

EMAIL: quinmarjanitorials@msn.com DIR#: JS-LR-1000893917 PHONE: (951) 258-5376

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

A. PROPOSAL SCHEDULE YEAR ONE (1)

B x 12 = C

Item No.	A. Location	B. Price Per Month	C. Total Price (12 months)
A1	Airport Office & Hangar Bathroom	$ $1,300.00	$ $15,600.00
A2	Animal Shelter	$ $1,300.00	$ $15,600.00
A3	California Street Landfill Trailers	$ $1,300.00	$ $15,600.00
A4	Carriage House	$ $1,300.00	$ $15,600.00
A5	Civic Center	$ $1,300.00	$ $15,600.00
A6	Community Center and Senior Center	$ $1,300.00	$ $15,600.00
A7	Contemporary Club	$ $1,300.00	$ $15,600.00
A8	Corporate Yard All	$ $1,300.00	$ $15,600.00
A9	Hillside Cemetery	$ $1,300.00	$ $15,600.00
A10	Joslyn Senior Center	$ $1,300.00	$ $15,600.00
A12	Library and Lincoln Shrine	$ $1,300.00	$ $15,600.00
A12	Park Avenue Police Station/Jail/Bldg.	$ $1,300.00	$ $15,600.00
A13	Police Administrative Offices	$ $1,300.00	$ $15,600.00
A14	Police Sub Station #J1A	$ $1,300.00	$ $15,600.00
A15	Waste Water Treatment Plant	$ $1,300.00	$ $15,600.00
A16	Water Production & Operations	$ $1,300.00	$ $15,600.00
	A. TOTAL PRICE TO CITY FOR YEAR ONE (1) OF CONTRACT		$ $249,600.00

CONTRACTOR NAME: Eternal Love dba Vested Solutions

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

B. PROPOSAL SCHEDULE YEAR TWO

*B x 12 = C

Item No.	A. Location	*B. Price Per Month	*C. Total Price (12 months)
B1	Airport Office & Hangar Bathroom	$ $1404.00	$ $16,848.00
B2	Animal Shelter	$ $1404.00	$ $16,848.00
B3	California Street Landfill Trailers	$ $1404.00	$ $16,848.00
B4	Carriage House	$ $1404.00	$ $16,848.00
B5	Civic Center	$ $1404.00	$ $16,848.00
B6	Community Center and Senior Center	$ $1404.00	$ $16,848.00
B7	Contemporary Club	$ $1404.00	$ $16,848.00
B8	Corporate Yard All	$ $1404.00	$ $16,848.00
B9	Hillside Cemetery	$ $1404.00	$ $16,848.00
B10	Joslyn Senior Center	$ $1404.00	$ $16,848.00
B11	Library and Lincoln Shrine	$ $1404.00	$ $16,848.00
B12	Park Avenue Police Station/Jail/Bldg.	$ $1404.00	$ $16,848.00
B13	Police Administrative Offices	$ $1404.00	$ $16,848.00
B14	Police Sub Station #J1A	$ $1404.00	$ $16,848.00
B15	Waste Water Treatment Plant	$ $1404.00	$ $16,848.00
B16	Water Production & Operations	$ $1404.00	$ $16,848.00
	B. TOTAL PRICE TO CITY FOR YEAR TWO (2) OF CONTRACT		$ $269,568.00

CONTRACTOR NAME: Eternal Love dba Vested Solutions

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

C. PROPOSAL SCHEDULE YEAR 3

*B x 12 = C

Item No.	A. Location	*B. Price Per Month	*C. Total Price (12 months)
C1	Airport Office, Classroom & Hangar Bathrooms	$ $1,516.32	$ $18,195.84
C2	Animal Shelter	$ $1,516.32	$ $18,195.84
C3	California Street Landfill Trailers	$ $1,516.32	$ $18,195.84
C4	Carriage House	$ $1,516.32	$ $18,195.84
C5	Civic Center	$ $1,516.32	$ $18,195.84
C6	Community Center and Senior Center	$ $1,516.32	$ $18,195.84
C7	Contemporary Club	$ $1,516.32	$ $18,195.84
C8	Corporate Yard All	$ $1,516.32	$ $18,195.84
C9	Hillside Cemetery	$ $1,516.32	$ $18,195.84
C10	Joslyn Senior Center	$ $1,516.32	$ $18,195.84
C11	Library and Lincoln Shrine	$ $1,516.32	$ $18,195.84
C12	Park Avenue Police Station/Jail/Bldg.	$ $1,516.32	$ 18,195.84
C13	Police Administrative Offices	$ $1,516.32	$ 18,195.84
C14	Police Sub Station #J1A	$ $1,516.32	$ 18,195.84
C15	Waste Water Treatment Plant	$ $1,516.32	$ 18,195.84
C16	Water Production & Operations	$ $1,516.32	$ 18,195.84
	C. TOTAL PRICE TO CITY FOR YEAR THREE (3) OF CONTRACT		$ $291,133.44
CONTRACTOR NAME:	Eternal Love dba Vested Solutions		

This form must be completed and returned with your Proposal

EXHIBIT C
FEE/COST PROPOSAL RESPONSE DOCUMENTS

FEE/COST PROPOSAL SUMMARY TABLE
CITY OF REDLANDS
CITY WIDE JANITORIAL SERVICES
FCS01102023KG

TOTAL FEE/COST PROPOSAL

INCLUDE BASE BIDS A, B, C TOTALS HERE	TOTALS (IN FIGURES)
PROPOSAL A – YEAR ONE	$ $249,600.00
PROPOSAL B – YEAR TWO	$ $269,568.00
PROPOSAL C – YEAR THREE	$ $291,133.44
* TOTAL OF PROPOSALS A, B, C	$ $810,301.44
Eight Hundred Ten Thousand Three Hundred One and Forty-Four Hundredths (TOTAL PROPOSAL PRICE WRITTEN IN WORDS)	

CONTRACTOR NAME: Eternal Love dba Vested Solutions CONTACT: Vernon Wyllie-James

CONTRACTOR ADDRESS: 1461 W. Hoffer Street CITY: Banning STATE: CA ZIP: 92220-1812

EMAIL: info@virtualvestedsoltions.com DIR#: JS-LR-1000741599 PHONE: (877) 460-7729

This form must be completed and returned with your Proposal

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of janitorial services and supplies ("Agreement") is made and entered in this 18th day of April, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Quinmar Janitorial, Inc., a California Corporation ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform janitorial services and supplies for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Chris Boatman, Assistant City Manager 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 Services shall commence immediately after the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A."

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

4.3 The Term of this Agreement shall commence on the Effective Date stated above and expire on April 19, 2026.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of One Million Six Hundred Twelve Thousand, Seven Hundred and Six Dollars and Fifty-Eight Cents ($1,612,706.58). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by 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 (909) 798-7531	Quinmar Janitorial, Inc. Max Quintana, President 7532 Webster Street Highland, CA 92346 quinmarjanitorials@msn.com 951-258-5376

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to

City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than thirty (30) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

QUINMAR JANITORIAL SERVICES, INC.

By: _____
Max Quintana, Owner

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall appoint an experienced supervisor to be responsible for all Services required & performed under this Agreement. The Supervisor must be acceptable to City and have the authority to receive on behalf of Contractor any order or communication relating to the Services. The Supervisor shall be always readily accessible to staff of the City and have communication equipment (cell phone and email). If a replacement Supervisor is deemed necessary by Contractor, replacement Supervisor shall be approved by City prior to commencement of any Supervisory duties. Supervisor shall "walk" all buildings with a checklist and review janitorial work being performed by janitorial staff. Supervisor shall attend bi-monthly meetings with City Staff and report findings and challenges.

SERVICE LEVEL (Acceptable Quality):

The level of services as outlined in these Specifications must be consistently maintained. During the Contract period, appropriate City Staff will conduct routine inspections of the facilities under this Contract. The inspections are based on standards for commercial facilities within the maintenance industry. This scope of work establishes the minimum requirements for providing Janitorial Services to the City of Redlands. The Contractor is required to meet all specifications listed herein, as a minimum, and is required to submit a firm, fixed cost for all commodities/services. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations including the Displaced Janitorial Act (California Labor Code 1060 et seq.). Contractor shall provide all labor, materials, equipment, and mobilization to complete the services for the City of Redlands.

DETAILED SPECIFICATIONS:

Task specifications are provided for general cleaning and should be applied to any and all public and office areas. Task specifications for general restroom cleaning should be applied to any and all restrooms. Special task requirements unique to each facility are also detailed. All items not specifically included but found to be necessary to properly clean the facilities shall be included as though written into them.

DEFINITIONS:

Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval, or acceptance of the Maintenance Manager is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Director" shall be construed to mean the Maintenance Manager or his delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.

CLEANING TASKS:

Contractor shall accomplish all cleaning tasks to meet the completeness, quality, and frequency requirements set forth under these definitions.

1. Plumbing Fixtures and Dispenser Cleaning:

Plumbing fixtures and dispensers are clean when free of all deposits and stains so that items are left without dust, streaks, film, odor, or stains.

2. Sweeping:

Contractor shall sweep all floors, including corners and abutments, so that after sweeping they are free of all visible litter, dust, and foreign debris. Chairs, trash receptacles and easily movable items shall be tilted or moved to sweep underneath and returned to their original location when sweeping has been completed.

3. Cleaning Floors:

Contractor shall clean all tile and/or vinyl floors, including corners and abutments so that they are uniform in appearance and are free of streaks, swirl marks, detergent residue, or any evidence of stains, soil film, debris, or standing water. Chairs, trash receptacles, and easily movable items shall be moved to clean underneath and returned to their original location when cleaning has been completed. Contractor shall remove all splash marks on furniture, walls, baseboards, etc. Contractor shall remove all splash marks on furniture, walls, baseboards, etc. Contractor shall clean bathroom tile floors, including corners and abutments so that they are uniform in appearance and free of streaks, swirl marks, detergent, residue, or any evidence of stains, soil, film debris or standing water. Contractor shall ensure that the mop used to clean the bathroom floor is not used on any other common floor area. Contractor shall display caution signs when floors are wet and personnel other than Contractor personnel are present in the area. Signs shall remain in place until floors are completely dry.

4. Maintaining Floors:

Contractor shall maintain all tile and vinyl floors accessible with a floor cleaning machine, unless specified elsewhere as having carpet or special flooring. After tile and/or vinyl floors receive floor maintenance, the entire floor shall have a uniform coating of nonskid finish and have a uniform glossy appearance and be free of scuff marks, heel marks and other stains and discoloration. Contractor shall remove floor finish solutions from baseboards, walls, furniture, trash receptacles, etc. Chairs, trash receptacles and easily movable items shall be tilted or moved to maintain floors underneath and returned to their original location when maintenance has been completed. Contractor shall apply these techniques only to the portion of the floor needing work to bring the entire surface up to the above stated standard.

5. Mirror/Glass Cleaning:

Contractor shall clean interior and exterior glass doors and surrounding glass areas to include sills/ledges, display cases, glass cabinets, mirrors, and adjacent trim so that after cleaning there shall be no traces of film, dirt, smudges, water, or other foreign matter. All accessible glass surfaces shall be without streaks, film deposits and stains and have a uniform bright appearance.

6. Shampooing Carpets:

Contractor shall shampoo carpets so that after shampooing, the carpet area is uniform in appearance and free of embedded dirt, grime, cleaning solution, film, debris, stains, marks, and discoloration. Carpet shall

be cleaned with a commercial floor machine with power scrubbing capability that will clean both sides of the carpet using extraction methods and a drying time of four to five hours. All shampooing solutions shall be removed from walls, furniture, trash receptacles, chairs, and similar items. Chairs, trash receptacles, and easily moveable items shall be moved to shampoo carpet area underneath and then returned to their original location.

7. Baseboard Cleaning:
After cleaning, the surfaces of all baseboards (wood, resilient, ceramic will have a uniformly clean appearance, free from dirt, stains, streaks, wax, and cleaning marks.

8. Washing of Walls:

Wash all wall surfaces. Use cleaning materials consistent with finish material of wall. All exposed surfaces of walls are to be cleaned and made free of all dirt, dust, grit and left without streaks, film, odor, or stains.

9. Supplies:

Contractor shall provide all consumable supplies including but not limited to the following: all paper products (i.e., seat covers, toilet paper, hand towels), hand soap and trash can liners. ***Paper products shall contain a minimum of 30% post-consumer material.***

The Contractor shall use cleaning supplies that are of a quality that will not be abrasive, stain, discolor, corrode, or otherwise damage the surfaces being cleaned. The City reserves the right to require the Contractor to substitute supplies at any time during the contract term.

10. Removal of Trash:

Contractor shall empty and return to their location waste baskets and if clearly marked, other trash containers within the area (empty boxes, etc.). Contractor shall empty and return to their original location bathroom waste baskets, sanitary napkin disposal containers, and other trash containers within the area. Plastic trash liners shall be placed in waste receptacles and replaced when soiled or torn. Interior and exterior of trash receptacles shall be cleaned as required to assure cleanliness. Contractor shall dispose of trash in plastic bags secured with a bag tie. Contractor shall pick up any trash that may fall in or around the building during the removal of collected trash. Contractor shall deposit the trash in the outside trash collection point (trash bin).

11. Low Dust:

Contractor shall perform low dusting so that after dusting, all dust, smudges, cobwebs, litter, lint, and dry soil are removed from surfaces of chairs, file cabinets and other types of office furniture, wall hangings, tops of partitions, partition ledges, windowsills, window blinds, light fixtures, ceiling corners, etc. to a line of 8'-0" above floor level. Contractor shall not dust typewriters, business machines or computer equipment.

12. Drinking Fountains and Sinks:

Contractor shall clean and disinfect all polished metal surfaces, including the opening and drain, so that after cleaning, drinking fountains and break room sinks shall be free from streaks, spots, stains, smudges, scale and other obvious soil.

13. Vacuum Carpet:

Contractor shall vacuum all carpeted floor areas so that after vacuuming, they are free of all litter, dust, soil, etc. Chairs, trash receptacles and easily moveable items shall be moved to vacuum underneath and returned to their original location when vacuuming has been completed.

14. Restrooms/Showers Cleaning:

Contractor shall perform restroom cleaning as specified:

A. CLEAN/DISINFECT: Contractor shall completely clean and disinfect all surfaces of toilet bowls, urinals, lavatories, showers, plumbing fixtures and other such surfaces, using germicidal detergent. After cleaning all surfaces shall be free of dirt, grime, film, stains, scum, soap residue, dust, and other foreign matter.

B. SPOT CLEAN: Contractor shall remove smudges, fingerprints, marks, streaks, dust, deposits from washable surface of partitions, stalls, stall doors, handrails, wall areas adjacent to lavatories, urinals, toilets, interior and exterior doors, and soap/towel dispensers. Contractor shall spot clean using a germicidal detergent. After spot cleaning, the surface shall have a clean, uniform appearance. Other wall surfaces not mentioned shall be spot cleaned as needed to the same standards.

C. DESCALE: Contractor shall descale interior of toilet bowls, showers, and urinals as needed so that after cleaning, the entire surface is free of streaks, stains, scum, scale, urine deposits and rust stains.

D. CLEAN MIRRORS: Contractor shall clean mirrors and adjacent trim so that after cleaning, they are free of dirt, film, smudges, water spots, streaks, etc.

E. SHOWER MATS: Contractor shall clean and disinfect weekly shower mats located in both the men's and women's showers. The Contractor shall clean the shower floor under the mats weekly.

15. Remove Spider Webs:

Contractor shall remove all spider webs from walls and windows inside buildings and on the outside entrances. Dust sills on all windows including floor length windows.

16. Vacuum Upholstery of all Fabric Furniture:

Contractor shall vacuum all upholstery of all fabric furniture.

17. Dust Vacuum Heating and Ventilating Grills:

Contractor shall dust or vacuum all heating and ventilating grills.

18. Location and Frequency of Services: The Location and Frequency of Services are outlined below immediately following the GENERAL REQUIREMENTS.

GENERAL REQUIREMENTS:

Equipment and Supplies: The Contractor shall furnish and keep in good working order, all necessary cleaning supplies, tools, and equipment. This includes, but is not limited to cleaners, waxes, mops, brooms, buffers, ladders, hoses, and vacuums, etc. Non-complying equipment and supplies shall be changed out at the request of the City. Contractor shall provide all consumable supplies including but not limited to the

following: cleaning products, hand soap and paper products (i.e., seat covers, toilet paper, hand towels, trash can liners, germicidal cleaners, etc.).

Contractor shall submit all cleaning product information for approval prior to use. Any change of product shall be pre-approved by the City.

Contractor is responsible for supplying MSDS sheets to the Maintenance Supervisor for all cleaning liquids, chemicals, solvents, additives, floor waxes, etc., which Contractor is using. These will be kept on file for immediate access to the Building Maintenance Team and updated as needed.

Janitorial closet areas shall be always kept clean and free of debris and odor. All supplies shall be stored in a neat and orderly manner and in such a way as to prevent injury to City or Contractor's employees.

DESCRIPTION OF ITEM	MIN. REQUIRED SPECIFICATIONS
Heavy duty small trash can liners	Grainger, 500 count, 10 gallon, 24 x 23, black or approved functionally equivalent
Hand Soap	Waxie Select NRG No-Touch Foam
Heavy duty medium trash can liner	Grainger, 250 count, 20-30 gallon, 30x36, black or grey, or approved functionally equivalent
Toilet tissue, coreless roll	2-ply, 1000 sheets per roll, 36 rolls/case or approved functionally equivalent
Toilet tissue to match various dispensers	2-ply, white, Kleenex Cottonelle, or approved functionally equivalent
Paper towels, single fold to match various dispensers	Must fit each specific dispenser at each location (to be noted during facility walk-through)
Toilet Seat Covers	Waxie, or equivalent, 250 count, 20 pack/case or approved functionally equivalent.
Paper Towels, EnMotion	10" x 800', 6 rolls/case, touchless roll or approved functionally equivalent
Glass Cleaner	Trigger spray bottle, non-streaking
Urinal Deodorizing Screens	Waxie, deluxe urinal deodorizing screen, 12/ea or approved functionally equivalent
Toilet Bowl Cleaner	Acid Base, Squeeze Bottle
Industrial Strength Disinfectant	Lysol or approved functionally equivalent
Furniture Polish	Pledge or approved functionally equivalent
Cleanser	Comet or approved functionally equivalent cleaner with chlorinal
Floor Stripper	Baseboard Stripper or approved functionally equivalent *
Carpet Stain Remover	Spray Bottle *
Mop Cleaner	Any Brand
Carpet Shampoo	For Carpet Cleaning Machines *
Floor Wax	TBD

Supervision: Contractor will assign a supervisor and lead custodial person to this contract and one or both are required to be present during all scheduled cleaning hours and special work assignments. This custodial supervisor or lead person is required to speak, read, and understand English. Site supervisor shall carry a cell phone and/or pager by which the City Staff will be able to communicate with him/her. They are required to attend bi-monthly meetings with Building Maintenance Manager to review performance and discuss outstanding issues. Additional meetings may be required as requested by other departments and their city representatives.

Inspection: The City shall inspect the work areas daily and with the Contractor every week to ensure adequacy of maintenance and that methods of performing the work are in compliance with the contract. However, this walk-through shall not be construed to relieve the Contractor of the duty to provide continuous inspection of the work area. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor and corrected in the same manner specified by the Director. Same day corrections of deficiencies are required.

Staffing: The Contractor shall submit a breakdown of BONDED staffing proposed to adequately perform the tasks as outlined in these specifications. As part of the breakdown, the Contractor shall list the percentage of staff who are employed by the Contractor and the percentage of staff that will be assigned to this contract.

Employee Conduct:

Employees of the Contractor while performing work under this contract, WILL NOT:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty, authorized Contractor employee.

2. Remove any City property or personal property, equipment, monies, form, or any other item from any city facility.

3. Engage in horseplay or loud boisterous behavior.

4. Be under the influence of alcohol or drugs.

5. Gamble.

6. Smoke in any building.

7. Turn on or use any equipment (i.e., computers, typewriters, fax machines, copy machines, radios, televisions, etc.) except any Contractor or City supplied equipment.

8. Use any City telephone except those designated by the City for purposes of business under this contract.

9. Open any desk, file cabinet or storage cabinet.

10. Remove any articles from desks.

11. Consume any food or beverage, other than that brought with or purchased by the employee, and only in areas designated as break or lunchrooms.

12. Enter any facility that they are not specifically approved to enter.

Employee Removal: The Contractor shall remove from service on the premises of the City any employee of the Contractor who, in the opinion of the City, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive, or does not comply with the rules and regulations of the City.

Employee Appearance and Identification: Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. The Contractor shall provide each employee with an identification badge and uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.
Security: The City will provide access to all facilities and properties after which the Contractor is required to always have all keys and alarm codes available when providing services to the City. The Contractor is responsible for the replacement of all lost keys, fobs, or card access keys at a cost of $50.00 each. Contractor will be financially responsible for any and all costs resulting from the need to re-key or re-code alarms in a facility.

The Contractor shall ensure all facilities are secure. Contractor is responsible for resetting alarms, turning off lights and locking doors upon completion of all duties. Failure to secure a facility correctly may result

in termination of the contract. The Contractor will be financially responsible for any call outs by stand-by personnel due to doors left open, alarms turned off, and alarms activated after hours.

Quality Control and Janitorial Manager: The City of Redlands utilizes a web/app-based software called "Janitorial Manager" to manage janitorial activity vs. scope of services at each location, using a QR code method. Contractor is responsible for providing a means (mobile phone) to which their staff can access and use the Janitorial Manager system/app. The City of Redlands maintains the data base and provides access as needed. There is no cost to the contractor for use of Janitorial Manager other than providing a phone and/or data access to their staff while on City property.

Contractor shall attend bi-monthly meetings with Building Maintenance Staff for review of areas of improvement, Contractor questions and/or issues with facilities.

Property Damage: The Contractor shall be held responsible for damages that occur during the hours pertaining to performance of this contract to the interior of the facilities or contents thereof. The Contractor, as his/her expense, shall pay to repair the damage and/or replace the items(s) damaged.

Missed Cleanings: Should the Contractor fail to clean a facility in accordance with scheduled times and requirements, the City will automatically remove payment for that cleaning from the invoice. Continued failure to clean in accordance with the schedule may result in termination of the contract. The sum of Two Hundred Fifty Dollars ($250.00) per day will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or Specifications.

Special Events: The Contractor can expect to support special events during and outside of normal duty hours. Special events may include but are not limited to, City council meetings, City commission meetings, special meetings, and/or functions. The Contractor shall adjust the service schedule so that these services will be performed after the event. Contractor shall propose an hourly rate per person for this service and provide adequate procedures for receiving and responding to special event service requests.

Labor Strike: It is the Contractor's responsibility to provide continuous maintenance services, without interruption, to all buildings and facilities specified herein. In the event of a labor action, the Contractor shall provide other means, at the Contractor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the contractor normal rates (which will be deducted from the Contractor's payment) to the City being borne by the Contractor.

Additions/Deletions: The City may, without invalidating the contract, modify the contract by adding, deleting, or changing areas to the contract; by adding deleting, or changing usage or space, by adding, deleting, or changing routine services; by deleting or changing specifications. All changes shall be ordered by means of a written change order to the purchase order. Additions shall be added at the contracted square foot for comparable facilities under contract. If there are no comparable facilities, the price shall be negotiated by the City with the Contractor.

Holidays: Contractor ***shall not*** provide services on City observed holidays. City holidays include

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day	Christmas Day
New Year's Eve Day		

Qualifications/Security: The Contractor, subcontractors, and all employees shall be capable and experienced in the contract work to be performed. The contractor or any principal, officer or employee of the Contractor who has been convicted of any felony or any crime involving moral turpitude with the previous 10 years is prohibited from working on City premises until such time as the charges are dismissed. The city may limit or reject certain individuals if their presence is determined by the Building Maintenance Supervisor to be detrimental to the normal conduct of its business.

Prior to commencing any Work under this contract, the City of Redlands requires that the Contractor and any principals, officers or employees who will work on City premises undergo a security check through the City of Redlands Police Department. This is a LIVESCAN background check and is considered a Background Check 1. There is no cost to the contractor for this service and the Contractor shall ensure this requirement is met prior to ANY personnel arriving onsite to conduct janitorial services.

Contractor personnel that is scheduled to work in ANY Redlands Police Department facility will be required to undergo a more in-depth background check (Background Check 2) that includes reviewing online presence, Officers speaking with neighbors, prior employers, family members, etc. Background Check 2 can take up to six (6) weeks to complete and is a requirement for all janitorial personnel entering ANY Redlands Police Department facility for purposes of work.

In the event Contractor enters any Redlands Police Department facility to perform any janitorial functions, without having successfully passed a Background 2, the Contract and Purchase Order are subject to immediate cancellation.

Fidelity Bond: Contractor must provide a Fidelity Bond in the amount of $100,000.00 and provide to City prior to commencing work.

Recycling: Contractor shall coordinate recycling activities with the City's Recycling Coordinator to minimize refuse disposal & maximize recycling from City facilities.

Contractor shall empty recyclable materials contained in designated recycling containers throughout the facility. This includes all blue, recycling desk-side containers & larger, blue 32-gallon recycling containers. Recycling materials shall be emptied into the white recycling dumpster at the rear of the City Hall (Citrus Avenue).

Recyclable materials set aside should be collected & emptied into the white recycling dumpster. This includes office materials such as paper (e.g., boxes, blueprints, plans, files, etc.) that may or may not be placed inside of a recycling container due to inadequate capacity but are clearly labeled "RECYCLE".

Contractor shall contact the City's Recycling Coordinator to apprise him/her of improper separation of materials by City staff. Materials listed below should be separated for recycling by City office staff. Contractor shall NOT collect recyclables for personal use or sale.

Office Paper	Blueprints	Junk Mail	Envelopes
Catalogs	Computer Paper	Colored Paper	Aluminum Cans
Tin (steel) cans	Glass Bottles	Flattened Cardboard Boxes	All other plastic bottles and containers

AK SMILEY LIBRARY
ITEM A
125 W. VINE STREET

LIBRARY CLEANING: SATURDAY, SUNDAY, MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY
BETWEEN THE HOURS OF 10:00 PM & 6:00 AM

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

A1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Seven Times Weekly
A2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
A3	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
A4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Seven Times Weekly
A5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Seven Times Weekly
A6	Refill all dispensers with approved paper/soap products	Seven Times Weekly
A7	Remove with vacuum spider webs from corners, windowsills & doorways. Vacuum/Clean Air Conditioning Vents	Once Monthly

KITCHEN/BREAKROOMS

A8	Clean sinks, countertops and exterior of appliances with approved cleaner	Seven Times Weekly
A9	Clean & Sanitize lunchroom tables, chairs, and vending machines with approved cleaner	Seven Times Weekly
A10	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
A11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Seven Times Weekly
A12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
A13	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways	Seven Times Weekly
A14	Clean & vacuum air conditioning vents	Once Monthly

AK SMILEY LIBRARY
ITEM A
125 W. VINE STREET
LIBRARY CLEANING: SUNDAY, MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY
BETWEEN THE HOURS OF 10:00 PM & 6:00 AM
BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, MAIN ROOMS, STAIRS, GENERAL OFFICES, ELEVATORS

A15	Dust all furniture, fixtures & equipment with approved cleaning product	Seven Times Weekly
A16	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Seven Times Weekly
A17	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Seven Times Weekly
A18	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
A19	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
A20	Clean inside and outside of glass doors and entrances with approved cleaning product	Seven Times Weekly
A21	Vacuum all carpeted areas (entry mats included)	Seven Times Weekly
A22	STAIRS: Sweep stairwells (interior, exterior & landings)	Seven Times Weekly
A23	STAIRS: Dust rails & ledges with approved cleaning product	Seven Times Weekly
A24	STAIRS: Mop interior stairs with approved cleaning product	Seven Times Weekly
A25	ELEVATORS: Clean & vacuum carpeted elevators	Seven Times Weekly
A26	ELEVATORS: Spot clean carpeted areas using approved cleaner	Seven Times Weekly
A27	ELEVATORS: Detail clean threshold plates, removing fingerprints, etc.	Seven Times Weekly
A28	ELEVATORS: Wipe down and sanitize button panel & interior doors	Seven Times Weekly
A29	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways	Once Monthly
A30	Spot clean carpets as required	Once Weekly
A31	Dust all chairs, tabletops, ledges, moldings, and other low reaching areas with approved cleaner	Once Weekly
A32	DRINKING FOUNTAINS: Clean and sanitize drinking fountains	Once Weekly

ANIMAL SHELTER
ITEM B
504 NORTH KANSAS STREET

CLEANING SHALL BE PERFORMED EVERY TUESDAY THROUGH SATURDAY BETWEEN THE HOURS OF 5:30 P.M. & 7:30 A.M.
BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, TUESDAY THROUGH SATURDAY

BATHROOMS

B1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
B2	Clean floor (mop)of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
B3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
B4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
B5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
B6	Refill all dispensers with approved paper/soap products	Five Times Weekly
B7	Remove with vacuum spider webs from corners, windowsills & doorways. Vacuum and clean air conditioning vents	Once Monthly

RECEPTION & OFFICE AREA

B8	Dust/vacuum all furniture, fixtures & equipment	Four Times Weekly
B9	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Four Times Weekly
B10	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Four Times Weekly
B11	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Four Times Weekly
B12	Empty all trash/recycle receptacles & replace trash liners as necessary	Four Times Weekly
B13	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways	Four Times Weekly
B14	Clean & vacuum air conditioning vents	Once Monthly
B15	Clean & sanitize care room with germicide to include counter surfaces, sinks, floors & appliances.	Four Times Weekly

ANIMAL SHELTER
ITEM B

504 NORTH KANSAS STREET

CLEANING SHALL BE PERFORMED EVERY TUESDAY THROUGH SATURDAY BETWEEN THE HOURS OF 5:30 P.M. & 7:30 A.M.
BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, TUESDAY THROUGH SATURDAY

KITCHEN/BREAKROOM

B16	Spot clean all walls, partitions, light switches, counters, appliances, baseboards & doors with approved cleaning product	Four Times Weekly
B17	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Four Times Weekly
B18	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Four Times Weekly
B19	Clean & Sanitize lunchroom tables, chairs, and vending machines with approved cleaner	Four Times Weekly
B20	Empty all trash/recycle receptacles & replace trash liners as necessary	Four Times Weekly
B21	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways	Once Monthly

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CALIFORNIA STREET LANDFILL TRAILER
ITEM C

2151 NEVADA STREET

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 AM & 5:00 PM
2 DAYS A WEEK – TUESDAY, THURSDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

BATHROOMS

C1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
C2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
C3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
C4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
C5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
C6	Refill all dispensers with approved paper/soap products	Five Times Weekly
C7	Remove with vacuum spider webs from corners, windowsills & doorways	Once Monthly

KITCHEN & BREAKROOM

C8	Clean sink, countertops and exterior of appliances with approved cleaner	Two Times Weekly
C9	Clean & Sanitize lunchroom tables, chairs, and vending machines with approved cleaner	Two Times Weekly
C10	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
C11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
C12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
C13	Clean & vacuum air conditioning vents, baseboards, windowsills & remove spider webs	Once Monthly

CALIFORNIA STREET LANDFILL TRAILER
ITEM C

2151 NEVADA STREET

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 AM & 5:00 PM
2 DAYS A WEEK – TUESDAY, THURSDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, GENERAL OFFICES

C14	Dust all furniture, fixtures & equipment with approved cleaning product	Two Times Weekly
C15	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Two Times Weekly
C16	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
C17	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
C18	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
C19	Vacuum all floor mats	Two Times Weekly
C20	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways.	Two Times Weekly
C21	Clean & vacuum air conditioning vents	Once Monthly

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CARRIAGE HOUSE
ITEM D

1325 Prospect Drive Lane
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 PM & 6:00 AM 2 DAYS A WEEK

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

TWICE PER WEEK & AS NEEDED

BATHROOMS

D1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
D2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
D3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
D4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
D5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
D6	Refill all dispensers with approved paper/soap products	Five Times Weekly
D7	Remove with vacuum spider webs from corners, windowsills, air conditioning vents, doorways. Remove spider webs	Once Monthly

KITCHEN

D8	Clean sink, countertops and exterior of appliances with approved cleaner	Two Times Weekly
D9	Clean & Sanitize lunchroom tables, chairs, and vending machines with approved cleaner	Two Times Weekly
D10	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
D11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
D12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
D13	Clean & vacuum air conditioning vents, baseboards, windowsills & remove spider webs	Once Monthly

CARRIAGE HOUSE
ITEM D

1325 Prospect Drive Lane
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 PM & 6:00 AM 2 DAYS A WEEK

TWICE PER WEEK & AS NEEDED

MAIN ROOM & STAIRS

D14	Dust all furniture, fixtures & equipment with approved cleaning product	Two Times Weekly
D15	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Two Times Weekly
D16	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
D17	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
D18	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
D19	Vacuum all carpeted areas (entry mats included)	Two Times Weekly
D20	Spot clean carpet as needed with approved cleaning product	Two Times Weekly
D21	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways.	Two Times Weekly
D22	Empty & damp wipe ashtrays located outside building entrances	Two Times Weekly
D23	Clean & vacuum air conditioning vents	Once Monthly
D24	DRINKING FOUNTAIN: Clean and sanitize	Two Times Weekly

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CIVIC CENTER
ITEM E
35 CAJON STREET

EVERY LOCATION *EXCEPT TREASURER'S OFFICE* CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 6:00 P.M. & 6:00 A.M. EVERY TUESDAY & THURSDAY
THE TREASURER'S OFFICE –TO BE CLEANED BETWEEN 5:00 P.M. & 6:00 P.M. ON TUESDAY & THURSDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

BATHROOMS

E1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
E2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
E3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
E4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
E5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
E6	Refill all dispensers with approved paper/soap products	Five Times Weekly
E7	Remove with vacuum spider webs from corners, windowsills, blinds, doorways & air conditioning vents	Once Monthly

KITCHEN/BREAKROOMS

E8	Clean sink, countertops and exterior of appliances with approved cleaner	Two Times Weekly
E9	Clean & Sanitize lunchroom tables, chairs, and vending machines with approved cleaner	Two Times Weekly
E10	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
E11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
E12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
E13	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds, doorways and air conditioning vents.	Once Monthly

CIVIC CENTER
ITEM E
35 CAJON STREET

EVERY LOCATION *EXCEPT TREASURER'S OFFICE* CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 6:00 P.M. & 6:00 A.M. EVERY TUESDAY & THURSDAY

THE TREASURER'S OFFICE –TO BE CLEANED BETWEEN 5:00 P.M. & 6:00 P.M. ON TUESDAY & THURSDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, GENERAL OFFICES

E14	Dust all furniture, fixtures & equipment with approved cleaning product	Two Times Weekly
E15	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Two Times Weekly
E16	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
E17	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
E18	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
E19	Clean inside and out both sets of glass doors with approved cleaning product	Two Times Weekly
E20	Vacuum all carpeted areas (entry mats included)	Two Times Weekly
E21	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds, doorways & air conditioning vents	Once Monthly
E22	ELEVATORS: Dust/Sweep all hard surface floors, mop floors, remove scuff marks and stains with approved cleaning product.	Two Times Weekly
E23	ELEVATORS: Detail clean threshold plates, removing fingerprints, etc.	Two Times Weekly
E24	ELEVATORS: Wipe down and sanitize button panel., interior doors and walls	Two Times Weekly
E25	GLASS ENTRY DOORS: Clean glass doors and windows inside and outside	Two Times Weekly
E26	DRINKING FOUNTAINS: Clean and sanitize	Two Times Weekly

COMMUNITY RECREATION & SENIOR CENTER
ITEM F

111 W. LUGONIA AVE.
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 11:00 PM & 6:00 AM
MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY, SATURDAY
COMMUNITY SENIOR CENTER
LOBBY, HALLWAYS, CLASSROOMS, & MULTI-PURPOSE ROOM

F1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Six Times Weekly
F2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Six Times Weekly
F3	Empty all trash/recycle receptacles & replace trash liners as necessary	Six Times Weekly
F4	Vacuum all entry mats, windowsills, window blinds, corners & baseboards	Six Times Weekly
F5	Spot clean all walls, light switches & doors with approved cleaning product	Six Times Weekly
F6	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly
F7	Clean & Sanitize tables, chairs, and vending machines with approved cleaner	Six Times Weekly
F8	Clean inside and outside of entry door and windows	Six Times Weekly
F9	DRINKING FOUNTAINS: Clean and sanitize	Six Times Weekly

SENIOR CENTER & NUTRITION SITE KITCHEN

F10	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Six Times Weekly
F11	Clean (mop) floor of dirt, dust, scuff marks & stains with approved cleaning product	Six Times Weekly
F12	Empty all trash/recycle receptacles & replace trash liners as necessary	Six Times Weekly
F13	Remove all collected trash/boxes to designated area	Six Times Weekly
F14	Spot clean all walls, light switches, doors, appliances & light switches with approved cleaning product	Six Times Weekly
F15	Clean & sanitize fixtures, mirrors, counters, chrome, tabletops	Six Times Weekly
F16	Remove with vacuum spider webs from corners, windowsills & doorways	Once Monthly

COMMUNITY RECREATION & SENIOR CENTER
ITEM F

111 W. LUGONIA AVE.
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 11:00 PM & 6:00 AM
MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY, SATURDAY

BATHROOMS

F17	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
F18	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
F19	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
F20	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
F21	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
F22	Refill all dispensers with approved paper/soap products	Five Times Weekly
F23	Remove with vacuum spider webs from corners, windowsills, window blinds, doorways & air conditioning vents	Once Monthly

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COMMUNITY RECREATION & SENIOR CENTER
ITEM F
111 W. LUGONIA AVE.
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 11:00 PM & 6:00 AM
MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY, SATURDAY

BATHROOMS ARE CLEANED SIX DAYS PER WEEK, MONDAY THROUGH SATURDAY

RECREATION CENTER
BATHROOMS

F24	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Six Times Weekly
F25	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Six Times Weekly
F26	Empty all trash/recycle receptacles & replace trash liners as necessary	Six Times Weekly
F27	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Six Times Weekly
F28	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Six Times Weekly
F29	Refill all dispensers with approved paper/soap products	Six Times Weekly
F30	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

GYMNASIUM and DANCE ROOMS

F31	Dust/sweep all hard surface floors with treated dust mop.	Six Times Weekly
F32	Spot clean as needed with approved cleaning product	Six Times Weekly
F33	Spot clean walls, partitions, light switches, door knobs & doors with approved cleaning product	Six Times Weekly
F34	Clean all mirrors and bars with approved cleaner	Six Times Weekly
F35	Empty all trash/recycle receptacles & replace trash liners as necessary	Six Times Weekly
F36	Spot clean metal bleachers as needed, remove gum/trash as needed	Six Times Weekly
F37	Vacuum entry mats	Six Times Weekly
F38	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

COMMUNITY RECREATION & SENIOR CENTER
ITEM F

111 W. LUGONIA AVE.
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 11:00 PM & 6:00 AM
MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY, SATURDAY

BATHROOMS ARE CLEANED SIX DAYS PER WEEK, MONDAY THROUGH SATURDAY

LOBBY, GAME ROOM, CLASSROOMS, MUSIC STUDIO, OFFICES

F39	Vacuum all carpeted areas (entry mats included)	Six Times Weekly
F40	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly
F41	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Six Times Weekly
F42	Clean (mop) floor of dirt, dust, scuff marks & stains with approved cleaning product	Six Times Weekly
F43	Clean & Sanitize tables, chairs, and vending machines with approved cleaner	Six Times Weely
F45	Empty all trash/recycle receptacles & replace trash liners as necessary	Six Times Weekly
F46	Remove all collected trash/boxes to designated area	Six Times Weekly
F47	Spot clean all walls, partitions, light switches, door knobs & doors with approved cleaning product	Six Times Weekly
F48	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly
F49	Clean inside and outside of entry glass doors and windows	Six Times Weekly
F50	DRINKING FOUNTAIN: Clean and sanitize	Six Times Weekly

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CONTEMPORARY CLUB
ITEM G
173 S. Eureka Street

CLEANING SHALL BE PERFORMED WEEKLY BETWEEN THE HOURS OF 10:00 PM & 6:00 AM
EVERY WEDNESDAY

BATHROOMS

G1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	One Time Weekly
G2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	One Time Weekly
G3	Empty all trash/recycle receptacles & replace trash liners as necessary	One Time Weekly
G4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	One Time Weekly
G5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	One Time Weekly
G6	Refill all dispensers with approved paper/soap products	One Time Weekly
G7	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

KITCHEN

G8	Clean sink, countertops and exterior of appliances with approved cleaner	One Time Weekly
G9	Damp wipe all lunchroom tables, chairs and vending machines with approved cleaner	One Time Weekly
G10	Empty all trash/recycle receptacles & replace trash liners as necessary	One Time Weekly
G11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	One Time Weekly
G12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	One Time Weekly
G13	Clean & vacuum air conditioning vents, baseboards, windowsills, window blinds & remove spider webs	Once Monthly

CONTEMPORARY CLUB
ITEM G
173 S. Eureka Street

CLEANING SHALL BE PERFORMED WEEKLY BETWEEN THE HOURS OF 10:00 PM & 6:00 AM
EVERY WEDNESDAY

MAIN ROOM, LOBBY & HALLS

G14	Dust all furniture, fixtures & equipment with approved cleaning product	One Time Weekly
G15	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	One Time Weekly
G16	Dust/Sweep all hard surface floors with clean broom or treated dust mop	One Time Weekly
G17	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	One Time Weekly
G18	Empty all trash/recycle receptacles & replace trash liners as necessary	One Time Weekly
G19	Vacuum all carpeted areas (entry mats included)	One Time Weekly
G20	Spot clean carpet as needed with approved cleaning product	One Time Weekly
G21	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds & doorways.	One Time Weekly
G22	Empty & damp wipe ashtrays located outside building entrances	One Time Weekly
G23	Clean & vacuum air conditioning vents	Once Monthly
G24	DRINKING FOUNTAIN: Clean and sanitize	One Time Weekly

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CORPORATE YARD
ITEM H
1270 W. PARK AVENUE
BUILDINGS A, B, E, I, J, M, N, O, P

CLEANING SHALL BE PERFORMED EVERY TUESDAY & THURSDAY AFTER 4:30 P.M.

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY
BATHROOMS/FUEL ISLAND BATHROOM/LOCKER ROOMS/SHOWERS

H1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
H2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
H3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
H4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
H5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
H6	Refill all dispensers with approved paper/soap products (including Gas Pump paper towel dispensers)	Five Times Weekly
H7	LOCKER ROOMS: Wipe down lockers, sinks, door knobs, floors with approved cleaner	Five Times Weekly
H8	PURCHASING: Sweep storeroom area	Twice Monthly
H9	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly
H10	SHOWERS: Clean and sanitize floors, mats, walls, ceilings, partitions, and fixtures	Five Times Weekly

KITCHEN/BREAKROOM

H11	Clean and sanitize sink, countertops and exterior of appliances with approved cleaner	Two Times Weekly
H12	Clean & Sanitize all lunchroom tables, chairs and vending machines with approved cleaner	Two Times Weekly
H13	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
H14	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
H15	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
H16	Clean & vacuum air conditioning vents, baseboards, windowsills, window blinds & remove spider webs	Once Monthly

CORPORATE YARD
ITEM H

1270 W. PARK AVENUE
BUILDINGS A, B, E, I, J, M, N, O, P

CLEANING SHALL BE PERFORMED EVERY TUESDAY & THURSDAY AFTER 4:30 P.M. EXCEPT FOR BUILDING "A" PURCHASING DEPT. WHICH IS TO BE CLEANED BETWEEN THE
HOURS OF 7:30 A.M. & 4:30 P.M. & THE GAS ISLAND WHICH ARE TO BE CLEANED EVERY SUNDAY, TUESDAY & THURSDAY AFTER 4:30 P.M.

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, GENERAL OFFICES

H17	Dust all furniture, fixtures & equipment with approved cleaning product	Two Times Weekly
H18	Clean & sanitize all walls, partitions, light switches, baseboards & doors with approved cleaning product	Two Times Weekly
H19	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
H20	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
H21	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
H22	Vacuum all carpeted areas (entry mats included)	Two Times Weekly
H23	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds & doorways.	Twice Monthly
H34	DRINKING FOUNTAINS: Clean and sanitize	Two Times Weekly
H25	Clean & vacuum air conditioning vents	Once Monthly

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HILLSIDE MEMORIAL PARK
ITEM I

1540 ALESSANDRO ROAD
CLEANING SHALL BE PERFORMED
AFTER 4:30 P.M. EVERY TUESDAY & FRIDAY
BATHROOMS ARE CLEANED SIX DAYS PER WEEK, TUESDAY THROUGH SUNDAY

BATHROOM

I1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Six Times Weekly
I2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Six Times Weekly
I3	Empty all trash/recycle receptacles & replace trash liners as necessary	Six Times Weekly
I4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Six Times Weekly
I5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Six Times Weekly
I6	Refill all dispensers with approved paper/soap products	Six Times Weekly
I7	Remove with vacuum all spider webs from corners, windowsills, window blinds & doorways	Once Monthly

GENERAL OFFICES

I8	Dust furniture, fixtures & equipment. Wipe down & vacuum couch/chairs in lobby	Two Times Weekly
I9	Spot clean walls, partitions, light switches, baseboards & doors with approved cleaning product. Sanitize lobby counter tops.	Two Times Weekly
I10	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
I11	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
I12	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
I13	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds & doorways	Two Times Weekly
I14	Vacuum all entry mats	Two Times Weekly
I15	Clean plexi-glass on both sides in lobby	Two Times Weekly
I16	Clean & vacuum air conditioning vents	Once Monthly

HILLSIDE MEMORIAL PARK
ITEM I

1540 ALESSANDRO ROAD

CLEANING SHALL BE PERFORMED
AFTER 4:30 P.M. EVERY TUESDAY & FRIDAY
BATHROOMS ARE CLEANED SIX DAYS PER WEEK, TUESDAY THROUGH SUNDAY

KITCHEN/BREAKROOM

I17	Clean & sanitize all walls, partitions, light switches, appliances, baseboards & doors with approved cleaning product	Two Times Weekly
I18	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
I19	Clean & Sanitize lunchroom tables, chairs, and vending machines with approved cleaner	Two Times Weekly
I20	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
I21	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
I22	Clean & sanitize fixtures, counter tops, doorknobs & chrome	Two Times Weekly
I23	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds & doorways	Once Monthly

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JOSLYN SENIOR CENTER
ITEM J

21 GRANT STREET

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 PM & 6:00 AM
5 DAYS A WEEK – MONDAY, TUESDAY, WEDNESDAY, THURSDAY & FRIDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

BATHROOMS

J1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
J2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
J3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
J4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
J5	Clean & sanitize walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
J6	Refill all dispensers with approved paper/soap products	Five Times Weekly
J7	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

KITCHEN

J8	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
J9	Clean (mop) floor of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
J10	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
J11	Remove all collected trash/boxes to designated area	Five Times Weekly
J12	Spot clean all walls, light switches, doors, appliances & light switches with approved cleaning product	Five Times Weekly
J13	Clean & sanitize fixtures, mirrors, counters, chrome, tabletops	Five Times Weekly
J14	Remove with vacuum spider webs from corners, windowsills & doorways	Once Monthly

JOSLYN SENIOR CENTER
ITEM J

21 GRANT STREET

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 PM & 6:00 AM
5 DAYS A WEEK – MONDAY, TUESDAY, WEDNESDAY, THURSDAY & FRIDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, MULTI-PURPOSE ROOMS, GENERAL OFFICES

J15	Dust all furniture, fixtures & equipment with approved cleaning product	Five Times Weekly
J16	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Five Times Weekly
J17	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
J18	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
J19	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
J20	Vacuum all entry mats and carpeted areas	Five Times Weekly
J21	Spot clean carpet as needed with approved cleaning product	Five Times Weekly
J22	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds & doorways.	Five Times Weekly
J23	Clean inside and outside of entry door and windows	Five Times Weekly
J24	Clean & vacuum air conditioning vents	Once Monthly
J25	DRINKING FOUNTAIN: Clean and sanitize	Once Weekly

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MUNICIPAL AIRPORT
ITEM K

1745 SESSUMS DRIVE

CLEANING SHALL BE PERFORMED TUESDAY & FRIDAY AFTER 5:30 P.M.

HANGAR BATHROOM CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

HANGAR BATHROOM

K1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
K2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
K3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
K4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
K5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
K6	Refill all dispensers with approved paper/soap products	Five Times Weekly
K7	Remove with vacuum spider webs from corners, windowsills & doorways	Once Monthly

AIRPORT MANAGERS OFFICE

K8	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
K9	Spot clean all walls, partitions, light switches, appliances, baseboards & doors with approved cleaning product	Two Times Weekly
K10	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
K11	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
K12	Dust all chairs, table legs and rungs, table tops, desktops, baseboards, ledges, & moldings	Two Times Weekly

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PARK AVENUE POLICE STATION/JAIL
(CORPORATE YARD)
ITEM L
1270 W. PARK AVENUE
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M.
7 DAYS PER WEEK – INCLUDES RECORDS AND DISPATCH DEPARTMENT

BATHROOMS ARE CLEANED SEVEN DAYS PER WEEK MONDAY THROUGH SUNDAY

BATHROOMS, SHOWERS & LOCKER ROOMS

L1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Seven Times Weekly
L2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
L3	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
L4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Seven Times Weekly
L5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Seven Times Weekly
L6	Refill all dispensers with approved paper/soap products	Seven Times Weekly
L7	LOCKER ROOMS: Fully clean and sanitize sinks, mirrors, showers, shower floors, walls & ceilings with approved cleaning product	Seven Times Weekly
L8	LOCKER ROOMS: Wipe down all lockers with approved cleaner	Seven Times Weekly
L9	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

KITCHEN/BREAKROOM

L10	Clean and sanitize sink, countertops and exterior of appliances with approved cleaner	Seven Times Weekly
L11	Clean & Sanitize lunchroom tables, chairs, and vending machines	Seven Times Weekly
L12	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
L13	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Seven Times Weekly
L14	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
L15	Clean & vacuum air conditioning vents, baseboards, windowsills, window blinds & remove spider webs	Once Monthly

PARK AVENUE POLICE STATION/JAIL
(CORPORATE YARD)
ITEM L

1270 W. PARK AVENUE
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M.
7 DAYS PER WEEK – INCLUDES RECORDS AND DISPATCH DEPARTMENT

BATHROOMS ARE CLEANED SEVEN DAYS PER WEEK MONDAY THROUGH SUNDAY

LOBBIES, CORRIDORS, GENERAL OFFICES

L16	Dust all furniture, fixtures & equipment with approved cleaning product	Seven Times Weekly
L17	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Seven Times Weekly
L18	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Seven Times Weekly
L19	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
L20	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
L21	Vacuum all carpeted areas (entry mats included)	Seven Times Weekly
L22	Spot clean carpet as needed	Seven Times Weekly
L23	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds, air conditioning vents & doorways.	Once Monthly

LOCKUP FACILITY

L24	Clean and sanitize sink, toilet, all surfaces, all fixtures including doorknobs & benches	Seven Times Weekly
L25	Dust mop or sweep all hard surface floors with a clean treated dustmop	Seven Times Weekly
L26	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
L27	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
L28	Clean & vacuum air conditioning vents, baseboards, windowsills & remove spider webs	Once Monthly

POLICE ADMINISTRATIVE OFFICES
ITEM M

30 CAJON STREET

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF
3:00 P.M. & 5:00 P.M. EVERY TUESDAY & THURSDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

BATHROOMS

M1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
M2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
M3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
M4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
M5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
M6	Refill all dispensers with approved paper/soap products	Five Times Weekly
M7	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

BASEMENT & KITCHEN/BREAKROOM

M8	Clean all walls, partitions, light switches, appliances, baseboards & doors with approved cleaning product	Two Times Weekly
M9	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
M10	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
M11	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
M12	Clean & sanitize fixtures, appliances, counter tops, doorknobs & chrome	Two Times Weekly
M13	Vacuum all carpeted areas (entry mats included)	Two Times Weekly
M14	As needed, spot clean carpeted areas	Two Times Weekly
M15	DRINKING FOUNTAINS: Clean & sanitize	Two Times Weekly

POLICE ADMINISTRATIVE OFFICES
ITEM M

30 CAJON STREET

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF
3:00 P.M. & 5:00 P.M. EVERY TUESDAY & THURSDAY

MAIN FLOOR & SECOND FLOOR OFFICES & COMMON AREAS

M16	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
M17	Clean, disinfect and polish all drinking fountains, removing water marks, scale and splash marks on the sides and front	Two Times Weekly
M18	Spot clean all walls, partitions, light switches, appliances, baseboards & doors with approved cleaning product	Two Times Weekly
M19	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
M20	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
M21	Vacuum all carpeted areas (entry mats included))	Two Times Weekly
M22	Clean inside and out both sets of glass doors with approved cleaning product	Two Times Weekly
M23	As needed, spot clean carpeted areas	Two Times Weekly
M24	STAIRS: Sweep and mop stairs with approved cleaner	Two Times Weekly
M25	STAIRS: Clean stair railings and ledges with approved product	Two Times Weekly
M26	Clean & vacuum air conditioning vents	Once Monthly
M27	Dust/vacuum all furniture, fixtures, equipment & accessories	One Monthly
M28	Dust high and low areas (pictures, clocks, partition tops, etc.)	Once Monthly

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POLICE SUB-STATION
ITEM N

1150 BROOKSIDE, #J1A

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF
3:00 P.M. & 5:00 P.M. EVERY TUESDAY & THURSDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

BATHROOMS

N1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
N2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
N3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
N4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
N5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
N6	Refill all dispensers with approved paper/soap products	Five Times Weekly
N7	Remove with vacuum spider webs from corners, windowsills & doorways	Once Monthly

KITCHEN/BREAKROOMS

N8	Clean sink, countertops and exterior of appliances with approved cleaner	Two Times Weekly
N9	Damp wipe all lunchroom tables, chairs, and vending machines with approved cleaner	Two Times Weekly
N10	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
N11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
N12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
N13	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways	Once Monthly
N14	Clean & vacuum air conditioning vents	Once Monthly

WASTEWATER TREATMENT PLANT

ITEM O

1950 NEVADA STREET
CLEANING SHALL BE PERFORMED SUNDAY, TUESDAY & THURSDAY AFTER 7:00 P.M.

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

BATHROOMS

O1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
O2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
O3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
O4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
O5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
O6	Refill all dispensers with approved paper/soap products	Five Times Weekly
O7	SHOWERS: Clean and sanitize floors, walls, ceilings, faucets with approved cleaning product	Five Times Weekly
O8	Remove with vacuum spider webs from corners, windowsills & doorways	Once Monthly

KITCHEN AND BREAKROOM

O9	Clean and sanitize sink, countertops and exterior of appliances with approved cleaner	Three Times Weekly
O10	Damp wipe all lunchroom tables, chairs and vending machines with approved cleaner	Three Times Weekly
O11	Empty all trash/recycle receptacles & replace trash liners as necessary	Three Times Weekly
O12	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Three Times Weekly
O13	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Three Times Weekly
O14	Clean & vacuum air conditioning vents, baseboards, windowsills & remove spider webs	Once Monthly

WASTEWATER TREATMANT PLANT

ITEM O

1950 NEVADA STREET
CLEANING SHALL BE PERFORMED SUNDAY, TUESDAY & THURSDAY AFTER 7:00 P.M.

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, GENERAL OFFICES

O15	Dust all furniture, fixtures & equipment with approved cleaning product	Three Times Weekly
O16	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Three Times Weekly
O17	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Three Times Weekly
O18	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Three Times Weekly
O19	Empty all trash/recycle receptacles & replace trash liners as necessary	Three Times Weekly
O20	Vacuum all entry mats	Three Times Weekly
O21	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds & doorways.	Once Monthly
O22	Clean & vacuum air conditioning vents	Once Monthly
O23	DRINKING FOUNTAIN: Clean and sanitize	Three Times Weekly

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WATER PRODUCTION & OPERATIONS
ITEM P

955 PARKFORD DRIVE
CLEANING SHALL BE PERFORMED SUNDAY AND WEDNESDAY AFTER 7:00 P.M

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

BATHROOMS

P1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
P2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
P3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
P4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
P5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
P6	Refill all dispensers with approved paper/soap products	Five Times Weekly
P7	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

KITCHEN/BREAKROOM

P8	Clean sink, countertops and exterior of appliances with approved cleaner	Two Times Weekly
P9	Clean & sanitize all lunchroom tables, chairs and vending machines with approved cleaner	Two Times Weekly
P10	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
P11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
P12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
P13	Clean & vacuum air conditioning vents, baseboards, windowsills & remove spider webs	Once Monthly

WATER PRODUCTION & OPERATIONS
ITEM P

955 PARKFORD DRIVE

CLEANING SHALL BE PERFORMED SUNDAY AND WEDNESDAY AFTER 7:00 P.M

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, GENERAL OFFICES

P14	Dust all furniture, fixtures & equipment with approved cleaning product	Two Times Weekly
P15	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Two Times Weekly
P16	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
P17	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
P18	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
P19	Vacuum all carpeted areas (entry mats included)	Two Times Weekly
P20	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways.	Once Monthly
P21	Clean & vacuum air conditioning vents	Once Monthly

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EXHIBIT "B"

FEE SCHEDULE

(APRIL, MAY, AND JUNE 2023)
YEAR 1 (JULY 1, 2023 through JUNE 31, 2024)
YEAR 2 (JULY 1, 2024 through JUNE 31, 2025)
YEAR 3 (JULY 1, 2025 through JUNE 31, 2026)

	3 MONTHS	YEAR ONE	YEAR TWO	YEAR THREE
LOCATION	**PER MONTH**	**PER MONTH**	**PER MONTH**	**PER MONTH**
Animal Shelter	$ 1,230.92	$ 1,230.92	$ 1,252.89	$ 1,304.86
Airport	$ 815.30	$ 815.30	$ 849.94	$ 884.58
Carriage House	$ 1,612.48	$ 1,612.48	$ 1,652.52	$ 1,692.56
Civic Center	$ 5,269.16	$ 5,269.16	$ 5,570.21	$ 5,872.26
Cemetery	$ 1,588.24	$ 1,588.24	$ 1,634.14	$ 1,680.04
Contemporary Club	$ 800.48	$ 800.48	$ 837.37	$ 874.26
Corporate yard	$ 2,649.46	$ 2,649.46	$ 2,836.20	$ 3,022.94
Joslyn Sr. Center	$ 1,592.48	$ 1,592.48	$ 1,701.83	$ 1,811.18
Landfill	$ 822.48	$ 822.48	$ 862.52	$ 902.56
Library & Shrine	$ 5,824.92	$ 5,824.92	$ 6,010.31	$ 6,195.70
Park Ave. PD Station/Jail	$ 4,976.70	$ 4,976.70	$ 5,108.77	$ 5,240.84
PD Annex	$ 2,992.42	$ 2,992.42	$ 3,129.89	$ 3,267.36
PD Sub Station	$ 665.74	$ 665.74	$ 697.68	$ 729.62
Senior Center/Recreation	$ 5,816.18	$ 5,816.18	$ 5,943.55	$ 6,072.92
Waste Water Treatment Plant	$ 2,075.72	$ 2,075.72	$ 2,246.26	$ 2,241.80
Water Production & Operations	$ 1,172.48	$ 1,172.48	$ 1,249.64	$ 1,326.80
TOTALS	**39,905.16**	**$ 39,905.16**	**$ 41,583.72**	**$ 43,120.28**
12 MONTH TOTAL		$ 478,861.92	Year 1	
12 MONTH TOTAL		$ 499,004.64	Year 2	
12 MONTH TOTAL		$ 517,443.36	Year 3	
AGREEMENT TOTAL		**$ 1,495,309.92**		

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.

QUINMAR JANITORIAL SERVICES, INC.

By:_____ Date: _____
Max Quintana, Owner

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/24/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Airport Janitorial Services	564900	6903		$ 3,000.00
Building Maint. Janitorial	101301	6903		$ 66,578.71
Cemetery Janitorial	562900	6903		$ 12,000.00
				$ $ 81,578.71

REVENUE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
				$ $ 0.00

JUSTIFICATION: FY 2022-23 Additional Appropriation for Janitorial Services
New contract includes all floors and materials (prior did not).
Increase in minimum wage and cost of materials

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/24/2023

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
Building Maint. Janitorial	101301	6903		$ 126,654.96
Cemetery Janitorial	562900	6903		$ 13,076.88
				$ $ 139,731.84

REVENUE APPROPRIATION INCREASE (if applicable)

Account Description	Orgkey	Object Code	Job Ledger (If applicable)	Amount
				$ $ 0.00

JUSTIFICATION: FY 2023-24 Additional Appropriation for Janitorial Services
New contract includes all floors and materials (prior did not).
Increase in minimum wage and cost of materials

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

CITY OF REDLANDS RFP RANKING SHEET

CITY WIDE JANITORIAL SERVICES - FCS01102023KG					
Firm Name	Qualifications of Firm 30% Ranking	Qualifications of Personnel 30% Ranking	Related Experience 30% Ranking	Completeness of Response 10% Ranking	Total Ranking 100%
Vested Solutions	N/A				
Premier Property Preservation	N/A				
Quinmar Janitorial	30	30	30	8	98%
Executive Facilities Services	27	27	27	9	90%

	Vested Solutions	Premier Property	Quinmar Janitorial	Executive
Total Price	$ 810,301.44	$1,433,899.43	$1,497,409.92	$ 2,406,057.00
			-2% = $1,467,461.72	

Kathleen Giurgiunni
Name of person providing ranking

2/28/23
Date

Comments:

2% off SB County Vendor
Vested Solutions & Premier Property more than 20 Miles from Civic Center - disqualified
Executive - "Canned" Proposal, No Janitorial Manager - other software used.

RFP Ranking Sheet

CITY WIDE JANITORIAL SERVICES - FCS01102023KG					
Firm Name	Qualifications of Firm 30% Ranking	Qualifications of Personnel 30% Ranking	Related Experience 30% Ranking	Completeness of Response 10% Ranking	Total Ranking 100%
Vested Solutions	/	/	/	/	/
Premier Property Preservation	/	/	/	/	/
Quinmar Janitorial	30	30	30	10	100
Executive Facilities Services	25	30	30	10	95

	Vested Solutions	Premier Property	Quinmar Janitorial	Executive Services
Total Price	$810,301.44	$1,433,899.43	$1,492,409.92	2,406,057

Zach LaBonte
Ranker

2/28/2023
Date

Comments:

Vested Solutions does not qualify due to corporate office over 20 miles Away
Premier Property Preservation does not qualify due to corporate office over 20 miles away
Ex Services marked down for not mentioning Janitorial manager

CITY OF REDLANDS RFP RANKING SHEET

CITY WIDE JANITORIAL SERVICES - FCS01102023KG						
Firm Name	Qualifications of Firm 30% Ranking	Qualifications of Personnel 30% Ranking	Related Experience 30% Ranking	Completeness of Response 10% Ranking	Total Ranking 100%	
Vested Solutions		DQ			0%	OUTSIDE OF 20M RADIUS
Premier Property Preservation		DQ			0%	" "
Quinmar Janitorial	30%	30%	30%	10%	100%	
Executive Facilities Services	25%	30%	30%	10%	95%	NO JANITORIAL MANAGER

	Vested Solutions	Premier Property	Quinmar Janitorial	Executive
Total Price	$ 810,301.44	$ 1,433,899.43	$ 1,497,409.92	$ 2,406,057

ERIC REEVES
Name of person providing ranking

2-28-23
Date

Comments:

VESTED SOLUTION - OUTSIDE 20 MILE REQUIREMENT - DQ
PREMIER PROPERTY - " " " "
QUINMAR - 100%
EXECUTIVE - 95% - MISSING REQUIREMENT OF JANITORIAL MANAGER SOFTWARE

City Council Meeting **L. 6.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the First Amendment to the Agreement with Southern California Fleet Services to increase the total compensation for an amount not to exceed $2,230,000; adoption of Resolution No. 8463 amending Resolution No. 8331 to approve a Purchase Order Modification with Ray Gaskin Service, Inc. not-to-exceed $300,000 to obtain equipment-specific parts (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 approve an amendment to an agreement with Southern California Fleet Services to increase the total compensation to an amount not to exceed $2,230,000; and

2. I move that the City Council adopt resolution No. 8463 amending Resolution No. 8331 to approve a purchase order modification with Ray Gaskin Service, Inc.

RECOMMENDATION:

Staff recommends that City Council approve an amendment to an agreement with Southern California Fleet Services to increase the not-to-exceed amount to $2,230,000 and adoption of Resolution No. 8463 approving a purchase order modification with Ray Gaskin Service, Inc.

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 2021, the City Council approved an agreement with Southern California Fleet Services, Inc. to provide onsite fleet maintenance and repair services. During Fiscal Year 2022-23, the division experienced staffing shortages, resulting in a need for contractual services. Recruitments for in-house staffing are underway and are anticipated to be filled by the end of this Fiscal Year. Therefore, the third and final term of the existing agreement will continue at the original contract rate. Staff is requesting an amendment to the agreement in order to increase the not-to-exceed amount of the second term of the agreement to $880,000, resulting in a total three-year agreement amount not-to-exceed amount of $2,230,0000.

In addition, on June 1, 2022, the City Council approved the annual purchase orders for the Facilities and Community Services Department, Resolution No. 8331 that included a sole-source purchase order with Ray Gaskin Service, Inc to provide heavy-duty truck parts (or Original Equipment Manufacturer (OEM)) on an as-needed basis. OEM parts have unique design features that cannot be replaced by non-OEM parts and use of alternate parts would void a manufacturer's warranty. Due to excessive wear, a solid waste front loader vehicle (unit #815) requires repairs to the body of the truck. City staff researched various options, including switching the body from another truck that was due to be decommissioned. However, it was determined the most fiscally sound decision was to refurbish the vehicle. The estimated cost to complete the work is between $30,000 and $50,000, which will result in the vehicle being put back into a like-new condition and extending the service life. In addition, this repair will require additional parts, also contributing to the increased cost of $50,000. In comparison, a new vehicle's estimated cost is over $455,000. Staff is requesting adoption of Resolution No. 8463 amending Resolution No. 8331 approving a purchase order modification with Ray Gaskin Service, Inc to increase the not-to-exceed amount from $200,000 to $300,000 to cover the cost of the vehicle repair.

ALTERNATIVES:

City Council may elect not to approve the amendment with Southern California Fleet Services or adopt Resolution No. 8463. 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
Amount:	$305,000
Budgeted Y/N:	Y
Account No.:	607900

Discussion:

If approved by the City Council, the agreement with Southern California Fleet Services will increase by $205,000. In addition, the purchase order with Ray Gaskin Service, Inc. will increase by $100,000. Sufficient funding for these services is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2022-23 as approved by the City Council.

Attachments

A. First Amendment with So Cal Fleet
B. Agreement with So Cal Fleet
C. Resolution No. 8331
D. Resolution No. 8463

FIRST AMENDMENT TO AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This First Amendment ("First Amendment") to the agreement for the provision of onsite fleet maintenance and repair services ("Agreement"), dated June 1, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Southern California Fleet Services, Inc., a California corporation ("Consultant"), is made and entered into this 18th day of April, 2023.

RECITALS

WHEREAS, it is the desire of the City and Consultant 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 six hundred seventy-five thousand dollars ($675,000) for the Services provided during the Initial Term. The compensation for Contractor's performance for the Services shall not exceed the amount of eight hundred eighty thousand dollars ($880,000) for the first Extended Term; and six hundred seventy-five thousand dollars ($675,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of two million two hundred thirty thousand dollars ($2,230,000). 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 "C," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of April 18, 2023.

CITY OF REDLANDS

_____
Eddie Tejeda, Mayor

SOUTHERN CALIFORNIA FLEET SERVICES, INC.

By: _____
Tom Franchina, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of onsite fleet maintenance and repair services ("Agreement") is made and entered in this 1st day of June, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Southern California Fleet Services, 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 onsite fleet maintenance and repair 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, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Chris 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 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Preventative Equipment Maintenance Schedule," which is attached hereto and incorporated herein by reference. The Services shall commence on June 5, 2021.

4.2 The Initial term of this Agreement shall commence on its Effective Date and ending on June 30, 2022 (the "Initial Term"). City shall have the option to extend the Initial Term of this Agreement by two (2) additional 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.

4.3 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 six hundred seventy five thousand dollars ($675,000) 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 six hundred seventy five thousand dollars ($675,000) for the first Extended Term; and six hundred seventy five thousand dollars ($675,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of two million twenty five thousand dollars ($2,025,000). 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 "C," titled "Fee Schedule," 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 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	Tom Franchina, President
City of Redlands	Southern California Fleet Services, Inc.

35 Cajon Street
P.O. Box 3005 (mailing)
edlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531
Fax: (909) 798-7535

2855 Sampson Avenue
Corona, CA 92879
tfranchina@socalfleet.com
Phone: (951) 272-8655

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 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 T. Barich, Mayor

SOUTHERN CALIFORNIA FLEET SERVICES, INC.

By: Tom Franchina
Tom Franchina, President

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Time estimates for equipment repairs are not to exceed the industry standard repair guidelines using sources such as, Chilton, Mitchell or All Data time. Additional time above and beyond guideline will not be accommodated unless previously approved in writing or email by an authorized City representative.

The Scope of Work and Specifications are a general guide, and are not intended to be all-inclusive list of all the work necessary for providing the Onsite Fleet Maintenance and Repair Program scope. It shall be the Contractor's responsibility to develop and implement a preventative maintenance (PM) program to effectively maintain all vehicles and equipment listed in the Fleet Availability Performance Standards Tables (Table A - List of Fleet Vehicles; Table B – List of Enterprise Vehicles, Table C – Vehicle Descriptions) to the satisfaction of City's Representative.

The current hours of operation for City staff at the Fleet Facility is Monday through Friday from 6:00 am to 4:30 pm. The Contractor will be required to have technician's onsite from 7:00am until 10:30pm. Monday through Thursday and Fridays from 7:00am to 8:30 pm. Schedule is not set and is workable.

Personnel Requirements are as follows:

- Three (3) fleet technicians
    - Two (2) technicians will be onsite Monday through Thursday from 2pm-10:30pm and Fridays from 12pm-8:30pm.
    - One (1) technician will be onsite Monday through Friday from 7am-3:30pm
    - One (1) light duty service truck to perform onsite BIT inspections.
- Admin Staff:
    - One (1) admin staff onsite once week, each Thursday from 8am-4:30pm. Admin staff shall be responsible for processing paperwork, and creating weekly invoices.
- Janitorial Service:
    - One (1) person onsite (part-time) Monday through Thursday from 6am-11am.

Contractor will ensure all employee's certifications and licenses must stay current, including, but not limited to

- Class A/B License
- ASE's
- Forklift

Contractor will not use the contracted assets or other City furnished property for work on vehicles or equipment not owned or leased by City unless otherwise authorized by City. City property will not be used in any manner for any personal advantage, business gain, or other personal endeavors by Contractor or Contractor's employees other than in the performance of the work described in the Agreement, unless otherwise authorized.

Within ten (10) days of Agreement award, Contractor shall schedule with City a joint facility inspection for the purpose of identifying pre-existing deficiencies pertaining to the buildings, utility systems, equipment, and other assets. Contractor and City will together make a complete and systematic inspection and inventory of all structural, mechanical, electrical and furniture to which Contractor will have access during the course of the Agreement period. Contractor will then prepare and submit to City a Pre-Existing Deficiency Report

describing all observed deficiencies pertaining to the building structure, systems, equipment, or other assets noted during the joint inspection. Contractor will include and identify, as part of this listing, any facility feature or system which is functional but which should be considered for replacement or upgrade due to age or overall condition.

City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at this facility. Contractor shall be responsible for identifying any hazardous conditions located in the facility and notifying City in writing within thirty (30) days of Agreement Award. This will be accomplished by conducting an environmental assessment and an occupational, health, and safety inspection of facility acceptable to City. Contractor will be responsible for the conduct of the assessment and inspection and will pay for the cost of these services.

City will be responsible for supplying heat, water and electricity to these facilities. Contractor may use City phone system, but must pay for local service, equipment charges and long distance calls. In using these facilities, Contractor will develop and adhere to an energy conservation plan that is consistent with City policy. To the extent Contractor operates these facilities in a manner that unnecessarily increases utility costs incurred by City (e.g., does not turn off lights when appropriate to conserve energy and utility usage), City may charge Contractor the excess utility costs of such practices.

City will be responsible for preventative maintenance and repair of facility structure and all elements contained therein that are sublet to Contractor and that are the property of City unless such repair is due to negligence of Contractor.

City from time to time, may add equipment, tools, or furniture to the garage and will entertain Contractor recommendations in this regard. These items will be added to the inventory of items that are Contractor's responsibility as they are put into service. Alternatively, Contractor may purchase and install equipment in the garage upon approval by City. At the conclusion of the Agreement, City shall have the option to purchase this equipment at its depreciated cost. If City elects not to purchase this equipment, Contractor will remove the equipment and return the garage to its pre-equipment installation condition.

Hazardous Material Disposal

Contractor will be responsible for disposal of all wastes (e.g. used oils, oil filters, coolants, transmission fluids, tires, etc.) generated during the course of the Agreement. Disposal of all waste materials will be done in accordance with City, County, State and Federal laws and regulations. Contractor will train its employees in working with and handling hazardous materials, and will obtain all necessary permits for storage, handling and disposing of waste material in an environmentally acceptable and lawful manner.

Contractor will maintain records, including Material Safety Data Sheets (MSDS) and contingency plans for handling a spill or mishap, on all hazardous chemicals and other hazardous wastes, which will contain the materials original, use, transportation, and ultimate distribution and disposal.

Contractor will aid City Staff with an annual Certified Unified Program Agency (CUPA) Filing.

Contractor will be responsible for assuring that as much as possible, the disposal of items will be recycled and in keeping with City's Green Initiative.

Diesel Particulate Filters

Contractor shall maintain and service Diesel Particulate Filters as required by AQMD

Parts Procurement

Contractor may utilize City existing parts procurement contracts for their existing term(s). Contractor shall demonstrate to City that he/she/it is receiving the preferred customer pricing for City for all other parts or supplies.

In the spirit of competitive pricing and the best interest of City, Contractor shall indicate their best markup costs, if any, in the Proposal. City reserves the right to purchase parts directly for Contractor's use in effecting maintenance or repairs, whether from existing contracts or from any vendor of its choice.

Repairs

Contractor must be an authorized Enterprise Fleet Management vendor for repairs and maintenance. Estimates for equipment repair are not to exceed the industry standard flat rate repair guidelines using sources such as, Chilton, Mitchell or All Data time. Additional time and charges above and beyond guideline will not be accommodated unless previously approved by City Representative.

If it is determined that a City vehicle needs repairs beyond regular maintenance such as new brakes, tires, major electrical improvements, or other repairs deemed as necessary, the Preventative Maintenance form will become a repair work order. The City Representative will be contacted to obtain authorization to proceed before any repairs are performed, as required by California State law. The Contractor will not perform the repair until receiving approval from City Representative in writing or e-mail. Contractor will also advise City Representative of the estimated downtime before completing the repair.

Work shall not be sub-contracted without approval from City Representative. Any subcontractor to be utilized for maintenance or repair work shall meet City's required qualifications, repair certificates, licenses, and insurance requirements and provide repair and maintenance as provided in the turnaround time requirements identified in the Agreement.

Warranty and Recall Work

Contractor will administer all warranties and recalls, both for vehicles and parts, associated with management of City's fleet. Contractor will be required to attempt to obtain authorization from various vehicle manufactures to perform in house warranty work on City vehicles. Such work will be reimbursed directly to the Contractor by the manufacturer and City will be held harmless from payment for such work. Work performed by the Contractor for which reimbursement is provided by the manufacturers will not be billed to City. Contractor can send warranty or recall work out to others, subject to applicable provisions of the manufacturer's warranty, when it is more cost-effective to City to do so. Contractor will be responsible for any deductible on work performed at a dealership. The cost of repairs made if a vehicle is sent out for suspected warranty work – and the suspected problem is not warrantied – will be absorbed by Contractor as part of the annual maintenance cost.

Emission (Smog) Testing / Opacity Testing

Emission testing shall be performed annually on qualifying vehicles by Contractor. Due to configuration of City's fleet, there will be vehicles to test every year based on vehicle identification numbers. Opacity testing done annually with comprehensive records maintained.

DOT/BIT Inspection Vehicles (Heavy Trucks, Trailers and Buses)

Contractor shall manage and City's DOT/BIT Inspection to include, but not limited to:

1) Serviced accordingly every 90 days as per DOT guidelines with CHP approved checklists
2) Maintain records for all vehicles regulated by DOT per DOT and CHP guidelines

City will manage and maintain personnel records and conduct random drug screening for City employees affected by the DOT/BIT program.

Management Information System

City shall provide and maintain all software and hardware needed for the **Ron Turley & Associates (RTA) Fleet Management Software, Version 7.3.2.2.0 System**.

The Contractor will be responsible for accurate daily entry of all work order information, (e.g. parts, labor, repair type, outside vendor repair costs, etc.) into the RTA Fleet Management System.

The Contractor will follow existing City Policies with respect to adding or modifying any information to the RTA Fleet Management Software.

Sensitivity of City Property

Contractor must acknowledge that certain property owned by City is sensitive in nature and requires concerted efforts by Contractor to insure that the sensitive nature of such property is not compromised.

Vehicles designated by City as unmarked police undercover vehicles will be serviced and maintained by Contractor. Contractor will insure that the confidential and sensitive nature of these vehicles, including, but not limited to, the special equipment inside the vehicles are maintained. Security procedures by Contractor for such vehicles will include written acknowledgement of the agreement of staff to:

A) Control and limit discussion about these vehicles
B) Prohibit handling and tampering with special machinery and tools
C) Insuring that the integrity of the mechanics and other staff and subcontractors is sufficient

Turn Around Time – Public Safety

In the course of maintenance and repair of City owned Police vehicles, there shall not be more than 10% of the safety fleet down at one time for maintenance or repair. Repairs will need to be coordinated with City Representative to minimize equipment downtime for response.

Safety Requirements

Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), California Department of Labor (CAL) and all other applicable federal, state, county, and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. Contractor's failure to thoroughly familiarize themselves with the aforementioned safety provisions shall not relieve them from compliance with the obligations and penalties set forth therein. City reserves the right, but is not obligated to make safety inspections at any time Contractor is on City property and to ensure safety rules are not being violated.

A) Contractor will furnish adequate safety equipment and comply with the various OSHA regulations established by the Federal Government, the State and amendments and changes that may occur from time to time. Contractor will maintain safety records in connection with its operation of City facilities recording the relevant details regarding any accidents or injuries occurring on City of Redlands property.

B) All work will be conducted in a safe manner and will comply with the requirements of State and local rules and regulations and OSHA safety standards. Prior to commencement of the work, Contractor will meet in conference with a representative from the Risk Management Division to discuss and develop a mutual understanding relative to the administration of City safety program.

C) If at any time Contractor fails or refuses to comply with Federal, State, or City of Redlands safety requirements; City may issue an order to stop all work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order will be made the subject of any claims for excess cost, damage or extension of time against City, its agents or employees.

D) Contractor will report to City all accidents (personal injury, vehicle or equipment damage) within twenty-four (24) hours of their occurrence or discovery.

Additional Duties

A) Road calls in field
B) Minimal welding and fabrication
C) Large truck and car tire repairs and installation
D) Unload deliveries for warehouse/UPS/Fed-Ex

Fleet Availability Performance Standards

Table A – List of Vehicles

	DEPARTMENT/FLEET	MONTHLY AVAILABILITY GOAL
1	Entire City of Redlands Fleet	Between 95% and 97%
2	Police – Available 24 x 7	Between 95% and 97%
3	Solid Waste* -Available 8 – 9 Hours per business day a. Commercial Collections b. Residential Collections c. Recycling	Between 95% and 97%
4	a. Water Production* b. Water Distribution* c. Waste Water*	Between 94% and 97%
5	a. Building & Safety* b. Parks* c. Building Maintenance* d. Electrical*	Between 94% and 97%
6	a. Code Enforcement* b. Animal Control* c. Cemetery* d. Meter Readers*	Between 95% and 97%
7	a. FCS* b. Senior Transport*	Between 94% and 97%
8	a. Recreation* b. Streets* c. Street Trees*	Between 94% and 97%
9	MUED a. Administration* b. Engineering*	Between 94% and 97%

*These vehicles do not accrue downtime until the next business day begins. Accident damage repairs, acts of nature or any time spent waiting for customer approval to precede with repair does not accrue downtime.

EXHIBIT "B"

PREVENTATIVE EQUIPMENT MAINTENANCE SCHEDULE

Preventative maintenance shall be defined as scheduled routine inspection, servicing, repair and replacement of equipment components on a regular basis so as to facilitate operations with a minimum of downtime. The preventative maintenance program shall be in accordance with industry recognized best Onsite Fleet Maintenance and Repair Program practices, and shall comply with the original equipment manufacturer (OEM) specifications.

Safety Checklist: *The listed items must be inspected, serviced and/or repaired at* ***every*** *PM interval.*

1	Headlights (High and Low Beams)	9	Steering and Suspension Components
2	Beam Indicator Lamp	10	Windshield Wipers and Washers
3	Parking Lights	11	Horn and/or Audible Warning Devices (Siren, etc.)
4	License Plate Light	12	All Interior and Exterior Mirrors
5	Tail/Stop Lights	13	Exhaust Pipes and all Hanger/Clamps
6	Turn Signals	14	Seat Belts
7	Hazard and 4 Way Lights	15	Window Operation and Door Locks
8	Emergency/Parking Break	16	Tire Pressure and Wear

Preventative Maintenance - Level A Service (PM-A)

Perform all items listed every 3000 miles or four months, whichever occurs first, on all cars, light trucks (1 ton and below) vans, utility vehicles, etc. Exceptions from the PM work listed will be considered if approved by the City Representative.

1	Inspect service and repair all interior lights.		
2	Inspect, service and refill fluid levels:		
	a. Coolant b. Windshield Washer Solvent	c. Transmission d. Differentials	e. Power Steering f. Brake Fluids
3	Inspect, service and repair charging system, battery terminals, cables and box		
4	Inspect, service and repair heating/air conditioning system		
5	Inspect, service and repair frame, cross members and body joints		
6	Inspect, service and repair the engine starting components and circuits		
7	Inspect, service and repair drive train components		
8	Inspect, service and repair any noted oil, fuel, coolant or other fluid leaks		
9	Inspect, service and repair air emission filters and valves as needed		
10	Inspect, service and repair drive belts, hoses and clamps		
11	Inspect, service and repair all gauges for proper calibration and operation		
12	Inspect, service, repair and lubricate all grease points on chassis, body, booms, hoists and winching mechanisms		
13	Change engine oil and filter – products shall meet OEM specifications		
14	Inspect, service and replace air filter as necessary		
15	Inspect, service, repair/replace tires as necessary. Replace at 3/32 inch tread life.		
16	Inspect brakes, repair/*replace as necessary.		

Preventative Maintenance - Level B Service (PM-B)

Perform item listed every 6,000 miles or 8 months, whichever occurs first.

1	Perform all items listed in PM-A
2	Inspect, service and repair emissions systems as required by original equipment manufacturer
3	Rotate and Balance all Tires – check for wear and replace as appropriate
4	Scope engine and perform minor tune up as necessary
5	Inspect and service brake components as necessary. ***Note: Every brake job shall include complete new brake hardware kit and cleaning/repacking of wheel bearings.***

Preventative Maintenance - Level C Service (PM-C)

Perform items listed every 9,000 miles or 12 months, whichever occurs first.

1	Perform all items listed in PM-A and PM-B
2	Inspect and service transmission, which includes but is not limited to adjustment, fluid and filter change as necessary and/or required by original equipment manufacturer
3	Perform front end alignment as well as inspect for work or broken components; replace as necessary
4	Drain, flush and replace differential fluids
5	Drain, flush and replace engine coolant
6	Remove all wheels and inspect brakes; *replace or repair as needed
7	Clean particulate diesel filters per OEM specifications

30,000 Mile Service

Perform items listed every 30,000 miles

1	Perform a pressure check of the coolant system for leaks. Drain coolant and perform black flush to system. Replace coolant; tighten all hose clamps and fittings.
2	Change air and fuel filters
3	Perform a complete system check to include ignition/timing, the charging voltage, charging amperage and the cranking amperage. The results must be recorded on the PM checklist.
4	Drain the transmission fluid, replace the filter, adjust the transmission bands and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Perform a road test to ensure fluid is circulated and bands are properly adjusted.
5	Replace all spark plugs and wires, distributor cap and rotor, PVC valve with new OEM or better quality parts. Perform overhead service.
6	Remove thermostat and gasket and replace with new OEM or better quality part
7	A road test shall be performed for each preventative service performed for diagnosing problems, checking the effectiveness of repairs and testing overall operation of the vehicle. Technician to make recommendations as appropriate.
8	Check tire pressure and condition. Replace as appropriate

EXHIBIT "C"

Fee Schedule

Labor Rates

Administrative Fee	$50.00 / per day
Utility/Custodial Fee	$250.00 / per day
Tier 1 Technician x 2	$69.50 / per hour
Tier 2 Technician x 1	$92.00 / per hour

Tier 1 Technicians

Technicians dedicated to the shop in Redlands. Rate is for light duty vehicles and equipment including preventive maintenance outlined in Exhibit "B" of this agreement. Technicians will conduct preventative maintenance on all pieces of equipment. Any work outside of preventive maintenance and light duty repairs will be billed at Tier 2 rate

Tier 2 Technicians

Technicians dedicated to the shop in Redlands. Rate is for refuse trucks, medium and heavy-duty vehicles including preventive maintenance outlined in Exhibit "B" of this agreement. Technicians will conduct preventative maintenance on all pieces of equipment.

Material / Parts / Subcontractor Rates

Parts Markup	Cost + 15%
Subcontractor Costs	Cost + 15%

No annual rate escalation will be applied

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.

Southern California Fleet Services, Inc.

By: Tom Franchina _____ Date: 05/24/2021

Tom Franchina, President

RESOLUTION NO. 8331

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 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, for fiscal year 2022-23, to support City operations and in accordance with the City's purchasing policy, the following single/sole 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:

Section1. The City Council hereby approves the single/sole source purchase order requests for Fiscal Year 2022-23 with Amrep, Clean Energy Cryogenics, a subsidiary of Clean Energy, Ontario Refrigeration, Quaid Harley-Davidson, Ray Gaskin Service Inc., Rush Truck Centers c/o Interstate Billing Services, San Bernardino County Landfill.

Section 2. The City Council hereby approves an agreement and single source purchase order with Executive Facilities Services Inc. for Janitorial Services at the facility located at 300 E. State Street in an amount not to exceed $153,484 for a period of one year.

Section 3. The City Council hereby approves an agreement and single source purchase order with Liftech Elevator Services for elevator maintenance services at the facility located at 300 E. State Street in an amount not to exceed $32,848.30 for a period of one year.

Section 4. The City Council hereby approves an agreement and single source purchase order with Universal Protection dba Allied Universal for Professional Security Services at the facility located at 300 E. State Street in an amount not to exceed $107,549 for a period of one year.

Section 5. 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 6. The City Council hereby approves an agreement with Fairview Ford Sales Inc., for wholesale Ford OEM parts in an amount not to exceed $23,971.40 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $71,914.20.

Section 7. The City Council hereby approves an agreement with Haz Mat Trans Inc., for pick up and disposal of hazardous waste materials in an amount not to exceed $53,957.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $161,871.00.

Section 8. The City Council hereby approves an agreement with Ken Grody Ford Redlands for Ford OEM parts and repair in an amount not to exceed $98,535.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $292,605.00.

Section 9. The City Council hereby approves an agreement with Leafwise Landscape for Hillside Cemetery landscape maintenance in an amount not to exceed $76,275.20 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $228,825.60.

Section 10. The City Council hereby approves an agreement with Merrimac Petroleum, Inc., dba Merrimac Energy Group for fleet bulk fuel unleaded and diesel in an amount not to exceed $1,200,000.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $3,600,000.00.

Section 11. The City Council hereby approves an agreement with P.F. Services Inc., for fuel site Designated Operator, maintenance, and repair services in an amount not to exceed $70,084.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $210,252.00.

Section 12. The City Council hereby approves an agreement with P & S Truck Center for heavy duty truck repair parts in an amount not to exceed $29,854.40 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $89,563.20.

Section 13. The City Council hereby approves an agreement with SC Commercial, LLC dba SC Fuels for fleet oil and lubricants in an amount not to exceed $79,151.55 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $237,454.65.

Section 14. The City Council hereby approves an agreement with Southwest Lift & Equipment, Inc., for lift equipment maintenance and repair in an amount not to exceed $134,000.00 for a period of one year, with two additional one-year renewal options bringing the total to an amount not to exceed $402,000.00.

Section 15. The City Council hereby determines that the approval of the ten (10) single/sole source purchase orders, one (1) cooperative purchase order, and twelve (12) 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 21st day of June, 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 21st day of June, 2022

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

Jeanne Donaldson, City Clerk

Exhibit "A"

Single/Sole Source Purchase Orders

Staff is requesting approval for the annual purchase orders for the following single/sole source vendors for the not-to exceed amounts as described below.

Original Equipment Manufacturer (OEM) New Way Parts

Vendor	Purchase Order Request
Amrep	$100,000

Staff is requesting a single source annual purchase order with Amrep. The only manufacturing source and provider of original Amrep bodies and parts are specific to Solid Waste trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Amrep Inc., is an approved manufacturer; their location is in Ontario, CA, 28 miles from the corporate yard.

Fuel Island Maintenance Service and Parts

Vendor	Purchase Order Request
Clean Energy Cryogenics, a subsidiary of Clean Energy	$90,000

Staff is requesting a single source annual purchase order with Clean Energy Cryogenics, a subsidiary of Clean Energy to fulfill all scheduled maintenance to include general up-keep and emergency maintenance as needed. Clean Energy Cryogenics will also replace any inoperable pumps, including parts and supplies. Clean Energy Cryogenics is the primary source for technicians, equipment, and supplies to provide services to the City's LNG station. While there are other companies that provide maintenance and repair services, these other companies cannot offer technicians who are experienced with the specific equipment that was installed by Northstar Inc., in 2013. Using another source would cause significant delays in repairs and substantially higher rates for technicians and higher cost for parts, resulting in extended downtime of the fuel system, and a potential reduction in LCNG sales.

Original Equipment Manufacturer (OEM) Quaid Harley-Davidson

Vendor	Purchase Order Request
Quaid Harley-Davidson	$30,000

Staff is requesting a single source annual purchase order with Quaid Harley-Davidson. The only manufacturing source and provider of original Harley-Davidson bodies and parts are specific to

Police Department motorcycles within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Quaid Harley-Davidson is an approved manufacturer; their location is in Loma Linda, CA, 4 miles from the corporate yard.

Original Equipment Manufacturer (OEM) New Way Parts

Vendor	Purchase Order Request
Ray Gaskin Service Inc.	$200,000

Staff is requesting a single source annual purchase order with Ray Gaskin Service Inc. The requested parts are specific to New Way make trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Ray Gaskin Service Inc., is an approved seller and distributor of New Way OEM parts; their location is in Fontana, CA, 17 miles from the corporate yard. The next closest vendor is Ruckstell California Sales Co in Fresno, CA, 279 miles from the corporate yard.

Original Equipment Manufacturer (OEM) Peterbilt Parts

Vendor	Purchase Order Request
Rush Truck Centers c/o Interstate Billing Services	$60,000

Staff is requesting a single source annual purchase order with Rush Truck Centers c/o Interstate Billing Services. The requested parts are specific to Peterbilt make trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Rush Truck Centers is an approved seller and distributor of Peterbilt OEM parts; their location is in Fontana, CA, 17 miles from the corporate yard. The next closet vendor is Golden State Peterbilt in Bakersfield, CA, 177 miles from the corporate yard.

Collection of Bulky Solid Waste Items

Vendor	Purchase Order Request
San Bernardino County	$120,000

Staff is requesting a single source annual purchase order with the San Bernardino County San Timoteo Canyon Landfill for the disposal of bulky solid waste items. San Timoteo Canyon Landfill is the only landfill within the vicinity licensed to accept bulky items. Bulky items consist of items that have a poor compaction rate such as mattresses, palm fronds, and appliances. By hauling these materials to the San Timoteo Canyon Landfill, the amount entering the City-owned California Street Landfill is minimized, lessoning the impact for the usage of available airspace and adding

valuable lifespan to the City's landfill. The requested amount of $120,000 is based on historical expenditures.

RESOLUTION NO. 8463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING RESOLUTION NO. 8331 TO INCREASE THE AMOUNT OF THE SINGLE/SOLE SOURCE PURCHASE ORDER WITH RAY GASKIN SERVICE, INC. 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 21, 2022, the City Council of the City of Redlands approved Resolution No. 8331 approving annual purchase orders for the City's Facilities and Community Services Department for Fiscal Year 2022-23; and

WHEREAS, there is a need to amend the purchase order with Ray Gaskin Service, Inc. due to increased vehicle repairs.

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

Section 1. The City Council hereby approves the amendment to Resolution No. 8331 pertaining to the purchase order with Ray Gaskin Service, Inc. to read as follows:

Original Equipment Manufacturer (OEM) New Way Parts

Vendor	Purchase Order Request
Ray Gaskin Service, Inc.	$300,000

Staff is requesting a single source annual purchase order with Ray Gaskin Service Inc. The requested parts are specific to New Way make trucks within the City's fleet; Original Equipment Manufacturer (OEM) parts have unique design features that cannot be replaced by non-OEM parts. Use of alternate parts would void manufacturer warranty. Ray Gaskin Service Inc., is an approved seller and distributor of New Way OEM parts; their location is in Fontana, CA, 17 miles from the corporate yard. The next closest vendor is Ruckstell California Sales Co in Fresno, CA, 279 miles from the corporate yard.

Section 2. All other provisions of Resolution No. 8331 shall remain unchanged and in effect.

[SIGNATURES ON NEXT PAGE]

ADOPTED, SIGNED, AND APPROVED this 18th day of April 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 18th day of April, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council Meeting **L. 7.**

DATE: 04/18/2023

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Memorandum of Understanding for Land Use Entitlement Processing with the County of San Bernardino and PR III/MP Redlands Industrial, LLC (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 Memorandum of Understanding for Land Use Entitlement Processing with the County of San Bernardino and PR III/MP Redlands Industrial, LLC.

RECOMMENDATION:

Staff recommends that the City Council approve the Memorandum of Understanding for Land Use Entitlement Processing with the County of San Bernardino and PR III/MP Redlands Industrial, LLC.

DISCUSSION:

In July 2021, the City entered into a Purchase and Sale Agreement for Assessor's Parcel Nos. (APN) 0292-041-08; -38; and -44-0000 with LDC Industrial Realty, LLC (now PR III/MP Redlands Industrial, LLC). APNs 0292-041-08 and -44 are fully within the County of San Bernardino, while 0272-041-38 is within the City of Redlands boundary. As APN 0292-041-38 is only .89 acres and any development of the remaining two parcels will be processed through the County of San Bernardino Land Use Services office, the City and County agreed that the County will be the sole permitting authority for all discretionary land use approvals associated with any development project for all three parcels, including, but not limited to, zoning approvals, variances, and issuance of conditional use permits or the like, to the extent any such approvals

may be necessary for the entire property. The City agreed to delegate its authority as the lead agency under CEQA to the County and to approve any improvements on the property as ministerial actions.

ALTERNATIVES:

There are no alternatives, as during the escrow process, the City agreed to delegate its authority as the lead agency under CEQA to the County, and to approve any improvements on the property as ministerial actions in order for the buyer to develop their project on all three parcels,

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:
Tricia Swope, Manager, Facilities & Community Services

Fiscal Impact

Discussion:

There is no fiscal impact related to approval of the Memorandum of Understanding.

Attachments

A. MOU for Land Use Entitlement Processing

B. Map of Subject Properties

MEMORANDUM OF UNDERSTANDING
Land Use Entitlement Processing

This Memorandum of Understanding ("MOU") is entered into the last day listed below ("Effective Date"), between San Bernardino County ("County"), City of Redlands ("City") and PR III/MP Redlands Industrial, LLC ("Developer"). The County, City and Developer are collectively referred to herein as the "Parties" or referred to individual as "Party."

RECITALS

A. Developer is proposing to develop an approximately 380,579 square foot high-cube warehouse distribution facility with associated parking and improvements ("Project"), located on Nevada Street, primarily located in the unincorporated area of San Bernardino County (APNs 0292-041-08 and 0292-41-44) with a de minimis portion of the Project Site located within the City (APN 0292-041-38) ("Property"). The Property is depicted in **Exhibit A** attached hereto and incorporated herein by reference. The portion of the Property located within the City is hereinafter identified as "De Minimis City Property."

B. As proposed by Developer, the portion of the Project and associated improvements located within the De Minimis City Property include curb, landscaping, and a portion of parking stalls0 (collectively identified as "De Minimis Improvements"). Proposals for similar type of improvements are reviewed and acted upon by the City as part of a ministerial action, such as a building permit.

C. Given that a very small portion of the Project is located in the City, the City agrees and concurs that all discretionary land use approvals for the Project are properly within the County's sole land use jurisdiction and the development of the De Minimis Improvements on the De Minimis City Property will be reviewed and acted upon by the City as part of a ministerial action. In addition, the City acknowledges that the County is the sole lead agency in connection with processing the Project under the California Environmental Quality Act.

D. The Parties desire that the Property be developed in an efficient and timely manner, and in a manner compatible with the surrounding properties. In lieu of annexation of the De Minimis City Property, the City has agreed to accept a one-time sum from the Developer necessary to offset any obligations and municipal services, if any, that may be related to the De Minimis City Property portion of the Project.

E. Each of the jurisdictions will benefit from the development of the Property, as compared to its existing undeveloped condition, in the event the Project is approved.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. INCORPORATION OF RECITALS.

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

2. LAND USE AUTHORITY AND APPROVALS.

(a) City and County agree that the County will be the sole permitting authority for all discretionary land use approvals associated with the Project, including, but not limited to, zoning approvals, variances, and issuance of conditional use permits or the like, to the extent any such approvals may be necessary for the entire Property. City and County further agree that all discretionary land use review for the Project is properly within the County's land use jurisdiction and that no land use permit or approval, ministerial or discretionary, will be required by City to implement the Project within County's land use jurisdiction. City acknowledges that the Project's De Minimis Improvements to the De Minimis City Property include curb, landscaping, and a portion of parking stalls only and will be processed by the City via ministerial action, such as by issuance of a building permit. City further acknowledges that no structures associated with the Project will be built within the City's land use jurisdiction and finds that the Project within the De Minimis City Property is consistent with the City's General Plan and zoning code.

(b) The Parties agree that nothing in this MOU precludes the City and County from the proper exercise of its land use or police powers, or constitute a waiver of any lawful discretion under any law regarding the City and County's future determination on Developer's request for Project approvals or permits from the respective jurisdictions.

(c) County will provide City with at least ten (10) days' notice before any public hearing on land use matters and before any discretionary approvals associated with the Property.

3. PAYMENT TO CITY TO COVER MUNICIPAL SERVICES

Developer shall solely be responsible to pay to the City a sum of $20,000 prior to issuance of building permit on the De Minimis City Property to the "City of Redlands" c/o the Redlands City Treasurer to cover the allocation of costs, if any, for the provision of future emergency, public safety services, and municipal services to the De Minimis City Property. Such payment is exclusive of any costs Developer will be required to pay for the provision of water and sewer from the City.

4. INDEMNIFICATION.

Developer hereby agrees to defend, indemnify, and save harmless the City and County, its City Council and/or Board of Supervisors, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City and/or County, or its City Council and/or Board of Supervisors, commissions, officers, employees and agents, from and against any and all claims, suits, or actions to challenge or void this MOU.

5. GOVERNING LAW AND VENUE.

This MOU shall be governed by the laws of the State of California. The venue for any dispute arising from or related to this MOU, its performance, and its interpretation shall be the Superior Court of California, County of San Bernardino.

6. MODIFICATIONS.

This MOU represents and contains the entire agreement and understanding among the Parties hereto with respect to the subject matter of this MOU, as of the Effective Date, and supersedes any and all prior written and oral agreements and understandings. Any modification of or amendment to this MOU will be effective only if it is signed in writing by all Parties. The Parties shall notify each other at least ten (10) days before making any changes to this MOU and shall cooperate with each other in making any such changes.

7. COUNTERPARTS.

This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed MOU upon request.

8. INTERPRETATION

This MOU shall be construed as a whole according to its fair meaning, and not strictly for or against any Party. The Parties acknowledge that this MOU documents a negotiated agreement and it shall not be construed or interpreted in favor of any Party due to the fact that one of the Party's attorneys drafted this MOU.

IN WITNESS WHEREOF, the Parties have entered into this Memorandum of Understanding as of the Effective Date.

SAN BERNARDINO COUNTY

By:_____
Dawn Rowe, Chair
Board of Supervisors
Dated:

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS

Lynna Monell,
Clerk of the Board of Supervisors

By: _____
(deputy)

Approved as to form:

TOM BUNTON
County Counsel

By: _____
Jason M. Searles
Supervising Deputy County Counsel

CITY OF REDLANDS

By: _____
Eddie Tejeda

Its: Mayor

Date: _____

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

Approved as to form:

By: _____
Yvette M. Abich Garcia,
City Attorney

PR III/MP Redlands Industrial LLC

By: _____.

Its: _____

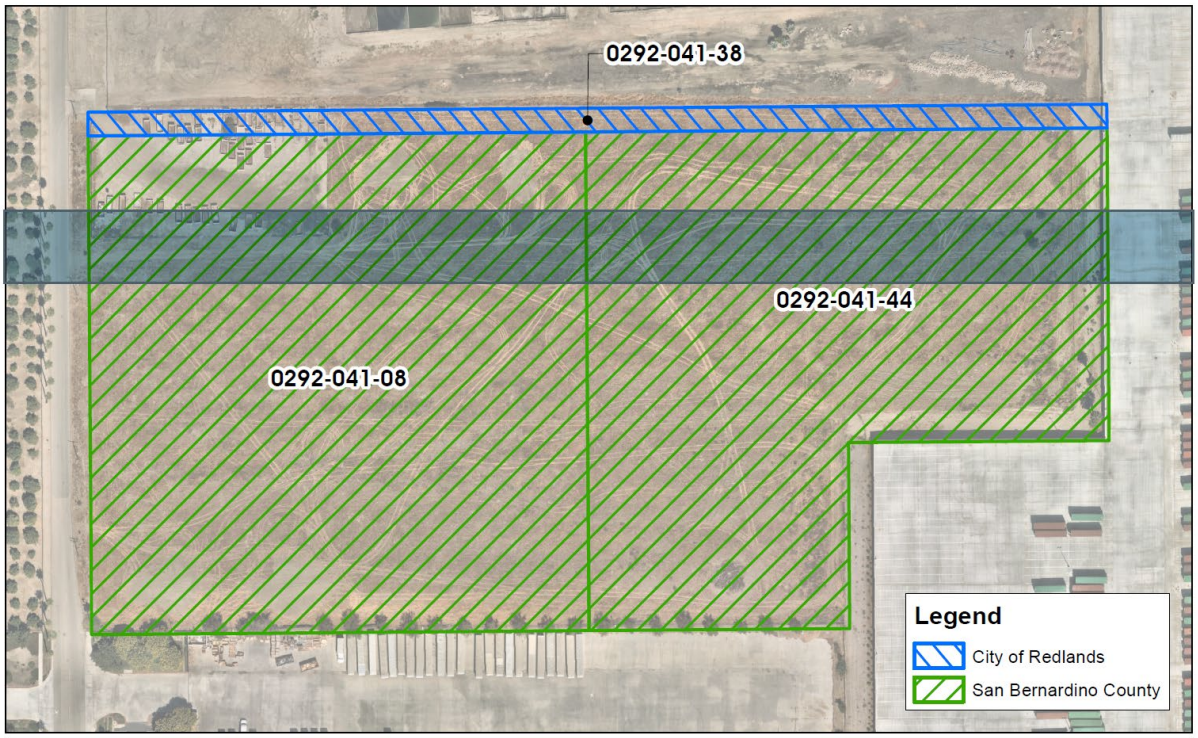
Date:

Approved as to form:

By: _____
Developer's Counsel

EXHIBIT A

PROPERTY DESCRIPTION





City Boundary

Parcels To Be Sold

Parcels:
0292-041-08 9.1 acres
0292-041-38 0.9 acres
0292-041-44 7.8 acres

February 12, 2021

0 100 200 300 400
Feet