CITY OF REDLANDS
CITY COUNCIL
SUCCESSOR AGENCY

A G E N D A S

SEPTEMBER 6, 2022

PAUL BARICH
Mayor

EDDIE TEJEDA
Mayor Pro Tempore

DENISE DAVIS
Council Member

JENNA GUZMAN-LOWERY
Council Member

MICK GALLAGHER
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

A G E N D A

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

TUESDAY, SEPTEMBER 6, 2022

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 real property negotiators - Government Code §54956.8
(Facilities and Community Services Director Boatman)

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

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

Property:	Vacant Property; APN 0172-013-76-0000
Agency Negotiators:	Charles M. Duggan, Jr. and Chris Boatman
Negotiating Parties:	Shahzad Farukhi and Keisha Baldeosingh
Under Negotiation:	Terms of payment and price of possible purchase of real property

3. Conference with labor negotiator - Government Code §54957.6
(Assistant City Manager McConnell)

Agency Negotiators:	Mayor Barich and Mayor Pro Tem Tejeda
Unrepresented Employee:	City Manager

6:00 P.M.

D. **Reconvene City Council Meeting**

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

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

G. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Presentation of Certificate of Recognition to Detective Strobaugh of the Redlands Police Department (Mayor Barich)

3. Presentation of proclamation designating the City of Redlands as a Purple Heart City to Raymond Wetzel, Adjutant for Chapter #2929 Military Order of the Purple Heart (Mayor Barich)

4. Presentation of proclamation recognizing the 135th Anniversary of Citrograph Printing Co. to Al Hernandez and Ryan Bailey (Council Member Davis)

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 special meeting minutes of August 2, 2022, and August 4, 2022 (City Clerk Donaldson)

2. Authorize issuance of a proclamation designating Redlands as a Purple Heart City (Mayor Barich)

3. Authorize issuance of proclamation celebrating Citrograph Printing Co.'s 135th Anniversary (Mayor Barich and Council Member Davis)

4. Approve Resolution No. 8386 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days (Council Member Davis)

5. Adopt Ordinance No. 2942 (Second Reading) Adding Chapter 9.38 to Article 9 of the Redlands Municipal Code Regulating the Termination of Residential Tenancies Due to Demolition or Substantial Remodel (City Attorney Abich Garcia)

6. Disclosure of Settlement Agreement and Release of All Claims - Lissette Atkinson; San Bernardino County Superior Court Case No. CIVSB2206157 (City Attorney Garcia)

7. Approve the agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed $130,000; authorize the Chief of Police to sign and execute agreements implementing the grant; and approve an additional appropriation of the same amount (Police Chief Catren)

8. Adopt Ordinance No. 2933 (Second Reading)- Approving Development Agreement No. 25 for the "State Street Village" mixed use development project located at 101 Redlands Mall (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) and the southeast corner of West Citrus Avenue and Eureka Street (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) in the C-3, General Commercial zoning district (Development Services Director Desatnik)

9. Approve Resolution No. 8376 relating to Pre-Annexation Agreement No.22-01 for the provision of water service to a vacant lot for irrigation purposes located at 2371 Naples Avenue (APN: 0298-301-33-0000) and determine that approval of this Resolution is exempt from environmental review pursuant to Sections 15319 and 15303(d) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

10. Approve the Second Amendment to the Professional Services Agreement with Michael Baker International to increase the original agreement from $149,990 by $150,000 to a total aggregate of $299,990 for professional planning, environmental, and development review services (Development Services Director Desatnik)

11. Approve Resolution No. 8382 Annexation No. 27 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

12. Approve price increases from chemical vendors due to a nationwide shortage of water and wastewater treatment process chemicals, appropriate additional funds for chemical purchases in the amount of $25,000, authorize Municipal Utilities and Engineering Director John R. Harris authority to approve additional chemical price increases as needed, not to exceed 20% and determine that these actions are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

13. Approve a Public Works Contract with McDonnell Roofing, Inc. for the Hinckley Water Treatment Plant Roof Replacement Project for an amount not-to-exceed $118,003, an additional appropriation of $118,003, and determination that these actions are categorically exempt from environmental review pursuant to Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

14. Approve Resolution No. 8380 adopting a Five-Year Capital Project Needs Analysis for FY 23/24 through FY 27/28 and determining this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

15. Approve Purchase Order modifications with Grainger Industrial Supply and HERC Rentals and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

16. Approve the First Amendment to the Public Works Contract with Econolite Systems, Inc. for the HSIP Cycle 8 Pedestrian Countdown Heads Project to extend the time for completion by two hundred and seventy (270) calendar days (Municipal Utilities and Engineering Director Harris)

17. Approve the Memorandum of Understanding between the County of San Bernardino acting by and through the County of San Bernardino Community Revitalization Group Office of Homeless Services and the City of Redlands for Homeless Management Information System (Assistant City Manager Boatman)

18. Approve a Second Amendment to the City's Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupation Program for the provision of temporary staffing services to support the City's Recreation and Senior Services Division in an amount not-to-exceed $40,000, and determine approval of this Amendment 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)

19. Approve a purchase order modification in the amount of $105,431.81 with Pinnacle Petroleum for delivery and supply of unleaded and diesel fuel (Assistant City Manager Boatman)

20. Approve the request to hold the Dog Jog event hosted by the Redlands Chamber of Commerce on October 22, 2022, within Ed Hales Park and the downtown area; authorize street closures related to the event; approve a request for in-kind support in the amount of $7,825 related to the event (Assistant City Manager Boatman)

21. Approve the request for the consumption of alcoholic beverages at Smiley Park at the 2022 Library Gala to be held on October 15, 2022, and determine that the 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).

22. Approve the agreement between the City of Redlands and the County of San Bernardino for police use of force trimester training at a total cost not to exceed $80,040 (Police Chief Catren)

J. **New Business**

1. Consideration of Memorandum of Understanding between the City of Redlands and the University of Redlands for the provision of standby paramedic services at university football games (Fire Chief Sessler)

2. Consideration of an Assignment and Assumption Agreement between the City of Redlands, Otto Environmental Systems North America, Inc. and Duramax Holdings LLC, for supply and delivery of residential refuse bins (Assistant City Manager Boatman)

3. Consideration of the agreement with Walker Consultants, Inc. for the completion of a Downtown Parking Study for an amount not-to-exceed $121,560 (Development Services Director Desatnik)

4. Consideration of the Non-Professional Services Agreement with Synagro-WWT, Inc. for wastewater bio-solids hauling and disposal with an initial one (1) year term value not-to-exceed $350,000 with options to extend for two (2) additional years for a total amount not-to-exceed $1,050,000, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Department Director Harris)

5. Consideration of a 2023 GapVax MC1510-3S3S combination Jet/Vac truck purchase from Plumbers Depot, Inc. for $657,806.09 (Municipal Utilities and Engineering Director Harris)

6. Approval of the request for commercial vendors and the temporary closure of 5th Street for the Stronger Together Now Latina Love Fest within Ed Hales Park on October 9, 2022, and determination that the event is categorically 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)

7. Consideration of the agreement with Larry Jacinto Farming, Inc., for the care, maintenance and harvest of city owned citrus groves for an amount not-to-exceed $1,017,900 for a period of three years (Assistant City Manager Boatman)

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

L. **Adjournment**
The next regular meeting of the City Council will be held on September 20, 2022.

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

1. Call regular meeting of the Successor Agency Board of Directors to order.

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

3. Approve minutes of the regular meeting of July 5, 2022 (Secretary Donaldson)

4. Adjourn Successor Agency Board of Directors' meeting
The next regular meeting of the Agency will be held on October 4, 2022.

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-broadcasted at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Agendas, staff reports and minutes of the City Council of the City of Redlands are available on the Internet:

http://www.cityofredlands.org

City Council/Successor Agency Meeting **I. 1.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the special meeting minutes of August 2, 2022, and August 4, 2022 (City Clerk Donaldson)

MOTION:

I move to approve the special meeting minutes of August 2, 2022, and August 4, 2022.

Attachments

Special Meeting Minutes of August 2, 2022

Special Meeting Minutes of August 4, 2022

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on August 2, 2022 at 6:00 P.M.

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

Staff: Chris Boatman, Assistant City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Brian Desatnik, Development Services Director; Carl Baker, Public Information Officer

Mayor Barich called the special meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to address them on any matter scheduled on this agenda or any matter, within the jurisdiction of the City Council.

PUBLIC COMMENT

None forthcoming

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the minutes of the July 19, 2022 regular meeting.

Vote: 5 - 0 Passed

Resolution No. 8381 Remote Teleconference Meetings

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8381 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days.

Vote: 5 - 0 Passed

Resolution Nos. 8377 and 8378 U of R Second Modified Alternative Measure

Council Member Gallagher recused himself from voting on this item due to property ownership near the identified parcels in San Timoteo Canyon. Following the City Council's action on July 19, 2022, city staff noted a minor typographical error in the Modified Alternative Measure language referring to Figure 4-3 of the General Plan as the "Southwest Area" instead of the "Southeast Area".

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved Resolution No. 8378, adopting a request by the University of Redlands to place the Second Modified Alternative Measure as a City-initiated measure on the Ballot for the November 8, 2022 General Municipal Election (correcting the minor typographical error); adopted Resolution No. 8377 to withdraw the Modified Alternative Measure (as approved July 19, 2022) from the ballot and repeal Resolution Nos. 8374 and 8375; Determined that placement of the Second Modified Alternative Measure is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines; and Calling and giving notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino consolidate said election with the Statewide Election on November 8, 2022.

Vote: 4 - 0 Passed

Other: Council Member Mick Gallagher (RECUSE)

Resolution No. 8379 Priorities for Filing of Written Arguments

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8379 setting priorities for filing of written arguments regarding the Second Modified Alternative Ballot Measure; and designated Paul T. Barich to submit the primary argument in favor of the measure.

Vote: 5 - 0 Passed

NEW BUSINESS

Ordinance Nos. 2941 and 2942 Regulating the Termination of Residential Tenancies

City Attorney Abich Garcia presented Urgency Ordinance No. 2941 and Ordinance No. 2942, adding Chapter 9.38 to Article 9 of the Municipal Code regulating the termination of residential tenancies due to demolition or substantial remodel. She explained this was a continuation of a discussion from the July 19, 2022 meeting where the Council heard from tenants of two local apartment complexes that reported they were being evicted by the property owners based on substantial remodeling planned at the sites. During that meeting, the Council directed that an ordinance be brought for their consideration. Key points of the ordinances, include the following: The property owner must obtain all permits related to demolition or substantial remodel of a rental unit prior to issuing a notice of eviction to a tenant(s); The notice of eviction must include a copy of the permits and an explanation: 1) of the scope of the work; 2) why the work cannot be reasonably accomplished in a safe manner

with the tenant in place; and 3) why the work requires the tenant to vacate the premises for a least 30 days; When the owner issues a notice of eviction for demolition or substantial remodel, the owner is required to provide relocation assistance in the amount of two (2) months' rent or $4,500, whichever is greater, to the tenant within 15 calendar days of the notice of eviction; and lastly, if the owner is found by a civil court to have intentionally violated these regulations, the owner will be liable for up to $15,000 and/or attorneys' fees to each tenant as determined by the court.

With the Council's approval, the Urgency Ordinance would take effect immediately, while Ordinance No. 2942 contains the same provisions as the Urgency Ordinance, it will serve as a "back-up" or non-urgency ordinance in case of legal challenges to the Urgency Ordinance. Ordinance No. 2942 will follow the regular adoption process and is scheduled to come back to the Council on September 6, 2022.

As public comment, Selina Gonzales, John Weekley, Justin Weekley, Cynthia Noren, Kayla Hardemen,Tarun and Scott Fowler supported the urgency ordinance, questioned why tenants would be required to vacate the premises during renovations, described the difficulties of finding affordable housing and thanked the City Attorney and staff for bringing this matter before the Council so quickly. Andy Hoder recommended finding a balanced approach, one that could provide the property owner with the right to a reasonable return on investment and at the same time offer some protection for the renters. Representing Doug Wetton Properties, Doug Wetton, Joe Shipley, Michael Drews and Todd Haig stated the properties under discussion were older and needed extensive renovations. They were not opposed to the ordinance in general, but the relocation fee of $4,500 was burdensome and could force the owner to cut back on proposed renovations.

Council Members discussed the merits of the two ordinances and provided their own thoughts and perspectives. Council Members Guzman-Lowery and Davis agreed the top duty of the City Council was to protect the public and these ordinances provided an opportunity to offer tangible assistance, prevent displacement of residents and make an impact on homelessness. Council Member Gallagher stated a property owner should be allowed to make improvements, but he was concerned the relocation assistance payments would be an added burden and may discourage owners from investing in the community. Mayor Pro Tem Tejeda and Mayor Barich supported the provision to require landlords to obtain permits before moving forward with renovations. In response to several questions raised by Council Members, City Attorney Abich Garcia clarified the Urgency Ordinance would apply to any notice of eviction that was issued on or after the effective date of the Urgency Ordinance and to tenants: 1) who received a notice of eviction of their tenancy for demolition or substantial remodel; 2) who are in possession of the rental unit; and 3) where the time period in the notice of eviction has not yet expired.

On motion of Mayor Pro Tempore Tejeda, seconded by Council Member Davis, the City Council approved, by roll call vote, to waive further reading of Urgency Ordinance No. 2941; adopted Urgency Ordinance No. 2941; determined that the Ordinance is categorically exempt from environmental review in accordance with Section 15301(c)of the State's guidelines implementing the California Environmental Quality Act.

Vote: 4 - 1 Passed
NAY: Council Member Mick Gallagher

On motion of Mayor Pro Tempore Tejeda, seconded by Council Member Guzman-Lowery,

the City Council approved, by roll call vote, to waive further reading of Ordinance No. 2942; approved to introduce Ordinance No. 2942; and determined that the Ordinance is categorically exempt from environmental review in accordance with Section 15301(c)of the State's guidelines implementing the California Environmental Quality Act.

Vote: 4 - 1 Passed
NAY: Council Member Mick Gallagher

Mayor Barich recessed the meeting at 7:19 P.M.

RECESS TO CLOSED SESSION

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

Property:	Vacant Property; APN 0292-341-26
Agency Negotiators:	Chris Boatman
Negotiating Parties:	GRD Enterprises, LLC
Under Negotiation:	Terms of payment and price of possible purchase of real property

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 7:28 P.M.

CLOSED SESSION REPORT

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

ADJOURNMENT

There being no further action required the meeting adjourned at 7:29 P.M. The next regular meeting of the City of Redlands City Council will be held on September 6, 2022.

MINUTES

Special meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on August 4, 2022 at 5:00 P.M.

Present:	Paul Barich, Mayor Eddie Tejeda, Mayor Pro Tempore Denise Davis, Council Member Jenna Guzman-Lowery, Council Member Mick Gallagher, Council Member
Staff:	Chris Boatman, Assistant City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Brian Desatnik, Development Services Director; Carl Baker, Public Information Officer

Mayor Barich called the Special Meeting to order at 5:00 P.M. and announced the City experienced some technical difficulties during the Special City Council Meeting held on Tuesday, August 2, 2022 and therefore, needed to re-accomplish and re-approve the exact same agenda items as was considered on August 2, 2022. It was confirmed the public was able to access and participate remotely during tonight's meeting.

The meeting was conducted as a teleconference meeting in the City Council Chambers and Council Members Davis and Guzman-Lowery were present via teleconferencing. All votes during the meeting were conducted by roll call. Comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to address the Council on any subject within the jurisdiction of the City Council which was not already scheduled on the agenda.

PUBLIC COMMENT

Palm Avenue Historic Citrus Grove - Dana Strunk, Nicole Rinehardt and Richard O'Donnell voiced their concerns about the current state of the historic citrus groves at the England estate on Palm Avenue. They stated the grove was not getting enough water and the trees were in distress. They urged the Council to take action needed to keep them alive and prevent them from dying. Assistant City Manager Boatman assured the public the City was working with the property owner and the Redlands Conservancy to appropriately address the situation.

Shout Out to Redlands Fire Department- Andy Hoder thanked the Fire Department, EMTs and dispatch staff, who provided a very quick and efficient response to an emergency he experienced recently.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously re-approved, by roll call vote, the minutes of the July 19, 2022 regular meeting.

Vote: 5 - 0 Passed

Resolution No. 8381 Remote Teleconference Meetings

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously re-approved, by roll call vote, Resolution No. 8381 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days.

Vote: 5 - 0 Passed

Resolution Nos. 8378 and 8377 U of R Second Modified Alternative Measure

Council Member Gallagher recused himself from voting on this item due to property ownership near the identified parcels in San Timoteo Canyon. Following the City Council's action on July 19, 2022, city staff noted a minor typographical error in the Modified Alternative Measure language referring to Figure 4-3 of the General Plan as the "Southwest Area" instead of the "Southeast Area".

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council re-approved, by roll call vote, Resolution No. 8378, adopting a request by the University of Redlands to place the Second Modified Alternative Measure as a City-initiated measure on the Ballot for the November 8, 2022 General Municipal Election (correcting the minor typographical error); Re-adopted Resolution No. 8377 to withdraw the Modified Alternative Measure (as approved July 19, 2022) from the ballot and repeal Resolution Nos. 8374 and 8375; Re-determined that placement of the Second Modified Alternative Measure is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines; and Calling and giving notice of the holding of a General Municipal Election and requesting the Board of Supervisors of the County of San Bernardino consolidate said election with the Statewide Election on November 8, 2022.

Vote: 4 - 0 Passed

Other: Council Member Mick Gallagher (RECUSE)

Resolution No. 8379 Filing Written Arguments University's Ballot Measure

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously re-approved, by roll call vote, Resolution No. 8379 setting priorities for filing written arguments regarding the Second Modified Alternative Ballot Measure; and designated Paul T. Barich to submit the primary argument in favor of the measure. The last day for receipt of primary arguments for or against the initiative ordinance, not exceeding 300 words, has been established as August 22 and the last day for receipt of rebuttal arguments not exceeding 250 words has been established as August 26, 2022, in the City Clerk's Office.

Vote: 5 - 0 Passed

NEW BUSINESS

Ordinance Nos. 2941 and 2942 Regulating Termination of Residential Tenancies

City Attorney Abich Garcia summarized Urgency Ordinance No. 2941 and Ordinance No. 2942, adding Chapter 9.38 to Article 9 of the Redlands Municipal Code regulating the termination of residential tenancies due to demolition or substantial remodel. The key points of the ordinances include the following: The property owner must obtain all permits related to demolition or substantial remodel of a rental unit prior to issuing a notice of eviction to a tenant(s); The notice of eviction must include a copy of the permits and an explanation: 1) of the scope of the work; 2) why the work cannot be reasonably accomplished in a safe manner with the tenant in place; and 3) why the work requires the tenant to vacate the premises for a least 30 days; When the owner issues a notice of eviction for demolition or substantial remodel, the owner is required to provide relocation assistance in the amount of two (2) months' rent or $4,500, whichever is greater, to the tenant within 15 calendar days of the notice of eviction; and lastly, if the owner is found by a civil court to have intentionally violated these regulations, the owner will be liable for up to $15,000 and/or attorneys' fees to each tenant as determined by the court.

As public comment, Tarun pointed out landlords already have protection under the law, but he thanked the City for their responsiveness. John and Justin Weekley were not in favor of splitting the relocation payments and said renters needed the money up front to secure a new rental unit. Andy Hoder asked for clarification about the waiver versus relocation payment. Ahmed saw the ordinance as a win/win for both parties. Cray Carlson, a commercial real estate broker, was opposed to asking landlords to pay relocation assistance payments as it penalized the owner and potentially added up to $10,000 to $15,000 in extra costs. Joe Shipley was concerned about the overall harm done by making it more expensive to renovate a rental unit, adding he thought it would cause future tenants to pay higher rent and could make Redlands less attractive to investors.

Council Members restated their views as presented during the August 2, 2022 special meeting. Mayor Barich desired to protect both the property owner and the tenant and suggested the Council consider revising the language related to the relocation payment. He recommended splitting the amount in two, with the first payment of $2,250 due to the tenant within 15 days of the eviction notice and the second payment due when the tenant vacated the premises and returned the key. He said the changes would add necessary protections for a property owner in the event a tenant refused to vacate the premises. Council Members offered their opinions and considered the advantages and disadvantages of splitting the payments in half. As a compromise, Mayor Pro Tem Tejeda proposed the first payment of two-thirds (2/3) of the rental assistance be paid to the tenant within 15 calendar days of the notice of eviction and the second payment of one-third (1/3) of the rental assistance be paid when the tenant vacated the residential real property. It was agreed by a majority of the Council to accept the revisions as proposed by Mayor Pro Tem Tejeda.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council re-approved, as amended, by roll call vote, to re-adopt Urgency Ordinance No. 2941 and re-introduce Ordinance No. 2942, as amended, adding Chapter 9.38 to Article 9 of the Redlands Municipal Code regulating the termination of residential tenancies due to demolition or substantial remodel; and re-determined that the Ordinances are not subject to environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 4 - 1 Passed

NAY: Council Member Mick Gallagher

Mayor Barich recessed the meeting at 6:14 P.M.

CLOSED SESSION

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

Property:	Vacant Property; APN 0292-341-26
Agency Negotiators:	Chris Boatman
Negotiating Parties:	GRD Enterprises, LLC
Under Negotiation:	Terms of payment and price of possible purchase of real property

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:20 P.M.

CLOSED SESSION REPORT

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

ADJOURNMENT

Mayor Barich proudly announced the ground breaking event held earlier in the day celebrating the Good Nite Inn Homelessness Project was a great success. There being no further action required, the meeting adjourned at 6:21 P.M. The next regular meeting of the City of Redlands City Council will be held on September 6, 2022.

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation designating Redlands as a Purple Heart City (Mayor Barich)

MOTION:

I move to authorize issuance of a Proclamation declaring Redlands as a designated Purple Heart City.

SUBMITTED BY:
Jennifer Macias, Management Analyst

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

Attachments

Proclamation - Purple Heart City 2022

PROCLAMATION

Purple Heart City

WHEREAS, the citizens of the City of Redlands have a great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces and have borne the brunt of battle; and

WHEREAS, veterans pay the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, it is estimated that in all American communities, for every 1,000 citizens there is one surviving Purple Heart recipient from WWII, Korea, Vietnam and the Afghanistan-Iraqi wars; and

WHEREAS, the Robert E. Bush Chapter #2929 of the Military Order of the Purple Heart meets monthly in the City of Redlands to serve veterans of the Inland Empire. Robert E. Bush was an 18-year-old Navy medical corpsman during the Battle of Okinawa. He was the youngest sailor to receive the Medal of Honor during World War II; and

WHEREAS, the Robert E. Bush Chapter #2929 continues to honor and recognize our community's brave men and women who were wounded or lost their lives on the battlefield; and

WHEREAS, POW/MIA Day is observed on the third Friday of September of each year and, on the last Sunday in September, Gold Star families are also recognized for their sacrifice; and

WHEREAS, on both these days, the 26 grave markers of World War II Redlands area service members at Hillside Memorial Cemetery will again be honored and recognized for their sacrifice; and

WHEREAS, the traditional ways of honoring our veterans through parades, special events, and public assemblies is not currently possible, but this year it remains especially imperative that we continue to support these valuable members of our community for their sacrifices and service to our country;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim Redlands as a designated Purple Heart City on the Purple Heart Trail in the State of California, honoring the service and sacrifice of our nation's men and women in uniform wounded or killed by enemies while serving to protect the freedoms enjoyed by all Americans.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 6th day of September, 2022.

Paul T. Barich, Mayor

Attest:

Jeanne Donaldson, City Clerk

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of proclamation celebrating Citrograph Printing Co.'s 135th Anniversary (Mayor Barich and Council Member Davis)

MOTION:

I move to authorize issuance of proclamation celebrating Citrograph Printing Co.'s 135th Anniversary.

Attachments

Proclamation - Citrograph Printing Co.'s 135th Anniversary

PROCLAMATION

Citrograph Printing Co.
135th Anniversary

WHEREAS, Citrograph Printing Co. was established in 1887 by Scipio Craig, as the first newspaper in Redlands and remains as solid as the foundation upon which Citrograph Printing Co. stands, to serve its customers today and well into the future; and

WHEREAS, for more than 13 decades, Citrograph Printing Co., the oldest business in Redlands and the longest continuously running print shop in California, has evolved and thrived; and

WHEREAS, Al Hernandez and Ryan Bailey, who took over operations in 2002, are only the sixth owners in the history of the business, following in the footsteps of Scipio Craig, Robert Hornbeck, E.L. Truesdall, Dick Caudle, and Richard Caudle; and

WHEREAS, they understand the responsibility of running the oldest business in Redlands and take it very seriously, they have on display the history of Citrograph Printing Co. through original equipment, newspapers, books and other printed material that the business has produced since its beginning in 1887; and

WHEREAS, they have not only continued to offer high quality printing to many businesses and organizations throughout the Redlands area, but have also increased the business product line to include promotional advertising products and web design.

NOW, THEREFORE, LET IT BE RESOLVED, that the City Council of the City of Redlands honors Citrograph Printing Co. for its 135 years of commitment to excellence and wishes many more years of continued success.

IN WITNESS THEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 6th day of September, 2022.

Paul T. Barich, Mayor

Denise Davis, Council Member

Attest:

Jeanne Donaldson, City Clerk

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8386 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days (Council Member Davis)

MOTION:

I move to approve Resolution No. 8386.

DISCUSSION:

On August 23, 2022, the City Council adopted Resolution No. 8384 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days ending September 21, 2022. AB 361, signed into law on September 16, 2021, amends Government Code Section 54953 to provide the authority and specific requirements for public agencies to hold virtual meetings during a proclaimed state of emergency and remain in compliance with the Brown Act.

In accordance with Government Code Section 54953 (e)(3), the City Council must review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency. With the adoption of Resolution No. 8386, the City Council is reaffirming its findings and compliance with AB 361 for an additional 30 days ending October 5, 2022.

SUBMITTED BY:
Council Member Denise Davis

Attachments

Reso. 8386 Teleconference Meeting

RESOLUTION NO. 8386

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE CITY COUNCIL AND ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY IN ACCORDANCE WITH ASSEMBLY BILL 361 (2021) FOR A PERIOD OF THIRTY DAYS

WHEREAS, COVID-19 (also known as the "Coronavirus Disease") is a respiratory disease that has spread across the globe, with thousands of confirmed cases in California, including within the City of Redlands ("City"); and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency based on the threat caused by COVID-19, and the President of the United States issued a proclamation declaring a national emergency concerning COVID-19 beginning March 1, 2020; and

WHEREAS, in response to COVID-19, the Governor of the State of California issued a proclamation of a state of emergency on March 4, 2020; and

WHEREAS, the City Council of the City adopted a proclamation of a local emergency related to the COVID-19 virus on March 17, 2020; and

WHEREAS, the City is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the City Council and City boards, commissions, and committees (hereafter collectively referred to as "legislative bodies;") and

WHEREAS, all meetings of the City Council and legislative bodies are open and public as required by the Ralph M. Brown Act ("Brown Act") (Government Code section 54950 *et seq*.), so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Code section 54953(b)(3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;
4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and
5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e), allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition of Government Code section 54953(b)(3) is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, caused by conditions as described in Government Code section 8558; and

WHEREAS, the Governor's proclamation of a state of emergency includes area within the jurisdictional boundaries of the City; and

WHEREAS, Government Code section 54953(e)(3)(A-B), added by AB 361, provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when the City Council has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of City Council and the members of the City's boards, commissions, and committees to meet safely in person; and

2. The State of California and the County of San Bernardino continue to recommend measures to promote social distancing; and

WHEREAS, Government Code Section 54953(e) further requires that state or local officials have imposed, or recommended, measures to promote social distancing, or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the City in that (i) state and local officials do recommend social distancing measures, and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths, such that meeting in person would present imminent risk to health or safety of attendees; and

WHEREAS, the City Council affirms that it will allow for observation and participation by City Council members as well as board, commission, and committee members and the public, via Zoom, or other appropriate technology, in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, Government Code Section 54953 (e)(3) further requires that the City Council review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The City Council finds that the state of emergency conditions related to COVID-19 as set forth in the Governor's and City's proclamations of emergency are on-going.

Section 3. The City Council further finds that State and county officials recommend social distancing conditions causing imminent risk to attendees as described above exist.

Section 4. The City Council hereby recognizes and affirms the existence and conditions of a state of emergency as proclaimed by the Governor, and the City, and affirms, authorizes, and proclaims the existence of a local emergency throughout the City.

Section 5. The City Council finds that the state of emergency as a result of COVID-19 continues to directly impact the ability of members of the City Council and the members of the City's boards, commissions, and committees to meet safely in person and such fact creates an imminent health risk to such members.

Section 6. The City Council hereby authorizes the City Council, and all of the boards, commissions, and committees of the City, to conduct their meetings without compliance with Government Code section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code section 54953(e).

Section 7. The City Manager and City Clerk are authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code section 54953(e), and other applicable provisions of the Brown Act, for all City Council meetings, and all boards, commissions, and committee meetings of the City.

Section 8. This Resolution shall take effect immediately upon its adoption and shall be effective until either (i) October 5, 2022, or (ii) such time as the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all City legislative bodies may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e).

ADOPTED, SIGNED AND APPROVED this 6th day of September 2022.

ATTEST:

Paul T. Barich, Mayor

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a special meeting thereof held on the 23rd day of August 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2942 (Second Reading) Adding Chapter 9.38 to Article 9 of the Redlands Municipal Code Regulating the Termination of Residential Tenancies Due to Demolition or Substantial Remodel (City Attorney Abich Garcia)

MOTION(S):

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

I move to adopt Ordinance No. 2942.

RECOMMENDATION:

It is recommended the City Council adoptOrdinance No. 2942, adding Chapter 9.38 to Article 9 of the Redlands Municipal Code regulating the termination of residential tenancies due to demolition or substantial remodel.

DISCUSSION:

At a special meeting on August 4, 2022, the City Council introduced an ordinance which would require property owners to comply with additional requirements when initiating an eviction of tenants based on demolition or substantial remodel. The ordinance also requires the payment of tenant relocation assistance in either the form of two months' rent waiver or $4,500, whichever is greater. As part of the ordinance, the City Council modified the ordinance to require that the $4,500 tenant relocation assistance be paid to the tenant in two installments: 1) two-thirds (2/3) 15 days after the notice of eviction is served on the tenant; and 2) one-third (1/3) at the time the tenant vacates the premises.

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. 2942.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

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

Attachments

Ordinance No. 2942

ORDINANCE NO. 2942

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADDING CHAPTER 9.38 TO ARTICLE 9 OF THE REDLANDS MUNICIPAL CODE REGULATING THE TERMINATION OF RESIDENTIAL TENANCIES DUE TO DEMOLITION OR SUBSTANTIAL REMODEL

WHEREAS, the California State Legislature adopted the Tenant Protection Act of 2019 (California Civil Code § 1946.2) (the "Act"), and the Act became effective by its own terms as of January 1, 2020; and

WHEREAS, the Act provides certain tenants of residential real property with just cause eviction protections under certain circumstances; and

WHEREAS, the Act provides that a local ordinance adopted after September 1, 2019, requiring just cause for termination of a residential tenancy shall supersede the Act only if the ordinance is "more protective" than the Act; and

WHEREAS, the City Council desires to adopt an ordinance with just cause termination of tenancy provisions that are more protective than the Act as it relates to no-fault just cause evictions for demolition or substantial remodel of a residential property; and,

WHEREAS, housing instability threatens the public peace, health, and safety as eviction from one's home can lead to prolonged homelessness, increased residential mobility, loss of community, strain on household finances due to the necessity of paying rental application fees and security deposits, stress and anxiety experienced by those displaced, increased commute times and traffic impacts if displaced workers cannot find affordable housing within the city in which they work, and interruption of the education of children in the home.

WHEREAS, eviction creates particular hardships for the disabled, senior citizens, and individuals and households of limited means, given the shortage of affordable housing within the City of Redlands and the region generally; and

WHEREAS, the Act permits property owners to evict tenants based on the intent to demolish or substantially remodel their residential real property with no checks and balances to ensure that property owners are appropriately relying on this basis to evict tenants; and

WHEREAS, renters facing eviction have alerted the City that some property owners may have abused this no-fault just cause ground for eviction by using it as a pretext to evict tenants. Based on similar reports, other cities in Southern California, including Long Beach, Ventura, Hermosa Beach and Duarte have adopted similar ordinances to prevent misuse of this allowable grounds for eviction; and,

WHEREAS, to ensure that property owners' intent is genuine and that tenants are not evicted earlier than necessary or when the remodel does not reasonable require vacation of the units, the City Council finds that it is in the interest of the public welfare to require residential property owners to obtain all necessary approvals and permits to perform the proposed work

before evicting tenants and to explain to the tenants why the work requires eviction; and,

WHEREAS, tenants served with "no-fault" evictions (owner move-in, substantial remodel, demolishing the rental unit, etc.) receive only one month of relocation assistance from their property owners; and,

WHEREAS, most property owners require first months' rent, last months' rent, security deposit, and application fees upon move-in and many tenants also pay for temporary storage and other moving costs; and

WHEREAS, one month of relocation assistance may not adequately cover these expenses, so relocation assistance must be strengthened to reflect the realities of the rental market and ensure that eviction is only done when the remodel actually rises to the level of "substantial remodel" or involves demolition; and,

WHEREAS, in a rental market where these tenants will not be able to find comparable housing in the City, the City Council intends that evictions based on demolition or substantial remodel be implemented only when necessary and that the tenants be given more relocation assistance to avoid homelessness and increased ability to relocate within the City of Redlands and provide the least amount of work, life, and familial disruption; and,

WHEREAS, the City finds that this Ordinance is consistent with and more protective than the Act by requiring property owners to obtain necessary permits prior to terminating a lawful residential tenancy; that the conditions for eviction are explained to the tenant in the notice of termination; and requiring a higher amount of relocation assistance to ensure that tenants can successfully relocate into comparable housing after those evictions.

THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated by reference herein.

Section 2. Article 9 ("Public Peace and Welfare") is amended to add Chapter 9.38 to read as follows:

"CHAPTER 9.38
PERMIT REQUIRED FOR NO-FAULT JUST CAUSE DEMOLITION AND/OR SUBSTANTIAL REMODELING EVICTIONS

9.38.010: Purpose
9.38.020: Definitions
9.38.030: Notice of Eviction Based on Intent to Demolish or Substantially Remodel Residential Real Property.
9.38.040: Relocation Payments
9.38.050: Exclusions
9.38.060: Application.
9.38.070: Enforcement and Penalties.

9.38.010: PURPOSE.

This chapter protects tenants from pretextual evictions in which property owners invoke substantial renovation or demolition of a unit as "just cause" under Civil Code §§ 1946.2, 1947.12, and 1947.13 as adopted by Assembly Bill 1482 (the Tenant Protection Act of 2019, the "Act"), and as may be subsequently amended, by requiring evicting property owners show a government-approved demolition and/or remodeling permit to the tenant prior to initiating an eviction for demolition or substantial remodel of residential real property.

9.38.020 DEFINITIONS.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

(a) "Just Cause" shall have the same meaning as in Civil Code § 1946.2, as may be amended.

(b) "Owner" shall have the same meaning as in Civil Code § 1946.2, as may be amended.

(c) "Residential real property" shall have the same meaning as in Civil Code § 1946.2, as may be amended.

(d) "Tenancy" shall have the same meaning as in Civil Code § 1946.2, as may be amended.

(e) "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a government agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

9.38.030: NOTICE OF EVICTION BASED ON INTENT TO DEMOLISH OR SUBSTANTIALLY REMODEL RESIDENTIAL REAL PROPERTY.

Before an owner of residential real property issues a notice to terminate a tenancy for a no- fault just cause eviction based on demolition or a substantial remodel of residential real property, the owner shall have obtained all necessary permits for the substantial remodel and/or demolition from all applicable government agencies. All termination notices for no-fault just cause eviction described in this chapter shall include a copy of all issued permits, which permits must then be in effect, and not be expired or revoked. The owner shall include reasonably

detailed information in the termination notice regarding each of (i) the scope of the work, (ii) why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and (iii) why the work requires the tenant to vacate for at least 30 days. These requirements are in addition to and do not supersede any other obligation the owner may have under applicable local, state, and federal law. No other legal remedies available to owners are affected by this chapter

9.38.040 RELOCATION PAYMENTS.

To the extent applicable for a no-fault just cause eviction for intent to demolish or substantially remodel residential real property under California Civil Code § 1946.2(b)(2)(D), the owner must provide relocation assistance in the form of: (i) a rent waiver equal to two months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy; or (ii) a payment of $4,500, whichever is greater. The direct payment of $4,500 shall be paid to the tenant in two payments. The first payment shall be two-thirds (2/3) of the rental assistance to be paid within 15 calendar days after the notice of termination is served on the tenant and the second payment shall be one-third (1/3) of the rental assistance to be paid when the tenant vacates the residential real property. The notice of termination shall state the terms of the applicable rental assistance.

9.38.050 EXCLUSIONS.

The provisions of this chapter shall not apply to the types of residential real properties or residential circumstances described in California Civil Code § 1946.2(e).

9.38.060 APPLICATION.

This chapter shall apply to notices of terminations issued on or after the effective date of this chapter and to tenancies: (1) where the tenant remains in possession; and (2) the period of notice required for notices of termination under California Civil Code §§ 1946.1 and 1946.2 have not expired as of the effective date of this chapter.

9.38.070 ENFORCEMENT AND PENALTIES.

An owner's failure to comply with this chapter shall render any notice of termination of tenancy issued void. The requirements of this chapter may be asserted by the tenant as an affirmative defense in an unlawful detainer proceeding. In addition to any other remedies available in law and equity, any owner of residential real property who intentionally violates this chapter when issuing an invalid termination notice pursuant to this chapter shall be liable in a civil action to the tenant for a civil penalty in an amount of up to $15,000 and/or reasonable attorney's fees and costs, each as determined by the court."

Section 3. Environmental Review.

The City Council finds and determines that the adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines §

15060(c)(2), in that the adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines § 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment.

Section 4. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

Section 5. Publication and Posting.

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 in accordance with law.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the ____ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement Agreement and Release of All Claims - Lissette Atkinson; San Bernardino County Superior Court Case No. CIVSB2206157 (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 authorized by the City Manager 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:
Jimmy Nguyen, Administrative Analyst

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

Attachments

Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release ("Agreement") is entered into between the City of Redlands, its past or present council members, directors, governing body, employees, agents, predecessors, attorneys, divisions, departments, representatives, insurers, successors in interest and assigns, and all persons acting by, through, under or in concert with any of them (collectively, the "City"), on the one hand, and Lissette Atkinson ("Atkinson" or "Plaintiff") on the other. The City and Plaintiff are collectively referred to as the "Parties" or individually as a "Party" with reference to the following:

RECITALS

A. WHEREAS, Plaintiff was employed by the City as an Animal Control Officer;

B. WHEREAS, Plaintiff voluntarily resigned her employment with the City in November 2021;

C. WHEREAS, Plaintiff subsequently sent a request to the City of Redlands Animal Control on December 28, 2021, pursuant to California Labor Code section 1198.5, for a copy of her personnel file; however, Plaintiff did not direct that request to the City's Human Resources Department, where the City maintains employee personnel files;

D. WHEREAS, on April 12, 2022, Plaintiff filed a lawsuit against the City in the San Bernardino County Superior Court, Case No. CIVSB2206157 (hereinafter "Lawsuit"), alleging violation of California Labor Code section 1198.5 and seeking injunctive relief, a $750.00 penalty and reasonable attorneys' fees and costs;

E. WHEREAS, upon receiving Plaintiff's lawsuit, the City notified Plaintiff's attorney that it was not aware of Plaintiff's request for a copy of her personnel file and immediately ensured that Plaintiff received a copy of her personnel file;

F. WHEREAS, despite having received her personnel file, Plaintiff continues to pursue injunctive relief, penalties, attorney's fees and costs through the Lawsuit;

G. WHEREAS, the City categorically denies any and all of the claims and allegations asserted by Plaintiff against the City but has been forced or may be forced to incur significant fees and costs as a result of Plaintiff's Lawsuit and therefore wishes to avoid incurring any additional litigation expenses;

H. WHEREAS, this Agreement is intended to be a full, complete and final settlement of each and every claim, cause of action, appeal, or liability, whether known or unknown, Plaintiff may have or may have had against the City prior to and up through the date Plaintiff executes this Agreement, arising out of, or in any way related to the claims for violations of Labor Code section 1198.5, as alleged in the Lawsuit.

NOW THEREFORE, and in consideration for the promises contained herein, and other good and valuable consideration, receipt of which is acknowledged by the execution of this Agreement, and to avoid unnecessary litigation, it is agreed by and between the Parties as follows:

I. WAIVER AND RELEASE

A. **No Admission of Liability.** This Agreement and compliance with this Agreement shall not in any way be construed as an admission by the City or Plaintiff of the truth of any allegations, or an admission of any unlawful acts or other liability whatsoever against each other or against any other person or entity. The City and Plaintiff specifically disclaim any liability to, against each other, or against any other person or entity, on the part of themselves, any related person or any related predecessor corporation or its or their agents, representatives or successors in interest and assigns. This Agreement cannot be used by a Party to demonstrate any admission of liability or wrongdoing by another Party.

B. **Plaintiff's Release of Claims.** Plaintiff hereby and forever releases and discharges the City, and any past and/or present parent, subsidiary and/or affiliated entities, as well as any past and/or present direct or indirect successors, officers, officials, current and former directors, current and former trustees, heirs, predecessors, assigns, agents, insurers, employees, lay volunteers or representatives, attorneys and representatives, of each and every party, and each of them, past and present ("Releasees"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims, liabilities, and demands of whatsoever kind or character, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, whether or not it has been brought before any state or federal court or before any state or federal agency or other governmental entity, arising from or related or attributable in whole or in part to the claims for violations of Labor Code section 1198.5, as alleged in the Lawsuit, whenever those claims may have occurred.

C. **Waiver of Unknown Claims.** Plaintiff understands that this Agreement extends to all disputes or claims of every nature and kind, known or unknown, actual or potential, anticipated or not anticipated, suspected or unsuspected, between the Parties at the time of execution of this Agreement arising out of or related to her claims for violations of Labor Code section 1198.5, as alleged in the Lawsuit. Plaintiff hereby waives any and all rights that she may have pursuant to California Civil Code section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff waives any right she might have to invoke section 1542 now or in the future with respect to the releases set out in this Agreement. Plaintiff recognizes and acknowledges that factors which have induced her to enter into this Settlement Agreement may turn out to be incorrect or different from what she had previously anticipated, and Plaintiff expressly assumes all of the risks of this waiver of section 1542.

D. **Effective Date.** The Effective Date of this Agreement shall be when all Parties have signed this Agreement.

II. PAYMENT AND DISMISSAL

The Parties agree that upon execution of this Agreement, the Parties shall perform the following acts:

A. Immediately upon executing this Agreement, Plaintiff agrees that the Lawsuit will be withdrawn in its entirety with prejudice.

B. Plaintiff and/or her counsel, Silvia Luna of the Luna Legal Firm, shall sign and forward to the City's attorneys, Liebert Cassidy Whitmore Attn: Stefanie K. Vaudreuil, 401 W. A St., Suite 1675, San Diego, CA 92101, a request for dismissal of the Lawsuit with prejudice. Liebert Cassidy Whitmore shall not file the dismissal until payment of the Settlement Proceeds, described in Section II(C) below. The payment of Settlement Proceeds is contingent on Liebert Cassidy Whitmore's receipt of the request for dismissal with prejudice of the Lawsuit.

C. The City shall pay to Plaintiff the total sum of Five Thousand dollars and zero cents ($5,000.00) (the "Settlement Proceeds") to be paid as directed below:

1. Five thousand dollars and zero cents ($5,000.00) shall be made payable to "Luna Legal Firm and Lisette Atkinson" as attorneys' fees and costs, to be reported on Form 1099 and/or W2 as required by law.

2. The payment of the Settlement Proceeds shall be made to Luna Legal Firm and Lissette Atkinson within 30 days of the final execution of this Agreement, provided that: both the City and Plaintiff have approved the Agreement; Plaintiff or Plaintiff's counsel of record has tendered the signed request for dismissal to the City; and both Plaintiff and Plaintiff's counsel of record have provided completed Form W-9s prior to payment.

III. GENERAL PROVISIONS

A. **No Representation of Tax Liabilities.** No Party, including the attorneys for any Party, has made any representations or warranties regarding whether the Settlement Proceeds are subject to taxation. The City does not bear any responsibility for tax liability that may arise as a result of the Settlement Proceeds. Plaintiff agrees to assume any responsibility for payment of taxes for any of the Settlement Proceeds. Plaintiff agrees to indemnify and hold the City and all Releasees harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement. Plaintiff and her counsel each agree to be jointly and severally liable for indemnifying and holding the City, its agents, attorneys and assigns, harmless from any and all tax liability which may become due as a result of the Settlement Proceeds under this Agreement and/or for any liability that may be incurred as a result of any dispute over payment of the Settlement Proceeds arising between Plaintiff and her counsel Luna Legal Firm.

B. **Each Party to Bear Own Fees and Costs.** Aside from what is specifically provided for in this Agreement, each Party shall bear their own costs, expenses and attorneys' fees incurred in connection with the proceedings and/or events resulting in and/or preceding this Agreement, or in connection with any other claims made or investigated by either Party against the other in any forum (civil, criminal, administrative or quasi-administrative), and each of the Parties hereto expressly waives any claim for recovery of any such costs, expenses or attorneys' fees from the other Party. Attorneys for all Parties to this Agreement do likewise expressly waive any claim for recovery of costs, expenses and/or attorney's fees from the opposing Party(ies). Neither Party shall be deemed a "prevailing party" by virtue of executing this Agreement.

C. **No Prior Assignments**. Plaintiff represents that she has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein against the City.

D. **Enforcement**. This Agreement is made and entered into in the State of California, and shall be governed, interpreted, and enforced under the laws of the State of California. The Parties agree that jurisdiction and/or venue of any action involving the validity, interpretation, or enforcement of this Agreement or any of its terms, provisions, or obligations, or claiming breach thereof, shall exist exclusively in a court or government agency located within the County of San Bernardino, State of California. The Parties further agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties allege a breach of this Agreement or seek to enforce its terms, conditions, provisions, or obligations.

E. **Covenant to Effectuate Agreement.** Each Party hereto agrees to do all things and execute and deliver all instruments and documents necessary to fulfill and effect the provisions of this Agreement and to protect the respective rights of the Parties to this Agreement.

F. **Waiver of Terms of Agreement**. No waiver by any Party of any breach of any term or provision of this Agreement shall be construed to be, nor be, a waiver of any preceding, concurrent or succeeding breach of the same, or any other term or provision hereof. No waiver shall be binding unless in writing and signed by the Party to be charged or held bound. It is further understood and agreed that if, at any time, a breach of any term of this Agreement is asserted by any Party hereto, that Party shall have the right to seek specific performance of that term and/or any other necessary and proper relief, including, but not limited to, damages.

G. **No Duress or Undue Influence.** The Parties represent and agree that they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, without any duress or undue influence on the part of or on behalf of any Party, entering into this Agreement.

H. **Consultation with Counsel.** The Parties affirm that, prior to execution of this Agreement, they have consulted with their respective legal counsel/representatives concerning the terms and conditions set forth herein, and that they understand the advice provided to them.

I. **Entire Agreement.** This Agreement contains all of the terms and conditions agreed upon by the Parties hereto regarding the subject matter of this Agreement. Any prior agreements,

promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement, not expressly set forth in this Agreement, are of no force or effect.

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

K. **Severability.** In the event that any one or more provisions of this Agreement shall be declared to be illegal, invalid, unenforceable, and/or void by a court of competent jurisdiction, such provision or portion of this Agreement shall be deemed to be severed and deleted from this Agreement, but this Agreement shall in all other respects remain unmodified and continue in force and effect.

L. **No Precedent.** This Agreement is in no way intended, and shall in no way be construed, to restrict rights guaranteed to the EMPLOYER under local, state or federal law, rule, policy or agreement or to establish a precedent in this or any other matter, now or in the future.

M. **Confidentiality and Disclosure of Terms.** Except as disclosed to the Court herein, the Parties each agree to maintain the confidentiality of the negotiations underlying this Agreement to the extent permitted by law, and agree that they shall not voluntarily and publicly discuss the negotiations that led to this Agreement. This provision shall not extend to any information related to the negotiations of this Agreement that the City may be required to disclose pursuant to the requirements of the Ralph M. Brown Act, Government Code section 54950, *et seq.*, the California Public Records Act, Government Code section 6250, *et seq.*, or the provisions of any other law or regulation requiring disclosure of information by public entities.

N. **Execution of Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE BY PLAINTIFF LISETTEE ATKINSON OF ALL KNOWN AND UNKNOWN CLAIMS ARISING FROM OR RELATED TO THE LAWSUIT.

IN WITNESS WHEREOF, the Parties hereto have executed the Settlement Agreement and General Release.

Dated: 08 / 22 / 2022 By: Lissette

Lissette Atkinson, Plaintiff

THE CITY OF REDLANDS

Dated: 8-23-2022 By: Charles M Duggan Jr.
Charles M. Duggan, Jr.
City Manager

APPROVED AS TO FORM:

Dated: 08 / 22 / 2022 By:
Silvia Luna
LUNA LEGAL FIRM
Attorneys for Plaintiff

Dated: 8/22/22 By: Yvette Abich Garcia
Yvette Abich Garcia
City of Attorney for City of Redlands

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed $130,000; authorize the Chief of Police to sign and execute agreements implementing the grant; and approve an additional appropriation of the same amount (Police Chief Catren)

MOTION(S):

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

I move to approve the agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not-to-exceed $130,000; authorize the Chief of Police to sign and execute agreements implementing the grant; and approve an additional appropriation of the same amount.

RECOMMENDATION:

Staff recommends authorization to accept the Office of Traffic Safety “Selective Traffic Enforcement Program” PT23151 grant for local law enforcement agencies; to authorize the Chief of Police to sign and execute agreements implementing the grant; and to authorize an additional appropriation to the Police Department in the amount of $130,000.

DISCUSSION:

California will initiate the Selective Traffic Enforcement Program (STEP) on October 1, 2022. The grant will fund DUI checkpoints, DUI saturation patrols, speeding, red light and stop sign enforcement, and pedestrian / bicycle enforcement. In addition, the grant will fund the Know Your Limit program and collaborative DUI and traffic enforcement with other agencies. Grant funds will be used to staff the enforcement operations with first-line supervisors and

officers from the Redlands Police Department. The STEP operations and DUI checkpoint and saturation patrols are highly publicized and provide both education and enforcement of traffic and DUI laws. The grant funds will be used for overtime to conduct the operations.

ALTERNATIVES:

Do not accept the grant.

STRATEGIC PLAN:

Continues the support of Objective E-8.2: Research and implement evidence-based methods to reduce violent and property crime and effectively address traffic concerns.

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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:
Chay Miller, Police Executive Assistant

Fiscal Impact

Fiscal Year:	2022/2023
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$130,000
Budgeted Y/N:	Y
Account No.:	200202-F202028

Discussion:

There is no impact to the General Fund; all expenditures are reimbursable under the grant.

Attachments

STEP Grant Email
Draft STEP Grant Agreement
Add'l Approp STEP Grant

Floyd, Jeremy

From: Floyd, Jeremy
Sent: Monday, June 27, 2022 8:23 AM
To: Floyd, Jeremy
Subject: Fwd: OTS Tentatively Approved Your Application

Sent from my iPhone

Begin forwarded message:

> **From:** OTS Email <contact@ots.ca.gov>
> **Date:** June 22, 2022 at 15:43:40 PDT
> **To:** "Floyd, Jeremy" <jfloyd@redlandspolice.org>
> **Subject: OTS Tentatively Approved Your Application**
>
> Congratulations! Through a competitive process, the Office of Traffic Safety (OTS) has tentatively approved your application 23-003972 in the amount of $130,000 with the proposal titled "Selective Traffic Enforcement Program (STEP)." This tentative award is contingent on approval from the National Highway Traffic Safety Administration.
>
> Your OTS Coordinator will contact you to discuss your proposal and explain the grant agreement process. It is our goal to have all new grants start the first of October. If approval from a City Council or the Board of Supervisors is required, you should begin that process now. Do not incur grant reimbursable costs yet, as this is a tentative award.
>
> The OTS will initiate a statewide media news release regarding this year's applications selected for funding. Your agency should not publicly announce this tentative award until the grant agreement is fully negotiated and signed by the OTS.
>
> Again, congratulations on the success of your application.
>
> Sincerely,
> Barbara L. Rooney
> Director

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Redlands

3. Grant Period
From: 10/01/2022
To: 09/30/2023

4. AGENCY UNIT TO ADMINISTER GRANT
Redlands Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $130,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Martin Gonzalez
TITLE: Corporal
EMAIL: mgonzalez@redlandspolice.org
PHONE: (909) 647-8847
ADDRESS: 1270 W Park Ave Building C
Redlands, CA 92373

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Christopher R. Catren
TITLE: Chief of Police
EMAIL: chief@redlandspolice.org
PHONE: (909) 335-4744
ADDRESS: 1270 W Park Ave Building C
Redlands, CA 92373

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Brenda Boon
TITLE: Management Analyst
EMAIL: bboon@redlandspolice.org
PHONE: 909-335-4751
ADDRESS: PO Box 1025
Redlands, CA 92373

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: Q6LKTJ5M3JA8 REGISTERED ADDRESS: 1270 W. Park Avenue CITY: Redlands ZIP+4: 92373-8112

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$130,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	AMOUNT ENCUMBERED BY THIS DOCUMENT **$130,000.00**
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**
OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$130,000.00**

1. PROBLEM STATEMENT

The City of Redlands downtown and west end commercial districts have and are currently expanding with new businesses, restaurants and alcohol serving establishments. The city of Redlands is also seeing an increase in residential building bringing more traffic and pedestrians. The Citrus Plaza / Mountain Grove shopping center is currently expanding and has a movie theater and eating establishments that serve alcohol. The Mountain Grove shopping complex also plays home to a summer concert series which bring in thousands of people to the shopping and eating establishments. All this growth has caused an increase in pedestrian traffic and roadway users in the City of Redlands.

The roadways in the city are being improved to relieve congestion and accommodate the high volume of travel by roadway users throughout the day and night. A commuter rail system is currently under construction and will be completed in 2022. When the commuter rail system does begin to serve the community, it will have a significant impact on the roadways and traffic congestion in the city. Highways such as Interstate 10, 210 and state highway 38 travel through Redlands providing connectors to multitude of other cities. The assistance of the STEP grant will allow officers to be deployed for additional traffic safety measures and enforcement. Additional training provided through the STEP grant, will also assist officers with investigations and arrest for driving under the influence.

In 2019 the Redlands Police Department investigated 627 injury traffic crashes and in 2020 we had 611 injury traffic crashes which is a decrease of 16. Our injury alcohol related traffic crashes went up from 80 in 2019 to 25 in 2020 and then back up to 93 in 2021. This significant decrease/increase is likely due to the statewide lock down and the closure of the bars and other drinking establishments during 2020, coupled with the opening of said establishments in 2021. In 2019 and 2020 we had zero fatal hit and run traffic crashes in 2021 that number went up by 1.

As we look at the past and local statistics, we can see the direct correlations to staffing levels and reduction in fatal crashes. To highlight this reduction, we look at our 2020 crash data (see Traffic Data Summary). In 2020 we were not able to complete all of the grant objectives as a result of the COVID 19 shutdown and had five (5) fatal traffic crashes. This contrasts with 2019 where we completed all the grant objectives. Although our fatal crashes in 2020 were up 1 from 2019, we had a decrease in our injury traffic crashes from 2019 to 2020. In 2020 we did not meet the grant objectives; however, this was due to the pandemic and state lock down, not any issues at our department. So, as you as you can see the funding and completing of grant objectives has given the Redlands Police Department the ability to reduce traffic crashes. Another factor in the reduction in fatal traffic crash is that in 2019 the Redlands Police Department was able to staff a full-time traffic unit staffed by a Motor/Traffic detective and a senior Motor/Traffic Investigator. The combination of completing the grant objectives and adding the traffic unit has shown to be effective in reducing the injury traffic crashes in the City of Redlands. The City of Redlands only funds two (2) officers in traffic and special events, therefore, grant funding remains of utmost importance and is likely a large factor in the recent decrease in fatal traffic crashes. The full-time traffic unit is making strides to reduce fatal traffic crashes but without help from grant funding we feel that many of our traffic crashes categories will once again rise.

We know that typically driving under the influence (DUI) is the highest during the holidays. Significant progress has been made in reducing DUI crashes by law enforcement but, DUI deaths have not dropped and continue to increase. It is going to take a coordinated effort between Law Enforcement, community-based-organizations, and media outreach to help combat this problem.

Several DUI suspects have made statements during DUI investigations and at checkpoints that they have purchased alcohol beverages at our local bars and restaurants. The City of Redlands has 203 active alcohol-licensed establishments of which 145 are “on-sale”. Continuing growth and development of the city will lead to an increase in the number of alcohol establishments in the city. Our downtown bars have a large number of calls involving intoxicated patrons, minors purchasing alcohol, and open container consumption in parking lot areas. Continuous inspections of the Alcohol-licensed establishments are key to

keeping the locations in compliance. Having a “know your limit” program will ease the alcohol related events and DUI’s in the City of Redlands.

The Redlands Police Traffic Unit clearly needs to work to do more work to decrease injury crashes and offenses that cause injury crashes. The Redlands Police Department Traffic Units is working on serving the motoring public by increasing awareness and proactive enforcement. Grant funding will assist in meeting our goal to reduce the number of injury traffic crashes and increase traffic safety for the citizens of Redlands.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	**Target Number**
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Send law enforcement personnel to the DRE Recertification training.	2
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to	10

1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	
8. Conduct DUI Saturation Patrol operation(s).	18
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	4
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	3
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
12. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1
13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	3
14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
15. Conduct Know Your Limit campaigns with an effort to reach members of the community.	2
16. Conduct collaborative DUI Enforcement operations.	1
17. Conduct collaborative Traffic Enforcement operations.	1
18. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	2

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

- <u>Media Requirements</u>Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

<u>Media Requirements</u>

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.

- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. <u>Phase 3 – Data Collection & Reporting</u> (Throughout Grant Year)

1. Prepare and submit invoice claims (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-23	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$80,000.00
402PT-23	20.600	State and Community Highway Safety	$50,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-23	$5,375.00	10	$53,750.00
DUI Saturation Patrols	164AL-23	$1,097.00	18	$19,746.00
Know Your Limit	164AL-23	$1,645.00	2	$3,290.00
Collaborative DUI Enforcement	164AL-23	$1,097.00	1	$1,097.00
Traffic Enforcement	402PT-23	$3,291.00	4	$13,164.00
Distracted Driving	402PT-23	$3,291.00	3	$9,873.00
Motorcycle Safety	402PT-23	$3,291.00	1	$3,291.00
Night-time Click It Or Ticket	402PT-23	$3,291.00	1	$3,291.00
Pedestrian and Bicycle Enforcement	402PT-23	$3,291.00	3	$9,873.00
Traffic Safety Education	402PT-23	$548.00	2	$1,096.00
Street Racing and Sideshow Enforcement Operations	402PT-23	$2,194.00	2	$4,388.00
Collaborative Traffic Enforcement	402PT-23	$1,097.00	1	$1,097.00
Category Sub-Total				$123,956.00
B. TRAVEL EXPENSES				
In State Travel	402PT-23	$3,927.00	1	$3,927.00
				$0.00
Category Sub-Total				$3,927.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-23	$2,117.00	1	$2,117.00
Category Sub-Total				$2,117.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$130,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Know Your Limit - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum . All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(**applies to all subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non- Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
    - "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

        a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
        b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;
        c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
        d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
        e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

<u>THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)</u>

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an

employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)
The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The signed certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to all subrecipients as well as States)
None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment

rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to all subrecipients as well as States)
The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)
The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE
In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING
In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 08/01/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Overtime Salaries	200202	5102	F202028	123,956.00
Travel Exp Reimb	200202	6402	F202028	3,927.00
Special Departmental Supplies	200202	7810	F202028	2,117.00
				$ 130,000.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200202	4407	F202028	130,000.00
				$ 130,000.00 -

JUSTIFICATION: OTS STEP 2022/23 Grant Award #PT23151

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Ordinance No. 2933 (Second Reading)- Approving Development Agreement No. 25 for the "State Street Village" mixed use development project located at 101 Redlands Mall (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) and the southeast corner of West Citrus Avenue and Eureka Street (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) in the C-3, General Commercial zoning district (Development Services Director Desatnik)

MOTION(S):

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

I move to adopt Ordinance No. 2933.

RECOMMENDATION:

It is recommended that City Council adopt Ordinance No. 2933, which would approve Development Agreement No. 25 for the "State Street Village" mixed use development project located at 101 Redlands Mall (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) and the southeast corner of West Citrus Avenue and Eureka Street (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) in the C-3, General Commercial zoning district.

DISCUSSION:

On July 19, 2022, the City Council introduced Ordinance No. 2933. The staff report prepared for the introduction of this ordinance is attached hereto and is available in the City Clerk's office.

ALTERNATIVES:

The City Council may continue this matter to allow additional time to review Ordinance No. 2933.

STRATEGIC PLAN:

Ordinance No. 2933 is consistent with Priority A, Quality of Life, and the goal for Economic Vitality, “Encourage redevelopment efforts in the transit corridor.

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

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

Attachments

Ordinance No. 2933 with Development Agreement

Ordinance No. 2933 Introduction Staff Report

ORDINANCE NO. 2933

AN ORDINANCE OF THE CITY OF REDLANDS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC (VPV STATE STREET VILLAGE, LLC), REGARDING THE STATE STREET VILLAGE PROJECT (ASSESSOR'S PARCEL NUMBERS 0171-053-01-0000, 0171-053-02-0000, 0171-053-03-0000, 0171-053-04-0000, 0171-053-05-0000, 0171-053-06-0000, 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.

WHEREAS, the City of Redlands ("City") has found that development agreements will strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code Sections 65864 *et seq*., the City of Redlands is authorized to enter into development agreements providing for the development of land under terms and conditions set forth therein; and

WHEREAS, Chapter 18.220 of the Redlands Municipal Code sets forth the procedures for the approval of development agreements described in California Government Code Sections 65864 *et seq*.; and

WHEREAS, Village Partners Ventures, LLC aka VPV State Street Village, LLC, 4340 Von Karman Avenue, Suite 110, Newport Beach, CA 92660 (the "Applicant" and "Developer"), has filed development applications and requested approval of Development Agreement No. 25 related to General Plan Amendment No. 142, Conditional Use Permit Nos. 1155 and 1156, Commission Review & Approval Nos. 933 and 934, and Vesting Tentative Tract Map No. 20425 (the "Project"); and

WHEREAS, Applicant is the owner of the real property generally located on the south side of West Redlands Boulevard, west side of Orange Street, north side of West Citrus Avenue, and east side of Eureka Street (Assessor Parcel Numbers 0171-053-01-0000, 0171-053-02-0000, 0171-053-03-0000, 0171-053-04-0000, and 0171-053-05-0000, 0171-053-06-0000) and on the south side of West Citrus Avenue between Eureka Street and South Fourth Street (Assessor Parcel Numbers 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, and 0171-251-10-0000) (the "Property"); and

WHEREAS, on May 10, 2022, the City Council unanimously adopted Resolution Nos. 8339 and 8340 approving the mixed use development Project for the phased development of:

- Five 3- to 4-story mixed-use buildings consisting of:
    - 700 multifamily dwelling units;
    - 71,778 square feet of ground-floor retail;
    - 12,328 square feet of office space;
    - On-site parking garages to serve the project;
    - Amenity areas and private open space areas;
    - A community building with amenities for residents;
    - A 1,721 square foot rooftop restaurant space with a rooftop deck;
    - Plaza area for public open space; and,
- One 14,500 square foot single-story retail building for a drugstore with drive-through lane and surface parking lot; and

WHEREAS, on May 10, 2022, the City Council unanimously adopted Resolution No. 8338 approving General Plan Amendment No. 142 for the Project; and

WHEREAS, on May 10, 2022, the City Council unanimously adopted Resolution No. 8341 approving Vesting Tentative Tract Map No. 20425 for the Project; and

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State California Environmental Quality Act ("CEQA") Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Redlands is the lead agency for the proposed Project; and

WHEREAS, consistent with CEQA (Pub. Resources Code, § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City prepared a Draft Sustainable Communities Environmental Assessment ("Draft SCEA") and circulated that Draft SCEA for public review and comment for a period of thirty (30) days beginning on November 5, 2021, and ending on December 6, 2021; and

WHEREAS, consistent with CEQA and the State CEQA Guidelines, the City prepared a Final Sustainable Communities Environmental Assessment ("Final SCEA"), consisting of the Draft SCEA, all technical appendices prepared in support of the Draft SCEA, all comment letters received on the Draft SCEA, written responses to all comment letters received on the Draft SCEA, and errata to the Draft SCEA and technical appendices; and

WHEREAS, the Sustainable Communities Environmental Assessment consists of the Final SCEA and its attachments and appendices, as well as the Draft SCEA and its attachments and appendices (as modified by the Final SCEA); and

WHEREAS, the City Council adopted Resolution No. 8337 on May 10, 2022, whereby the Sustainable Communities Environmental Assessment (SCEA), Environmental Findings of Fact, and Mitigation Monitoring and Reporting Program were adopted for the Project including Development Agreement No. 25; and

WHEREAS, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, Developer has proposed to enter into a development agreement concerning the Project ("Development Agreement") to provide

assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements except as provided in the Development Agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, the City desires the timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan; and

WHEREAS, the City Council has found that this Development Agreement is consistent with the City's General Plan; and

WHEREAS, the City Council has determined that by entering into the Development Agreement: (i) the City will promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan; (ii) significant benefits will be created for City residents and the public generally from increased employment and the public gathering opportunities created by the Project; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to conditions and requirements set forth therein; and

WHEREAS, the City of Redlands Planning Commission held a public hearing at the City Council Chambers on June 14, 2022, at a regularly scheduled meeting, notice of said public hearing having been duly given as required by law and in accordance with the provisions of the Redlands Municipal Code, heard and considered evidence for and against the proposed Development Agreement No. 25, and investigated and made findings and recommendations in conjunction therewith; and

WHEREAS, on July 8, 2022, a Notice of Public Hearing was published in a newspaper of general circulation within the City of Redlands and was mailed to all interested parties, as well as property owners within a 300-foot radius, in accordance with the Government Code and Redlands Municipal Code as required by law; and

WHEREAS, the City of Redlands City Council held a public hearing at the City Council Chambers on July 19, 2022, at a regularly scheduled meeting, notice of said public hearing having been duly given as required by law and in accordance with the provisions of the Government Code and Redlands Municipal Code, heard and considered evidence for and against the proposed Development Agreement No. 25, and investigated and made findings in conjunction therewith that the proposed Project is fair, just, and reasonable and consistent with the General Plan.

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

Section 1. The City Council hereby finds that the foregoing recitals are true and correct and are hereby incorporated herein by this reference.

Section 2. Pursuant to Resolution No. 8337, the City Council has adopted Environmental Findings of Fact, a Mitigation Monitoring and Reporting Program, and adopted the Sustainable Communities Environmental Assessment (SCEA) prepared for the Project and Development Agreement No. 25.

Section 3. Pursuant to California Government Code Section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement is consistent with the General Plan because the Development Agreement will result in the development of the Property at the density and intensity of use allowed under the General Plan.

Section 4. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds the Development Agreement is in the best interests of the City and good land use practices as it ensure the orderly development of the Property with amenities and infrastructure that will be beneficial to the community.

Section 5. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety and welfare of the community because the Development Agreement will permit land uses that best reflect community needs, including the need for office, commercial and retail spaces, and will allow for the most efficient and logical development of the real property governed by the Development Agreement in the City.

Section 6. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds that: (i) the economic interests of Redlands residents and the public health, safety and welfare will be best served by entering into the Development Agreement; (ii) this Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the area in which the Property is located; (iii) the Development Agreement is in conformity with the public convenience, general welfare and good land use practice; (iv) the Development Agreement will not be detrimental to the public health, safety and general welfare; and (v) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the property it governs or any other property. The City Council also hereby adopts the findings made by the Planning Commission in its recommendation to the City Council for approval of Development Agreement No. 25.

The City Council further finds that among others, the following public benefits accrue to the residents of the City as a result of the Development Agreement:

A. The revitalization of an underdeveloped site.

B. The development of onsite infrastructure upgrades that would not occur otherwise, including public and private streets, and public infrastructure required to achieve the housing and job benefits to be derived from the Project.

C. The generation of additional sales and property taxes.

D. The stimulation of adjacent areas in the downtown area of the City by introducing unique shopping, dining, and entertainment experiences.

E. The implementation of numerous City planning and economic development policies which benefit the health and fiscal welfare of the City and its residents.

F. The provision for the creation of much-needed public gathering spaces, including a limited public easement over the public green and paseo for public and private spaces and including public and private paseos to facilitate public use and recreation of such areas.

G. The implementation of a marketing and leasing strategy which will initially target the provision of housing to local and regional tenants.

H. The reestablishment of historical State Street and Third Street through the Project site.

I. The construction of additional housing options in the City including rental dwelling units and condominium (for sale) dwelling units.

J. The unbundling of parking from residential units such that separate rental fees are charged for parking and living spaces.

K. Facilitation of mixed use developments with significant higher-density housing components in the core areas of the City to promote alternative modes of transportation and transit, reduce vehicle miles traveled, improve air quality and healthy environment in the City, reduce sprawl, reduce costs of building and maintaining public infrastructure, and preserve the City's agricultural and open space land around the periphery of the City.

Section 7. Pursuant to California Government Code Section 65867.5(b), and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Development Agreement is consistent with the General Plan because the Development Agreement will result in the development of the Property at the intensity and density allowed under the General Plan.

Section 8. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds that the Development Agreement is in compliance with the conditions, requirements, restrictions, and terms of the Municipal Code, in that it includes all mandatory provisions required by Government Code § 65865.2 and does not include any provisions that are not authorized by the Development Agreement Act.

Section 9. Pursuant to California Government Code Section 65865, the City Council hereby approves the Development Agreement attached hereto and incorporated herein by reference as Exhibit "A," entitled "Redlands Mall Redevelopment Into State Street Village Development Agreement," subject to any minor, technical, and non-substantive changes approved by the City Manager and the City Attorney, and authorizes the City Manager to execute the Development Agreement and any documents related thereto.

Section 10. The Mayor shall sign this Ordinance and the City Clerk shall certify 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. Pursuant to Government Code Section 65868.5, within 10 days following the entering into of the Development Agreement, as evidenced by the full execution thereof, the Secretary shall record with the San Bernardino County Recorder a copy of the Development Agreement.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at a regular meeting thereof held on the _____ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

DEVELOPMENT AGREEMENT
FOR THE STATE STREET VILLAGE PROJECT

RECORDED AT REQUEST OF:

Clerk, City Council
City of Redlands

WHEN RECORDED RETURN TO:

City of Redlands
35 Cajon Street, Suite 200
Redlands, CA 92373
Attention: City Clerk

Exempt from Filing Fees, Government Code Section 6103

REDLANDS MALL REDEVELOPMENT INTO STATE STREET VILLAGE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF REDLANDS,
a California municipal corporation

and

VPV STATE STREET VILLAGE, LLC,
a Delaware limited liability company

Dated as of June 27, 2022, for reference purposes

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STATE STREET VILLAGE
DEVELOPMENT AGREEMENT

THIS STATE STREET VILLAGE DEVELOPMENT AGREEMENT ("**Agreement**") is entered into by the **CITY OF REDLANDS**, a California municipal corporation and general law city (hereinafter "**CITY**"), and **VPV STATE STREET VILLAGE, LLC**, a Delaware limited liability company (hereinafter "**OWNER**"). CITY and OWNER are sometimes referred to individually as "**Party**" and collectively as "**Parties**." This Agreement is dated _____, 2022 for reference purposes only; it will not become effective until the "**Effective Date**" (defined below).

RECITALS

A. CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864 et seq. of the Government Code.

B. OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY.

C. By electing to enter into this Agreement, CITY shall bind future City Councils of CITY by certain of the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY including the power of initiative.

D. The terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable.

E. The best interests of the citizens of the City of Redlands (the "CITY") and the public health, safety and welfare will be served by entering into this Agreement.

F. All of the procedures of the California Environmental Quality Act have been met with respect to the Project and this Agreement.

G. This Agreement and the Project are consistent with CITY'S Comprehensive General Plan, as amended, and the Transit Villages Specific Plan, as adopted, provided the Specific Plan is not more restrictive in terms of density or stories or heights than the other Project approvals.

H. All actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters.

I. Development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY.

J. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864 et seq. of the Government Code are intended.

K. OWNER has incurred and will in the future incur substantial costs in excess of the generally applicable requirements in order to assure the vesting of its legal rights to develop the Property in accordance with this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions and Exhibits

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

(A) "***Agreement***" means this Development Agreement.

(B) "***CITY***" means the City of Redlands, a municipal corporation, organized and existing pursuant to the laws of the State of California.

(C) "***Completed***," "***Completion***," and initially capitalized variants thereof mean, with respect to that element of the Project to which the term relates, that Owner has received a certificate of occupancy (including a temporary certificate of occupancy).

(D) "***Development***" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project, including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "**Development**" includes the maintenance , repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof if undertaken during the Term of this Agreement.

(E) "***Development Agreement Policies***" means those certain development agreement procedures and requirements established in accord with City Municipal Code Chapter 18.220.

(F) "***Development Approvals***" means all permits and other entitlements for use or construction and subdivisions subject to approval or issuance by CITY in connection with the Development of the Property, including, but not limited to:

(1) specific plans and specific plan amendments, including the Specific Plan;

(2) tentative and final subdivision and parcel maps;

(3) site plans/design review (Commission Review and Approval);

(4) conditional use permits;

(5) zoning;

(6) demolition, grading and building permits; and

(7) All environmental approvals under the California Environmental Quality Act.

(G) "***Development Exaction***" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests, including those imposed in accord with the MMRP (as defined in paragraph (P), below). "Development Exaction" includes Development Impact Fees.

(H) "***Development Impact Fee***" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by CITY in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include fees for processing applications for governmental regulatory actions or approvals or fees collected under development agreements adopted pursuant to Article 2.5 of the Governments Code (commencing with Section 65864).

(I) "***Development Plan***" means the Existing Development Approvals and the Existing Land Use Regulations applicable to the Development of the Property, and the more particular plan for the development of the Property as further set forth in Exhibit C.

(J) "***Effective Date***" means the date the ordinance approving this Agreement becomes effective.

(K) "***Existing Development Approvals***" means all Development Approvals approved or issued prior to the Effective Date. "Existing Development Approvals" include the Development Approvals described on the attached Exhibit C and all other Development Approvals which are a matter of public record on the Effective Date. Notwithstanding any provision herein to the contrary, "Development Approvals" include the Specific Plan.

(L) "***Existing Land Use Regulations***" means all Land Use Regulations in effect on the Effective Date. "Existing Land Use Regulations" include the Land Use Regulations incorporated herein as Exhibit D and all other Land Use Regulations which are a matter of public record on the Effective Date. Notwithstanding any provision herein to the contrary, "Existing Land Use Regulations" include the Specific Plan.

(M) "***General Plan Amendment***" means the amendment to CITY'S General Plan identified in CITY records as GPA No. 142, providing for the redesignation of five parcels on a portion of the Property necessary to permit the Development of the Property as described herein **and approved by City Council Resolution No. 8338 on May 10, 2022**.

(N) "***Land Use Regulations***" means all CITY ordinances, policies , standards resolutions, codes, rules, regulations and official policies, including without limitation the Specific Plan, governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the Development of the Property. "**Land Use Regulations**" do not include any CITY ordinance, resolution, code, rule, regulation, or official policy governing:

(1) the conduct of businesses, professions, and occupations;

(2) taxes and assessments;

(3) the control and abatement of nuisances;

(4) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property; or

(5) the exercise of the power of eminent domain.

(O) "***Mitigation Monitoring and Reporting Program***" or "***MMRP***" means the mitigation monitoring and reporting program for assessing and ensuring compliance with required environmental impact mitigation measures **approved by City Council Resolution No. 8337, on May 10, 2022 in conjunction with the City Council's certification of the SCEA**.

(P) "***Mortgagee***" means a mortgagee of a mortgage, a beneficiary under a deed of trust, or any other security-device lender, and their successors and assigns.

(Q) "***OWNER***" means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

(R) "***Project***" means the Development of the Property contemplated by the Development Plan, as such Development Plan may be further defined, enhanced, or modified pursuant to the provisions of this Agreement.

(S) "***Property***" means the real property described on Exhibit A and shown on Exhibit B to this Agreement.

(T) "***Reservations of Authority***" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

(U) "***Related General Plan Amendment***" means that certain General Plan Amendment related to the Specific Plan, which will be adopted by CITY when the Specific Plan is adopted and which when effective shall automatically be deemed to be included within the Existing Development Approvals and the Existing Land Use Regulations; on condition that the Related General Plan Amendment is not materially inconsistent with those certain land uses otherwise permitted pursuant to this Agreement in that they are the equivalent of a "minor"

deviation therefrom, as such term is otherwise used and applied regarding scope and effect to different circumstances in Section 3.5. In order to attempt to avoid more than a "minor" deviation, CITY will reasonably confer with OWNER prior to adopting the Related General Plan Amendment.

(V) "***Secured Entitlements Date***" means the date on which both (i) CITY has approved the General Plan Amendment, Tract Map, and the SCEA/MMRP, and all other Development Approvals required by CITY to permit OWNER to obtain a demolition , grading and building permit for the vertical construction of the first (1st)-to-be-developed building described in the Development Plan (individually, an "**Approval**" and, collectively, "**Approvals**") in the substantive form requested by OWNER, subject only to those changes to which OWNER affirmatively consents in writing, and (ii) each and all of the Approvals have become Final. The Approvals will become "**Final**" when (i) thirty (30) days following the date of the CITY'S approval of the last Approval and no litigation has been filed, or (ii) if litigation is filed, the litigation has been denied by the trial court and the time to appeal, petition for certiorari or move for reargument or rehearing of the trial court's ruling has expired and no appeal, petition for certiorari or other proceedings for reargument or rehearing is then pending, or (iii) if an appeal, writ of certiorari, reargument or rehearing of the trial court's ruling has been sought, the Approvals shall have been affirmed by the highest court to which the Approvals were appealed, or certiorari has been denied, or if reargument or rehearing of the trial court's ruling was sought, the time to take any further appeal, petition for certiorari or move for reargument or rehearing has expired.

Either Party may send written notice to the other that sets forth the sending Party's assertion of when the Secured Entitlements Date has occurred. The receiving Party must respond within thirty (30) business days following receipt as to its concurrence or disapproval. In the event the receiving Party fails to respond within the time period set forth in the preceding sentence , the "**Secured Entitlements Date**" shall be deemed to be as set forth in the sender's notice .

(W) "***Specific Plan***" means the draft "**Transit Villages Specific Plan**" identified in CITY records as SP No. 65; provided that upon its adoption by CITY, the final Transit Villages Specific Plan, including without limitation all documents certified or adopted relative thereto pursuant to the California Environmental Quality Act, shall automatically be substituted for the draft Specific Plan for purposes hereof, and shall then be deemed to be the Specific Plan.

(X) "***Subdivision Map Act***" means Government Code Sections 66410, et seq.

(Y) "***Subsequent Development Approvals***" means all Development Approvals required subsequent to the Effective Date in connection with the Development of the Property.

(Z) "***Subsequent Land Use Regulations***" means any Land Use Regulations adopted and effective after the Effective Date.

(AA) "***Sustainable Communities Environmental Assessment or SCEA***" means that certain environmental document prepared in accord with the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) and entitled State Street Village Project Sustainable Communities Environmental Assessment (SCH No. 2021110117). **The SCEA for the Project was certified by City Council Resolution No. 8337 on May 10 , 2022.**

(BB) "***Term***" has the meaning given in Section 2.3 of this Agreement.

(CC) "***Tract Map***" means the subdivision map identified in CITY records as Vesting Tentative Tract Map No. 20425 **and approved by the CITY with City Council Resolution No. 8341 on May 10 , 2022.**

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit A – Legal Description of the Property

Exhibit B – Map showing Property and its Location

Exhibit C – Existing Development Approvals

Exhibit D – Existing Land Use Regulations

Exhibit E – Schedule of Impact Fees

Exhibit F – Fee Credits

2. General Provisions

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. The Development of the Property is hereby authorized and shall be carried out only in accordance with the provisions of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of fee simple title to the Property.

2.3 Term.

(A) The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of fifteen (15) years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement.

(B) The Term of this Agreement may be extended in accord with Section 2.5.

(C) The term of all subdivision maps included within the Development Approvals shall be co-terminus with the Term of the Agreement.

(D) Thereafter, OWNER shall have no vested right under this Agreement regardless of whether OWNER has paid any Development Impact Fee.

(E) Notwithstanding the foregoing, this Agreement shall be terminated effective as of the fifth (5th) anniversary of the Effective Date (*"**Construction Commencement Deadline**"*) subject to Section 10.12, unless OWNER shall have commenced, and diligently and continuously proceeded with construction of Phases 1A or 1B of Alternative 1 or Phase 1 of Alternative 2 of the Project, as described in that certain State Street Village Phasing Plan attached

to Redlands City Council Resolution Nos. 8339, 8340 and 8341 approving the Conditional Use Permit, Commission Review & Approval, and Tentative Tract Map.

2.4 Sale or Assignment.

(A) OWNER may sell, transfer, or assign the Property, in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act) to any person, partnership, joint venture, affiliate, firm, or corporation at any time; provided, however, that any such sale, transfer or assignment must be made in compliance with the following conditions:

(1) Any sale, transfer or assignment of any right or interest under this Agreement must be made together with the sale, transfer or assignment of all or a part of the Property.

(2) Concurrent with any such sale, transfer, or assignment, or within twenty (20) business days thereafter, OWNER shall notify CITY, in writing, of such sale, transfer, or assignment and shall provide CITY with an agreement, in a form reasonably acceptable to CITY, executed by the purchaser, transferee, or assignee and providing therein that the purchaser, transferee, or assignee, effective on acquisition of title to the affected property expressly and unconditionally assumes all the duties, covenants, agreements, waivers and obligations of OWNER under this Agreement to the extent applicable to the part of the Property being transferred.

(a) The qualifications and identity of OWNER are of particular concern to CITY. It is because of those qualifications and identity that CITY has entered into this Agreement with OWNER. For the period of the Term, no voluntary or involuntary successor in interest of OWNER shall acquire any rights or (i) powers under this Agreement, nor shall OWNER make any total or partial sale; transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Project (any of which is hereafter referred to as a "**Transfer**") without prior written approval of CITY, except as expressly set forth hereinafter. Any proposed total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Property or the Project without CITY consent will constitute a default under this Agreement.

(b) Notwithstanding any other provision of this Agreement to the contrary, CITY approval of a Transfer shall not be required in connection with any of the following:

(i) Any Transfers to an entity or entities in which OWNER retains a minimum of fifty-percent (50%) of the ownership or beneficial interest and retains management and control of the transferee entity or entities.

(ii) The Transfer or dedication of any portion of the Property to CITY or other appropriate governmental agency, or the granting of easements or permits to facilitate construction of the Project.

(iii) Any requested assignment/encumbrance for financing purposes including the grant of a deed of trust to secure the funds necessary for land acquisition, construction and permanent financing of the Project.

(iv) In the event of an assignment or Transfer by Developer under subparagraphs (i) through (iii), inclusive, above not requiring the CITY'S prior approval, OWNER nevertheless agrees that at least thirty (30) days prior to such assignment it shall give written notice to CITY of such assignment or Transfer and satisfactory evidence that the assignee or transferee has assumed jointly with OWNER the obligations of this Agreement.

(c) CITY agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 2.4(A), provided OWNER delivers written notice to CITY requesting such approval. Such notice shall be accompanied by sufficient evidence regarding the proposed assignee's or transferee's development and/or operational qualifications and experience, and its financial commitments and resources, in sufficient detail to enable CITY to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 2.4(A) and as reasonably determined by CITY. CITY shall evaluate each proposed transferee or assignee on the basis of its development and/or qualifications and experience in the operation of facilities similar to the Project, and its financial commitments and resources, and may reasonably disapprove any proposed transferee or assignee, during the Term, which CITY determines does not possess equal or better qualifications than OWNER. An Assignment, Assumption and Release Agreement in form satisfactory to the City Attorney shall also be required for all proposed assignments. Within thirty (30) days after the receipt of OWNER'S written notice requesting CITY approval of an assignment or transfer pursuant to this Section 2.4(A), CITY shall either approve or disapprove such proposed assignment or transfer, or shall respond in writing by stating what further information, if any, CITY reasonably requires in order to determine the request complete and determine whether or not to grant the requested approval. Upon receipt of such a response, OWNER shall promptly furnish to CITY such further information as may be reasonably requested.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions and requirements shall constitute a default by OWNER under this Agreement. Notwithstanding the failure of any purchaser, transferee, or assignee to execute the agreement required by subparagraph (2) above ,the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser , transferee or assignee until and unless such agreement is executed.

(B) Notwithstanding any sale, transfer, or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(1) OWNER no longer has a legal or equitable interest in the part of the Property transferred.

(2) OWNER is not then in default under this Agreement.

(3) OWNER has provided CITY with the notice and executed agreement required under subparagraph (A)(2), above.

(4) The purchaser, transferee, or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations under this Agreement.

(C) Any subsequent sale, transfer, or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.4.

(D) Upon issuance of a certificate of occupancy for a building on the applicable lot and the payment of all fees for such lot set forth in this Agreement, a purchaser, transferee, or assignee of a commercial or industrially-zoned lot, which has been finally subdivided as provided for in the Development Plan and for which a commercial or industrial plot plan for development has been approved, shall be entitled to submit a written request to CITY to release said lot from any obligations under this Agreement. Likewise , upon the sale , lease or other transfer of any residential unit pursuant to a final subdivision map of any residential lot or condominium , such residential unit and the owner thereof shall be deemed released from all obligations under this Agreement and may request a written release from CITY. Within thirty (30) days following its receipt of such request, CITY shall review, and if the above conditions are satisfied, shall approve the request for release and notify the purchaser, transferee, or assignee in writing thereof. CITY will execute in recordable form and deliver any instrument as may be requested to evidence the release described in this subparagraph (D). Except as otherwise provided in this Agreement, no such release approved pursuant to this subparagraph (D) shall cause a release of OWNER from its duties and obligations under this Agreement. With respect to the transfer and release referenced in this Section 2.4 the obligations hereunder are not joint and several but several as to portions of the Property transferred as provided in this Section.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868 and the Development Agreement Policies. This provision shall not limit any remedy of CITY or OWNER provided by this Agreement.

2.6 Termination.

(A) This Agreement shall terminate and be of no further effect upon the occurrence of any of the following events:

(1) Expiration of the Term.

(2) Entry of a final judgment setting aside, voiding, or annulling the adoption of the ordinance approving this Agreement.

(3) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(4) The completion of the Project as a whole or applicable phase, as evidenced by the issuance of all required occupancy permits and acceptance by CITY (or other applicable public agency) of all required public dedications. It is anticipated that completion of the Project as evidenced by issuance of occupancy and required public dedications, may occur in phases as reasonably agreed upon by CITY and OWNER.

(5) Termination of this Agreement in accord with any of the termination provisions set forth in this Agreement.

(B) Termination of this Agreement will not operate to terminate any Development Approval in effect prior to the termination or affect any vested right previously acquired by OWNER under applicable California law. Nothing in this Agreement eliminates, limits, expands, or modifies CITY'S authority to adopt, amend or rescind the Specific Plan or other Development Approvals, subject, however, to OWNER'S vested development rights granted herein , acquired under California law and provided all applicable legal requirements and legal limitations that would be applicable to CITY'S actions in the absence of this Agreement.

(C) Upon the termination of this Agreement, neither Party shall have any further right or obligation hereunder, except with respect to any obligation to have been performed prior to such termination, or with respect to any default which occurred prior to such termination, or with respect to any obligations which are specifically set forth as surviving this Agreement.

2.7 Notices.

(A) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment, or other communication required or permitted hereunder.

(B) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier. All notices shall be addressed as follows:

If to CITY:	City of Redlands 35 Cajon Street, Suite 200 Redlands, CA 92335 Attn: City Manager Telephone: (909) 350-7600
with a copy to:	City of Redlands 35 Cajon Street, Suite 200 Redlands, CA 92373 Attn: Redlands City Attorney Telephone: (909) 350-7600

If to OWNER:	VPV STATE STREET VILLAGE, LLC c/o Village Partners 4350 Von Karman Avenue, Suite 200 Newport Beach, CA 92660 Attn: Don Henry Telephone: (949) 697-7767
And:	VPV STATE STREET VILLAGE, LLC c\o Village Partners 4350 Von Karman Avenue, Suite 200 Newport Beach, CA 92660 Attn: Michael Morris Telephone: (949) 433-8568
with a copy to:	Dzida, Carey &Steinman 3 Park Plaza, Suite 750 Irvine, CA 92614 Attn: Steven J. Dzida, Esq. Telephone: (949) 399 0363

Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. Development of the Property

3.1 Rights to Develop. Subject to the limitations of this Agreement, including the Reservations of Authority, OWNER shall have the vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.2 Effect of Agreement on Land Use Regulations; Development Exactions.

(A) Except as otherwise provided under the terms of this Agreement, including the Reservations of Authority, the ordinances, rules, regulations, and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise its

discretion in accordance with the Development Plan and this Agreement, including, but not limited to, the Reservations of Authority. CITY shall accept for processing, review, and action all applications for Subsequent Development Approvals and such applications shall be processed in the normal manner for processing such matters.

(B) Unless otherwise permitted by the Reservations of Authority, CITY may not impose any Development Exaction on the Project, including in connection with the Subsequent Development Approvals, that is inconsistent with the Development Plan, the MMRP, or this Agreement.

3.3 Timing of Development. The Parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, (1984) 37 Cal.3d 465, that the failure of the Parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such Parties' agreement, it is CITY'S and OWNER'S intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.4 Development Phasing. The Development of the Property is subject to any timing and phasing requirements established by and set forth in the Development Plan.

3.5 Changes and Amendments.

(A) The Parties acknowledge that refinement and further development of the Project may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. If OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER may apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement, including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit C and may be further changed from time to time as provided in this Section 3.5.

(B) Unless otherwise required by law, as determined in CITY'S reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and may be approved by the City Manager or City Manager's designee and not require an amendment to this Agreement provided the change does not:

(1) Materially increase the density or intensity of use of the Property as a whole;

(2) Materially increase the square footage of buildings, as long as the maximum height of permitted buildings is not increased;

(3) Materially alter a requirement for the reservation or dedication of land for public purposes; or,

(4) Modify the Project to the extent a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code is required.

For purposes of this Section 3.5(B), materially" shall mean in excess of five percent (5%) of the referenced development parameter.

3.6 Reservations of Authority.

(A) Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development of the Property:

(1) Processing fees and charges of every kind and nature imposed by CITY to cover the actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(2) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure.

(3) Regulations governing construction standards and specifications applicable to public and private improvements or affecting health and safety including, without limitation, the CITY'S Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Fire Code.

(4) Regulations imposing Development Exactions; provided however, that no such subsequent adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply to completed improvements with respect to which the owner has vested rights or if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4.2 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4.2 of this Agreement to the extent such fees fulfill the same purposes. Notwithstanding the foregoing or any provision in this Agreement to the contrary, CITY shall have the right to lower or increase Development Impact Fees from time to time, in its sole discretion, and any and all revised Development Impact Fees shall be applicable to the Project at the time they are due for payment.

(5) Regulations which may be in conflict with the Development Plan but which are uniformly applied by CITY to similar uses and reasonably necessary to eliminate or mitigate a serious and immediate threat to public health or safety. To the extent possible, any such regulations shall use the least restrictive means of accomplishing the identified health and safety

concern, and be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(6) Regulations which do not conflict with the Development Plan. As one example, any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of the Development of the Property shall be deemed to conflict with the Development Plan and shall, therefore, not be applicable to the Development of the Property.

(7) Regulations which conflict with the Development Plan if OWNER has given written consent to the application of such regulations to the Development of the Property.

(8) Regulations that impose, levy, alter or amend fees, or Land Use Regulations relating to future services (but not infrastructure or improvements funded by other Development Exactions), including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(9) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

(B) This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or on the basis of any Subsequent Land Use Regulation not in conflict with the Development Plan. For all purposes of this Agreement generally, and this Section 3.6 specifically, Land Use Regulations will be deemed to conflict with the Development Plan and this Agreement if the Land Use Regulations seek to, whether as part of a specific or general enactment that applies to the Property or Project: (i) limit or reduce the density, intensity, height or size of structures, or modify the type of Development, on the Property; (ii) regulate the timing or sequencing of the Development of the Property in any manner; (iii) require any additional on-site or off-site improvements not required by the Development Plan to be constructed or paid for by OWNER or a subsequent owner of the Property; (iv) materially increase the costs of the Development or materially reduce the value of the Property; or (v) restrict or modify the use of the Property in any manner or degree other than as set forth in the Development Plan. The permitted uses for development of the Project and rights granted hereunder are specified in Redlands Municipal Code Section 18.92 (C-3 General Commercial District) and the Specific Plan, and are incorporated herein by this reference.

(C) In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

(D) The Parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. The CITY reserves all such power and authority which cannot be restricted by contract or is not restricted by vested rights as otherwise established under applicable law.

3.7 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, then OWNER shall, if required by applicable laws to do so, perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.8 [Intentionally Deleted]

3.9 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.10 Tentative Subdivision Map Extension. In accord with Section 66452.6 of the Government Code, every tentative parcel and subdivision map approved in connection with Development of the Property will be valid for a period equal to the longer of: (1) the remaining period of the Term of this Agreement as of the time of tentative map approval; and (2) the longest period authorized by the Subdivision Map Act, City Municipal Code, or other applicable law as of the time of tentative map approval.

3.11 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410 et seq.) and if this Agreement is determined by a final judgment to be invalid or unenforceable insofar as it grants a vested right to develop to OWNER, then and to that extent the rights and protections afforded OWNER under the laws and ordinances applicable to vesting maps shall supersede the provisions of this Agreement. Likewise OWNER'S vested development rights under applicable law shall not be affected by the total or partial invalidation of this Agreement. Except as set forth above, the Development of the Property shall occur only as provided in this Agreement and the provisions in this Agreement shall be controlling over any conflicting provision of law or ordinance concerning vesting maps.

3.12 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project. OWNER shall contract with CITY for CITY-owned or operated utilities serving the Project for such prices and on such terms as may be mutually agreed to between the Parties.

3.13 Covenants, Conditions and Restrictions. OWNER shall have the ability to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as OWNER deems appropriate, in its sole and absolute discretion. Such CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, OWNER shall provide a

copy of the CC&Rs to CITY for review and approval by the City Attorney. The City Attorney's review shall be limited to determining if the CC&Rs substantially comply with this Agreement. Within thirty (30) days after receiving a copy of the proposed CC&Rs from OWNER, the City Attorney shall provide OWNER with either (i) a statement that the CC&Rs comply with this Agreement ("**CC&R Approval**") or (ii) written comments identifying each aspect of the CC&Rs which the City Attorney believes not to be in compliance with this Agreement (a "**Statement of Non-Compliance**"). If the City Attorney fails to provide OWNER with either CC&R Approval or a Statement of Non-Compliance within thirty (30) days following a written request by OWNER, CITY shall be deemed to have approved the CC&Rs and OWNER may record the CC&Rs against the Property. If the City Attorney provides a Statement of Non-Compliance, OWNER shall have thirty (30) days in which to respond to the Statement of Non-Compliance. Upon submittal of OWNER'S response, the procedure described above for the initial submittal and City Attorney review of proposed CC&Rs shall again be followed. This procedure shall be followed until OWNER either (1) receives CC&R Approval, (2) files an action for declaratory relief in San Bernardino County Superior Court seeking a judicial determination of the compliance of the proposed CC&Rs, or (4) agreement is otherwise reached between the Parties allowing for the recording of the CC&Rs. The CC&Rs may run with the land and bind OWNER'S successors and assigns.

3.14 Specific CITY Actions.

(A) At the cost and expense of OWNER, CITY shall reprogram and modify existing State Street/Orange Street traffic signal to efficiently incorporate the needs of the Project. Any new traffic signal and related improvements shall be installed by and at the cost and expense of OWNER.

(B) CITY shall, subject to reasonable health and safety conditions, issue annual permits for up to 24 events in the Project plaza on private property with a single public notice in advance or if allowed by applicable law waive such requirement and issue such permit(s) administratively. OWNER shall provide CITY with a description of each event and associated marketing and public notices of same in advance of each event. All of CITY'S existing special event or similar permit approval requirements shall be applicable, including all required findings and imposition of conditions thereunder and including the payment of then current application fees to CITY.

(C) CITY shall, subject to reasonable health and safety conditions and all other requirements of law applicable to street closures at the time of each applicable event, issue an annual permit for up to 12 events allowing closure of State Street and Third Street, if public streets, for civic and public events as provided in the preceding paragraph.

(D) CITY shall use commercially reasonable efforts to eliminate all public parking requirements within the 2017 Parking Agreement between City and Brixton.

4. <u>Public Benefits</u>

4.1 Intent. The Parties acknowledge and agree that the Development of the Property will result in substantial public needs which will not be fully met by the Development Plan and

further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the Parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project , including the following:

(A) OWNER has master-planned the Project and shall develop the Project in logical phases to facilitate public improvements.

(B) OWNER shall construct all public and private streets and infrastructure required to achieve the housing and job benefits to be derived from the Project.

(C) OWNER shall implement a marketing and leasing strategy which will initially target the provision of housing to local and regional tenants.

(D) Separate and apart from, and in addition to, the provisions set forth in Subsection 3.14(B), OWNER shall grant to CITY, and record in the office of the San Bernardino County Recorder's Office, a memorandum of license agreement in a form and substance approved by the City Attorney, which agreement shall provide the CITY a non-exclusive license ("License") to enter upon the Project plaza, for purposes of enabling CITY to conduct or oversee public or private events during up to twelve (12) days in any calendar year; provided that CITY shall provide notice to OWNER of any such proposed use at least thirty (30) days prior to commencement of such proposed use, and such proposed use shall be allowed only if it does not conflict with any confirmed prior reservation of the applicable area by OWNER for a specific event. The License shall include commercially reasonable lender protection/estoppel provisions and indemnification of the Owner for its use.

(E) OWNER shall re-establish historical State Street and Third Street through the Project site.

(F) OWNER shall establish public and private paseos as described in the Development Plan to facilitate public use and recreation of such areas.

(G) OWNER shall unbundle parking from residential units such that separate rental fees are charged for parking and living space.

4.2 Development Impact Fees.

(A) CITY has adopted a Development Impact Fee program designed to offset the costs of mitigating environmental and other impacts caused by development upon public facilities and improvements.

(B) During the Term of this Agreement, the only categories of Development Impact Fees (separate and apart from the amount of each Development Impact Fee) that will be applicable to the Project are those Development Impact Fees specified in the "**Schedule of Development Impact Fees**" attached as Exhibit E ("**Schedule of Impact Fees**"). OWNER understands and agrees that CITY is in the process of updating Development Impact Fees. During the Term of this Agreement, no categories of Development Impact Fees other than those specified

in the Schedule of Impact Fees adopted by CITY as of the Effective Date will be applicable to the Project. OWNER further understands and agrees that the amount of each Development Impact Fee may be lowered or increased from time to time, in the discretion of CITY and any and all revised Development Impact Fees shall be applicable to the Project at the time they are due for payment.

(C) Nothing in this Section 4.2 limits the right of any other local, regional, state, or federal agency or district to impose upon the Project otherwise lawful fees, including non-CITY fees imposed by these agencies or districts and collected by CITY for the benefit of those agencies or districts.

(D) Development Impact Fees shall be paid by OWNER to CITY at such times as they are ordinarily due and payable to CITY.

4.3 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement (but termination of this Agreement shall not constitute a forfeiture of Owner's interest in such prepaid fees , rights to a credit against then applicable Development Impact Fees or vested rights previously obtained by Owner). Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit D, any increase or amendment of any Development Impact Fee, or any combination thereof.

4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY'S sole discretion, within 15 days of receipt of written demand from CITY.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY'S determination, in its sole discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER'S Property.

4.6 Credits. OWNER shall be entitled to credit against the fees required pursuant to Section 4.2 for the dedication of land, the construction of improvements, or the payment of fees as specifically set forth in Exhibit F.

5. Financing of Public Improvements

5.1 Financing Districts.

(A) OWNER may propose and if requested by CITY shall cooperate in the formation of a special assessment district, community facilities district, SCIP, EIFD or alternate financing mechanism, public grants (collectively, a "**Financing District**") to pay for the construction or maintenance of those public improvements required by the Development Plan. If a Financing District is formed, OWNER will be reimbursed from the proceeds of any debt

financing issued by the Financing District to the extent that OWNER spends funds for reasonable costs and expenses which are reimbursable under the instruments and law applicable to the debt financing. Tax rates or assessments of the Financing District may not exceed CITY'S then-current policies regarding public financing districts.

(B) This Section 5.1 is not a commitment by CITY to adopt a resolution of formation to form a Financing District or to approve Financing District debt financing. OWNER acknowledges that the adoption and approval of a resolution of formation is a legislative act within CITY'S unencumbered discretion. Likewise, OWNER is not obligated by this Agreement to approve the formation of a Financing District and OWNER reserves all of its legal rights in that regard.

(C) Notwithstanding any other provision in this Section 5.1, OWNER shall have the right, in OWNER's discretion, to pursue public financing mechanisms to fund the improvement of State Street, Third Street and Plaza Street, either as public or private streets, as long as such improvements are consistent with the Land Use Regulations. For this purpose, CITY shall reasonably cooperate with OWNER to obtain such financing consistent with CITY's right to approve a proposed mechanism to the extent such approval constitutes a legislative act.

6. Review for Compliance

6.1 Periodic Review.

(A) As required by California Government Code Section 65865.1, and in accordance with Chapter 18.220 of the Redlands Municipal Code ("**Chapter 18.220**") the Community Development Director, or person occupying a similar position ("**Community Development Director**"), will review this Agreement annually, on or before each anniversary of the Effective Date. The purpose of each review will be to ascertain OWNER'S good faith material compliance with this Agreement during the immediately prior year. OWNER shall submit an annual monitoring report ("**Annual Monitoring Report**"), in a form prepared and approved by the Community Development Director, as set forth in Chapter 18.220. The Annual Monitoring Report must be accompanied by the then-current annual review and administration fee set by the City Council, which may not exceed CITY'S reasonably estimated fees and costs of reviewing OWNER'S compliance with this Agreement.

(B) The City Council may order a special review of OWNER'S compliance with this Agreement at any time.

(C) The annual review and any other special review shall be conducted in accordance with Chapter 18.220, and OWNER will be required to demonstrate its good faith compliance with this Agreement. OWNER shall have the burden of proof concerning the issue.

6.2 Proceedings for Modification or Termination.

If OWNER fails to cure, or to commence to cure, as applicable, the matters constituting the basis for the City Council's preliminary finding of non-compliance under Chapter 18.220 in the manner described in Section 7.3, then CITY may proceed to modify or

terminate this Agreement, but only by the procedures set forth in Chapter 18.220 and in Section 7.3.

6.3 Certificate of Agreement Compliance. If OWNER is found or deemed to be in material compliance with this Agreement, then CITY will issue a "**Certificate of Agreement Compliance**" ("**Certificate**") to OWNER stating that this Agreement remains in effect and OWNER is not in default of this Agreement. The Certificate must be in recordable form, contain information necessary to communicate constructive record notice of the finding of compliance, state whether the Certificate is issued after an annual or special review, and state the anticipated date of the next annual review. OWNER may record the Certificate with the San Bernardino County Recorder. Whether or not the Certificate is relied upon by assignees, other transferees or OWNER, CITY shall not be bound by the Certificate if a default existed at the time of the annual periodic or special review, but was concealed from CITY or its reviewing person or body.

7. DEFAULT AND REMEDIES

7.1 Remedies in General. It is acknowledged by the Parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the Parties hereto may pursue any remedy at law or equity (including but not limited to specific performance and/or injunctive relief) available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages (such damages do not include attorney's fees with respect to the enforcement of the equitable remedies authorized above) to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(A) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(B) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(C) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

7.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF

KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

_____
Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within ninety (90) days after the effective date of such notice or, in the event that such default cannot be cured within such ninety (90) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such ninety (90) day period and to diligently proceed to complete such actions and cure such default.

7.4 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within ninety (90) days after the effective date of such notice or, in the event that such default cannot be cured within such ninety (90) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such ninety (90) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION

8.1 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.1, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action, proceeding or determination, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.2 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any

act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action. OWNER shall have no obligation to indemnify or defend CITY against a claim based upon CITY's intentional misconduct.

8.3 Reservation of Rights. With respect to Section 8.1 and Section 8.2 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.4 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

(A) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

(B) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

_____
Owner's Initials

8.5 Survival. The provisions of Sections 8.1 through 8.4, inclusive, shall survive the termination of this Agreement.

9. Mortgagee Protection

The Parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER'S sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(A) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(B) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER'S obligations under this Agreement.

(C) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(D) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER'S obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY'S performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

10. Miscellaneous Provisions

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Section 65868.5 of the Government Code.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions of Sections 4.1 through 4.6 are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions and, therefore, in the event such provisions are determined by a court of competent jurisdiction to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the procedural and substantive laws of the State of California, without regard to its conflict of laws principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All Section headings and subheadings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Attorneys' Fees. If either Party files any action or brings any proceeding against the other pertaining to the interpretation or enforcement of this Agreement, then the prevailing Party will recover, as an element of its costs of suit and not as damages, its costs of suit, expert fees, consultant costs, collection costs, and reasonable attorneys' fees as fixed by the court or arbitrator (as applicable), including fees and costs incurred on appeal and in any bankruptcy proceedings.

10.8 Estoppel Certificates.

(A) Within ten (10) days following a Party's written request, the other Party will certify in writing that, to its actual knowledge:

(1) This Agreement is in full force and effect and is binding upon the certifying Party, unless the certifying Party disputes this affirmation, in which case the certifying Party will set forth the basis for its position in writing.

(2) This Agreement has not been amended or modified, except as otherwise expressly described in the certificate.

(3) The requesting Party is not in material default of its obligations under this Agreement, and that there have been no events that with the passage of time, the giving of notice, or both, would constitute the requesting Party's default under this Agreement, except as otherwise expressly described in the certificate.

(B) The Party requesting the estoppel certificate will reimburse the certifying party the amount of the certifying Party's costs incurred in the preparation and/or review of the estoppel certificate, not to exceed Five Hundred Dollars ($500.00).

10.9 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

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

10.11 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.12 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of God, pandemic, fires, wars, riots or similar hostilities, recession (defined as two (2) consecutive quarters of decline in quarterly real U.S. Gross Domestic Product), strikes and other labor difficulties beyond the Party's control, (including the Party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the Party's control. The Party claiming an extension or delay due to a force majeure event must (i) give written notice to the other Party within sixty (60) days following the onset of the event giving rise to the force majeure delay, and (ii) give written notice to the other Party within thirty (30) days following the cessation of the event giving rise to the force majeure delay. If any force majeure events occur, the Term of this Agreement and the time for performance by either Party of any of its obligations hereunder will be extended for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances due to a force majeure event for more than five (5) years.

10.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

10.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to the Development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof.

10.15 Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the Parties had executed the same instrument.

10.16 Survival of Certain Rights and Obligations. Upon the expiration or earlier termination of this Agreement, the entirety of CITY'S and OWNER'S rights and obligations arising under this Agreement will automatically end and be of no further force or effect, except the following: (a) rights and obligations which accrued prior to the expiration or termination of this Agreement, and (b) rights and obligations which specifically state that they will survive the expiration or termination of this Agreement.

10.17 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property by the owner of such property.

10.18 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.19 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain. No provision of this Agreement shall be construed to limit the CITY'S obligations and liabilities arising from or related to the exercise of CITY'S power of eminent domain.

10.20 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Community Development Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her

name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto. OWNER for itself, assigns and successors hereby waives the provisions of the Hague Convention (Convention on the Service Abroad of Judicial and Extra Judicial Documents in Civil or Commercial Matters, 20 U.S.T. 361, T.I.A.S. No. 6638).

10.21 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership, or business entity and warrants and represents that he or she/they have the authority to bind OWNER to the performance of its obligations hereunder.

10.22 Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot that has been finally subdivided (or ground lessor of any portion of the Property with a term in excess of 15 years) and sold/leased to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided for herein as it relates to such portion of the Property (and not defaults relating to other lots within the Project).

10.23 Good Faith and Fair Dealing. The Parties hereby expressly incorporate a mutual covenant of good faith and fair dealing with respect to their interpretation hereof and respective performance under this Agreement.

[Signatures on following pages]

SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VPV STATE STREET VILLAGE, LLC

OWNER

VPV STATE STREET VILLAGE , LLC , a Delaware limited partnership

By: VILLAGE PARTNERS VENTURES, LLC,
a Delaware limited partnership, Its Managing Member

By: Village Partners Investments, LLC,
a California limited liability company,
its administrative member

By:_____
Name:_____
Title:_____

Dated: _____

SIGNATURE PAGE TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

CITY

CITY OF REDLANDS, a California municipal corporation

By: _____
Mayor

Dated: _____

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

_____
City Attorney

EXHIBIT A TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Legal Description of the Property

The Project site encompasses approximately 12.25 acres and 11 parcels of land with Citrus Avenue between the main parcel and outparcel. The 11 Assessor's Parcel Numbers (APNs) of the Project site are listed in the table below.

Assessor's Parcel Numbers

0171-053-01	0171-251-06
0171-053-02	0171-251-07
0171-053-03	0171-251-08
0171-053-04	0171-251-09
0171-053-05	0171-251-10
0171-053-06	

EXHIBIT B TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Map showing Property and its location

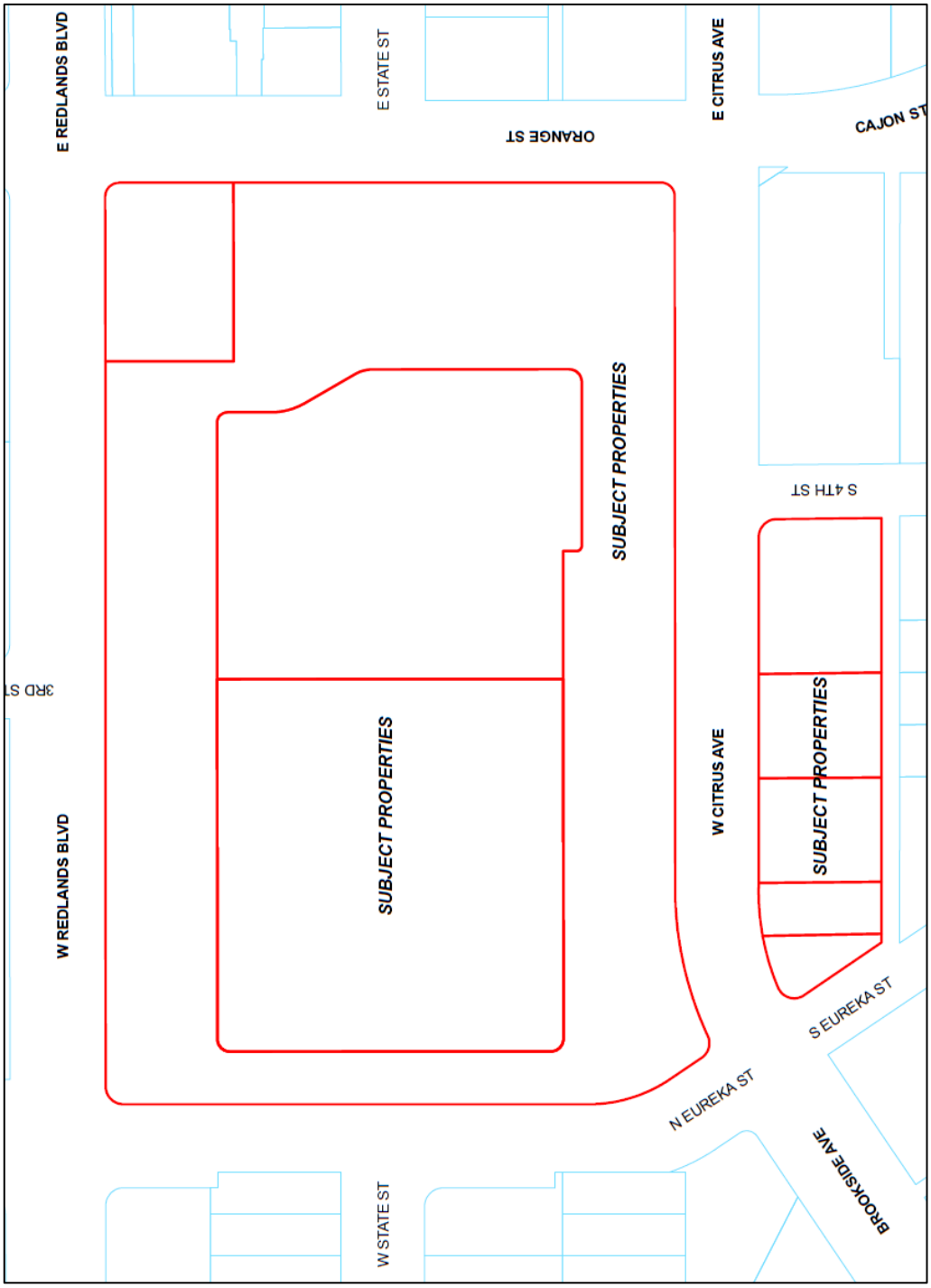

EXHIBIT B

EXHIBIT C TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Existing Development Approvals

1. Redlands City Council Resolution No. 8337 Adopting Initial Study and Sustainable Communities Environmental Assessment Document Prepared for State Street Village Mixed Use Project.

2. Redlands City Council Resolution No. 8338 Approving Redlands General Plan Amendment No. 142.

3. Redlands City Council Resolution No. 8339 Approving Conditional Use Permit No. 1155 and Commission Review and Approval No. 933.

4. Redlands City Council Resolution No. 8340 Approving Conditional Use Permit No. 1156 and Approving Commission Review and Approval No. 934.

5. Redlands City Council Resolution No. 8341 Approving Vesting Tentative Tract Map No. 20425.

6. The Specific Plan (as defined in Subsection 1.1 (W) of this Agreement).

NOTE: The Existing Development Approvals include all plans and documents referenced in the above Existing Development Approvals including, without limitation, in the Specific Plan.

EXHIBIT D TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Existing Land Use Regulations

1. City of Redlands 2035 General Plan, adopted December 5, 2017.

2. City of Redlands Zoning Regulations (Title 18 of the Redlands Municipal Code), as amended.

3. The Specific Plan (as defined in Subsection 1.1 (W) of this Agreement).

EXHIBIT E TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Schedule of Impact Fees

[attached]

EXHIBIT E TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDLANDS AND VPV STATE STREET VILLAGE, LLC.

RESOLUTION NO. 7951

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING DEVELOPMENT IMPACT FEES FOR ACCESSORY DWELLING UNITS WITH RESPECT TO SEWER, WATER, SOLID WASTE, ACQUISITION OF WATER STOCK AND WATER RIGHTS, OPEN SPACE AND PARKS, TRANSPORTATION, AND PUBLIC FACILITIES, RESTATING SUCH DEVELOPMENT IMPACT FEES FOR ALL OTHER TYPES OF DEVELOPMENT, AND RESCINDING RESOLUTION NO. 7907

WHEREAS, Chapters 3.32, 3.44, 3.48, 3.54, 3.56, 3.60, 3.70 and 13.40 of the Redlands Municipal Code establish, respectively, Open Space and Parks, Sewer Capital Improvement, Water Capital Improvement, Transportation Improvements, Storm Drain Facilities, Public Facilities Fees, Solid Waste Improvement, and the Acquisition of Water Stock And Water Rights, to implement the City's General Plan to ensure that public facilities improvements which meet City standards are available concurrent with the need caused for such facilities by new development in the City; and

WHEREAS, it is now the desire of the City Council of the City of Redlands ("this City Council") to establish development impact fees for Accessory Dwelling Units; and

WHEREAS, on August 31, 2018, DTA, formally known as David Taussig and Associates, prepared a study in accordance with Government code section 66000 et seq. for the City recommending the amounts of development impact fees which may be imposed for Accessory Dwelling Units; and

WHEREAS, the development impact fee provisions of the Redlands Municipal Code provide that the specific amounts of fees shall be established by resolution of this City Council; and

WHEREAS, by purposes of efficiency, it is further the desire of this City Council to establish the development impact fees for Accessory Dwelling Units and restate the development impact fees for all other categories of development within this one resolution;

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

Section 1. The Open Space and Parks Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$2,454.85
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$1,841.14
2.	Single Family	$3,959.94
3.	Multi-Family	$3,624.62
4.	Transit Oriented	$2,454.85

Section 2. The Library Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$164.02

	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$123.01
2.	Single Family	$264.58
3.	Multi-Family	$242.18
4.	Transit Oriented	$164.02

Section 3. The Storm Drain Facilities Fee is hereby established in the following amounts:

	Residential	Fee per dwelling unit
1.	Single Family	$700.00
2.	Multi-Family	$343.00
3.	Transit Oriented	$343.00

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$170.00
2.	Commercial	$170.00
3.	Food Service and Entertainment	$170.00
4.	Office	$170.00
5.	Warehousing – Standard	$150.00
6.	Warehousing – High Cube	$150.00
7.	Manufacturing and Assembly	$150.00
8.	Industrial/Other	$150.00
9.	Institutional and Health Care	$150.00

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$170.00

Section 4. The Public Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$425.55
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$319.16
2.	Single Family	$686.45
3.	Multi-Family	$628.33
4.	Transit Oriented	$425.55

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$197.03
2.	Commercial	$83.13
3.	Food Service and Entertainment	$1,068.13
4.	Office	$852.83
5.	Warehousing – Standard	$266.06
6.	Warehousing – High Cube	$44.83

7.	Manufacturing and Assembly	$230.16
8.	Industrial/Other	$217.54
9.	Institutional and Health Care	$ 439.10

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$198.70

Section 5. The Fire Protection Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$357.74
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$268.31
2.	Single Family	$577.08
3.	Multi-Family	$528.21
4.	Transit Oriented	$357.74

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$165.64
2.	Commercial	$69.89
3.	Food Service and Entertainment	$897.94
4.	Office	$716.94
5.	Warehousing – Standard	$223.67
6.	Warehousing – High Cube	$37.69
7.	Manufacturing and Assembly	$193.49
8.	Industrial/Other	$182.88
9.	Institutional and Health Care	$369.14

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$167.04

Section 6. The Police Facilities Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$18.67
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$14.00
2.	Single Family	$30.11
3.	Multi-Family	$27.56
4.	Transit Oriented	$18.66

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$8.64
2.	Commercial	$3.65
3.	Food Service and Entertainment	$46.85
4.	Office	$37.40

5.	Warehousing – Standard	$11.67
6.	Warehousing – High Cube	$1.97
7.	Manufacturing and Assembly	$10.09
8.	Industrial/Other	$9.54
9.	Institutional and Health Care	$19.26

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$8.71

Section 7. The Transportation System Improvements Fee is hereby established in the following amounts:

	Residential Development	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$937.54
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$703.16
2.	Single Family	$1,512.36
3.	Multi-Family	$1,048.32
4.	Transit Oriented	$1,074.63

	Non-Residential	Fee per 1,000 square feet of building area
1.	Retail	$3,438.17
2.	Commercial	$3,331.11
3.	Food Service and Entertainment	$6,977.94
4.	Office	$2,007.94
5.	Warehousing – Standard	$709.44
6.	Warehousing – High Cube	$262.62
7.	Manufacturing and Assembly	$388.46
8.	Industrial/Other	$1,271.14
9.	Institutional and Health Care	$3,009.17

	Non-Residential	Fee per room (single guest room or suite)
1.	Hotel / Motel	$1,049.11

In lieu of using the San Bernardino County Congestion Management Program manual, the transportation system improvements fee for a non-residential project may be determined, at the discretion of the Municipal Utilities and Engineering Director, by use of an approved engineering traffic study to establish a more precise number of trips generated by that specific non-residential project to determine Transportation fees at the fee rate of $334.29 per trip which is the same per trip rate used in the establishment of the specific transportation rates listed above.

Section 8. The Sewer Capital Improvement Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$824.65
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$618.49

2.	Single Family	$3,130.00
3.	Multi-Family	$2,295.00
4.	Building Permit issued prior To November 1, 1961	$366.00
5.	Senior Restricted dwelling unit	$1,774.00

	Non-Residential	Fee per 100 gallons per day estimated flow
1.	Retail/Commercial	$1,482.00

Note, the Sewer Capital Improvement Fee shall not be applicable to any accessory dwelling unit created within the existing space of a single family residence or accessory structure, including but not limited to, a studio, pool house, or other similar structure.

Section 9. The Water Capital Improvement Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$1,146.08
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$859.56
2.	Single Family (more than 1 acre)	$9,431.00
	Single Family (more than 21,000 sq. ft.)	$6,896.00
	Single Family (11,000 - 21,000 sq. ft.)	$5,623.00
	Single Family (less than 11,000 sq. ft.)	$4,350.00
3.	Multi-Family	$2,181.00
4.	Senior Restricted dwelling unit	$1,096.00

	Non-Residential	Fee per 100 cubic ft. per month estimated demand
1.	Retail/Commercial	$188.00

Note, the Water Capital Improvement Fee shall not be applicable to any accessory dwelling unit created within the existing space of a single family residence or accessory structure, including but not limited to, a studio, pool house, or other similar structure.

Section 10. The Solid Waste Capital Improvement Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$325.00
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$325.00
2.	Single Family	$650.00
3.	Multi-Family	$325.00

	Non-Residential	Fee PPD estimated waste stream
1.	Retail/Commercial	$52.00

Section 11. The Acquisition of Water Stocks and Water Rights Fee is hereby established in the following amounts

	Residential	Fee per dwelling unit
1.	Accessory Dwelling Unit (more than 700 sq. ft.)	$206.29
	Accessory Dwelling Unit (less than or equal to 700 sq. ft.)	$154.72
2.	Single Family (more than 1 acre)	$1,701.00
	Single Family (more than 21,000 sq. ft.)	$1,242.00
	Single Family (11,000 - 21,000 sq. ft.)	$1,023.00
	Single Family (less than 11,000 sq. ft.)	$783.00
3.	Multi-Family	$397.00
4.	Senior Restricted dwelling unit	$167.00

	Non-Residential	Fee per 100 cubic ft. per month estimated demand
1.	Retail/Commercial	$33.00

Note, the Water Stocks and Water Rights Fee shall not be applicable to any accessory dwelling unit created within the existing space of a single family residence or accessory structure, including but not limited to, a studio, pool house, or other similar structure.

Section 12. Notwithstanding any other section of this resolution, the development impact fees for Accessory Dwelling Units established herein shall take effect thirty (30) days after the effective date of City of Redlands Ordinance No. 2880.

Section 13. This resolution shall take effect on April 2, 2019.

EXHIBIT E TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDLANDS AND VPV STATE STREET VILLAGE, LLC.

ADOPTED, SIGNED AND APPROVED this 2nd day of April, 2019.

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 2nd day of April, 2019, by the following vote:

AYES:	Councilmembers Barich, Tejeda, Momberger, Davis; Mayor Foster
NOES:	None
ABSTAIN:	None
ABSENT:	None

Jeanne Donaldson, City Clerk

EXHIBIT F TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF REDLANDS AND VILLAGE PARTNERS VENTURES, LLC

Fee Credits

OWNER shall be entitled to a credit against Development Impact Fees in the amount equal to the fees otherwise determined on a per square foot basis with respect to the square footage of retail/commercial buildings to be demolished by OWNER within the existing Redlands Mall as described in the Development Plan. For example, if OWNER demolishes 1000 square feet of retail space within the Redlands Mall, OWNER is entitled to a fee credit in the amount of Development Impact Fees which would be imposed by the City on the construction of 1000 square feet of new retail space. The credits may be used for Development Impact Fees for uses other than retail space.

City Council Meeting AGENDA ITEM NO. K.2.

DATE: 07/19/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Ordinance No. 2933 (Development Agreement No. 25) – A request for City Council approval of Development Agreement No. 25 for the "State Street Village" mixed use development project located at 101 Redlands Mall

(Mayor to declare meeting open as a public hearing)

A. PUBLIC HEARING to consider Ordinance No. 2933 (Development Agreement No. 25) – A request for City Council approval of Development Agreement No. 25 for the "State Street Village" mixed use development project located at 101 Redlands Mall (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) and the southeast corner of West Citrus Avenue and Eureka Street (APNs: 0171-251-06-0000, 0171-251-07-0000, 0171-251-08-0000, 0171-251-09-0000, 0171-251-10-0000) in the C-3, General Commercial zoning district. The proposal previously underwent environmental review in accordance with the California Environmental Quality Act and the City Council adopted the environmental document on May 10, 2022 (Development Services Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor declares the meeting open as a public hearing.
2. Mayor calls upon Department Director for report.
3. Mayor calls for questions/comments from members of the City Council.
4. Mayor calls for comments/questions/testimony from members of the public (3 minutes per speaker).
5. Mayor calls upon City Clerk to note any written comments received.
6. Mayor closes the public hearing.
7. City Council considers the motion and votes.

MOTION(S):

If the City Council deems it appropriate, staff recommends the following motion.

Mayor requests the City Clerk to read the title of Ordinance No. 2933;

I move to waive further reading of Ordinance No. 2933 and to introduce Ordinance No. 2933 for the approval of Development Agreement No. 25 for the State Street Village mixed use project.

RECOMMENDATION:

On June 14, 2022, the Planning Commission held a public hearing and reviewed the proposal. The Commission discussed the purpose of the proposed term of the Development Agreement (15 years), when construction was expected to begin, phasing of the project, and the status of the one remaining tenant (CVS Pharmacy). The Commission voted 7 to 0 recommending that the City Council approve Development Agreement No. 25 for the State Street Village mixed use development project.

DISCUSSION:

A) Background

On May 10, 2022, the City Council unanimously approved various entitlements for the “State Street Village” mixed use development project for redevelopment of the Redlands Mall site (see Attachment B – Site Plan, and Attachment C – Approval Resolutions). The mixed use project will include residential and commercial uses within five new multi-tenant buildings, to include the following:

- Construct five mixed-use buildings up to four (4) stories high;
- Construct 700 multifamily dwelling units (apartments and condominiums);
- Construct up to 71,778 square-feet of commercial floor area on ground floors to include retail and restaurant uses, as well as a rooftop restaurant;
- Construct up to 12,328 square-feet of office space on upper floors;
- Construct an approximately 6,000 square-foot recreational amenity building including pool, and other private courtyards for residents;
- Pedestrian central plaza totaling approximately 22,742 square-feet;
- Construct a five-level above-ground parking structure within Building 2, and two subterranean parking garages under Buildings 1, 3, 4-A, and 4-B;
- Construct public and private open space areas to include landscaping, shade trees, street trees, and pedestrian improvements; and
- Construct related site improvements to include sidewalks, driveways, landscape, lighting and street lights, storm drains, flood prevention features, and public and private utility connections.

In addition, one new single-tenant retail building totaling 14,500 square-feet (with one drive-through window for a pharmacy) and a new surface parking lot with 61 spaces would be constructed on the south side of West Citrus Avenue between Eureka and Fourth Streets.

On May 10, 2022, the City Council also adopted an Initial Study and Sustainable Communities Environmental Assessment document for the project, in accordance with all applicable

requirements of the California Environmental Quality Act.

B) California Government Code

In the enabling legislation for Development Agreements, found in California Government Code section 65864 et.seq., the Legislature found and declared that: (a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public; and (b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

C) Redlands Municipal Code

The proposed Development Agreement is a legislative act and must be enacted by ordinance after a public hearing before the City Council. Before the City Council may approve a development agreement, it must find that its provisions are consistent with the General Plan.

Development agreements may specify development standards that are unique or more restrictive than the city's normal development standards, or otherwise vary from the city's normal development standards and improvement requirements that would be applicable to development projects. RMC section 18.220.240 states the effect of a development agreement on an approved project:

"When approved, a development agreement and any development control maps and all notations, references and regulations which are a part of the development agreement shall be considered part of this code. Development control maps include, but are not limited to, regulations intended to carry out any plan respecting location or type of activities; height, bulk, siding or design of structures; location or design of open areas; and landscaping and other comparable regulations. In the case of any conflict with any other provisions of this code, such development agreement provisions shall take precedence. Unless otherwise provided by the development agreement, the city's rules, regulations and official policies governing permitted uses of the land, density and design, improvement and construction standards and specifications applicable to development of the property subject to a development agreement shall be those city rules, regulations and official policies in force at the time of the approval of the development agreement by the city council."

To approve a Development Agreement, six findings must be made as required by RMC Chapter 18.220 (Development Agreements) in Section 18.220.100. The proposed findings for approval are included in the attached Resolution.

D) Proposed Development Agreement

As currently proposed, the key provisions of the Development Agreement include the following terms and conditions.

- Requires Developer to begin construction within five (5) years of the approval date.
- Total term of fifteen (15) years, which secures the approval and right to build the approved project for longer than the typical two years (plus an additional three years with extensions) for development project entitlements. The term of 15 years aligns with the long-term lease currently held by CVS Pharmacy (the sole remaining tenant within the Mall site).
- Re-establishing State Street and Third Street through the project site resembling the historic grid street pattern that existed prior to Mall construction.
- Provides limited public easements over the public plaza area and pedestrian paseos, for purposes of travel through and use in such areas.
- City will issue permits for up to 24 events each year to be held within the public plaza area of the project.
- Allows City to utilize the public plaza area for up to 12 days in any calendar year for any public or private events, if not in conflict with any other previously-scheduled private events by the property owner.
- The current categories of Development Impact Fees (DIF) presently in effect will be applicable to the proposed project, and no new categories would be applicable (should any new categories of Development Impact Fees be created in the future).
- Allows for the fee amounts of Development Impact Fees (DIF) to increase over time, as is the current practice (i.e., City Council updates the fees from time to time).
- Allow for Development Impact Fees (DIF) credits based on the amount of existing structure floor area to be demolished.
- Requires unbundling of parking from residential units (i.e., separate rental fees for parking and living space) to encourage reduction of motor vehicle trips.
- Locks the land use and zoning regulations currently in effect to be applicable to the proposed project, and assures that future adoption of the Transit Villages Specific Plan will be applicable to the project site (e.g., types of permitted uses).

E) General Plan

The project site is within the ‘Commercial’ land use category of the General Plan. A primary strategy of the 2035 General Plan is to encourage more transit-oriented development in close proximity to the three train stations in the core areas of Redlands, rather than continuing the pattern of subdivisions and sprawling development around the periphery of the city. This strategy is referred to as the “Transit Village Concept” in Chapter 4, Livable Community. The Transit Village Concept emphasizes mixing of land uses (such as residential with retail, restaurant, office, and similar commercial uses) and higher density/intensity of uses around the train stations for the intended purposes of supporting transit use, enhancing walkability and pedestrian orientation around the station areas, and discouraging use of automobiles within the pedestrian-friendly station areas and downtown.

The concept for the State Street Village project, that of a mixed use project with pedestrian-friendly design, is consistent with many Policies and Actions contained in the 2035 General Plan which envisions compact and infill development around the three train stations in Redlands. See Attachment D for a list of applicable General Plan policies. Several key policies are listed below, all of which will be implemented by the proposed Development Agreement.

2-P.25: Encourage a variety of uses and activities, such as a mix of commercial, office, restaurant, specialty retail, and residential uses, and civic, cultural, and entertainment activities

to attract visitors and residents from across the community by creating a lively, interesting social environment.

2-A.96: Promote redevelopment of the Redlands Mall with a vibrant mix of uses. Explore feasibility of re-extending the traditional street grid through the new development.

2-A.97: Seek an increased presence of both residents and activity in Downtown with new development – particularly residential as part of mixed-use development – as well as commercial, entertainment, and cultural uses that serve both residents and visitors.

2-A.98: Promote a variety of housing types to attract a spectrum of households to live Downtown.

3-A.10: Encourage mixed-use projects within the Transit Villages that will attract a wide array of uses including retail, restaurant, entertainment, office, residential, and cultural offerings.

3-A.36: Support revitalization of underutilized commercial space throughout Downtown, including the Redlands Mall, which could create new opportunities for businesses and residents, and provide a critical link to rail.

3-A.39: Encourage and support the development of additional housing Downtown to increase the vitality and diversity of Downtown retail and services.

4-P.9: Locate medium- and high-density development near regional access routes, transit stations, employment centers, shopping areas, and public services.

4-P.13: Encourage mixed-use development (two or more uses within the same building or in close proximity on the same site) in Downtown, the Transit Villages, and along Redlands Boulevard to promote vibrancy.

4-A.12: Support new residential development in Downtown, the Transit Villages, and other focused infill sites accessible to transit and in central parts of the community.

4-A.87: Promote clusters of mixed-use development along Redlands Boulevard near the Mixed Use Cores of the proposed Transit Villages, providing opportunities for commercial, office, and residential development consistent with the needs and characteristics specific to each Transit Village.

4-P.42: Provide for new jobs, housing, and entertainment opportunities in compact, walkable environments.

7-A.73: Improve the sense of safety within Downtown, including the Redlands Mall area.

F) Zoning

The project site is within the General Commercial (C-3) zoning district. The State Street Village project will be consistent with the applicable land uses and development standards for the C-3 zone, as explained in the prior staff report prepared for the project. Please refer to the Planning

Commission staff report of April 12, 2022 (click here) for detailed discussion and analysis describing how the mixed use development project complies with the zoning standards.

G) Environmental Review

The proposed Development Agreement was previously reviewed in accordance with the requirements of the California Environmental Quality Act (CEQA). An Initial Study was previously prepared and circulated in conjunction with the State Street Village development project as required by CEQA, and the City Council previously adopted and certified a Sustainable Communities Environmental Assessment for the project on May 10, 2022 (which included Development Agreement No. 25 in the project description). Therefore, no further environmental review is required for the Development Agreement.

ALTERNATIVES:

The City Council can continue the proposal and direct staff to address any further issues.

STRATEGIC PLAN:

The proposal is consistent with Priority A, Quality of Life, and goal for Economic Vitality, “Encourage redevelopment efforts in the transit corridor (i.e., University Village and mall site).”

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:
Brian Foote, City Planner/Planning Manager

Fiscal Impact

Fiscal Year:	21-22
Appropriation Required Y/N:	No

Discussion:
There is no fiscal impact associated with the review of Development Agreement No. 25. The applicant paid the applicable filing fee for the Legislative Project Application Form.

Attachments
Attachment A: Location Map & Aerial Photo
Attachment B: Approved Site Plan

Attachment C-1: City Council Resolution No. 8339
Attachment C-2: City Council Resolution No. 8340
Attachment D: Table of General Plan Policies
Attachment E: Public Comments
Attachment F: Ordinance No. 2933
Attachment G-1: Development Agreement
Attachment G-2: Development Impact Fee Schedule

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8376 relating to Pre-Annexation Agreement No.22-01 for the provision of water service to a vacant lot for irrigation purposes located at 2371 Naples Avenue (APN: 0298-301-33-0000) and determine that approval of this Resolution is exempt from environmental review pursuant to Sections 15319 and 15303(d) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

MOTION(S):

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

I move to approve Resolution No. 8376.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8376 to approve Pre-Annexation No. 22-01 for the provision of water service to a 7,920 square-foot parcel located at 2371 Naples Avenue in the unincorporated community of Mentone, and determine that approval of Resolution No. 8376 is exempt from environmental review pursuant to Sections 15319 and 15303of the California Environmental Quality Act Guidelines.

DISCUSSION:

A) Background

The project is located at 2371 Naples Avenue in the unincorporated community of Mentone on a vacant 7,920 square-foot lot (Attachments A and B). The site is located in the County of San Bernardino and the County would be the approval

authority for any future construction on this parcel, due to the site's location outside of the City limits. The County does not provide domestic water services to the site, and the City of Redlands has the ability to provide water services to unincorporated areas surrounding the City. On June 7, 2022 the City Council authorized staff to proceed with preparation of a Pre-Annexation Agreement for the subject property (Attachment C). The applicant is proposing to connect to City water services to enable irrigation of proposed landscaping on this parcel. This request for a Pre-Annexation Agreement is necessary for the property owner to obtain City water service.

B) General Plan Consistency

The subject property has a lot area of approximately 7,920 square feet, and a General Plan land use designation of Low Density Residential, which allows up to six units per acre. The applicant is not proposing any construction at this time. The current request for a water meter is to establish landscaping on the property. Although the applicant has expressed a possible interest in developing a single-family residence on the property in the future, there are no plans available at this time. In the event that the applicant was to develop the property with a home in the future, the project would remain consistent with the General Plan's land use designation as Low Density Residential. In the event that the property is annexed into the City, the property would most appropriately be zoned Single-Family Residential (R-1) under the City's zoning code. The proposed landscaping and possible development of the site with a single-family residential use is permitted in the R-1 District.

C) Environmental Review

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

ALTERNATIVES:

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

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year:	2021-2022
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	0
Budgeted Y/N:	N
Account No.:	N/A

Discussion:

Developer paid $2,495.00 in application fees for the Pre-Annexation Agreement. The developer will pay all applicable Development Impact Fees (DIF) in conjunction with the Pre-Annexation Agreement.

Attachments

Attachment A: Location Map
Attachment B: Aerial Photograph
Attachment C: OSC No. 20-1
Attachment D: Resolution No. 8376

Regular Redlands meeting of 09-06-22

Location Map

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

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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

July 20, 2022

OneStop.mxd

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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A CITY THAT WORKS"

July 20, 2022

OneStop.mxd

"A City That Works"

City Council/Successor Agency Meeting **AGENDA ITEM NO. I. 13.**

DATE: 06/07/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8334 for a new connection to the City of Redlands water distribution system at 2371 Naples Avenue, Outside City Case No. 22-01, and determine that the Resolution is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of the State's guidelines implementing the California Environment Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve Resolution No. 8334.

RECOMMENDATION:

Staff recommends City Council approval of Resolution No. 8334.

DISCUSSION:

Staff recently received a water connection application for the property located at 2371 Naples Avenue (APN 0298-301-33-0000), which is a vacant parcel located approximately 1.8 miles east and 0.15 miles south of the Redlands city limits in the Mentone area. The Redlands Municipal Code (RMC) requires the Municipal Utilities and Engineering Department (MUED) Director and Development Services Department (DSD) Director to present completed applications for utility connections outside the city limits to City Council to determine if approval is in the best interests of the citizens of Redlands, and to provide direction to staff regarding the preparation of pre-annexation agreements.

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

1. Application for availability for an OSC water connection;
2. Application for environmental review and a pre-annexation agreement;

OSC 22-01 is a small project including one (1) lot proposed for future construction of a single-family residential development (see Attachment A-1). The applicant proposes to only use water for irrigation purposes until a single family residence is constructed at an undetermined time in the future. Currently, twenty-five (25) residential unit water and sewer connections are available for small projects. In accordance with State law, utility services may be extended beyond the City limits at the discretion of the City. The RMC establishes the following criteria for the City Council to consider when making such determinations:

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

Approval of OSC 22-01 allows the applicant to physically connect to the water system.

Consistency with the General Plan:

The subject property is located in the Low Density land use designation of the General Plan, which supports residential uses such as single-family homes. The property is approximately 0.17 acres and currently undeveloped. The eventual use of this parcel is consistent with the City of Redlands General Plan.

Environmental Review:

The approval Resolution No. 8334 is exempt from the California Environmental Quality Act (CEQA) review in accordance with Section 15303(a) (Conversions of Small Structures) and Section 15319(b) (Annexations of Existing Facilities and Lots for Exempt Facilities) of the CEQA Guidelines. Section 15303(a) exempts conversions of small structures, including a single-family residence. Additionally, Section 15319(b) exempts the annexation of lots for exempt facilities such as those included in Section 15303.

ALTERNATIVES:

City Council may deny the staff recommendation if Council determines OSC 22-01 is inconsistent with the General Plan, or if the project does not serve the best interests of the City.

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
Brian Desatnik, Development Services Director

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Discussion:

The applicant will be required to pay the Water Capital Improvement Charge, Water Source charge and associated encroachment permit fees.

Attachments

Resolution No. 8334

Attachment A1

OSC 22-01
PROJECT DETAILS

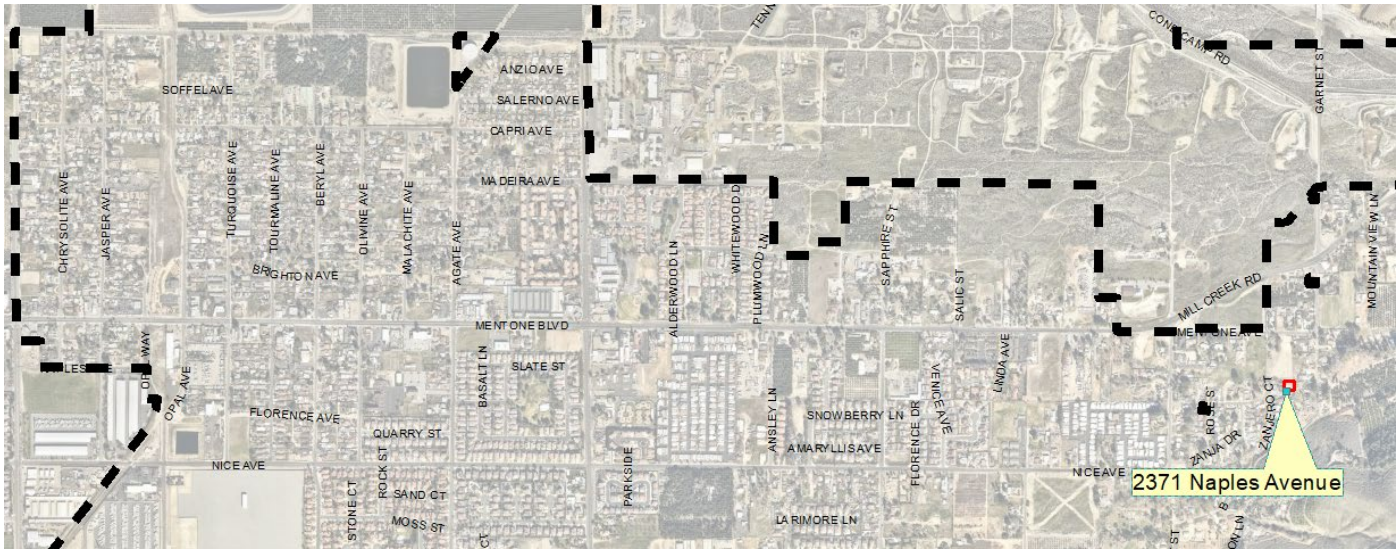
Attachment A-1
Project Summary

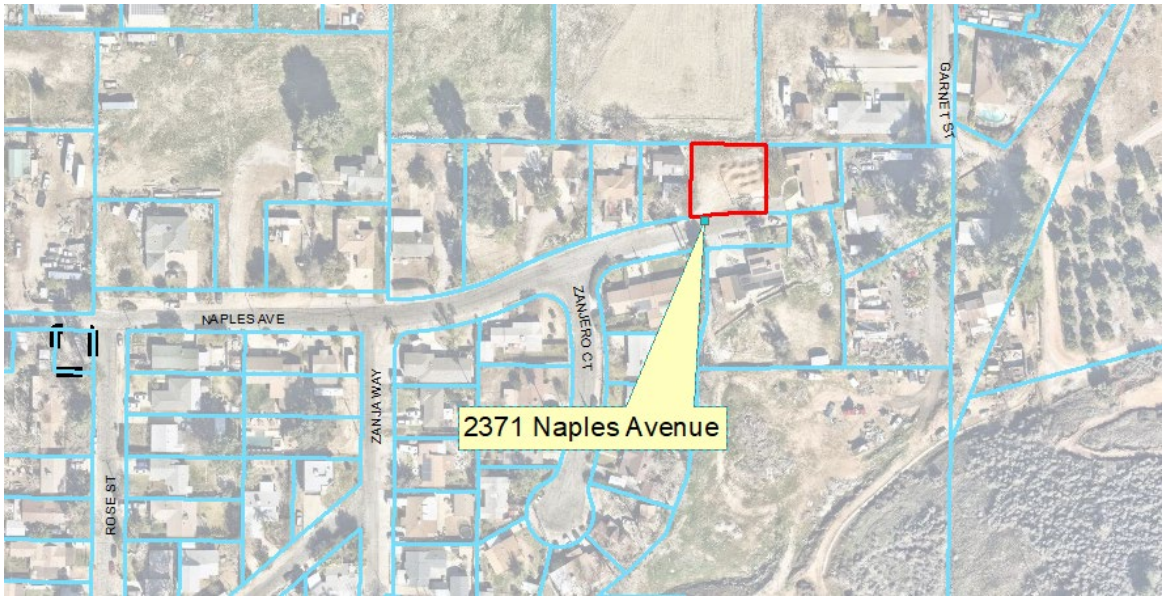
OSC 22-01
PROJECT DETAILS

SUMMARY TABLE, SUMMARY, AND LOCATION MAP
RESIDENTIAL PROJECT APPLICATIONS
CALENDAR YEAR 2022

OSC CASE #	DEVELOPER	LOCATION	UNITS
22-01	John Lawson	2371 Naples	1

OSC 22-01 is located at 2371 Naples Avenue (APN 0298-301-33-0000). The project is located approximately ~1.8 miles east of the city limits. Staff review indicates the project is consistent with the City's General Plan.





OSC 22-01
PROJECT DETAILS

DISCUSSION OF SUBSECTION H. CRITERIA – RMC 13.060.050 H

(H.1.) Relationship of the property and its proposed use to the city's General Plan and zoning ordinances.

The City of Redlands General Plan Land Use Map shows the subject property designated as 'Low Density Residential' (defined as 2.7 – 6.0 dwelling units per gross acre). The subject property was formed under the jurisdiction of San Bernardino County and currently exists as a legal lot of record. The subject property is currently vacant and will be developed with a single-family residence in the future. The property has a lot size approximately 7,511 square feet in size and is physically suitable for the proposed use.

In the event that this property and surrounding properties were to be annexed in the future, the subject property would likely be zoned Single Family Residential (R-1) which is consistent with the City's General Plan designation of Low Density Residential. At that time, all future development or subdivision within the area would then be required to be consistent with the R-1 zoning and Low Density General Plan designation.

(H.2.) Relationship of the property and its proposed use to the City's Water Master Plans, and the City's Water Capital Improvement Programs:

The 1998 Water Master Plan included the area of the property in their service area study, and the incremental demand was included in sizing the existing sewer mains that serve the area. There is a current water CIP (Capital Improvement Program) project to increase the size of the existing water main in Naples Avenue from a 4" main constructed in 1950 to an 8" main.

(H.3.) Proximity of the property to the city's boundaries and existing utility infrastructure:

The project is within the city's Sphere of Influence as defined by LAFCO. The project is located approximately 1.80 miles east and 0.15 miles south of the Redlands city limits.

The project is subject to meeting utilities development requirements. The development requirements for water infrastructure are contained within this staff report.

(H.4.) The Proposed Potential for New Revenue Sources for the city to Pay for City Services Provided to the Project as a Result of Annexation and Development of the Property:

Staff has examined two factors of potential revenue to the city given the provision that the project is annexed into the city and the site is developed.

POTENTIAL REVENUE FROM DEVELOPMENT

If the property were annexed into the city with the proposed development of the site, the following is an estimate of revenues per unit that are in excess of utility impact fee revenue:

- Water Capital Improvement and Water Source, both of which are assessed on a per unit basis at the time of setting the water service meter, will be paid at the current development impact fee schedule.

(H.5.) The Proposed Standards for Development of the Property:

The subject property is currently vacant and will ultimately be developed with a single-family residential dwelling. The current proposal is for only irrigation purposes. The proposed residential development is consistent with the General Plan Land Use Map and the suggested R-1 (Single Family Residential) zoning district.

Should this property be annexed in the future, it is likely that the property would be zoned Single Family Residential Estate (R-1) for consistency with the City's General Plan. The standards for the R-1 District are outlined in the table below. The proposed residential development appears to be consistent with the City development standards.

City of Redlands, Single Family Residential (R-1) District Standards.

	Development Standard	**Proposal**	**Complies?**
Minimum Lot Area	7,200 square feet Minimum	7,511 square feet	Yes
Minimum Lot Width	60 feet minimum;	85 feet	Yes
Minimum Lot Depth	100 feet minimum	~ 75 feet	No
Maximum Lot Coverage	30 percent	TBD	Yes
Front Yard	25 feet minimum;	TBD	Yes
Side Yard	5 feet minimum on one site and 10 feet on the other side.	TBD	Yes
Rear Yard	25 feet minimum	TBD	Yes
Density	One Dwelling Unit per Lot	One Dwelling Unit per Lot	Yes

The proposed development of the project site is currently for irrigation of the lot in preparation of a future development as a single family residence.
The lot size does not meet the minimum lot depth for the zoning classification and would be considered as nonconforming.

OSC 22-01
PROJECT DETAILS

DRAFT DEVELOPMENT REQUIREMENTS

The following items are required prior to approval of APPLICATION FOR WATER SERVICE CONNECTION.

1. Pay the Water Capital Improvement Charge and Water Source Acquisition Charge.

RESOLUTION NO. 8334

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING THAT OUTSIDE CITY CASE (OSC) 22-01 IS CONSISTENT WITH THE REDLANDS GENERAL PLAN, AND THAT THE PUBLIC HEALTH, SAFETY, WELFARE AND BEST INTERESTS OF THE CITIZENS OF REDLANDS ARE SERVED BY THE CONTINUED PROCESSING OF OSC 22-01

WHEREAS, John Lawson has filed an application for an Outside City Case ("OSC") No. 22-01 with the City of Redlands for a water connection for irrigation purposes on a vacant parcel located at 2371 Naples Avenue and identified as county of San Bernarino Assessor Parcel Number 0298-301-33-0000 in the unincorporated community of Mentone; and

WHEREAS, John Lawson has concurrently applied for a pre-annexation agreement with the City's Development Services Department;

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

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

Section 2. The City Council hereby determines that OSC 22-01 is consistent with the City of Redlands General Plan and the public health, safety, welfare and best interests of the citizens of Redlands are served by the City's continued processing of the application; and

Section 3. The City Council hereby directs staff to prepare a pre-annexation agreement for 2371 Naples Avenue and identified as county of San Bernarino Assessor Parcel Number 0298-301-33-0000.

ADOPTED, SIGNED AND APPROVED this 7th 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 7th day of June, 2022

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

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8376

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 22-01, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE FOR A VACANT LOT LOCATED AT 2371 NAPLES AVENUE WITHIN THE UNINCORPORATED COMMUNITY OF MENTONE.

WHEREAS, John Lawson has filed an application for Outside City Case No. 22-01 and Pre-Annexation No. 22-01 with the City for outside City utility connections for a vacant 7,920 square foot parcel located at 2371 Naples Avenue (APN: 0298-301-33-0000) in the unincorporated community of Mentone within San Bernardino County; and

WHEREAS, on June 7, 2022, the City Council found that Outside City Case No. 22-01 was consistent with the City's General Plan and determined the public health, safety, welfare of the residents of Redlands would be served by the City's continued processing of the Outside City Case application; and

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

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

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

Section 2. The City Council hereby approves Pre-Annexation No. 22-01, attached hereto as Exhibit "A," for the provision of water service to enable irrigation of landscaping and possible future development of a vacant lot in the unincorporated community of Mentone.

ADOPTED, SIGNED AND APPROVED this 6th day of September, 2022.

_____
Paul T Barich, 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 6th day of September 2022, by the following vote:

AYES:
NOES:
ABSENT:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

PRE-ANNEXATION AGREEMENT NO. 22-01

[ATTACHED]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

EXEMPT FROM FEES PER GOVERNMENT CODE SECTION 27388.1

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 6th day of September, 2022 by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and Gayle M. Lawson, ("Property Owner"). City and Property Owner are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, to provide for orderly planning, City (1) has the authority pursuant to Government Code sections 65300 and 65301 to include within its General Plan property outside its boundaries which is in City's sphere of influence or, which in City's judgment, bears a relation to its strategic planning, and (2) also has the authority pursuant to Government Code section 65859 to pre-zone property within its sphere of influence for the purpose of determining the zoning designation that will apply to such property in the event of a subsequent annexation of the property to City; and

WHEREAS, California case law, including but not limited to, *Dateline Builders, Inc. v. City of Santa Rosa* (1983) 146 Cal. App. 3d, 520 and *County of Del Norte v. City of Crescent City* (1999) which state in relevant part that it is not against the law or public policy for a city or county to use utilities as a tool to manage growth, provides that a city has no obligation, and may use its sole discretion, to extend utility services outside its corporate boundaries; and

WHEREAS, Property Owner owns a vacant parcel of land generally located at 2371 Naples Avenue and identified as county of San Bernardino Assessor's Parcel Number 0298-301-33-0000 ("Property") in the unincorporated area of the county of San Bernardino within the City's sphere of influence, as described in Exhibit "A" titled "Grant Deed", has made a request and application to City to receive water service for property located in the unincorporated area of the county of San Bernardino, and has provided evidence satisfactory to City that Property Owner is the fee owner of the Property; and

WHEREAS, Government Code section 56133 authorizes the City to provide new or extended utility services by contract outside its jurisdictional boundaries if it first receives written approval from the Local Agency Formation Commission for San Bernardino County ("LAFCO"), and provides that LAFCO may authorize City to provide such services within City's sphere of influence in anticipation of a later change of organization; and

WHEREAS, City's General Plan and Chapter 13.60 of the Redlands Municipal Code establish policies and procedures for the approval of City utility services to properties located within the City's sphere of influence and require, among other things, the owner of the property to be served to enter into an agreement, and record the same in the official records of the county of San Bernardino, requiring the property owner to annex the property to City upon certain conditions; and

WHEREAS, City has prepared a General Plan for the unincorporated area in which the Property is located to provide for the orderly planning of such area, and has determined that the proposed development of the Property is consistent with the goals and policies of City's General Plan; and

WHEREAS, it is the policy and goal of City to discourage and not facilitate development in City's sphere of influence which is unwilling and/or fails to comply with City's General Plan and City's development standards by refusing to extend utility services in such instances; and

WHEREAS, pursuant to the requirements of Chapter 13.60 of the Redlands Municipal Code and in consideration for City's agreement to extend utility services outside its jurisdictional boundaries to the Property, Property Owner has entered into this Agreement to provide assurances to City that connection to City's domestic water system will occur in accordance with the Redlands General Plan and the development standards of the Redlands Municipal Code, and that the Property shall be annexed to City in accordance with this Agreement's terms, provisions and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and Property Owner agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.

2. Provision of Utility Services. City agrees to provide domestic water service to the Property consistent with the terms and conditions of this Agreement, provided that the connection complies with all rules and regulations of City governing the extension and provision of utility services to properties located outside City's boundaries at the time a request by Property Owner for application for a water connection is approved by City's Municipal Utilities and Engineering Department. Nothing herein represents a commitment by City to provide such service unless and until Property Owner complies with all such rules and regulations. As a condition of approval of an application for water connection, and prior to receiving any service, Property Owner agrees to pay the full cost of such service as established by City for the extension of utility services to the Property.

3. Agreement to Develop by City Standards. In consideration of City's agreement to provide City water service to the Property, Property Owner shall develop the Property in accordance with the Redlands General Plan and any applicable development standards of the Redlands Municipal Code.

4. Agreement to Annex. In consideration of City's agreement to provide City water service to the Property, Property Owner hereby irrevocably consents to annexation of the Property to City and agrees it shall take any and all reasonable and necessary actions, and fully and in good faith cooperate with City, to cause the annexation of the Property to City. Property Owner and City agree that in the event City initiates an annexation of the Property, City shall be responsible for the costs of such annexation. In all other instances where the annexation of the Property is proposed to City, Property Owner shall be responsible for such costs.

5. Payment of Fees. As a condition of receiving domestic water service from City, Property Owner shall pay to City all then-established applicable development impact fees, water acquisition fees, and user fees specifically for such domestic water service.

6. Taxes and Assessments. Property Owner hereby consents to the imposition of, and agrees that Property Owner shall pay, all taxes and assessments imposed and/or levied by City which may be applicable to the Property at the time the Property is annexed to City.

7. Recordation. By entering into this Agreement, Property Owner and City acknowledge and agree that, among other things, it is the express intention of the Parties that any and all successors in interest, assigns, heirs and executors of Property Owner shall have actual and constructive notice of Property Owner's obligations under, and the benefits and burdens of, this Agreement. Therefore, this Agreement and any amendments hereof, shall be recorded in the official records of the county of San Bernardino. Property Owner further agrees that City shall, at the sole cost of Property Owner, have the right to cause the recordation of this Agreement.

8. Breach/Failure to Annex In the event Property Owner fails to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene or otherwise breach any of its obligations or representations under this Agreement, City shall have the right to, without any liability whatsoever, cease the provision of City utility services to the Property. This right shall be in addition to any other legal or equitable relief available to City.

9. Not a Partnership. The Parties specifically acknowledge that Property Owner's development of the Property is a private project, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint-venture or other association of any kind is formed by this Agreement. The only relationship between City and Property Owner is that of a governmental entity regulating the development of private property and the owner of such property.

10. Indemnity and Cost of Litigation.

A. Property Owner agrees to and shall hold City, and its elected and appointed officials, officers, agents, and employees free and harmless from any and all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may

arise from the operations, errors, or omissions of Property Owner or those of its contractors, subcontractors, agents, employees or any other persons acting on Property Owner's behalf which relate to development of the Property. Property Owner agrees to and shall defend, indemnify and hold harmless City, its elected officials, officers, agents, employees and representatives from all actions for damages caused or alleged to have been caused by reason of Property Owner's acts, errors or omissions in connection with the development of the Property. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Property Owner's or its representatives' acts, errors or omissions regardless of whether or not City supplied, prepared or approved plans or specifications relating to the development of the Property and regardless of whether or not any insurance policies of Property Owner relating to such development are applicable.

B. Property Owner shall defend, at its expense, including attorneys' fees, indemnify and hold harmless City, and its elected and appointed officials, officers, agents and employees from any claim, action or proceeding against any of them to attack, set aside, void or annual the approval of this Agreement or the approval of any permit or entitlement granted in furtherance of this Agreement. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding.

11. Liquidated Damages. In the event that the property is not annexed to City in accordance with the terms of the Agreement, the then existing owner of the Property shall pay each year to City, as liquidated damages, a sum equal to the property taxes and any sales taxes the City would have received had the Property been annexed. Failure to make such liquidated damages payments shall be good cause for City to cease service to the Property.

12. Section Headings. All section headings and sub-headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California.

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

15. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the assigns and successors in interest of the Parties.

16. Authority to Execute. The person or persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of the legal, fee title owner of the Property.

17. Waiver and Release. Property Owner hereby waives and releases any and all claims it may have against City, and its elected and appointed officials, officers, employees and agents with respect to any City actions or omissions relating to the development of the Property, and the Parties' entry into, and execution of, this Agreement. Property Owner makes such waiver and release with full knowledge of Civil Code Section 1542, and hereby waives any and all rights

thereunder to the extent of this waiver and release, of such Section 1542 is applicable. Civil Code Section 1542 provides as follows:

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

18. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The Parties further agree that this Agreement represents a voluntary "arms-length" transaction agreed to by and between the Parties and that each Party has had the opportunity to consult with legal counsel regarding the terms, conditions and effect of this Agreement.

19. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties as to the matters contained herein, and there are no oral or written representations, understandings or ancillary covenants or agreements which are not contained or expressly referenced herein, and no testimony or evidence of any such representations, understandings or covenants shall be admissible in any preceding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

PROPERTY OWNER

By: Gayle M. Lawson
Gayle M. Lawson, Owner

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SAN BERNARDINO }

On JULY 5, 2022 before me, SAMUEL LUNA Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared GAYLE LAWSON
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.

SAMUEL LUNA
COMM. #2351124
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires March 12, 2025
RSE1 RSE1

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 Samuel Luna

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Agreement
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

EXHIBIT "A"

Grant Deed

RECORDING REQUESTED BY:
Lawyers Title Company

WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:

Gayle M. Lawson, Trustee of the Gayle M. Lawson
Separate Property Trust of May 29, 2013
700 E. Redlands Blvd # U340
Redlands, CA 92373

ORDER NO. 1245883
APN: 0298-301-33-0-000

Electronically Recorded in Official Records County of San Bernardino
Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2021-0301088

07/02/2021 01:29 PM	Titles: 1	Pages: 3	
SAN	Fees		$30.00
	Taxes		$38.50
I4311	CA SB2 Fee		$0.00
	Total		$68.50

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $38.50 CITY TAX $0.00

☐ Monument Preservation Fee is: $
☑ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area X City of Mentone

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Bradford David Goins, Trustee of The Bradford and Kathleen Goins 2005 Revocable Living Trust

hereby GRANT(S) to Gayle M. Lawson, Trustee of the Gayle M. Lawson Separate Property Trust of May 29, 2013

the following described real property in the ~~City of Mentone~~, County of San Bernardino, State of California:

See Exhibit "A" attached hereto and made a part hereof.

Date: June 22, 2021

The Bradford and Kathleen Goins 2005 Revocable Living Trust

By: Trustee
Bradford David Goins, Trustee

MAIL TAX STATEMENT AS DIRECTED ABOVE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

On June 30, 2021 before me Brandi Vorisek, Notary Public personally appeared Bradford David Goins, 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

BRANDI VORISEK
Notary Public - California
Los Angeles County
Commission # 2242029
My Comm. Expires May 11, 2022

(seal)

File No: 621673644

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT 7, TRACT NO. 2940, ZANJA COURT TRACT, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 40 OF MAPS, PAGES 51 AND 52, RECORDS OF COUNTY OF SAN BERNARDINO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7, THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 7 NORTH 89° 56' 12" WEST A DISTANCE OF 20.78 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 691.00 FEET;

THENCE WESTERLY ALONG SAID CURVE AND THE SOUTHERLY LINE OF SAID LOT 7, THROUGH A CENTRAL ANGLE OF 0° 40' 51" A DISTANCE OF 8.21 FEET TO A POINT THAT HAS A RADIAL LINE THAT BEARS NORTH 0° 37' 03" WEST, AND TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUING WESTERLY ALONG SAID CURVE AND THE SOUTHERLY LINE OF LOT 7, THROUGH A CENTRAL ANGLE OF 7° 29' 26" A DISTANCE OF 90.34 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, ALSO SAID POINT HAS A RADIAL LINE THAT BEARS NORTH 8° 06' 29" WEST;

THENCE ALONG THE WEST LINE OF SAID LOT 7 NORTH 0° 05' 34" EAST A DISTANCE OF 87.89 FEET (87.88 FEET RECORD) TO THE NORTHWEST CORNER OF SAID LOT 7;

THENCE ALONG THE NORTH LINE OF SAID LOT 7 SOUTH 89° 59' 43" EAST A DISTANCE OF 90.00 FEET TO A POINT THAT IS NORTH 89 59' 43" WEST A DISTANCE OF 28.95 FEET FROM THE NORTHEAST CORNER OF SAID LOT 7, (119.00 FEET RECORD FROM THE NORTHWEST CORNER TO THE NORTHEAST CORNER OF SAID LOT 7);

THENCE SOUTH 0° 05' 34" WEST A DISTANCE OF 81.02 FEET TO THE TRUE POINT OF BEGINNING.

SAID LEGAL DESCRIPTION IS MADE AND PURSUANT TO CERTIFICATE OF COMPLIANCE, LOT LINE ADJUSTMENT NO. EV0331-92 RECORDED ON MARCH 9, 1993 AS INSTRUMENT NO. 1993-106253, OF OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 0298-301-33-0-000

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Second Amendment to the Professional Services Agreement with Michael Baker International to increase the original agreement from $149,990 by $150,000 to a total aggregate of $299,990 for professional planning, environmental, and development review services (Development Services Director Desatnik)

MOTION(S):

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

I move to approve the Second Amendment to the Agreement with Michael Baker International for a total amount of $299,990.

RECOMMENDATION:

Staff recommends City Council approve the Second Amendment to the Agreement with Michael Baker International for professional planning, environmental, and development review services for a total amount of $299,990.

DISCUSSION:

On March 29, 2022, an agreement in the amount of $49,990 was approved by the City Manager to allow the department to continue to provide timely development review and other planning services to customers due to several vacancies in the Planning Division (Department), as well as address an influx of new projects. On July 5, 2022, the First Amendment was approved by the City Council for an additional $100,000 to allow the Department to continue to maintain the same level of service.

The Department continues to actively recruit to fill multiple vacancies that exist in

the Planning Division and will continue to need professional services provided by Michael Baker International to keep up with customer demand. Approval of this Second Amendment will allow the Department to continue to provide development review services to its customers as the recruitment process continues to fill multiple vacancies.

ALTERNATIVES:

City Council may elect not to approve the Second Amendment to the Agreement. If the amendment is not approved, it would impact the timeliness of development project review for customers.

STRATEGIC PLAN:

Priority B: Public Health and Safety
Priority D: Sustainability

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Tricia Munoz, Management Analyst

Fiscal Impact

Fiscal Year:	2023
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$150000
Budgeted Y/N:	N
Account No.:	101164
Discussion:	

Approval of this Second Amendment to the Agreement requires additional appropriation from the General Fund to meet the needs of the Development Services Department Planning Division. This Second Amendment will increase Purchase Order No. 22211967 from $149,990 by $150,000 to an aggregate total not-to-exceed $299,990 with Michael Baker International. This spending is likely to be offset with salary savings within the department, and if not, the source of funds would be the ending unassigned fund balance in the General Fund. The estimated fund balance is $21.4 million at June 30, 2022.

Attachments

Second Amendment_MBI

First Amendment_MBI

Original Agreement_MBI

Additional Appropriation Form

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for professional planning, environmental and development review services ("Agreement"), dated March 29, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Michael Baker International, Inc.("Consultant"), is made and entered into this 6th day of September 2022**.**

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to Article 5.1 to increase the payment to the Consultant from one hundred forty-nine thousand nine hundred ninety dollars ($149,990) to two hundred ninety-nine thousand nine hundred ninety dollars ($299,990).

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledge City and Consultant agree as follows:

AGREEMENT

Section 1. Section 5.1 of the Agreement, titled "Payments to Consultant," is hereby amended to read as follows:

'5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of two hundred ninety-nine thousand ninety dollars ($299,990). City shall pay Consultant on a time and material basis in accordance with Exhibit "B," titled "Compensation," which is attached hereto and incorporated herein by this reference."

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 WHEREOF, the parties have executed this Second Amendment, to be effective as of September 6, 2022.

[Signatures on Next Page]

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Tanya Bilezikjian, Vice President

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL PLANNING, ENVIRONMENTAL AND DEVELOPMENT REVIEW SERVICES

This first amendment ("First Amendment") to the agreement for professional planning, environmental and development review services ("Agreement"), dated March 29, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Michael Baker International, Inc., ("Consultant"), is made and entered into this 5th day of July, 2022.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend Article 5.1 titled "Payments to Consultant" of their existing Agreement to increase the payment to the consultant from forty-nine thousand nine hundred dollars ($49,990) to a total aggregate amount not to exceed one hundred forty-nine thousand nine hundred ninety dollars ($149,990);

NOW, THEREFORE, the City and Consultant agree as follows:

AGREEMENT

Section 1. Section 5.1 of the Agreement, titled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred forty-nine thousand nine hundred ninety dollars ($149,000). City shall pay Consultant on a time and material basis in accordance with Exhibit "B," titled "Compensation," which is attached hereto and incorporated herein by this reference."

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

Section 3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of July 5, 2022.

CITY OF REDLANDS

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Tanya Bilezikjian, Vice President

AGREEMENT TO PERFORM PROFESSIONAL PLANNING, ENVIRONMENTAL, AND DEVELOPMENT REVIEW SERVICES

This agreement for the provision of professional planning, environmental, and development review services ("Agreement") is made and entered in this 29th day of March, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City") and Michael Baker International, Inc., a Pennsylvania corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide development review and project management services as needed for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance set forth in Exhibit "A."

4.2 The term of this Agreement shall commence on March 30, 2022, and terminate on March 31, 2023, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of forty nine thousand nine hundred ninety dollars ($49,990). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Compensation," which is attached hereto and incorporated herein by reference

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

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

CITY:

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

CONSULTANT:

Tanya Bilezikjian, Vice President
Michael Baker International, Inc.
3536 Concours, Suite 100
Ontario, CA 91764
tbilezikjian@mbakerintl.com
(909) 974-4900

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

7.2 Consultant acknowledges and agrees it is a designated employee within the meaning of the Political Reform Act and City's Conflict of Interest Code because Consultant:

A. May make a governmental decision whether to: (i) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement; (ii) grant City approval to a plan, design, report, study or similar item; and/or (iii) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof; and

B. Serves in a staff capacity with City and, in that capacity, participates in making governmental decisions or otherwise performs the same, or substantially the same, duties for City that would otherwise be performed by the individual holding the position of City's Building and Safety Official as specified in City's Conflict of Interest Code under Government Code section 87302.

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its employees shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account

only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Charles M. Duggan, Jr., City Manager

MICHAEL BAKER INTERNATIONAL, INC.

By: _____ 4/4/2022
Tanya Bilezikjian, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

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EXHIBIT "A"

SCOPE OF SERVICES

1) Staff assigned as Project Planner(s): Act as the Project Planner for assigned development project(s) and related entitlements, perform related duties including, but not limited to, the following tasks:

a. Interpret and apply the policies in the City's *2035 General Plan*.
b. Interpret and apply the Zoning Regulations (RMC Title 18), Specific Plans, and other relevant policies and land use plans as may be applicable.
c. Interpret and apply a form-based code (if applicable), which is the Transit Villages Specific Plan in the City of Redlands (adoption pending).
d. Interpret and apply the Subdivision Regulations (RMC Title 17) and/or the Subdivision Map Act, if applicable;
e. Interpret and apply other applicable City policies, guidelines, and/or regulations as needed for a proposed project (e.g., architectural design guidelines, Sustainable Mobility Plan, etc.).
f. Write notes and memoranda as needed for project review and tracking purposes;
g. Write staff reports for Planning Commission and City Council, as needed (including utilizing analytical skills, ability to write applicable Findings, ability to generate Conditions of Approval, and ability to write Resolutions).
h. General knowledge and able to apply the California Environmental Quality Act (CEQA) Guidelines.
i. Review draft environmental reports and recommend revisions to content and accuracy of draft environmental documents prepared by environmental consultants (e.g., Initial Study, MND and MMRP, or Draft/Final EIR, etc.).
j. Prepare and/or review required CEQA notices and other related CEQA documents for completeness and accuracy.
k. Work with consultants on related project documents, such as environmental technical reports.
l. Apply related skills in business correspondence and communications, internal and external customer service, and exhibit political acuity while offering apolitical and reasoned recommendations.
m. Work cooperatively with City staff in other departments related to development review functions (e.g., Development Review Committee meetings, reviewing project plans, analyzing design problems and proactively identify alternatives for potential solutions, preparing or revising draft Conditions of Approval, etc.).
n. Be available to be meet (in-person and/or via electronic meetings) with the City's Planning Division staff and management at least one day per week, if necessary.
o. Participate in required meetings and hearings, such as public hearings by the Planning Commission, Historic & Scenic Preservation Commission, and the City Council.

2) Planner(s) assigned as supplemental support for City's Planning Division staff: Act as reviewing Planner for reviewing ministerial applications to include Plan Checks (e.g., for building permits and/or grading permits), Zone Clearance Forms (for business license applications submitted online), and other routine administrative and ministerial applications on behalf of City staff.

EXHIBIT "B"

FEE/COST SCHEDULE

2022 RATE SCHEDULE

TEAM MEMBER	HOURLY RATE
COMPREHENSIVE PLANNING SERVICES	
Project Director/Advisor	$190-$240
Principal Planner/Senior Project Manager	$180-$210
Project Manager	$150-$180
Senior Planner	$135-$160
Associate Planner	$115-$130
Assistant Planner	$90-$115
Planning Technician	$80-$95
ENVIRONMENTAL SERVICES	
Project Director/Advisor	$190-$240
CEQA Project Manager	$150-$180
Senior Environmental Planner	$135-$160
Associate Environmental Planner	$115-$130
BIOLOY/CULTURAL SERVICES	
Project Director/Advisor	$180-$225
Senior Biologist	$120-$150
Associate Biologist	$90-$120
GIS	
GIS Analyst	$95-$115
ADMINISTRATIVE SERVICES	
Technical Editor	$85-$125
Administrative Support	$65-$95
PROJECT DIRECTOR/ADVISOR	
Project Director/Advisor	$190-$240
Administrative Support	$150-$180

For regular business hours, Michael Baker will charge the following hourly rates for key personnel. These rates will be billed on a time-and-materials basis. Therefore, only hours worked will be charged to the City. Michael Baker can bill hours to specific projects to maximize the opportunity for the City to pass costs incurred on to project proponents.

EMILY ELLIOT, AICP	Project Manager/Principal Planner	$170
TAMARA HARRISON	Senior Planner	$160
JON BRAGINTON	Senior Planner	$135
RYAN MURPHY	Associate Planner	$125
DAVID	Associate Planner	$115

Mileage for travel to and from City offices and project sites would be reimbursed at the applicable federal rate. Administrative costs (copies, mailing, etc.) will be billed at cost with no mark-up (our current rates are listed below). Lodging and meals would not be billed to the City. Services for long-range planning and special projects and environmental services will be billed in accordance with the terms established under specific task orders.

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.

MICHAEL BAKER INTERNATIONAL, INC.

By: _____ Date: 4/4/2022

Tanya Bilezikjian, Vice President

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 9/6/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Development Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Professional Services	101164	6106		150,000.00
				$ 150,000.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ -

JUSTIFICATION: Additional general planning services to be provided due to multiple vacancies in the dept. to be covered by general fund unassigned fund balance.

Requested By: Brian Desatnik
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council/Successor Agency Meeting **I. 11.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8382 Annexation No. 27 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Desatnik)

MOTION(S):

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

1. I move that the City Council determine approval of Resolution No. 8382 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 Resolution No. 8382.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. 8382 declaring intent to annex territory into Community Facilities District No. 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The City Council established Community Facilities District No. 2004-1 (CFD) for the purpose of providing certain services which are necessary to meet demands placed upon the City by development. The City Council is being asked to consider Resolution No. 8382, a Resolution of Intention to annex territory into

the CFD.

City staff received a petition from Duke Realty Limited Partnership requesting annexation of its property into the CFD for the maintenance of public trails and trail fences within and adjacent to Planned Development No. 4, Assessor's Parcel Numbers 0292-032-48,0292-032-36,and 0292-032-31 as shown on Attachment C. This annexation is for the properties at the northwest corner of the I-10 and Mountain View Avenue. Planned Development No. 4 was approved by the City Council on July 20, 2021. If Resolution No. 8382 is approved, a public hearing will be scheduled for the City Council meeting on October 18, 2022.

The proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA)as it has been determined there is no possibility the annexation of the proposed project will result in any environmental effect.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette A. Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Facilities and Community Services Director

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Discussion:

There is no financial impact. All costs associated with the annexation are paid by the developer.

Attachments

Attachment A. Reso 8382

Attachment B. Signed Petition

Attachment C. Map

RESOLUTION NO. 8382

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 27)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has established Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, it is necessary that certain parcels of property be annexed to the Community Facilities District in order that they may be developed and receive the benefit of services which will be financed by the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

WHEREAS, the current Rate and Method of Apportionment of Special Tax (the "Rate and Method") set forth in Exhibit B hereto, requires that Special Tax for all parcels increase annually in accordance with the Los Angeles-Riverside-Orange County Consumer Price Index (the "LRO Index"); and

WHEREAS, the LRO Index no longer exists and has been replaced by the Riverside-San Bernardino-Ontario Consumer Price Index (the "RSO Index"); and

WHEREAS, it is necessary for the Rate and Method to be modified to reference the RSO Index, as the LRO Index no longer exists; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5;

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

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this resolution.

Section 2. Name of District. The name of the existing Community Facilities District is "Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California."

Section 3. Amendment of Rate and Method. The reference to the "Los Angeles-Riverside-Orange County" Consumer Price Index in Section C of the Rate and Method is hereby replaced with the "Riverside-San Bernardino-Ontario Consumer Price Index." No other portion of the Rate and Method shall be amended.

Section 4. Intention. The City Council declares its intention to conduct proceedings pursuant to said Article 3.5 for the annexation to the Community Facilities District of the territory described in Exhibit "A" attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

Section 5. Description of Territory Proposed To Be Annexed; Annexation Map. The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 27, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk (the "Annexation Map").

Section 6. Types of Services; Incidental Expenses; Plan for Providing Services. The services to be provided and financed by the Community Facilities District are the maintenance of public trails and trail fences adjacent to Planned Development No. 4, including but not limited to, landscape maintenance in the area of the Property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes at the same rate to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, as previously described, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory proposed to be annexed thereto.

Section 7. Special Taxes. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 6 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The property within the territory proposed to be

annexed shall be assigned at the rate set forth for Special Tax Rate Category A as set forth in Exhibit "B" attached hereto and for Fiscal Year 2022-23, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" attached hereto, subject to annual increases beginning in Fiscal Year 2023-24 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B".

Section 8. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the area proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of San Bernardino no later than 15 days prior to the date of the hearing specified in Section 9 hereof.

Section 9. Hearing. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on October 18, 2022 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, or via teleconference as directed by the City due to COVID-19 social distancing guidelines.

Section 10. Notice. The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least seven (7) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

Section 11. Description of Voting Procedures. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to shall be as follows:

(a) If at the time of the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code ("Section 53326") and pursuant to the applicable provisions of law regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the

close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this resolution; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter, and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it

was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

ADOPTED this 6th day of September, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CERTIFICATE

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing resolution was regularly adopted by the City Council of said City at a regular meeting of said City Council duly held on the 6th of September by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Redlands this _____ day of September, 2022.

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
ANNEXATION NO. 27 TO
COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF REDLANDS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel Nos. 0292-032-31-0000, 0292-032-36-0000, 0292-032-48-0000.

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EXHIBIT "B"

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS

A Special Tax (the "Special Tax") shall be levied on and collected from each Parcel of Taxable Property (defined below) in Community Facilities District No. 2004-1 (the "District"), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2004, in an amount determined by the City Council of the City of Redlands, acting in its capacity, as the legislative body of the District (hereinafter as the "Council"), by applying the rate and method of apportionment set forth below. All of the real property in the District, unless exempted by law or by the provisions herein, shall be taxed for the purposes, to the extent, and in the manner provided herein.

A. DEFINITIONS

"Additional Maintenance" means the maintenance of landscaping for Parcels assigned to a Special Tax Rate Category in addition to the Basic Maintenance, including, but not limited to, the maintenance of significant open space, citrus groves, and firebreaks and extensive medians and parkways.

"Additional Maintenance Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on Parcels of Taxable Property assigned to a Special Tax Rate Category to pay the cost of Additional Maintenance, if any, for such Parcels, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Additional Maintenance in such Fiscal Year.

"Basic Maintenance" means the normal maintenance of basic landscaping within the District, including, but not limited to, parkways, open space areas, medians and street trees and the associated maintenance of bushes, shrubs and ground cover.

"Base Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on all Parcels of Taxable Property in the District to pay the estimated cost of the Basic Maintenance, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Basic Maintenance in such Fiscal Year.

"Benefit Unit" means a Single-family residential lot or dwelling unit or the equivalent. Commercial property is assigned Benefit Units based on acreage with the basis being four (4) Benefit Units per acre, consistent with the average residential density in the City. Industrial Property is assigned Benefit Units based on acreage with the basis being two (2) Benefit Units per acre. Multi-family property is assigned 60 percent of one Benefit Unit per dwelling unit and Religious Property is assigned two (2) Benefit Units per acre.

"City" means the City of Redlands.

"Council" has the meaning set forth in the preamble.

"Commercial Property" means any Parcel that is used for the purpose of selling, distributing or furnishing a product or service.

"Development" means any approved development and/or improvement of property resulting in the recordation of a final map or the issuance of a building permit.

"District" has the meaning set forth in the preamble.

"Exempt Property" means property that is exempt from the levy of the Special Tax, including all publicly owned or dedicated property, sliver parcels, common lots, open space and any other property that cannot be developed.

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Industrial Property" means any Parcel that is used for the purpose of manufacturing a product.

"Land Use Category" means any of the categories contained in Table 1 to which Parcels of Taxable Property are assigned consistent with the land use approvals that have been received or proposed for the Parcel as of March 1 preceding the beginning of a Fiscal Year.

"Maximum Special Tax Rate(s)" means the Maximum Special Tax Rate(s) per Benefit Unit for Parcels in all Special Tax Rate Categories that can be levied by the Council in any Fiscal Year as determined pursuant to Section C. The Maximum Special Tax Rates per Benefit Unit for Parcels in all Special Tax Rate Categories, including the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, as set forth in Table 2, shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

"Multi-family Residential Property" means any Parcel of residential property that consists of a building or buildings comprised of attached residential units available for rental, but not purchase, by the general public and under common ownership and/or management.

"Parcel" means a lot or Parcel of land that is identified by an Assessor's Parcel Number in the Tax Assessment Roll of the County Assessor of the County of San Bernardino.

"Religious Property" means any Parcel used as a place of worship or for other religious activities.

"Single-family Residential Property" means any Parcel of residential property that is or will be improved with a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax to be levied in each Fiscal Year on each Parcel of Taxable Property.

"Special Tax Rate Category" means any of the categories identified in Table 2 to which Parcels of Taxable Property in a Development are assigned based on the cost of the Basic Maintenance and the cost of the Additional Maintenance, if any, which will be provided to such Parcels.

"Taxable Property" means Parcels that are not Exempt Property.

B. ASSIGNMENT TO LAND USE CATEGORY

Parcels of Taxable Property in a Development shall be assigned to the appropriate Land Use Category contained in Table 1. Such Parcels shall also be assigned to the appropriate Special Tax Rate Category contained in Table 2, based on the estimated cost for providing the Additional Maintenance, if any, to the Development. The Special Tax shall be levied upon and collected from each such Parcel for each Fiscal Year based on the Benefit Units which are assigned to the Parcel as a result of its assignment to the appropriate Land Use Category and Special Tax Rate Category, as provided in Sections C and D.

TABLE 1
Land Use Category

Land Use Category	Description	Benefit Unit(s)
1	Single-family Residential	One (1) / Residence
2	Commercial	Five (5) / Acre
3	Industrial	Two (2) / Acre
4	Multi-family Residential	Six tenths (0.6) / Residential Unit
5	Religious Property	Two (2) / Acre

C. MAXIMUM SPECIAL TAX RATES

The Maximum Special Tax Rate per Benefit Unit for each Parcel for each Fiscal Year shall be the total of the Base Rate Per Benefit Unit plus the Additional Maintenance Rate Per

Benefit Unit for the Special Tax Rate Category to which the Parcel is assigned. For Fiscal Year 2004-05 the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit for each Special Tax Category shall be the amounts set forth in Table 2 for such Special Tax Rate Category. The Base Rates Per Benefit Unit and the Additional Maintenance Rates Per Benefit Unit for all Parcels in all Special Tax Rate Categories shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

TABLE 2
Maximum Special Tax Rates

Special Tax Rate Category	Maximum Rates Per Benefit Unit Base Rate	Additional Maintenance Rate
A	$250	$0
B	$250	$100
C	$250	$200
D	$250	$300
E	$250	$400
F	$250	$500
G	$250	$600
H	$250	$700
I	$250	$800
J	$250	$900
K	$250	$1,000
L	$250	$1,100
M	$250	$1,200
N	$250	$1,300
O	$250	$1,400
P	$250	$1,500
Q	$250	$1,600
R	$250	$1,700
S	$250	$1,800
T	$250	$1,900
U	$250	$2,000
V	$250	$2,100
W	$250	$2,200
X	$250	$2,300
Y	$250	$2,400
Z	$250	$2,500

The Parcels which are to be included in the District at the time of its formation and which are identified in Table 3 shall be assigned to the Land Use Category and the Special Tax Rate Category specified in Table 3.

TABLE 3
Assignment to Land Use Category
and Special Tax Rate Category

Tract No.	Land Use Category	Special Tax Rate Category
16408	One (1)	K

D. METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

For each Fiscal Year, commencing with Fiscal Year 2004-05, the Council shall (a) determine the cost of providing the Basic Maintenance in the District and the amount of the Base Rate Per Benefit Unit to be levied on Parcels of Taxable Property in the District to pay the cost of the Basic Maintenance; (b) determine the cost of providing the Additional Maintenance, if any, for each Special Tax Rate Category, as then applicable, and the amount of the Additional Maintenance Rate Per Benefit Unit, if any, to be levied on Parcels of Taxable Property in each Special Tax Rate Category to pay the cost the Additional Maintenance therefor; and (c) levy the Special Tax on all Parcels of Taxable Property in each Special Tax Rate Category, as then applicable. The amount of the Special Tax to be levied on any Parcel of Taxable Property in any Fiscal Year shall be determined by multiplying the Benefit Units for the Parcel, depending on the Land Use Category to which it is assigned, by the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, if any, determined pursuant to clauses (a) and (b) above, for the Special Tax Rate Category to which the Parcel is assigned.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for the District, is Exempt Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to the District from time to time. As each annexation is proposed, an analysis will be prepared to determine the types and area of landscaping to be maintained, *i.e.,* Basic Maintenance and/or Additional Maintenance, if any, and the estimated annual cost of providing the Additional Maintenance, if any, to the property. Based on this analysis, the property to be annexed will be assigned to the appropriate Special Tax Rate Category contained in Table 2.

PETITION TO THE CITY COUNCIL OF THE CITY OF REDLANDS REQUESTING INITIATION OF PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, AND CONSENTING TO THE LEVY OF SPECIAL TAXES TO PAY THE ANNUAL COSTS OF THE MAINTENANCE OF PARKWAYS (ANNEXATION NO. 27)

1. Duke Realty Limited Partnership ("Owner"), requests that the City Council (the "City Council") of the City of Redlands (the "City") initiate proceedings pursuant to Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," for the annexation of the property described in Exhibit "A" attached hereto (the "Property") to "Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California" (the "CFD") for the purpose of providing for the funding, through the levy of special taxes, of the annual costs of the maintenance of public trails and trail fences adjacent to Planned Development No. 4, including but not limited to, landscape maintenance in the area of the Property and the Community Facilities District.

2. Owner represents to the City Council that it is the owner of all of the Property.

DATED: July 26, 2022

DUKE REALTY LIMITED PARTNERSHIP,
an Indiana limited partnership

By: Duke Realty Corporation,
an Indiana corporation,
Its: General Partner

By: Chris Burns
Its: Executive Vice President, Real Estate Operations

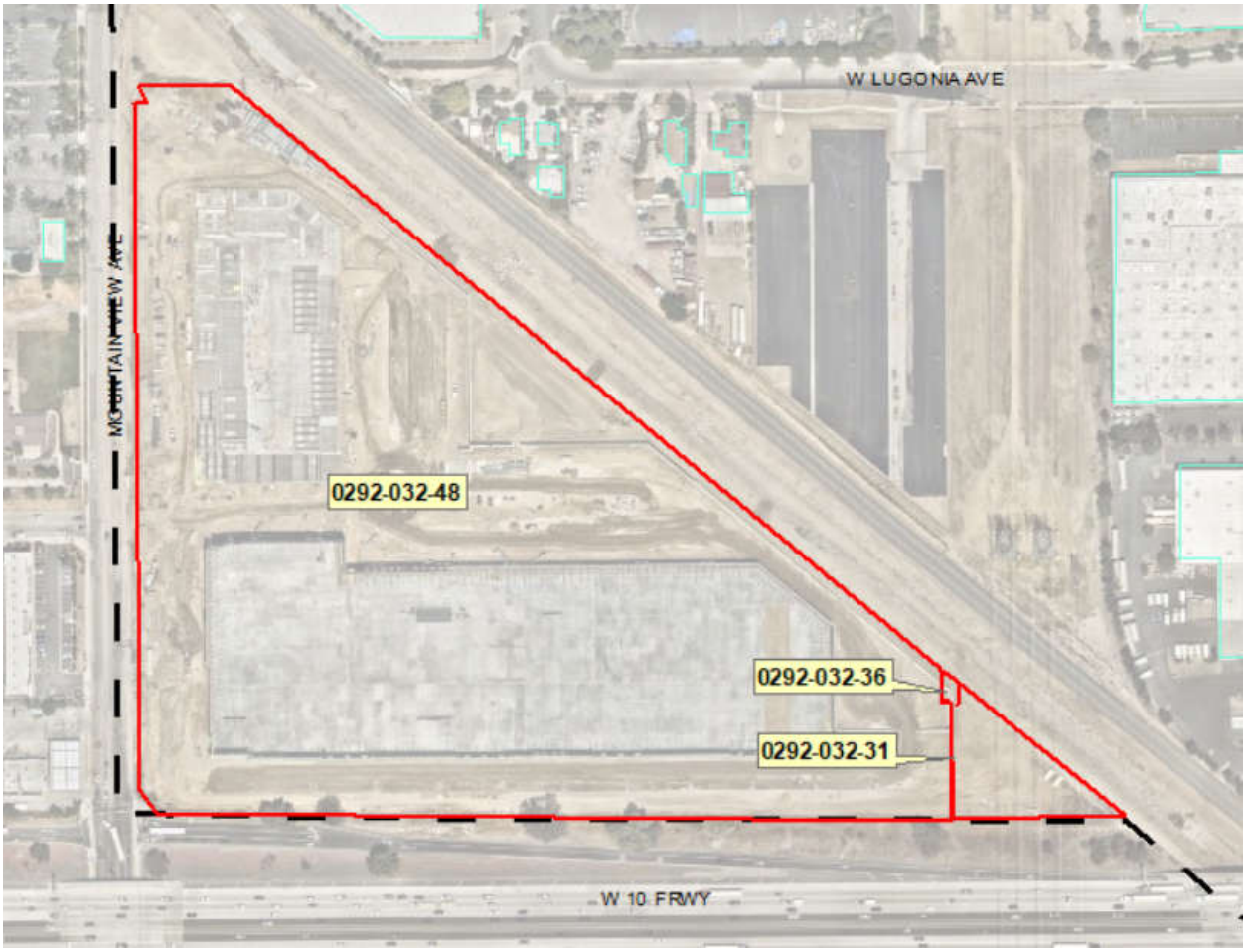
17942.00056\40400605.1

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel Nos. 0292-032-31-0000, 0292-032-36-0000, 0292-032-48-0000.

ASSESSOR'S PARCEL NUMBERS 0292-032-048, 0292-032-36, AND 0292-032-31



City Council/Successor Agency Meeting **I. 12.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve price increases from chemical vendors due to a nationwide shortage of water and wastewater treatment process chemicals, appropriate additional funds for chemical purchases in the amount of $25,000, authorize Municipal Utilities and Engineering Director John R. Harris authority to approve additional chemical price increases as needed, not to exceed 20% and determine that these actions are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine approval of price increases for water and wastewater treatment plant chemicals, the appropriation of additional funds to purchase these chemicals, and the authorization of Municipal Utilities and Engineering Director John R. Harris authority to approve additional chemical price increases as needed, not to exceed 20%, are exempt from environmental review pursuant to Section 15061(b)(3) of the State guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the price increases for water and wastewater treatment plant chemicals, appropriate additional funds to purchase these chemicals, and authorize Municipal Utilities and Engineering Director John R. Harris authority to approve additional chemical price increases as needed, not to exceed 20%.

RECOMMENDATION:

Staff recommends City Council find approval of these price increases, the appropriation of additional funds, and the authorization of Municipal Utilities and Engineering Director, John R. Harris to approve additional chemical price increases as needed, not to exceed 20% are exempt from environmental review under section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, approve price increases for water and wastewater treatment plant chemicals, and appropriate additional funds to purchase these chemicals as follows:

Water Fund 501900

- JCI Jones Chemicals Incorporated (Chlorine Gas) -
    - Current Price = $1,700.00/Ton
    - New Price = $1,975.00/Ton
    - Requires an additional appropriation of $25,000.00, which increases this item in the purchase order to $65,000.00
- Olin (12.5% Sodium Hypochlorite)
    - Current Price = $1.489/gallon
    - New Price = $1.493/gallon (includes Superfund Excise Tax)
    - This item does not require additional appropriation.

Wastewater Fund 521900

- Olin (12.5% Sodium Hypochlorite)
    - Current Price = $1.489/gallon
    - New Price = $1.493/gallon (includes Superfund Excise Tax)
    - This item does not require additional appropriation.

DISCUSSION:

The Fiscal Year 22/23 Municipal Utilities and Engineering Department budget includes funding for the purchase of water and wastewater treatment process chemicals based on competitively obtained unit prices. Recently, City Council approved annual purchase orders with the following chemical vendors:

Water Production:

- Jones Chemicals Incorporated - Chlorine Gas
- Olin - 12.5% Sodium Hypochlorite

Wastewater Treatment

- Olin - 12.5% Sodium Hypochlorite

Each of the vendors notified City staff that unit price increases are necessary, unavoidable, and out of their control. Notice letters declaring price increases from each vendor supporting these unit price increases are attached. Staff is aware of the nationwide shortage of water and wastewater treatment process chemicals, and have been repeatedly contacted by the California State Water Resources Control Board to ensure the City of Redlands has adequate chemical supplies to support treatment operations.

Considering the significant supply chain interruptions caused by the COVID-19 pandemic, staff agrees that these unit price increases are unavoidable and fair.

ALTERNATIVES:

City Council may deny the staff recommendations. However, this would significantly impact water and wastewater treatment operations by limiting our ability to obtain chemicals.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager
Kevin O. Watson, Utilities Operations Manager

PREPARED BY:
Paul Mariscal, Water Operations & Maintenance Superintendent

Fiscal Impact

Fiscal Year:	FY 22/23
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	25,000
Budgeted Y/N:	N
Account No.:	501900

Discussion:

An additional appropriation of $25,000 from the Water Service Fund is required to offset the Jones Chemicals Incorporated unit price increase. .

Attachments

Additional Appropriation Form
JCI Chemical Price Increase
Olin Chemical Price Increase
Clerk's Bid Opening Report
FY22-23 Chemical Bid Analysis
JCI Purchase Order

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 9/06/2022

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**
Water Operations	501900	7803		$ 25,000.00
				$ $ 25,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ $ 0.00

JUSTIFICATION: Water and Wastewater treatment process chemical unit price increases due to a nationwide shortage of chemicals.

Requested By: John R. Harris JRH
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

June 9, 2022

PLEASE SIGN AND RETURN BY 7/29/22
TO AVOID POSSIBLE SHIPMENT DELAYS

City of Redlands
PO Box 3005
Redlands, CA 92373

Dear Customer:

Raw material cost increases were recently issued by the Producers of chlorine and sodium hydroxide (caustic soda). These materials are also used to manufacture sodium hypochlorite (bleach) and sodium bisulfite. It is necessary for us to pass those increases on to our customers.

Effective **August 1st, 2022** your chlorine price must increase to **$1,975.00 per ton.** All other terms & conditions will remain the same.

Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

Please also note that supply remains tight- we will do our best to maintain service of your full requirements.

Thank you for your cooperation and understanding.

Sincerely,

JCI Jones Chemicals, Inc

JCI Jones Chemicals, Inc
1765 Ringling Blvd
Sarasota, FL 34236

Please sign below and return via email to torrance@jcichem.com or return via fax to (310) 523-2944.

Accepted by: _____ Date: _____

2801 Post Oak Blvd., Suite 600
Houston, TX 77056
Tel 713.960.9111

April 21, 2022

Dear Customer:

Effective immediately, or as permissible by contract, Westlake is announcing a price increase for Chlorine (sold independently or as part of an ECU) by US$ 275 per short ton in the United States, and C$ 375 per metric ton in Canada. This increase is necessitated by a tight supply/demand balance of chlorine and chlorine derivatives.

Standard lead time for all chlorine rail shipments is 21 days. Westlake's order management protocol remains in effect.

If you have any questions regarding this price change, please contact your sales professional. Westlake values the opportunity to supply your Chlorine requirements, and will strive to earn your business every day.

Sincerely,

David Kokowsky
Director, Commercial Chlor-Alkali

Olin™
CHLOR ALKALI
PRODUCTS AND VINYLS

490 Stuart Road NE, Cleveland, Tennessee 37312
423/336-4850 • 423/336-4830
Internet Address: www.olinchloralkali.com

June 30, 2022

Mr. Paul Mariscal
City of Redlands, CA

Subject: **SODIUM HYPOCHLORITE, 12.5%--SUPERFUND EXCISE TAX**

Dear Paul:

Following our recent discussions, Olin Corporation, for and on behalf of itself and its subsidiaries ("Olin") is pleased to provide you with our the adjusted proposal, including the Federally mandated Superfund Excise tax, to supply 12.5% Sodium Hypochlorite to your facilities. Our proposal is outlined below:

PRODUCT & GRADE:	Sodium Hypochlorite, 12.5%, meeting the product specification attached hereto as Addendum "A"
DESTINATION:	Buyer's facilities in Redlands, CA
QUANTITY:	100% of Buyer's requirements for its Redlands, CA facilities with the addition of the Federally mandated Superfund Excise Tax ($0.004 per gallon), which is effective on all shipment on or after July 1, 2022, and has to be billed as a separate line item.
PRICE & FREIGHT	$1.489 per gallon—Delivered, Pricing firm 7/1/22, through 6/30/23, PLUS $0.004 per gallon for the Superfund. Delivered price to be $1.493 per gallon plus any applicable taxes and California Pesticide assessment. Freight prepaid and included. All prices quoted are plus any applicable taxes and California Pesticide Assessment.
DELIVERY PERIOD:	July 1, 2022, through June 30, 2023
CONTAINER:	Olin's provided tank trucks of minimum 4,800 gallons per delivery
TITLE AND RISK OF LOSS POINT:	Buyer's facilities in Redlands, CA

Chuck Hogan

Chuck Hogan
Account Manager-Southern California

CITY OF REDLANDS
CLERK'S BID OPENING REPORT

The following bids were opened on the **16th day of March 2022 at 10:00 a.m.** on behalf of the Municiapl Utilities and Engineering Department for **Water & Wastewater Treatment Plant Chemicals-20220301-02WP**. The amounts have not been checked and are subject to correction after the bids have been completely reviewed.

	1	2	3	4	5	6	7	8	9	10	11	12
Bidder's Name	**Sodium Hypochlorite 12.5% mini-bulk (Water)**	**Sodium Hypochlorite 12.5% (Water)**	**Chlorline Gas (Water)**	**Sodium Hydroxide 50% (Water)**	**Praestol 186KH Polymer (Water)**	**Praestol A 3040 LTR FLOCCULANT (Water)**	**Praestol A 3010 LTR FLOCCULANT (Water)**	**Citric Acid 50% (WW)Aluminum Chlorohydrate (ACH) 50% Solution (Water)**	**Zeetag 8818 Polymer 40% Active (WW)**	**Citric Acid 50%(WW)**	**Ferric Chloride 39%(WW)**	**Sodium Hypochlorite 12.5% (WW)**
Brentec, San Fe Springs CA				$15,760.00				$291,150.00		$235,008.00		
California Water Technology, Santa Fe Springs CA											$254,700.00	
JCI Jones Chemicals, Inc., Torrance CA		$81,540.00	$34,000	$13,600.00								$203,850.00
Kemira Water Solutions, Inc., Lawrence KS											$194,400.00	
Nalco Water, Los Alamitos CA					$98,520.00							
Northstar Chemical, Sherwood OR				$21,160.00						$358,560.00		
Olin Corporation, Tracy CA		$80,406.00										$201,015.00
Pencco Inc., San Felipe TX											$185,400.00	
Polydyne Inc., Riceboro GA					$80,496.00	$19,116.00	$6,372.00		$41,952.00			
Solenis LLC, Wilmington DE					$95,760.00	$28,611.00	$8,349.00		$402,667.00			
Summit Research Labs, Flemington NJ								$266,400.00				
*Univar USA Inc., Kent WA	4.06			3.05						13.00		
USALCO LLC, Baltimore MD								$227,997.00				

BID AMOUNTS ARE EXTENDED PRICE PER YEAR

***Unit Price Given / Bids sorted alphabetically / (1) Addenda Issued No Addendas acknowleged**

Emailed: Councilmembers, City Manager, City Treasurer, PIO, Press

Department Head: John Harris
Staff: Ashley Rosario

Jeanne Donaldson, City Clerk
City of Redlands, California

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

BID ANALYSIS

BID NO. **20220301-02WP** | **BID DATE** **3/16/2022**

Annual P.O. for Water and Wastewater Treatment Plant Chemicals | **FISCAL YEAR** **2022/2023**

Item Number	Bid Item	Quantity Per Delivery	Unit	Unit Price												
				Olin Corporation	Kemira Water Solutions, Inc.	JCI Jones Chemicals Inc.	USALCO Modesto Plant, LLC	Polydyne, Inc.	Pacific Star Chemical dba of Northstar Chemical	California Water Technologies, LLC	Brenntag Pacific, Inc.	Pencco, Inc.	Water Treatment Chemicals Inc.	Solenis LLC	Nalco Water	Univar Solutions USA Inc.
1	Sodium Hypochlorite 12.5% mini-bulk (Water)	1,800 gal	Per Gallon	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	$4.06
2	Sodium Hypochlorite 12.5% (Water)	4,500 gal	Per Gallon	$1.489	NO BID	$1.51	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3	Chlorine Gas (Water)	(2) Ton Cylinders	Per lb.	NO BID	NO BID	$0.85	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
4	Sodium Hydroxide 50% (Water)	2,000 gal	Per Gallon	NO BID	NO BID	$3.40	NO BID	NO BID	$5.29	NO BID	$3.94	NO BID	NO BID	NO BID	NO BID	$3.05
5	Praestol 186KH polymer (Water)	3,000 gal	Per Gallon	NO BID	NO BID	NO BID	NO BID	$6.708	NO BID	NO BID	NO BID	NO BID	NO BID	$7.98	$8.21	NO BID
6	Praestol A 3040 LTR FLOCCULANT (Water)	55 gal drum	Per Gallon	NO BID	NO BID	NO BID	NO BID	$10.384	NO BID	NO BID	NO BID	NO BID	NO BID	$14.45	NO BID	NO BID
7	Praestol A 3010 LTR FLOCCULANT (Water)	55 gal drum	Per Gallon	NO BID	NO BID	NO BID	NO BID	$10.384	NO BID	NO BID	NO BID	NO BID	NO BID	$12.65	NO BID	NO BID
8	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	4,500 gal	Per Gallon	NO BID	NO BID	NO BID	5.0666	NO BID	NO BID	NO BID	$6.47	NO BID	$5.92	NO BID	NO BID	NO BID
9	Zeetag 8818 Polymer 40% Active (WW)	20,700 gal (9 totes 2,300 lbs./tote)	Per Gallon	NO BID	NO BID	NO BID	NO BID	$13.072	NO BID	NO BID	NO BID	NO BID	NO BID	$14.34	NO BID	NO BID
10	Citric Acid 50% (WW)	600 gal	Per Gallon	NO BID	NO BID	NO BID	NO BID	NO BID	$24.90	NO BID	$16.320	NO BID	NO BID	NO BID	NO BID	$13.00
11	Ferric Chloride 39% (WW)	5,000 gal	Per Gallon	NO BID	$2.16	NO BID	NO BID	NO BID	NO BID	$2.83	NO BID	$2.06	NO BID	NO BID	NO BID	NO BID
12	Sodium Hypochlorite 12.5% (WW)	4,500 gal	Per Gallon	$1.489	NO BID	$1.51	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

PURCHASE ORDER

Fiscal Year 2023

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number	**22300229**
Purchase Order Date	**07/06/2022**
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 WTRPRO

MUED-Water Production Div
955 Parkford Dr
Redlands, CA 92374

Vendor 2288

JCI JONES CHEMICALS INC
1401 DEL AMO BLVD
TORRANCE, CA 90501

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
310-523-1629		2288	12300235	Christian Duenez	AS NEEDED

NOTES

WATER- CHEMICAL CI2 GAS

PURCHASE ORDER TERM:
JULY 1, 2022 - JUNE 30, 2023.
.
PURCHASE ORDER AS PER CITY COUNCIL APPROVAL DATED JUNE 21, 2022 AND PER BID NO.20220301-02WP.
.
NOT TO EXCEED DOLLAR AMOUNT PER YEAR. THIS PO WILL BE CLOSED WHEN THE TOTAL AMOUNT IS EXHAUSTED.
.
PURCHASE ORDER WILL BE VALID ONLY WITH A CURRENT APPROVED MINIMUM LIABILITY COVERAGE ON FILE WITH RISK MANAGEMENT.
.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROVIDE CHLORINE GAS ON A NEED-BY-NEED BASIS FOR THE CITY OF REDLANDS MUNICIPLE UTILITES AND ENGINEERING DEPARTMENT, WATER DIVISION.	1.0000	EA	$40,000.0000	$40,000.00

PURCHASING DIVISION - 1270 W. PARK AVE. REDLANDS, CA 92373 - Email: Purchasing@cityofredlands.org

Total Ext. Price $40,000.00

Purchase Order Total $40,000.00

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/Successor Agency Meeting **I. 13.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Public Works Contract with McDonnell Roofing, Inc. for the Hinckley Water Treatment Plant Roof Replacement Project for an amount not-to-exceed $118,003, an additional appropriation of $118,003, and determination that these actions are categorically exempt from environmental review pursuant to Section 15301(d) 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 approval of a Public Works Contract with McDonnell Roofing, Inc. for the Hinckley Water Treatment Plant Roof Replacement Project is categorically exempt from environmental review pursuant to Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve the Public Works Contract with McDonnell Roofing, Inc. for the Hinckley Water Treatment Plant Roof Replacement Project for an amount not-to-exceed $118,003; and

3. I move that City Council approve the additional appropriation of $118,003 for the Hinckley Water Treatment Plant Roof Replacement Project.

RECOMMENDATION:

Staff recommends that City Council determine approval of a Public Works Contract with McDonnell Roofing, Inc. for the Hinckley Water Treatment Plant Roof Replacement Project is categorically exempt from environmental review pursuant to Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act.

Staff also recommends that City Council approve a Public Works Contract with McDonnell Roofing, Inc. for the Hinckley Water Treatment Plant Roof Replacement Project for an amount not-to-exceed $118,003

Staff also recommends that City Council approve the additional appropriation of $118,003 for the Hinckley Water Treatment Plant Roof Replacement Project.

DISCUSSION:

The Horace P. Hinckley Water Treatment Plant (Hinckley WTP) produces approximately twenty-five percent (25%) of the City's drinking water each year and serves approximately 83,000 Redlands water customers. The Hinckley WTP roof is thirty-six (36) years old and has received spot repairs in several locations to stop water intrusion into the facility. The roof has surpassed its anticipated service life and is in dire need of replacement.

Recently, the Facilities and Community Services Department (FCS) solicited bids from qualified contractors to replace the Hinckley WTP roof. On June 30, 2022, the City Clerk received and opened project bids from the following five (5) contractors:

BIDDER	AMOUNT
BEST CONTRACTING	$182,014
FC & SON	$177,298
RITE-WAY ROOFING	$149,983
4 SEASONS ROOFING	$140,540
McDONNELL ROOFING, INC.	$118,003

Staff reviewed each project bid and determined that McDonnell Roofing, Inc. submitted the lowest responsive and responsible bid. Funding for this project was included in the FCS FY 21/22 budget with the intent of completing the work prior to July 1, 2022. However, staffing limitations prevented completion of the procurement process prior to the end of the fiscal year, and the FY 22/23 budget does not include funding for this project. Therefore, an additional appropriation of $118,003 from the Water Service Fund unrestricted cash balance is necessary to fund the project.

This project is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act since it is an improvement to an existing public facility.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternative direction.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Kevin O. Watson, Utilities Operations Manager

PREPARED BY:
Paul Mariscal, Water Production Operations and Maintenance Superintendent

---

Fiscal Impact

Fiscal Year:	FY 22/23
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$118,003
Budgeted Y/N:	N
Account No.:	501900

Discussion:

An additional appropriation of $118,003 from the Water Service Fund unrestricted cash balance is necessary to fund this project.

Attachments

Roof Management Report
Bid Opening Report
Hinckley WTP Roof Additional Appropriation Form
Public Works Contract McDonnell Roofing

WEATHERWELD
ROOFING MADE SIMPLE

Roof Management Report

CITY OF REDLANDS

HORACE HINCKLEY WATER TREATMENT PLANT

BUILDING SUMMARY

OWNER:	**City of Redlands**
ADDRESS:	35 Cajon Street, Redlands CA
CONTACT:	
PHONE:	

ROOFTOP INSPECTION

INSPECTION DATE:	06/07/2022	**CORE SAMPLE:**	Yes
INSPECTION TYPE:	Visual	**DECK CONDITION:**	Fair
ROOF LEAK DATA:	Yes	**SOURCE:**	Owner

BUILDING INFOMATION

PROJECT: **Hoarse Hinckley Water Treatment Plant**

BUILDING: **Hinckley Water**

ADDRESS: 1604 Crafton Street
Redlands, CA

AGE	SQ. FT.	ACCESS	SLOPE	HEIGHT
15+	7,034	Ladder	¼"-12"	16'

ROOF SYSTEM	TYPE	LAYERS	ATTACHMENT	THICKNESS
DECK:	Metal	1	Mechanical	-
INSULATION:	Poly ISO	1	-	2"
EXISTING:	Gravel Surfaced Built Up	1	Mechanical	4-Ply

DETAILS

PERIMETER:	Parapet Wall
FLASHING:	Yes
DRAINAGE:	Flush Mount Cast Iron Drains

ROOFTOP EQUIPMENT/ACCESSORIES

	TYPE	QTY.
MECHANICAL EQUIPMENT:	HVAC	Multiple
PENETRATIONS:	Pipe & Vent	Multiple
PERIMETER GUTTER:	NO	-

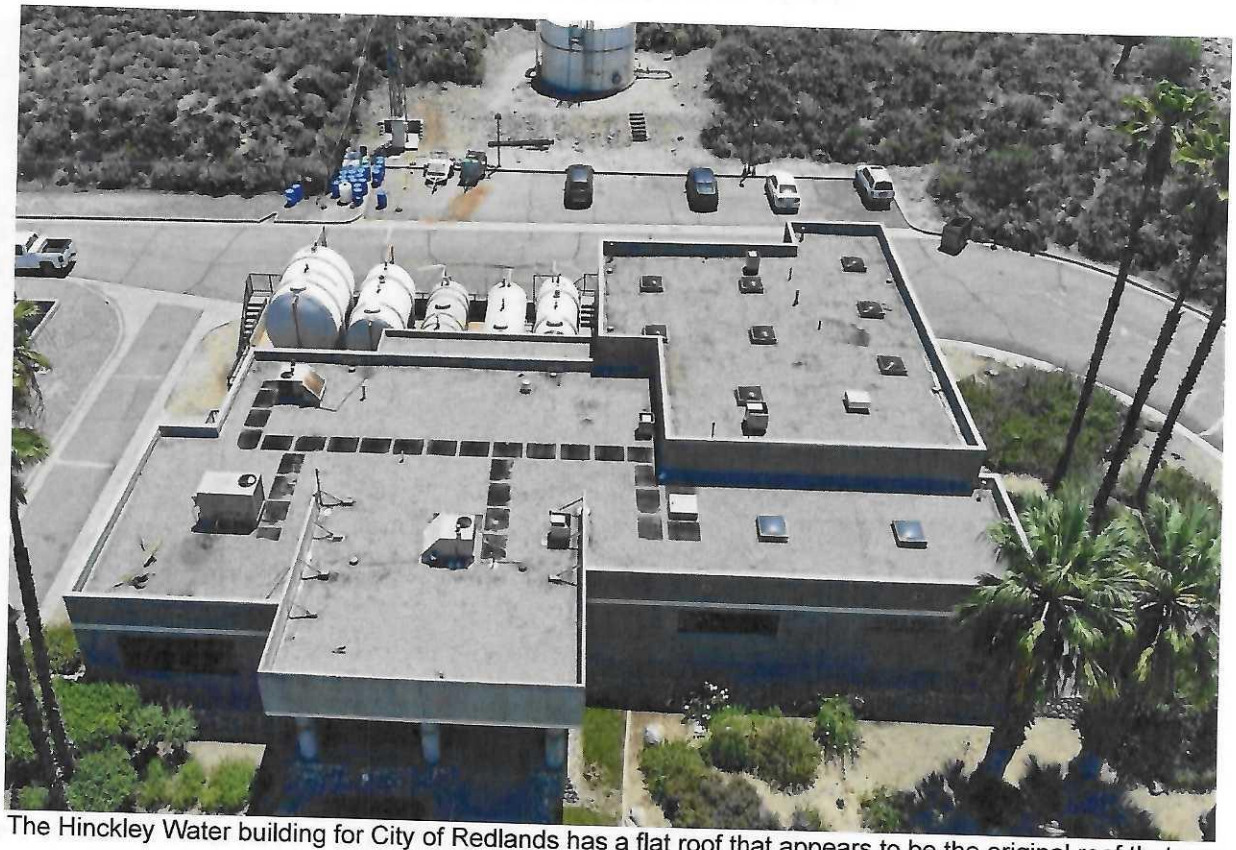
EXISTING ROOF TYPE / RATING

DECK:	Fair
FIELD – EXISTING ROOF:	Poor
FIELD SEAMS – EXISTING ROOF:	Poor
PERIMETER – EXISTING ROOF:	Poor
PENETRATIONS – EXISTING ROOF:	Poor
WALLS – EXISTING:	Poor
DRAINS:	Fair
SKYLIGHTS:	Poor
COUNTER FLASHINGS:	Poor
DEBRIS ON ROOF:	No
PONDING WATER:	Yes
OTHER	N/A

BUDGET/SCOPE OF WORK

APPROXIMATE TOTAL(+/-15%)	WEATHERWELD ROOF SYSTEM	WARRANTY LENGTH
$109,275.00	R-1P-16-45-A	40 Years

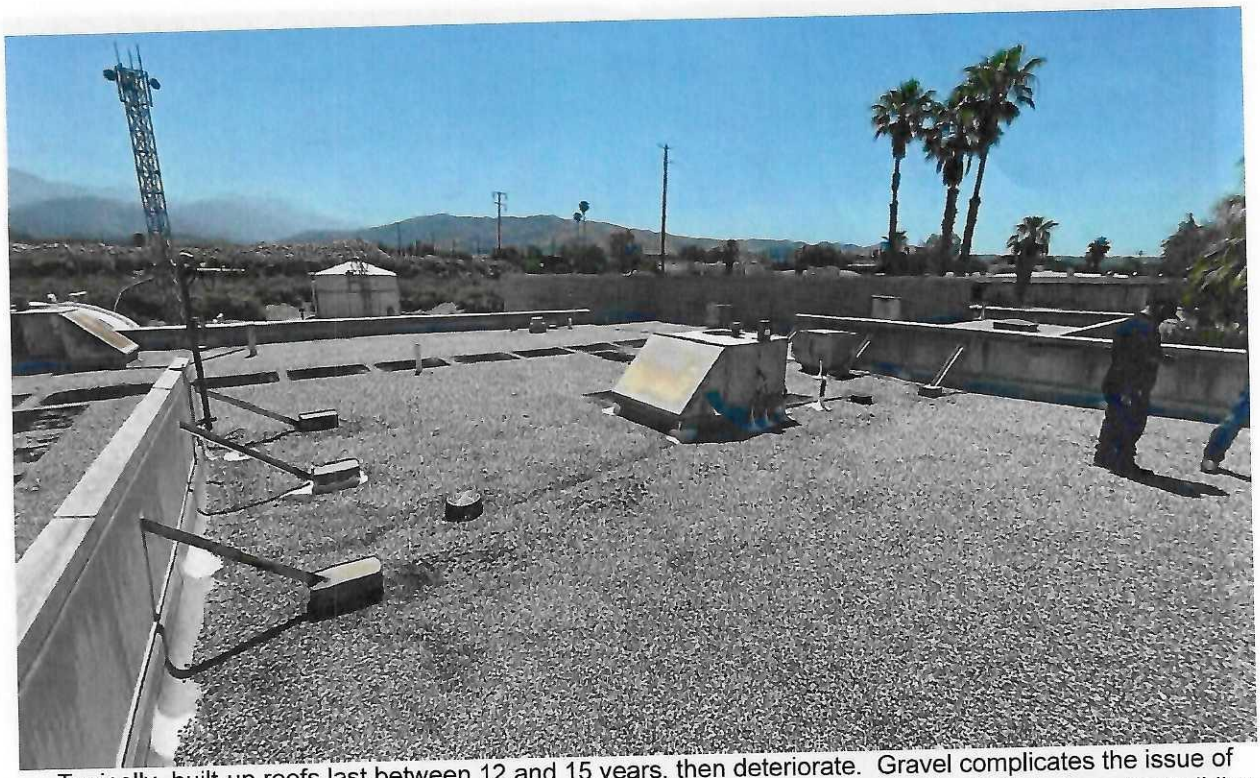
INSPECTION PHOTOS



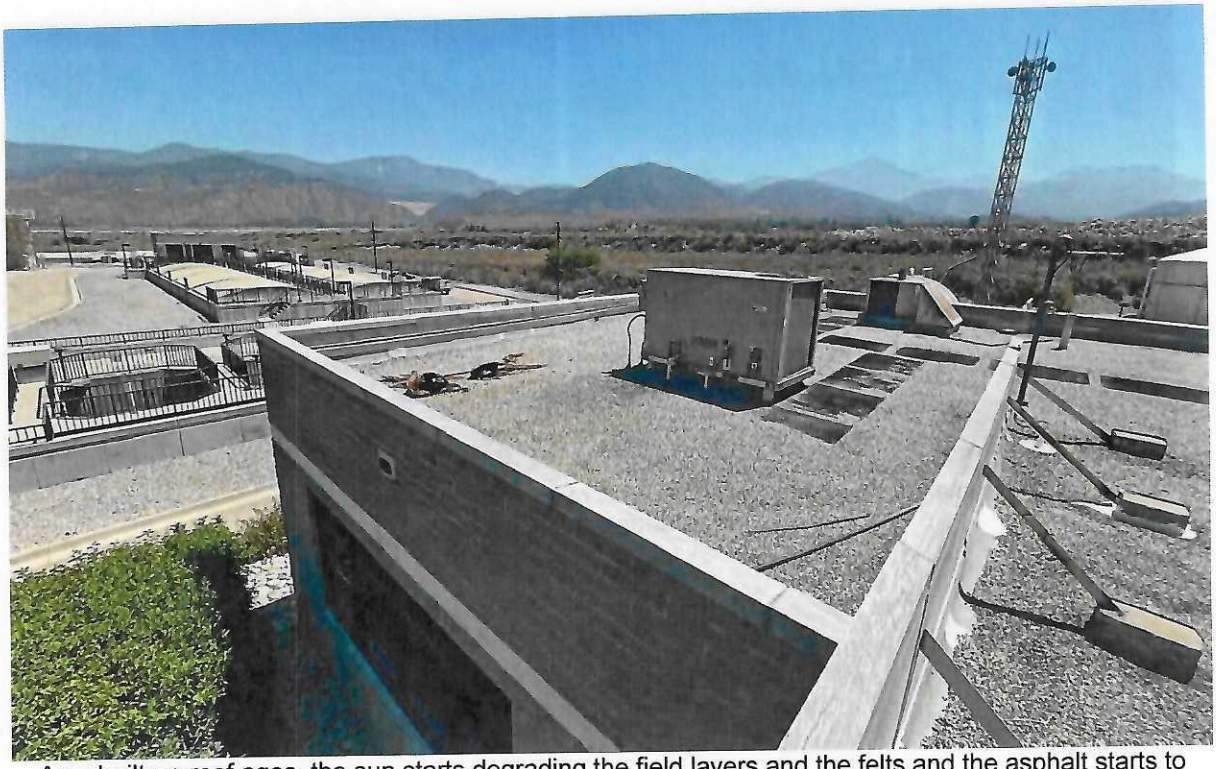
The Hinckley Water building for City of Redlands has a flat roof that appears to be the original roof that was installed when the building was built.

The roofing assembly consists of a metal deck, 2" of poly ISO insulation, ½" perlite cover board and a gravel surfaced built up roof.

INSPECTION PHOTOS



Typically, built-up roofs last between 12 and 15 years, then deteriorate. Gravel complicates the issue of leaks, as it makes it difficult to locate leaks. The roof is deteriorated and losing its ability to keep the building watertight. The above photo shows many repairs have been made to the lower part of the wall and to the equipment curbs and penetration flashings.



As a built-up roof ages, the sun starts degrading the field layers and the felts and the asphalt starts to degrade, and the seams separate allowing water into the building. This building has several sections to the roof, that are mostly separated by walls.

INSPECTION PHOTOS

The building has a parapet wall with a marble wall cap. The above picture shows the parapet wall cap has fallen off in many places. The roof terminates to counter flashing. It is recommended to apply WeatherWeld to the top outside edge of wall per spec.

Inside wall sections are also cement and supported with steals supports. All walls should be encapsulated during roof work to create a roof that is seamless.

INSPECTION PHOTOS

Steal supports have pitch pockets that will be encapsulated during roof work. The photo shows repairs have been made to pitch pockets with temporary mastic. Encapsulated pitch pockets will prevent leaks and create a seamless roof.

Rooftop equipment consists of HVAC units that are curb mounted and vent penetrations that are also curb mounted. All curbs will be encapsulated during roof work.

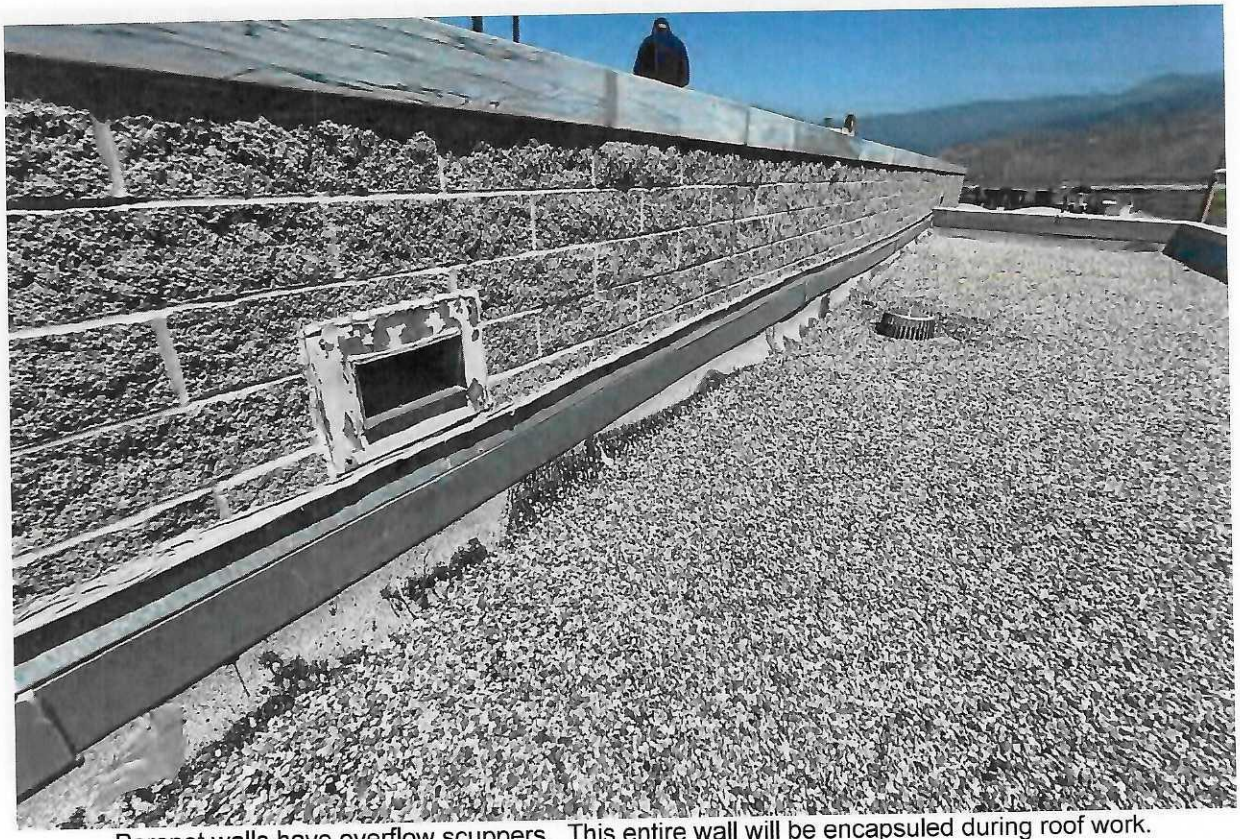
INSPECTION PHOTOS

The roof system has several curb mounted skylight penetrations. The skylight domes are in poor condition and will replaced as a line item during roof work.

This is a close-up photo of curb and the edge of the curb for a HVAC unit that has been repaired with temporary repair materials and, as you can see from the photo the repair materials have deteriorated and cracked.

INSPECTION PHOTOS

The roof drains to flush mount drains with overflow scuppers. Scuppers will be encapsuled during roof work.



Parapet walls have overflow scuppers. This entire wall will be encapsuled during roof work.

SECTION 07 56 00

FLUID APPLIED ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Seamless Fluid Applied Composite Roofing Systems.

B. Roof Flashings.

C. Roof Accessories.

1.2 RELATED SECTIONS

A. Section 06 10 00 - Rough Carpentry.

B. Section 07 62 00 - Sheet Metal Flashing and Trim.

C. Section 07 72 00 - Roof Accessories.

D. Section 22 30 00 - Plumbing Equipment.

E. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.3 REFERENCES

A. National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual.

B. ASTM International (ASTM):

1. ASTM C 728 - Standard Specification for Perlite Thermal Insulation Board.
2. ASTM D 570 - Standard Test Method for Water Absorption of Plastics.
3. ASTM D 1079 - Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials.
4. ASTM D1227 - Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
5. ASTM D 2523 - Standard Practice for Testing Load-Strain Properties of Roofing Membranes.
6. ASTM D 3019 - Standard Specification for Lap Cement Used with Asphalt Roll Roofing, Non-Fibered, and Fibered.
7. ASTM D 3909 - Standard Specification for Asphalt Roll Roofing (Glass Felt) Surfaced with Mineral Granules.

8. ASTM D 4263 - Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
9. ASTM D 4830 - Standard Test Methods for Characterizing Thermoplastic Fabrics Used in Roofing and Waterproofing.
10. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
11. ASTM E 548 - Standard Guide for General Criteria Used for Evaluating Laboratory Competence.
12. ASTM E 1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

C. Underwriters Laboratories (UL): ANSI/UL 790 - Standard Test Methods of Roof Coverings.

D. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide.

E. CRRC - Cool Roof Rating Council.

F. California Building Standards Code - Title 24.

G. Sheet Metal and Air Conditioning Contractors National Association, 1nc. (SMACNA) - Architectural Sheet Metal Manual.

1.4 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to Work in this Section.

1.5 PERFORMANCE REQUIREMENTS

A. General: Provide watertight roofing membrane and flashing system that does not permit the passage of water, resists uplift pressures specified in this section, and is capable of withstanding thermally induced movement and exposure to weather without failure.

B. Energy Performance:
1. Low-Slope Roofs: Provide roofing system with Solar Reflectance Index not less than 78 when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.
2. Roof membrane finish must comply with current California Title 24 Part 6 requirements:
   a. Minimum three (3) year aged solar reflectance: 0.55.
   b. Minimum Thermal Emittance: 0.75.

C. Wind Resistance: Provide roofing membrane, base flashings and component materials that comply with requirements in FMG 4450, FMG 4470, UL 580 or UL 1897 as part of a membrane roofing system.
1. Wind Load Resistance: 1-90

D. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG or another testing and inspecting agency acceptable to authorities having

jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.

1. Exterior Fire-Test Exposure: Class A ASTM E 108 for application and roof slopes indicated.

1.6 SUBMITTALS

A. Submit in accordance with Section 01 30 00 - Administrative Requirements.

B. Product Data: For each product note in this section, submit printed or digital copies of manufacturers product information including the following:
   1. Printed affirmation of performance characteristics.
   2. Roofing system design.
   3. Application Instructions.
   4. Technical Data Sheets.
   5. Material Safety Data Sheets.

C. Shop Drawings: Provide plan, elevation, section and isometric drawings outlining waterproofing conditions at transitions, terminations, penetrations and attachments to adjacent work.

D. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of the roofing system.

E. Research & Evaluation Reports: For components of the roofing system.
   1. Include report from UL, ICC, FMG or another testing and inspecting agency acceptable to authorities having jurisdiction, stating entire system meets fire-test-response characteristics listed.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: Installer must be authorized by roofing system manufacturer to perform all Work specified in this section and provide an executed manufacturer's warranty.

B. Manufacturer Qualifications: A qualified manufacturer that has UL listing for roofing system identical to that used for this project.

C. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.

D. Source Limitations: Obtain components for roofing system approved by roofing system manufacturer.

1.8 PRE-INSTALLATION CONFERENCE

A. Prior to commencement of Work, conduct a conference at project site. Comply with the requirements of Section 01 31 00 - Project Management and Coordination. Review and

affirm methods and procedures related to the work specified in this section, including but not limited to the following:

1. Meet with owner, architect, owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including the manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates, if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to project site in original containers, with seals unbroken, and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage. For bulk-delivered materials, identify manufacturer's name and product designation with delivery receipts and material manifests.

B. Store liquid materials in their original, undamaged containers in a clean, dry and protected location, and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

C. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

D. Protect roofing materials from physical damage and from deterioration due to sunlight, moisture, soiling and other sources. Store in a dry location. Comply with manufacturer's written instructions for handling, storing and protecting during installation.

1.10 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecast weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

A. Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of roofing system within specified warranty period.
   1. Warranty includes roofing membrane and base flashings.
   2. Warranty Period: Forty (40) years from date of Substantial Completion.

B. Coating Warranty: Manufacturer's standard form, without monetary limitation, in which coating manufacturer agrees to repair or replace coating that fails in materials or workmanship within specified warranty period. Failure includes shrinkage, flaking, chipping and peeling during normal wear.
   1. Warranty Period: Twelve (12) years from date of Substantial Completion.

C. Project Warranty: Submit roofing installer's warranty, signed by installer, covering work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards and walkway products for the following warranty period:
   1. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Liquiform Technologies Inc - WeatherWeld
   1. Subject to compliance with requirements, provide the following composite roofing membrane System: R-1P-16-45-A.
   2. Within 72 hours of the job walk, equal systems from Ecology Roof Systems or Tremco Roofing will be considered, providing the systems meet warranty requirements, physical characteristics and do not use solvents or fire during installation.

2.2 COMPOSITE MEMBRANE SYSTEM

A. Roofing system shall comply with 2019 CBC, Chapter 15.

B. Physical Characteristics:
   1. Total weight: 2.23 pounds per square foot (1.01 kg) dry.
   2. Total thickness: 375 mil dry.
   3. Minimum Strength: 300 psi (2068 kN/m2) per ASTM D 4830.
   4. Minimum Elongation: 10% per ASTM D 4830.
   5. Minimum Puncture Resistance: 700 lb. (318 kg) per ASTM D 4830.
   6. Water Absorption: 1% max by weight per ASTM D 570.
   7. Fire Rating: UL Class "A" assembly.

2.3 COMPOSITE MEMBRANE MATERIALS

A. Base Sheet: Glass felt impregnated asphalt roll roofing surfaced with mineral granules conforming to ASTM D 3909 Class III.
   1. VOC Content (Maximum): 0 g/l.

B. Base Sheet Adhesive: General purpose roof adhesive meeting or exceeding the requirements of ASTM D 3019 Type III.
   1. VOC Content (Maximum): 300 g/l.
   2. Weight per Gallon: 8.3 - 8.5 Lbs (994 - 1017 g/l).
   3. Solids Content by Volume: 70%.

C. Polyester Sheet Base Sheet:
   1. Elongation (Initial): 61-63%.
   2. Tensile Strength: 57.1 lbs.
   3. Tear Strength: 16.1 lbs.
   4. Weight: 3 oz/ sq. yd.

D. Asphalt Emulsion: WeatherWeld Asphalt Emulsion meeting or exceeding the requirements of ASTM D1227.
   1. VOC Content (Maximum): 0 g/L.
   2. Weight: 8.5 – 9.1 Lbs./Gal. (1018 - 1089 g/l).
   3. Solids Content by Volume: 49-53%.

E. Fiberglass Reinforcement (Type E): Multi-end continuous fiberglass roving designed for spray operations.

F. Surfacing:
   1. Acrylic Surfacing: CA Title 24 Cool Roof Reflective Coating as supplied by the manufacturer of the membrane system.
      a. Solids Content by Volume: >45-50%.
      b. VOC Content (maximum): 400 g/l.
      c. Weight: 7.7 - 8.7 lbs./Gal. (922 – 1041 g/l).
      d. Solar Reflectance:
         1) Initial: 0.53.
         2) 3 Year Aging: 0.42.
      e. Thermal Emittance:
         1) Initial: 0.50.
         2) 3 Year Aging: 0.56.
      f. Solar Reflectance Index (SRI)
         1) Initial: 48.
         2) 3 Year Aging: 33.
   2. Aluminum Coating:
      a. Solids Content by Volume: >22-26%.
      b. VOC Content (maximum): 50 g/l.
      c. Weight: 9.2 - 9.6 lbs. (1100 – 1150 g/l).
      d. Solar Reflectance:
         1) Initial: 0.51.

2) 3 Year Aging: 0.50.

e. Thermal Emittance:
1) Initial: 0.55.
2) 3 Year Aging: 0.53.

f. Solar Reflectance Index (SRI)
1) Initial: 47.
2) 3 Year Aging: 44.

2.4 AUXILIARY MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.

B. Fasteners: Factory-coated steel fasteners and metal meeting corrosion-resistance provisions in FMG 4470, designed for fastening roofing membrane components to substrate, tested by manufacturer for required pullout strength and acceptable to roofing system manufacturer.

C. Flashing Cement: Trowel grade SBS-modified flashing cement made from heavy-bodied asphalt reinforced with organic fibers.
1. VOC Content (Maximum): 290 g/l.
2. Weight per Gallon: 8.25 – 9.25 Lbs (988 – 1107 g/l).

D. Metal Flashing Sheet: Metal flashing sheet as specified in Division 07 Section "Sheet Metal Flashing and Trim."

E. Separation Sheet:
1. Elongation: 50%.
2. Puncture Resistance: 535 lbs.
3. Tensile Strength: 205 lbs.
4. Tear Strength: 85 lbs.
5. Weight: 8 oz/ sq. yd.

2.5 ACCESSORIES

A. General: Roofing accessories recommended by manufacturer for intended use and compatible with membrane roofing.

B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate and acceptable to roofing system manufacturer.

C. Cant Strips: ASTM C 728 perlite insulation board.

D. Wood Nailer Strips: Comply with requirements in Division 06 Section "Miscellaneous Carpentry."

E. Tapered Edge Strips: ASTM C 728 perlite insulation board.

F. Substrate Joint Tape: 6 inch (152mm) or 8 inch (203mm) wide, coated, glass-fiber joint tape.

2.6 WALKWAYS

A. Walkway Pads: Mineral-granule-surfaced, reinforced asphaltic composition, slip-resisting pads, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 1/2 in (13mm). thick, minimum.
   1. Pad Size: 36 inches by 60 inches (914mm x 1524mm) minimum.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates, work areas and field conditions, for compliance with the following requirements and other conditions which may affect the performance of roofing system:
   1. Verify that surfaces are clean, rigid, dry, smooth and free from cracks, holes, blisters, debris and sharp changes in elevation greater than 1/4 inch (6mm).
   2. Verify that roof openings and penetrations are adequately installed, and that roof drains are securely clamped in place.
   3. Verify that cants, blocking, curbs and nailers are securely anchored and installed in accordance with manufacturers requirements.
   4. Verify that all drains and scuppers are free of ruptures and sealed on all four sides on the exterior face of walls.
   5. Verify that surface plane flatness and fastening of roof deck complies with manufacturers requirements.
   6. Verify that concrete curing compounds and any chemicals that may impair adhesion of roofing components have been removed.
   7. Verify that substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method in accordance with ASTM D 4263.
   8. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prior to application, clean surface with water. Where wash water must be reclaimed due to contamination concentrations, roof water collection design of the building or local ordinances. Conform to local requirements for disposal of wash water.

B. Clean substrate of dust, debris, moisture and other substances detrimental to roofing installation in accordance with the roofing system manufacturer's written instructions.

C. Remove or correct all sharp projections which may interfere with the integrity of the membrane.

D. Protect roof drains and edges during construction to prevent materials from entering roof drains and conductors or migrating onto surfaces of adjacent construction. Remove roof drain plugs when no work is taking place or when rain is forecast.

E. Protect adjacent materials and lower paving, prior to starting work, in accordance with roofing system manufacturer's instructions.

3.3 ROOFING MEMBRANE INSTALLATION - GENERAL

A. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA.

B. Commence installation of roofing membrane in presence of roofing system manufacturer's technical personnel.

C. Cooperate with testing and inspecting agencies engaged or required to perform services during roofing system installation.

D. Coordinate installation so materials that will not be permanently exposed are not subject to moisture or left uncovered at the end of a workday.

1. Provide tie-offs at the end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement with joints and edges sealed.
2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
3. Remove and discard temporary seals before beginning work on adjoining roofing.

E. Substrate Joint Penetrations: Prevent roofing cement from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.4 POLYESTER LEVELING SYSTEM

A. Over the prepared gravel roof, apply one layer of polyester ply embedded in emulsion at rate of 15 gal. of undiluted emulsion per 100 sq. ft (6.1 L/m^2).

B. Both polyester ply and emulsion must be thoroughly saturated, creating a solid surface.

C. Extend polyester leveling system to cover the entire embedded gravel roof.

3.5 FLASHING INSTALLATION

A. Refer to the manufacturer's application manual for flashing of specific details.

B. Materials used in these steps are in addition to the main fiberglass composite application.

C. All flashings must have a minimum 750 mil of fiberglass composite upon completion of the installation.

D. Expansion and Control Joints: Any joint in the structure intended to allow for movement must be divorced from the seamless reinforcement composite. Install an 18 inch (457mm).

wide dry slip sheet consisting of inverted (mineral-side down) cap sheet, laid dry over the joint and extending 36 inches (914mm) at each end. Over the slip sheet, solidly adhere a 36 inches (914mm) polyester ply in 4 gallons per 100 square feet (1.63 L/m^2) of emulsion and reinforce with 750 mil of seamless composite.

E. Base Flashings and Cant Strips: Minimum 3 inch (76mm) cant strips must be installed at base flashings, walls and curbs. Set cant in adhesive or nail every 24 inches (610mm) on center. Miter cants at ends to provide a smooth transition.

F. Corners: 20 feet (6096mm) from each inside or outside structural building corner, install a 12 inch (305mm) strip of cap sheet, laid mineral side down, dry into the base flashing half up the wall, half on the roof, to provide a slip sheet for building movement between the roof deck and vertical wall. Over the slip sheet, install an 18 inch (457mm) strip of polyester half up the vertical and half on the roof, solidly adhered in 6 gal. per 100 square feet (1.63 L/m^2) of emulsion.

G. Pipe Penetrations: All penetrations must be flashed with a minimum 24 gauge galvanized sheet metal storm collars attached approximately 1 inch (25mm) above the top of the flashing boot, secured with a draw band and approved sealant.

H. Roof Drains and Scuppers:
1. Install 750 mil of fiberglass composite completely into the drain and seal to the bowl.
2. Ensure that all field applications adhere to the sides of the drain bowl.
3. After system is dry, reinstall compression ring.
4. Wall scuppers shall be treated so that field layers of composite extend 2 inches (51mm) beyond the field applications, to adhere a minimum of 2 inches (51mm) to the metal of the inside of the scupper.
5. Plastic drains are not suitable for attachment of seamless reinforcement composite materials and are not acceptable for use in conjunction with work specified in this section.

I. Edge Flashing:
1. Install 24 gauge galvanized steel sheet drip edge flashing with rise sufficient in width and height to tightly lay over the metal edge. Metal must be wide enough to cover any outside gap in the fascia and allow a 4 inch (102mm) flange onto the roof deck. Lap ends a minimum of 4 inches (102mm) with sealant and fasteners.
2. Stagger field attachment on 6 inch (152mm) centers. Adhere a continuous strip of self-adhering membrane to the metal flange approximately 2 inches (51mm) from the edge and 6 inches (152mm) onto the existing roof surface.
3. Reinforce with 750 mil of seamless composite. Extend field application of composite to the outside edge of the metal flashing.
4. Ensure that composite is flush with the edge such that water does not pond.

J. Crickets: Where indicated in the contract drawings, tapered insulation crickets must be installed to eliminate ponding water.

K. Parapet Walls:

1. Apply 375 mil composite application up and over parapet walls, extending down the outside edge of the wall a minimum of 1 inch (13 mm).
2. Cover parapet wall tops with 375 mil of seamless composite prior to installation of the coping.
3. Install a minimum 24 gauge metal coping cap with continuous cleat attached on the outside of the wall to meet FM 1-90 wind uplift requirements.
4. Sheet metal joints must be field-soldered or have cover plates solidly installed in sealant and anchored to meet FM 1-90 wind uplift requirements.

L. Concrete Masonry Unit Parapets: Apply 375 mil of seamless composite to the outside edges of concrete walls such that the seamless composite seals a minimum of 3 inches (76mm) to the CMU and forms a solid continuous seal to the top of the wall.

M. Pipe Supports:
1. All pipes 2 inches (51mm) in diameter or less must be supported with polymer pipe supports at no greater than 8 feet (2438mm) on center.
2. Install in accordance with support manufacturer guidelines for spacing requirements. Traffic pad cushions must be installed under pipe supports. Fasteners must not penetrate the roofing membrane.
3. All pipes over 2 inches (51mm) in diameter must be supported in movable pipe hangers or other approved support system.

3.6 SEAMLESS COMPOSITE REINFORCEMENT INSTALLATION

A. Apply one layer of the composite roofing at the following ratio:
1. Asphalt Emulsion (undiluted): 45 gal. per 100 square feet (18.3 L/m2).
2. Fiberglass Reinforcement: 16 lb. per 100 square feet (0.78 Kg/m2).

B. No water or other material may be added to the emulsion to thin or extend pot life.

C. Fiberglass must be disbursed from the applicator in varying intertwined lengths, up to 24 inches (610mm).

D. Thoroughly mix fiberglass and emulsion prior to application on roof deck.

E. Any loose strands must be brushed by hand, removed or filled-in with emulsion to create a solid surface.

F. Upon completion, no area may be less than 375 mil dry film thickness (DFT).

G. Areas such as base flashings and penetrations, where application exceeds 500 mils wet, must be brushed by hand to prevent surface crazing.

3.7 REFLECTIVE COATING INSTALLATION

A. Prior to reflective coating application, wash the roof surface with water. Do not commence application until the system has thoroughly dried, as registered by a reading of zero on a calibrated moisture meter.

B. Apply Title 24 roof coating at a minimum of 1 1/2 gal. per 100 square feet (0.6 L/m2). in each of two passes to total 3 gallons per 100 square feet. (1.2 L/m2). Back rolling is recommended to ensure even coverage throughout.

C. Apply reflective aluminum roof coating at a minimum of 1 1/2 - 2 1/2 gal. per 100 square feet. (0.6 – 1.0 L/m2). Back rolling is recommended to ensure even coverage throughout.

3.8 WALKWAY INSTALLATION

A. Walkway Pads:
1. Install walkway pads using units of size indicated on contract drawings.
2. Where not expressly specified, install manufacturer's recommended size for the location and anticipated traffic volume.
3. Install walkway pads with a cold adhesive compatible with the membrane specified

3.9 FIELD QUALITY CONTROL

A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to architect.

B. Notify architect or owner 48 hours in advance of date and time of inspection.

C. Repair or replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.

D. Additional testing and inspecting, at contractor's expense, will be performed to determine compliance of repaired or replaced work with specified requirements.

3.10 PROTECTING AND CLEANING

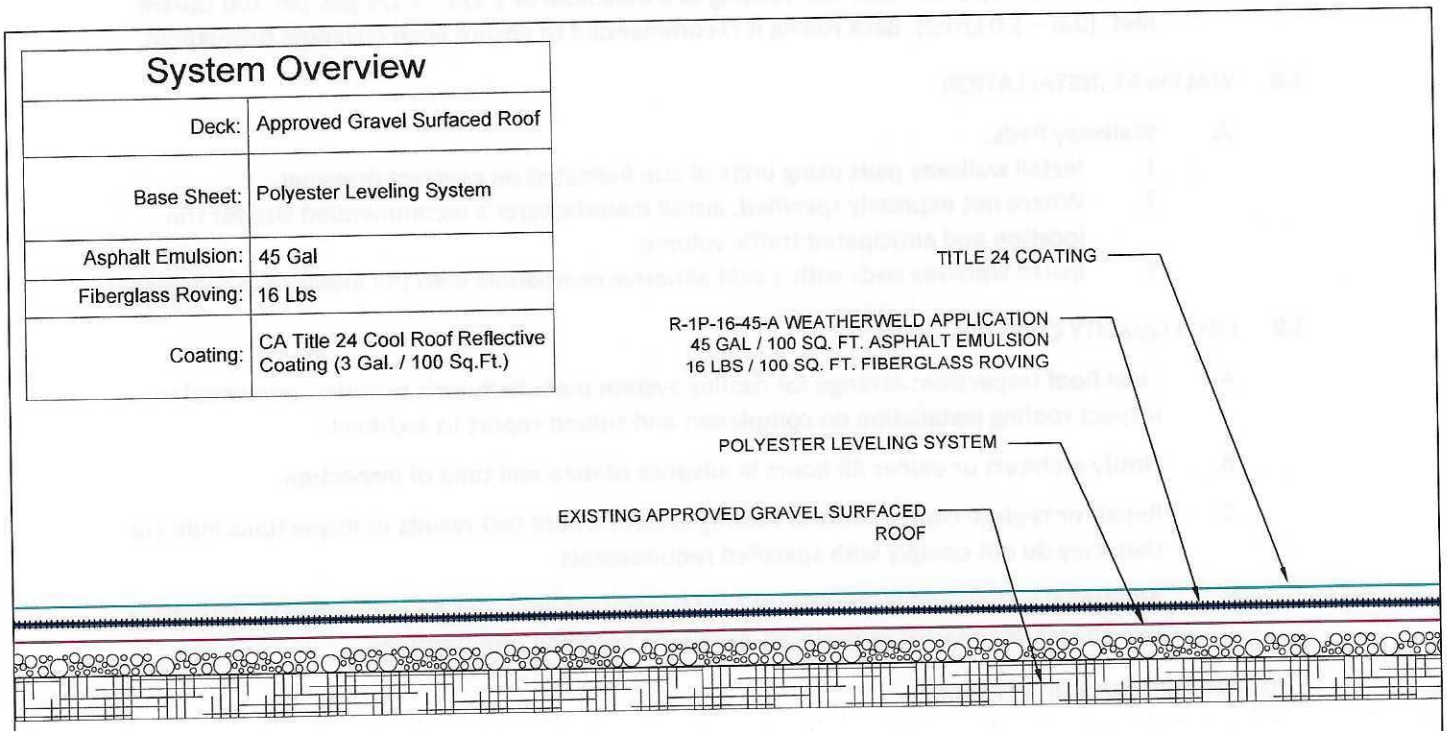
A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roof for deterioration and damage. Where any defects or damage are identified describe their nature and extent in a written report, with copies to architect and owner.

B. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

System Overview

Deck:	Approved Gravel Surfaced Roof
Base Sheet:	Polyester Leveling System
Asphalt Emulsion:	45 Gal
Fiberglass Roving:	16 Lbs
Coating:	CA Title 24 Cool Roof Reflective Coating (3 Gal. / 100 Sq.Ft.)



SYSTEM

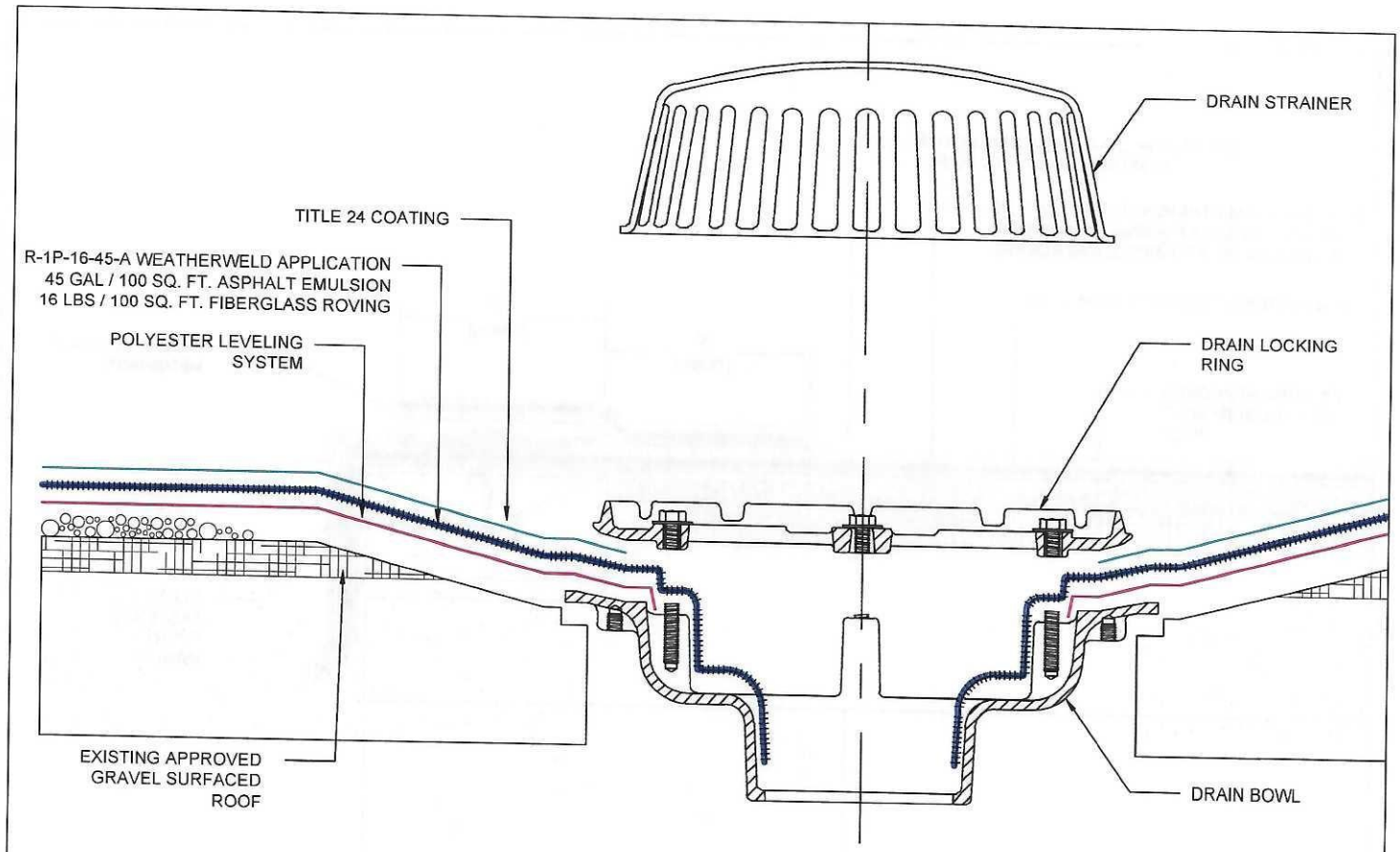
R-1P-16-45-A

WEATHERWELD
A DIVISION OF LIQUIFORM TECHNOLOGIES, INC.

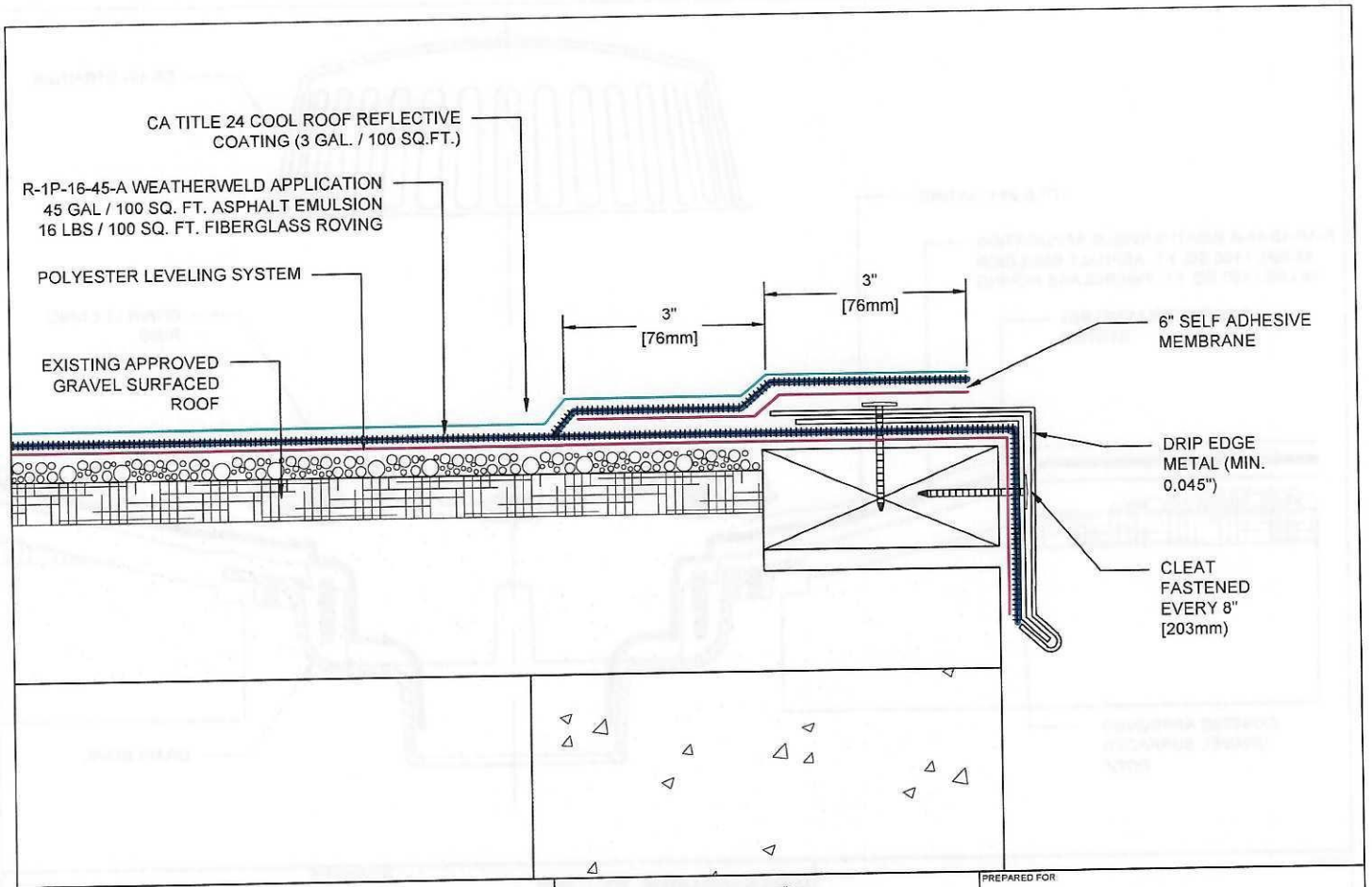
9757 7th Street
Suite 803
Rancho Cucamonga, CA 91730-5297
(888) 440-3224
www.weatherweld.com

PREPARED FOR

DRAWING TITLE	DESIGNED BY	DRAWN BY	CHECKED BY	DATE	SCALE
SYSTEM OVERVIEW				11/11/20	NTS



SYSTEM		PREPARED FOR				
R-1P-16-45-A	WEATHERWELD A DIVISION OF LIQUIFORM TECHNOLOGIES, INC. 9757 7th Street Suite 803 Rancho Cucamonga, CA 91730-5297 (888) 440-3224 www.weatherweld.com					
	DRAWING TITLE DRAIN DETAIL	DESIGNED BY	DRAWN BY	CHECKED BY	DATE 11/11/20	SCALE NTS



SYSTEM

R-1P-16-45-A

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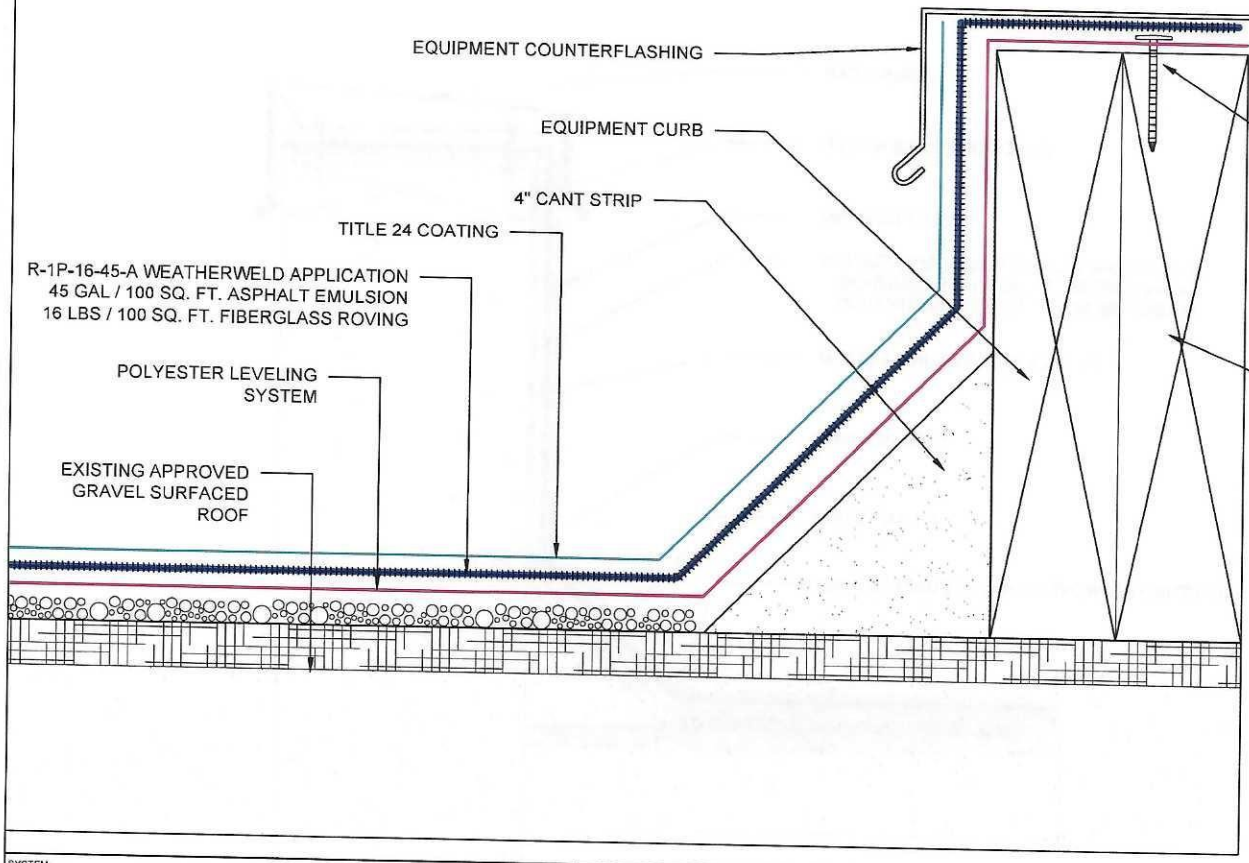
www.weatherweld.com

PREPARED FOR

DRAWING TITLE	DESIGNED BY	DRAWN BY	CHECKED BY	DATE	SCALE
EDGE FLASHING				11/11/20	NTS



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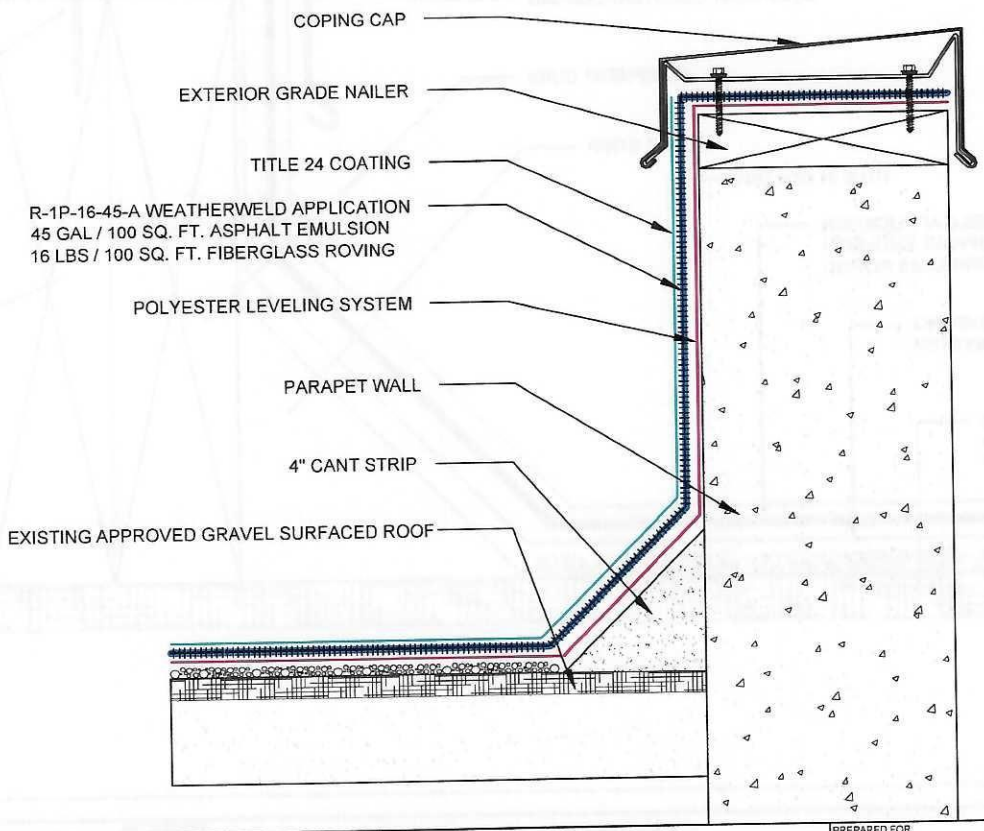
	DRAWING TITLE: EQUIPMENT PAD FLASHING	DESIGNED BY	DRAWN BY	CHECKED BY	DATE: 11/11/20	SCALE: NTS



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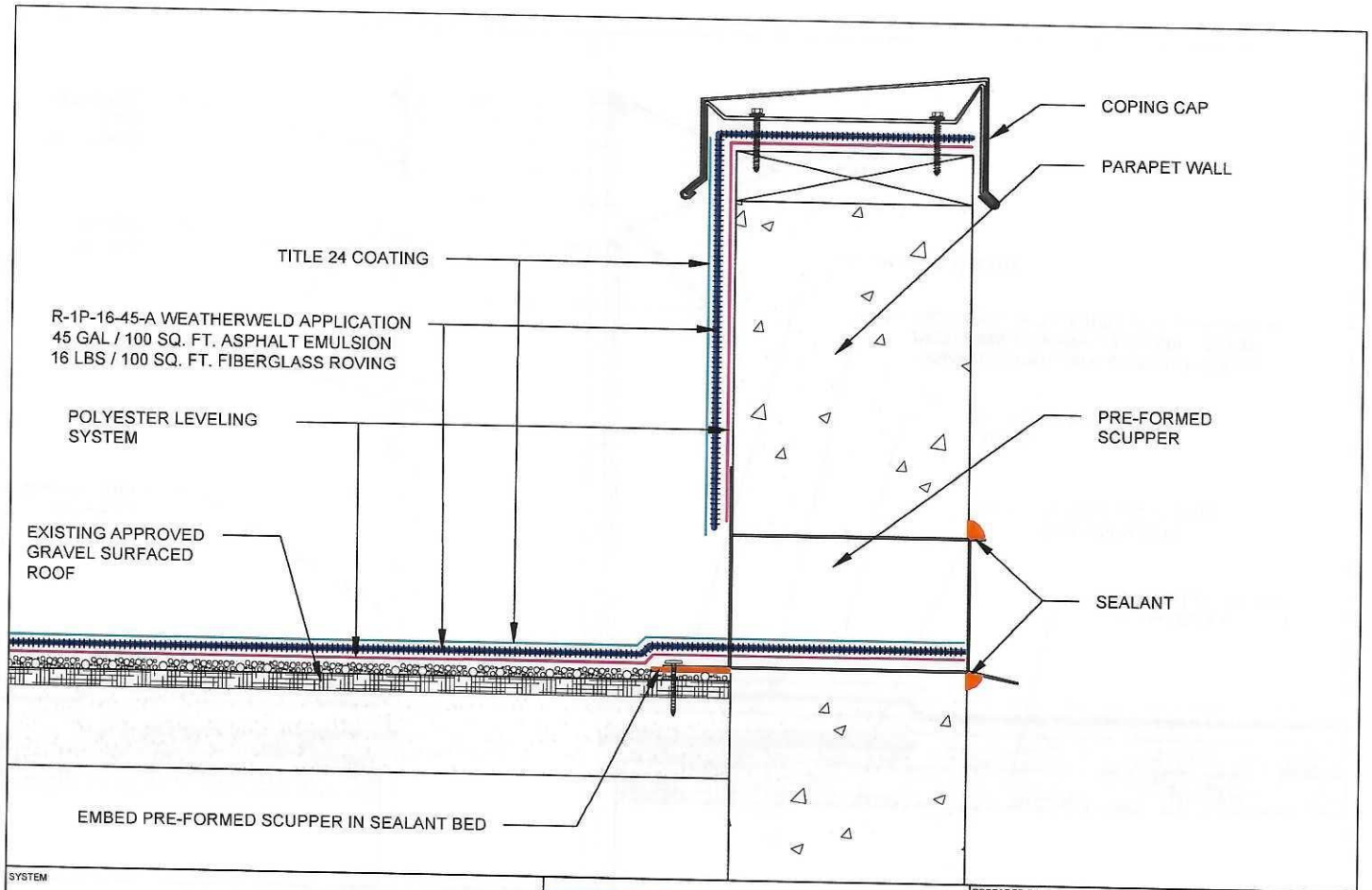
	DRAWING TITLE: PARAPET WALL FLASHING	DESIGNED BY	DRAWN BY	CHECKED BY	DATE 11/11/20	SCALE NTS



SYSTEM		PREPARED FOR
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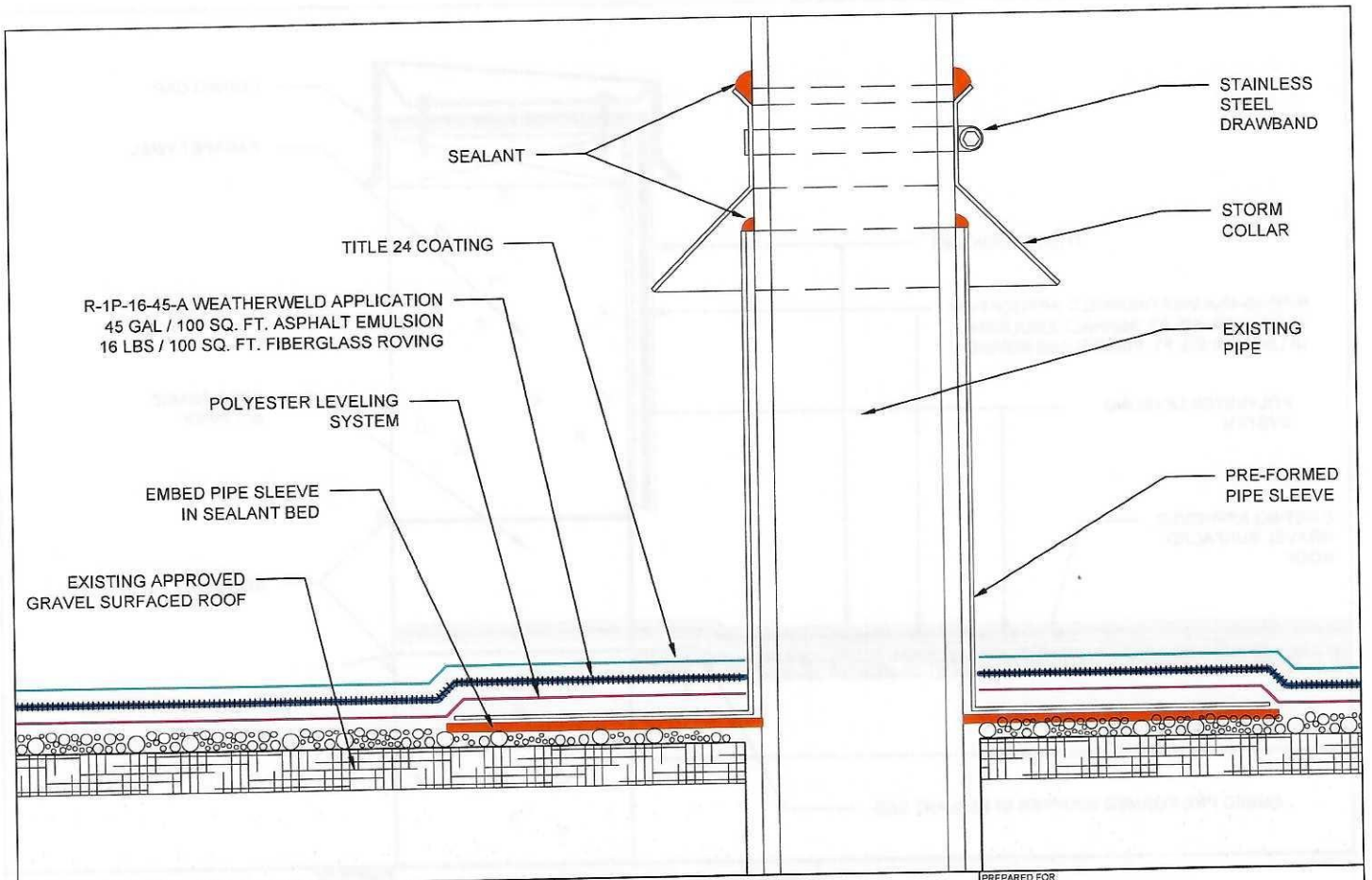
DRAWING TITLE	DESIGNED BY	DRAWN BY	CHECKED BY	DATE	SCALE
SCUPPER FLASHING				11/11/20	NTS



SYSTEM		PREPARED FOR				
R-1P-16-45-A	WEATHERWELD A DIVISION OF LIQUIFORM TECHNOLOGIES, INC. 9757 7th Street Suite 803 Rancho Cucamonga, CA 91730-5297 (888) 440-3224 www.weatherweld.com					
	DRAWING TITLE PIPE FLASHING	DESIGNED BY	DRAWN BY	CHECKED BY	DATE 11/11/20	SCALE NTS

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **30th day of June 2022 at 11:30 a.m.** on behalf of the Facilities and Community Services Department for **Horace Hinckley Water Treatment Roofing Project – FCS04222022KG**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (N/A)	Total Bid Amount
1	McDonnel Roofing, Riverside CA	Yes	Yes	N/A	$118,002.25
2	4 Seasons Roofing, Montebello CA	Yes	Yes	N/A	$140,540.00
3	Rite-Way Roof Corp., Fontana CA	Yes	Yes	N/A	$149,983.00
4	FC & Sons Roofing, Bell Gardens CA	Yes	Yes	N/A	$177,298.00
5	Best Contracting Services, Gardena CA	Yes	Yes	N/A	$182,014.30

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Kathleen Giorgianni

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 9/20/2022

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**
Water Service	501900			$ 118,003.00
				$ $ 118,003.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ $ 0.00

JUSTIFICATION: Replacement of deteriorated Hinckley WTP roof.

Requested By: John R. Harris JRH
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 6th day of September, 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 McDonnell Roofing, 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: Hinckley Water Treatment Plant Roof Replacement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Hinckley Water Treatment Plant Roof Replacement Project – FCS04222022KG (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of One Hundred Eighteen Thousand Threet dollars ($118,003) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within sixty (60) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of the 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 the 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)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
Hinckley Water Treatment Plant Roof Replacement Project
FCS04222022KG

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 _____, 2022.

_____
(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 McDonnell Roofing, Inc. (hereinafter designated as "Principal") have entered into an agreement dated September 20,, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Hinckley Water Treatment Plant Roof Replacement Project and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, McDonnell Roofing, Inc, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall

mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2022.

(SEAL)

_____
(Contractor)

_____
(Signature)

(Seal and Notarial Acknowledgment of Surety)

(SEAL)

_____
(Surety)

BY: _____
(Signature)

Address:_____

_____

Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and McDonnell Roofing, 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 September 20, 2022, and identified as Hinckley Water Treatment Plant Roof Replacement Project – FCS04222022KG 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 _____ 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 _____, 2022.

(SEAL)

_____
(Contractor)

_____
(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

_____
(Surety)

BY: _____
(Signature)

Address:_____

_____

Telephone: ( )_____

City Council/Successor Agency Meeting **I. 14.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8380 adopting a Five-Year Capital Project Needs Analysis for FY 23/24 through FY 27/28 and determining this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve Resolution No. 8380.

RECOMMENDATION:

Staff recommends City Council adoption of Resolution No. 8380.

DISCUSSION:

In November 1989, San Bernardino County voters approved passage of Measure I, which imposes a one-half of one percent retail transaction and use tax within the County of San Bernardino. Although the Measure I tax was scheduled to sunset in 2010, San Bernardino County voters approved the renewal of Measure I in November 2004 for thirty (30) additional years from 2010 to 2040.

The Measure I Strategic Plan requires each local jurisdiction receiving a portion of Measure I revenues to annually adopt a Five-Year Capital Project Needs Analysis (CPNA). The CPNA outlines the specific regional projects for which Measure I funds will be expended. San Bernardino County Transportation Authority (SBCTA) staff uses the CPNA and additional information to conduct a

cash-flow analysis. Once the analysis is completed, a recommendation for apportionment and specific project allocations are considered by the SBCTA Policy Committee and Board of Directors to determine budgets for each jurisdiction for the next five (5) years.

A portion of Measure I funding is combined with Development Impact Fees collected by the City from each new development to construct transportation improvements. The City is required to adopt the attached resolution to remain eligible for its proportional share of Measure I revenue disbursements from SBCTA. Approval of Resolution No. 8380 allows staff to request reimbursement from Measure I revenues when expenditures related to each of the listed projects occur.

Projects listed in the Five-Year CPNA (FY 23/24 through FY 27/28) include:

- Traffic signal installation at Ford Street and Interstate 10 (I-10) eastbound off-ramp and westbound on-ramp;
- Intersection improvements at University Street and Colton Avenue;
- Traffic signal installation at Dearborn Street and Citrus Avenue;
- Traffic signal installation at Wabash Avenue and Citrus Avenue;
- Widen San Bernardino Avenue to four lanes from Church Street to Wabash Avenue;
- Widen Pioneer Avenue to four lanes from Furlow Drive to Texas Street;

Adoption of Resolution No. 8380 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA), as it can be seen with certainty that approval of this Resolution will have no physical effect on the environment.

ALTERNATIVES:

City Council may elect to deny the staff recommendation. However, the City will not be eligible for future Measure I revenue disbursements if the Resolution is not adopted.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with approval of Resolution No. 8380. Anticipated Measure I revenues and eligible project expenditures are included in the Operating Budget each fiscal year.

Attachments

Resolution No. 8380

RESOLUTION NO. 8380

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS FOR FISCAL YEARS 2023/2024 THROUGH 2027/2028.

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing the San Bernardino County Transportation Authority to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can only be used for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-1 of the Authority; and

WHEREAS, the Strategic Plan requires each local jurisdiction applying for revenue from certain Measure I Programs to annually adopt and update a Five-Year Capital Project Needs Analysis.

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

Section 1. This City Council determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15061(b)(3), as it can be seen with certainty by this City Council that the approval of this Resolution establishing a Five-Year Capital Project Needs Analysis will have no physical effect on the environment.

Section 2. That the Measure I Five-Year Capital Project Needs Analysis for Fiscal Years 2023/2024 through 2027/2028, attached to this Resolution as Exhibit "A," is hereby adopted.

ADOPTED, SIGNED AND APPROVED this 6th day of September, 2022.

_____
Paul T. Barich, 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 6th day of September, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

MEASURE I FIVE-YEAR CAPITAL PROJECT NEEDS ANALYSIS

Capital Project Needs Analysis
City of Redlands
Valley Arterial Sub-Program

Nexus Project Cost	$ 812,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	76.9%
Dev. Share:	23.10%

Project Information	Phase	Funding	PRIOR*	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FUTURE
Construct a Traffic Signal at the Intersection of Ford St and I-10 WB On-ramp	**PA&ED**								
	Total Cost:	**$10,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ 7,690.00	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ 2,310.00	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
$812,000.00	**Total Cost:**	**$202,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ 155,338.00	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ 46,662.00	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$624,428.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$600,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ 461,400.00	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ 138,600.00	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2022/2023 expenses.

Reference: Measure I Policies 40005 and 40006

Capital Project Needs Analysis
City of Redlands
Valley Arterial Sub-Program

Nexus Project Cost	$ 812,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	76.9%
Dev. Share:	23.10%

Project Information	Phase	Funding	PRIOR*	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FUTURE
Construct a Traffic Signal at the Intersection of Ford St and I-10 Off Ramp	**PA&ED**								
	Total Cost:	**$10,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ 7,690.00	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ 2,310.00	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$202,000.00**							
$812,000.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ 155,338.00	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ 46,662.00	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$624,428.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$600,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ 461,400.00	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ 138,600.00	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2022/2023 expenses.

Reference: Measure I Policies 40005 and 40006

Capital Project Needs Analysis
City of Redlands
Valley Arterial Sub-Program

Nexus Project Cost	**$**	**750,000**
Dev. Loan?	**No**	
5-Year Advance?	**No**	
Public Share:	**76.9%**	
Dev. Share:	**23.10%**	

Project Information	Phase	Funding	PRIOR*	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FUTURE
Intersection Improvements at University and Colton	**PA&ED**								
	Total Cost:	**$50,000.00**							
	Fund Type:	MSI Arterial	$ -	$ 38,450.00	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ 11,550.00	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
$750,000.00	**Total Cost:**	**$100,000.00**							
	Fund Type:	MSI Arterial	$ -	$ 76,900.00	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ 23,100.00	$ -	$ -	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$576,750.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$600,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ 461,400.00	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ 138,600.00	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2022/2023 expenses.

Reference: Measure I Policies 40005 and 40006

Capital Project Needs Analysis
City of Redlands
Valley Arterial Sub-Program

Nexus Project Cost	$ 750,000
Dev. Loan?	No
5-Year Advance?	No
Public Share:	76.9%
Dev. Share:	23.10%

Project Information	Phase	Funding	PRIOR*	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FUTURE
Construct a Traffic Signal at the Intersection of Dearborn St and Citrus Ave	**PA&ED**								
	Total Cost:	**$50,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ 38,450.00	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ 11,550.00	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$100,000.00**							
$750,000.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ 76,900.00	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ 23,100.00	$ -	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$576,750.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$600,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ 461,400.00	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ 138,600.00	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2022/2023 expenses.

Reference: Measure I Policies 40005 and 40006

Capital Project Needs Analysis
City of Redlands
Valley Arterial Sub-Program

Nexus Project Cost	**$**	**750,000**
Dev. Loan?	**No**	
5-Year Advance?	**No**	
Public Share:	**76.9%**	
Dev. Share:	**23.10%**	

Project Information	**Phase**	**Funding**	**PRIOR***	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**FUTURE**
Construct a Traffic Signal at the Intersection of Wabash Ave and Citrus Ave	**PA&ED**								
	Total Cost:	**$50,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ 38,450.00	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ 11,550.00	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$100,000.00**							
$750,000.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ 76,900.00	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ 23,100.00	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$576,750.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$600,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ 461,400.00	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ 138,600.00	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2022/2023 expenses.

Reference: Measure I Policies 40005 and 40006

Capital Project Needs Analysis
City of Redlands
Valley Arterial Sub-Program

Nexus Project Cost	$	641,700
Dev. Loan?	No	
5-Year Advance?	No	
Public Share:	76.9%	
Dev. Share:	23.10%	

Project Information	Phase	Funding	PRIOR*	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FUTURE
Widen San Bernardino Ave from Church St to Wabash Ave from 2 to 4 lanes	**PA&ED**								
	Total Cost:	**$100,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ 76,900.00	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ 23,100.00	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$541,700.00**							
$641,700.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ 416,567.00	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ 125,133.00	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$493,467.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Comments:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$0.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2022/2023 expenses.

Reference: Measure I Policies 40005 and 40006

Capital Project Needs Analysis
City of Redlands
Valley Arterial Sub-Program

Nexus Project Cost	**$ 1,500,000**
Dev. Loan?	**No**
5-Year Advance?	**No**
Public Share:	**76.9%**
Dev. Share:	**23.10%**

Project Information	Phase	Funding	PRIOR*	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FUTURE
Widening Pioneer Ave from Furlow Dr to Texas St from 2 to 4 lanes	**PA&ED**								
	Total Cost:	**$150,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ 115,350.00	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ 34,650.00	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Current Total Project Cost Estimate:	**PS&E**								
	Total Cost:	**$225,000.00**							
$1,500,000.00	**Fund Type:**	MSI Arterial	$ -	$ -	$ -	$ -	$ 173,025.00	$ -	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ 51,975.00	$ -	$ -
Total Measure I Request:		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$1,153,500.00		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
(Summation of Measure I)	**ROW**								
	Total Cost:	**$150,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ 115,350.00	$ -	$ -
Comments:		DEV FEE	$ -	$ -	$ -	$ -	$ 34,650.00	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	CONST								
	Total Cost:	**$975,000.00**							
	Fund Type:	MSI Arterial	$ -	$ -	$ -	$ -	$ -	$ 749,775.00	$ -
		DEV FEE	$ -	$ -	$ -	$ -	$ -	$ 225,225.00	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		- Select Fund -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Other: _____	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Prior should identify any expenses incurred in prior years that have not yet been reimbursed by SBCTA including anticipated FY 2022/2023 expenses.

Reference: Measure I Policies 40005 and 40006

Measure I Valley Major Street/Arterial Sub-Program
Summary of Allocations, Balances & Special Arrangements

	SHARES	ALLOCATIONS	BALANCES		SPECIAL ARRANGEMENTS	
Jurisdiction	Current Equitable Share*	FY10/11 thru FY22/23	Reimbursements FY10/11 thru 5/16/22	Allocation Balance	Approved Advances @ 5/16/22	Term Loan Collateral @ 5/16/22
Chino	7.591%	$15,855,529	$298,946	$15,556,583	$10,500,000	
Chino Hills	2.194%	$3,043,718	$0	$3,043,718		
Colton	2.534%	$5,659,632	$387,519	$5,272,114		
Fontana	19.400%	$34,015,223	$7,078,632	$26,936,591		
Grand Terrace	1.389%	$3,102,301	$151,462	$2,950,839		
Highland	6.777%	$15,081,238	$4,290,669	$10,790,569		$5,391,695
Loma Linda	4.074%	$9,099,188	$2,591,019	$6,508,170		
Montclair	0.597%	$1,333,386	$1,913,734	-$580,349	$1,033,100	$452,751
Ontario	12.272%	$27,409,239	$16,326,701	$11,082,538	$6,383,764	$213,466
Rancho Cucamonga	5.044%	$9,177,934	$5,429,607	$3,748,327		
Redlands	4.854%	$10,841,301	$2,112,512	$8,728,789		
Rialto	3.831%	$8,146,197	$4,411,246	$3,734,951		
San Bernardino	7.857%	$17,548,434	$8,381,133	$9,167,301	$12,000,000	
Upland	2.743%	$6,126,429	$3,799,396	$2,327,033	$2,029,872	
Yucaipa	5.965%	$12,080,227	$12,243,735	-$163,509	$6,000,000	
County	12.878%	$28,762,726	$6,039,970	$22,722,756		
Totals	100.000%	$207,282,702	$75,456,282	$131,826,420	$37,946,736	$6,057,911

Measure I Valley Major Street/Arterial Sub-Program
Revenue Projections Fiscal Years 2023/2024 through 2027/2028

Jurisdiction	SHARES	CPNA REVENUE PROJECTIONS*					TOTALS		
	Current Equitable Share	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Total Projected Revenue	Current Allocation Balance	Total Available through FY27/28
Chino	7.591%	$2,247,748	$2,247,748	$2,265,823	$2,285,726	$2,316,699	$11,363,744	$15,556,583	$26,920,327
Chino Hills	2.194%	$0	$0	$0	$0	$0	$0	$3,043,718	$3,043,718
Colton	2.534%	$786,498	$786,498	$792,616	$799,354	$809,839	$3,974,805	$5,272,114	$9,246,919
Fontana	19.400%	$4,006,165	$4,006,165	$4,051,482	$4,101,385	$4,179,040	$20,344,238	$26,936,591	$47,280,828
Grand Terrace	1.389%	$431,115	$431,115	$434,469	$438,162	$443,910	$2,178,771	$2,950,839	$5,129,610
Highland	6.777%	$2,098,004	$2,098,005	$2,114,356	$2,132,362	$2,160,382	$10,603,109	$10,790,569	$21,393,678
Loma Linda	4.074%	$1,264,479	$1,264,480	$1,274,317	$1,285,150	$1,302,007	$6,390,433	$6,508,170	$12,898,602
Montclair	0.597%	$185,296	$185,296	$186,737	$188,325	$190,795	$936,448	($580,349)	$356,099
Ontario	12.272%	$3,808,957	$3,808,958	$3,838,591	$3,871,222	$3,922,001	$19,249,728	$11,082,538	$30,332,265
Rancho Cucamonga	5.044%	$1,193,591	$1,193,591	$1,205,373	$1,218,348	$1,238,538	$6,049,441	$3,748,327	$9,797,768
Redlands	4.854%	$1,506,574	$1,506,574	$1,518,295	$1,531,202	$1,551,287	$7,613,932	$8,728,789	$16,342,721
Rialto	3.831%	$1,148,611	$1,148,611	$1,157,766	$1,167,848	$1,183,536	$5,806,371	$3,734,951	$9,541,323
San Bernardino	7.857%	$2,438,639	$2,438,639	$2,457,611	$2,478,503	$2,511,014	$12,324,406	$9,167,301	$21,491,707
Upland	2.743%	$851,367	$851,367	$857,990	$865,284	$876,634	$4,302,640	$2,327,033	$6,629,673
Yucaipa	5.965%	$1,728,909	$1,728,909	$1,743,024	$1,758,568	$1,782,755	$8,742,166	($163,509)	$8,578,657
County	12.878%	$3,997,046	$3,997,047	$4,028,143	$4,062,385	$4,115,672	$20,200,293	$22,722,756	$42,923,049
Totals	**100.000%**	**$27,692,998**	**$27,693,000**	**$27,926,594**	**$28,183,823**	**$28,584,109**	**$140,080,524**	**$131,826,420**	**$271,906,944**

* 15-year reconciliation of shares in effect until FY35/36, which reduces allocations to Chino Hills, Fontana, and Rancho Cucamonga to account for allocations to projects through the Project Advancement Agreement process.

City Council/Successor Agency Meeting **I. 15.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Purchase Order modifications with Grainger Industrial Supply and HERC Rentals and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of the Purchase Order modifications with Grainger Industrial Supply and HERC Rentals are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

2. I move City Council to approve Purchase Order modifications with Grainger Industrial Supply ($20,000.00) and HERC Rentals ($10,000.00).

RECOMMENDATION:

Staff recommends City Council determine that approval of the modifications to the Municipal Utilities and Engineering Department Annual Purchase Orders is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Staff further recommends approval of Purchase Order modifications with Grainger Industrial Supply ($20,000) and HERC Rentals ($10,000).

DISCUSSION:

In June 2022, City Council approved Municipal Utilities and Engineering Department (MUED) annual Purchase Orders (POs) for common products and services provided by various consultants, contractors, and vendors. This approval included annual POs with Grainger Industrial Supply (Grainger) and HERC Rentals (HERC) for $91,500 and $88,000 respectively. These annual POs are used to quickly procure goods and services necessary to accomplish daily tasks throughout the City. The City's Street Maintenance Division, which routinely purchases products from Grainger and HERC, recently transferred to MUED from the Facilities and Community Services Department and joined the MUED Construction Inspection team to form the new MUED Streets and Inspections Division. It is now necessary to increase the previously approved MUED annual POs with Grainger and HERC to allow Streets and Inspections Division employees to procure products from these vendors.

MUED recommends a $20,000 increase in the previously approved annual PO with Grainger and a $10,000 increase in the previously approved annual PO with HERC. No additional funding appropriation is necessary, since these expenditures are included in the current MUED Operating Budget.

ALTERNATIVES:

City Council may deny the staff recommendation, although this would limit the ability to purchase materials necessary to complete daily tasks throughout the city.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

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

PREPARED BY:
Christian Duenez, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 22/23
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	101401, 101402

Discussion:

There is no fiscal impact associated with these PO modifications. These expenditures are included in the following MUED Operating Budgets:

101401-7208 $10,000 (Grainger)
101402-7208 $10,000 (Grainger)
101401-6908 $10,000 (HERC)

Attachments

A - Grainger FY 22/23 PO
B - HERC FY 22/23 PO

PURCHASE ORDER

Fiscal Year 2023

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number	**22300200**
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 2051

GRAINGER
1151 E COLUMBIA AVE
RIVERSIDE, CA 92507

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
847-753-5122		2051	12300254	Christian Duenez	AS NEEDED

NOTES

MISCELLANEOUS TOOLS AND SUPPLIES

PURCHASE ORDER TERM:
JULY 1, 2022 - JUNE 30, 2023.
.
NOT TO EXCEED DOLLAR AMOUNT PER YEAR. THIS PO WILL BE CLOSED WHEN THE TOTAL AMOUNT IS EXHAUSTED.
.
PURCHASE ORDER AS PER NASPO AGREEMENT NO.8496 DATED APRIL 25, 2018 AND CITY COUNCIL APPROVAL DATED JUNE 21, 2022.
.
GRAINGER ACCOUNT MANAGER:
TARA STRAIT
847-753-5122
tara.strait@grainger.com.
.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROVIDE MISCELLANEOUS PARTS, TOOLS, AND SUPPLIES ON A NEED-BY-NEED BASIS FOR THE CITY OF REDLANDS MUNICIPAL UTILITIES ENGINEERING DEPARTMENT, WATER AND WASTE WATER DIVISIONS.	1.0000	EA	$91,500.0000	$91,500.00

PURCHASING DIVISION - 1270 W. PARK AVE. REDLANDS, CA 92373 - Email: Purchasing@cityofredlands.org

Total Ext. Price $91,500.00

Purchase Order Total $91,500.00

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.

PURCHASE ORDER

Fiscal Year 2023

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number	**22300187**
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 2132

HERC RENTALS INC
PO BOX 936257
ATLANTA, GA 31193

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
951-684-4991		2132	12300255	Christian Duenez	AS NEEDED

NOTES

VEHICLE AND EQUIPMENT RENTAL

PURCHASE ORDER TERM:
JULY 1, 2022 - JUNE 30, 2023.
.
NOT TO EXCEED DOLLAR AMOUNT PER YEAR. THIS PO WILL BE CLOSED WHEN THE TOTAL AMOUNT IS EXHAUSTED.
.
PURCHASE ORDER AS PER OMNIA PARTNERS CONTRACT NO.1019000318 DATED NOVEMBER 1, 2018 AND PER CITY COUNCIL APPROVAL DATED JUNE 21, 2022.
.
SALES REPRESENTATIVE:
DOXIE EATON
WORK: 951-684-4991
CELL: 951-236-6235
EMAIL: doxey.eaton@hercrentals.com
.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROVIDE VEHICLE AND EQUIPMENT RENTALS ON A NEED-BY-NEED BASIS FOR CITY OF REDLANDS MUNICIPLE UTILITIES ENGINEERING DEPARTMENT, WATER AND WASTEWATER DIVISIONS.	1.0000	EA	$88,000.0000	$88,000.00

PURCHASING DIVISION - 1270 W. PARK AVE. REDLANDS, CA 92373 - Email: Purchasing@cityofredlands.org

Total Ext. Price $88,000.00

Purchase Order Total $88,000.00

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.

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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/Successor Agency Meeting **I. 16.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Public Works Contract with Econolite Systems, Inc. for the HSIP Cycle 8 Pedestrian Countdown Heads Project to extend the time for completion by two hundred and seventy (270) calendar days (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve the First Amendment to the Public Works Contract with Econolite Systems, Inc. for the HSIP Cycle 8 Pedestrian Countdown Heads Project to extend the time for completion by two hundred and seventy (270) calendar days.

RECOMMENDATION:

Staff recommends City Council approve the First Amendment to the Public Works Contract with Econolite Systems, Inc. for the HSIP Cycle 8 Pedestrian Countdown Heads Project to extend the time for completion by two hundred and seventy (270) calendar days.

DISCUSSION:

On July 5, 2022, City Council approved a Public Works Contract with Econolite Systems, Inc. (Econolite) to construct the HSIP Cycle 8 Pedestrian Countdown Heads Project (Project) for an amount not-to-exceed $541,682.54. This project is funded by the California Department of Transportation (CalTrans) through the Highway Safety Improvement Program (HSIP) and proposes to install countdown pedestrian signal heads and upgrade existing pushbuttons to include an audible countdown feature at signalized intersections throughout the City.

Recently, Econolite 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 and seventy (270) calendar days, resulting in a revised Contract time for completion of three hundred (300) calendar days. This is the only Contract revision proposed.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so would prevent completion of the project.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Goutam K. Dobey, City Engineer

PREPARED BY:
Veronica Medina, Associate Engineer

Fiscal Impact

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

Attachments

A. First Amendment to Econolite Contract
B. Executed Contract (Reference only)

FIRST AMENDMENT TO AGREEMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract for the HSIP Cycle 8 Pedestrian Countdown Heads Project dated July 5, 2022 (the "Contract"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Econolite Systems, Inc., a California corporation ("Contractor"), is made and entered into this 6th day of September, 2022.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend the existing Contract, specifically to amend the Time for Completion of the Contract; and

WHEREAS, the City Council approved the contract with Contractor for work in accordance with the Contract Documents for City's HSIP Cycle 8 Pedestrian Countdown Heads Project, Project No. 47027.

NOW, THEREFORE, in consideration of the mutual promises contained herein City and Contractor agree as follows:

AGREEMENT

Section 1. The time for completion, as set forth in Section 3 of the Contract, is hereby amended to shall read as follows:

> "3. TIME FOR COMPLETION: the Work shall be completed within Three Hundred (300) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor."

Section 2. All other provisions of the Contract shall remain unchanged by this First Amendment, and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of the 6th day of September, 2022.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

ECONOLITE SYSTEMS, INC.

By: _____
Alice Cook, Secretary & General Counsel

ATTEST:

_____
Jeanne Donaldson, City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 5th day of July, 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 Econolite Systems, 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: HSIP Cycle 8 Pedestrian Countdown Heads, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's HSIP Cycle 8 Pedestrian Countdown Heads, Project No. 47027 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Five Hundred Forty-One Thousand Six Hundred Eighty-Two and Fifty-Three Cents ($541,682.53) 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 Thirty (30) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of Five Hundred Dollars ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that Five Hundred Dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

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)

Econolite Systems, Inc.
Name of Contractor

By: _____
Signature of Authorized Agent

Secretary & General Counsel
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

969 067
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities & Engineering Department
HSIP Cycle 8 Pedestrian Countdown Heads
Project No. 47027

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 29th day of June, 2022.

Econolite Systems, Inc.
(Contractor)

Alice Cook
(Signature)

Secretary and General Counsel
(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.)

LABOR AND MATERIAL BOND

Bond No. 9344912

Whereas, the City Council of the City of Redlands, State of California, and Econolite Systems, 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 July 5, 2022, and identified as HSIP Cycle 8 Pedestrian Countdown Heads, Project No. 47027 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 Five Hundred Forty-One Thousand Six Hundred Eighty- Two and Fifty-Three cents dollars ($541,682.53) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on June 27, 2022.

(SEAL)

Econolite Systems, Inc.

(Contractor)

Alice Cook

(Signature)

Alice Cook, Secretary + General Counsel

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

Fidelity and Deposit Company of Maryland

(Surety)

BY: Martha Gonzales

Martha Gonzales, Attorney-in-Fact (Signature)

Address: 1299 Zurich Way

Schaumburg, IL 60196-1056

Telephone: (800) 626-4577

L:\ca\Agreements\Econolite Systems Contract.PW-3.1.FY21-0164.docx.jn

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On JUN 2 7 2022 before me, B. Wong, Notary Public, personally appeared Martha Gonzales 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.

(seal)

B. WONG
Notary Public - California
Los Angeles County
Commission # 2260298
My Comm. Expires Oct 24, 2022

Signature

B. Wong, Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kari DAVIS, Brenda WONG, Martha GONZALES, Tenzer V. CUNNINGHAM and Joaquin PEREZ, all of Los Angeles, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of April, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of April, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kari DAVIS, Brenda WONG, Martha GONZALES, Tenzer V. CUNNINGHAM and Joaquin PEREZ, all of Los Angeles, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 24th day of April, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

FAITHFUL PERFORMANCE BOND Bond No. 9344912

Whereas, the City of Redlands ("City"), State of California, and Econolite Systems, Inc. (hereinafter designated as "Principal") have entered into an agreement dated July 5, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as HSIP Cycle 8 Pedestrian Countdown Heads, Project No. 47027 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, Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the City in the penal sum of Five Hundred Forty-One Thousand Six Hundred Eighty- Two and Fifty-Three cents dollars ($541,682.53) 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 June 27, 2022.

(SEAL)

Econolite Systems, Inc.

Alice Cook (Contractor)

(Signature)

Alice Cook Secretary & General Counsel

(Seal and Notarial Acknowledgment of Surety)

(SEAL)

Fidelity and Deposit Company of Maryland

(Surety)

BY: Martha Gonzales

Martha Gonzales, Attorney-in-Fact (Signature)

Address: 1299 Zurich Way

Schaumburg, IL 60196-1056

Telephone (800) 626-4577

L:\ca\Agreements\Econolite Systems Contract.PW-3.1.FY21-0164.docx.jn

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On JUN 2 7 2022 before me, B. Wong, Notary Public, personally appeared Martha Gonzales 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.

(seal)

B. WONG
Notary Public - California
Los Angeles County
Commission # 2260293
My Comm. Expires Oct 24, 2022

Signature _____
B. Wong, Notary Public

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COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

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COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

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Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

City Council/Successor Agency Meeting **I. 17.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Memorandum of Understanding between the County of San Bernardino acting by and through the County of San Bernardino Community Revitalization Group Office of Homeless Services and the City of Redlands for Homeless Management Information System (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 Memorandum of Understanding between the County of San Bernardino acting by and through the County of San Bernardino Community Revitalization Group Office of Homeless Services and the City of Redlands for Homeless Management Information System.

RECOMMENDATION:

Staff recommends that the City Council approve the Memorandum of Understanding between the County of San Bernardino acting by and through the County of San Bernardino Community Revitalization Group Office of Homeless Services and the City of Redlands for Homeless Management Information System.

DISCUSSION:

On September 9, 2021, the Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for Homekey Round 2. This second round provided approximately $1.4 billion in grants for local governments to purchase and rehabilitate housing and convert them into interim or permanent long-term housing. This program is intended to sustain and rapidly expand housing for persons experiencing homelessness or

at risk of homelessness, and who are, thereby, inherently impacted by COVID-19 and other communicable diseases. On September 29, 2021, staff presented an overview of the current City efforts, examples of current housing practices being offered within the region, potential funding sources, and recommendations on initial steps for the City Council to consider. Following the presentation, the City Council directed staff to prepare a Memorandum of Understanding with Shangri-La Industries, LLC and Step Up On Second Street (SUS), Inc to develop and manage the Redlands Good Nite Inn Project and to apply for the Homekey Grant Program. The project will provide ninety-nine (99) studio-style permanent supportive housing units.

Once the project is established, SUS will provide onsite management services, case management, and specialized services for its residents. SUS is a provider of full wrap-around services and is involved in every level of case management. As a requirement of the grant, the City shall enter into a Memorandum of Understanding with the Homeless Management Information System (HMIS) Lead Agency, with the Office of Homeless Services of the County of San Bernardino, for use of the HMIS. The HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the County. The City, along with its Homekey subcontractors, must enter data in a timely manner (no later than 2 working days after program entry or services rendered) on all persons served through the Homekey Grant into the County-wide HMIS.

ALTERNATIVES:

The City Council may elect not to approve the Memorandum of Understanding and direct staff accordingly.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney,
Janice McConnell, Assistant City Manager,
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
David Rabindranath, Homeless Solutions Coordinator

Fiscal Impact

Fiscal Year:	2022-2023
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	0

Discussion:

There is no fiscal impact resulting from the approval of this MOU.

Attachments

MOU

MEMORANDUM OF UNDERSTANDING

Between

San Bernardino County

Acting By and Through

San Bernardino County Community Revitalization Group

Office of Homeless Services

And

City of Redlands

For Homeless Management Information System

Date of Execution through October 31, 2026

WHEREAS, the San Bernardino County (County) Community Revitalization Group (CRG) Office of Homeless Services (OHS) is responsible for coordinating countywide efforts to end and prevent homelessness in San Bernardino County; and,

WHEREAS, the United States Congress, in accepting Conference Report 106-988m indicated that "local jurisdictions should be collecting an array of data on homelessness in order to prevent duplicate counting of homeless persons and to analyze their patterns of use of assistance, including how they enter and exit the homeless assistance system and the effectiveness of the systems"; and,

WHEREAS, OHS has been allocated funds by the United States Department of Housing and Urban Development (HUD) to provide data collection services regarding the individuals experiencing homelessness in the San Bernardino County; and,

WHEREAS, OHS is responsible for administering and maintaining the HUD mandated county-wide Homeless Management Information System (HMIS), a web-enabled database used by homeless services providers to capture information about the San Bernardino County persons they serve; and

WHEREAS, OHS is responsible for ensuring that all homeless services providers within the San Bernardino County; adhere to HUD and local policy and procedures regarding the utilization of the HUD mandated HMIS; and,

WHEREAS, OHS is the system host and provides the personnel and administrative support to operate HMIS, and has the responsibility to establish, support and manage HMIS in a manner that will meet HUD's standards for minimum data quality, privacy, security and other requirements for agencies participating in HMIS; and,

WHEREAS, **City of Redlands**, hereafter referred to as "Agency," has been awarded, allocated funds, or seeks to provide homeless program services within the San Bernardino County;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, acting by and through OHS, and Agency agree to the following terms and conditions:

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I. BACKGROUND

In September of 2007, the San Bernardino County Board of Supervisors (Board) approved the formation of the San Bernardino County Homeless Partnership (Partnership) to provide leadership in creating a stronger countywide network of service delivery to homeless individuals, homeless families, and those at risk of becoming homeless through facilitating better communication, planning coordination, and cooperation among all entities that provide services to the County's homeless.

In addition, the Board created the OHS, originally under Human Services, Department of Behavioral Health, and the Community Develop and Housing Agency now administered by the Community Revitalization Group, to provide administrative support for the newly formed Partnership.

To address the multidimensional problem of homelessness locally and nationally, HUD, through a Congressional directive, required all Continuum of Cares (CoC) to implement an expanded HMIS to address the problem more effectively. An HMIS is a computerized data collection system used by homeless services providers to capture information about the persons they serve. This data collection system tracks collaborative agencies' services that are provided throughout each CoC to homeless individuals and families. Services tracked include emergency, transitional, and permanent housing bed usage, employment, veteran's status, referrals to health and human service providers, legal aid or other relevant supportive service agencies.

In February 2013, OHS accepted a grant agreement from HUD to administer and maintain the HMIS for San Bernardino County.

This MOU between OHS and the Agency delineates the roles and responsibilities of OHS and the Agency regarding HMIS participation to capture information about the San Bernardino County persons they serve.

II. OHS RESPONSIBILITIES

OHS shall:

A. Ensure compliance with all applicable federal and state laws and regulations regarding the protection of client privacy and confidentiality of client information.

B. Provide the Agency with a matrix clearly outlining the HUD required data elements that must be included in the data file to be migrated to the OHS HMIS system; (if applicable).

C. Provide User ID and Passwords to Users before being granted access to HMIS.

D. Provide monthly User's, Agency Administration and Report Training; and other trainings deemed necessary.

E. Conduct regular on-site monitoring visits to ensure compliance with HUD and HMIS Policies and Procedures.

F. Provide ongoing data and technical support through monthly trainings, one-on-one trainings as well as Webinars via Go-To-Meetings.

G. Create monthly reports as needed and submit them as an e-mail attachment for review.

H. Provide utilization reports to participating agencies on a regular basis to include data quality and tracking.

III. AGENCY RESPONSIBILITIES

Agency shall:

A. Ensure compliance with all applicable federal and state laws regarding protection of client privacy and confidentiality regulations, and the HMIS Policies and Procedures pertaining to client confidentiality, user conduct, security and the ongoing functionality and stability of services used to support the HMIS.

B. Attend monthly User's, Agency Administration and Reports Trainings as provided by OHS.

C. Ensure compliance with all the HUD required data elements.

D. Ensure compliance with HUD Technical Standards specified in the HMIS Policies and Procedures.

E. Keep Interagency data sharing agreements and Client Consent/Information release forms for all individual client data that is shared to non-custodial agencies where the internal policies of the Agency allows data sharing.

F. Ensure compliance and full participation with local CoC CA-609 Coordinated Assessment System written procedures.

IV. MUTUAL RESPONSIBILITIES

A. OHS and the Agency agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.

B. OHS and the Agency agree they will establish mutually satisfactory methods for problem resolution.

V. REQUIRED DATA COLLECTION ELEMENTS

It is the responsibility of the Agency to collect data based on the HUD 2022 HMIS Data Standards, Version 1.1, October 2021, unless the Agency has Read Only Access.

UNIVERSAL DATA ELEMENTS	PROGRAM SPECIFIC DATA ELEMENTS
3.01 Name	4.02 Income and Sources
3.02 Social Security Number	4.03 Non-Cash Benefits
3.03 Date of Birth	4.04 Health Insurance
3.04 Race	4.05 Physical Disability
3.05 Ethnicity	4.06 Developmental Disability
3.06 Gender	4.07 Chronic Health Condition
3.07 Veteran Status	4.08 HIV/AIDS
3.08 Disabling Condition	4.09 Mental Health Disorder
3.10 Project Start Date	4.10 Substance Use Disorder
3.11 Project Exit Date	4.11 Domestic Violence
3.12 Destination	4.12 Current Living Situation
3.15 Relationship to Head of Household	4.13 Date of Engagement (Street Outreach)
3.16 Client Location	4.14 Bed-night Date
3.20 Housing Move-In Date (RRH PSH PH)	4.19 Coordinated Entry Assessment
3.917 Prior Living Situation	4.20 Coordinated Entry Event
3. 917A Prior Living Situation	
3.917B Prior Living Situation	

HHS-RHY Only Required Elements	VA Required Elements
R1 Referral Source	V1 Veteran's Information
R2 RHY – BCP Status	V2 Services Provided – SSVF
R3 Sexual Orientation	V3 Financial Assistance – SSVF
R4 Last Grade Completed	V4 Percent of AMI (SSVF Eligibility)
R5 School Status	V5 Last Permanent Address
R6 Employment Status	V6 VAMC Station Number
R7 General Health Status	V7 HP Targeting Criteria
R8 Dental Health Status	V8 HUD-VASH Voucher Tracking
R9 Mental Health Status	V9 HUD-VASH Exit Information
R10 Pregnancy Status	
R11 Formerly a Ward of Child Welfare/Foster Care Agency	
R12 Formerly a Ward of Juvenile Justice System	
R13 Family Critical Issues	
R14 RHY Service Connections	
R15 Commercial Sexual Exploitation/Sex Trafficking	
R16 Labor Exploitation/Trafficking	
R17 Project Completion Status	
R18 Counseling	
R19 Safe and Appropriate Exit	
R20 Aftercare Plans	

VI. USAGE OF DATA

A. Data Use by OHS

For the purposes of system administration, user support, and program compliance, OHS will use the data contained within HMIS for analytical purposes only and will not disseminate client-level data. OHS will release aggregate data contained within HMIS for research and reporting purposes only.

B. Data Use by Agency

As the guardians entrusted with client personal data, HMIS Users have a moral and a legal obligation to ensure that the data they collect is being gathered, accessed and used appropriately. It is also the responsibility of each user to ensure that client data is only used for the ends for which it was collected, ends that have been made explicit to clients and are consistent with the mission of the Agency and the HMIS to assist families and individuals to resolve their housing crisis. Proper user training, adherence to HMIS Policies and procedures, and a clear understanding of client confidentiality are vital to achieving these goals. Any individual or participating Agency misusing or attempting to misuse HMIS will be denied access to the system.

VII. CONFIDENTIALITY AND INFORMED CONSENT

The Agency agrees to abide by and uphold all privacy protection standards established by HMIS as well as their respective agency's privacy procedures. The Agency will also uphold relevant and applicable Federal and California State confidentiality regulations and laws that protect client records, and the Agency will only release confidential client records with written consent by the client, or the client's guardian, unless otherwise provided for in the regulations or laws.

VIII. POSTINGS – Privacy and Mandatory collection notices must be posted at AGENCY

The participating Agency must post Privacy and mandatory Collection notices at each intake desk or comparable location. The Privacy and Mandatory Collection notices must be made available in writing at the client's request. If the Agency maintains a website, a link to the privacy notice must be on the homepage of the Agency's website.

IX. RIGHTS

HMIS data from agencies resides in one central database. Data sharing is currently limited to the data within the CoC. The CoC reserves the right at a later date to expand data sharing to include collaborative wide data.

X. COPYRIGHT

The HMIS is protected by copyright and is not to be copied, except as permitted by law or by contract with owner of the copyright. The Agency's users' storage of materials copyrighted by others on the systems or displaying the materials through web pages must comply with copyright laws and guidelines.

XI. RIGHT TO MONITOR

A. OHS staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the Agency in the delivery of services provided under this MOU. Full cooperation shall be given by the Agency in any auditing or monitoring conducted.

B. The Agency shall cooperate with OHS in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements established by this MOU.

C. The Agency shall provide all reasonable facilities and assistance for the safety and convenience of OHS's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Agency.

XII. TERM

This MOU is effective upon Date of Execution through October 31, 2026, unless terminated earlier in accordance with the provisions of Section XIII of this MOU.

XIII. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either party. The CRG Deputy Executive Officer, or his/her appointed designee, has the authority to terminate this MOU on behalf of CRG. The Agency Director, or his/her appointed designee, has the authority to terminate this MOU on behalf of the Agency.

XIV. GENERAL PROVISIONS

A. No waiver of any of the provisions of the MOU shall be effective unless it is made in writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the MOU shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

C. Indemnification. Agency agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. Agency's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

XV. CONCLUSION

A. This MOU, consisting of eight (8) pages, is the full and complete document describing services to be rendered by CRG and Agency for the HUD Homeless Assistance grants.

B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective entities to the terms and conditions set forth in this document.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

City of Redlands

_____
Signature

Name: Paul T. Barich
Title: Mayor
Address: 35 Cajon Street, Suite 222
Redlands, CA 92373

Date:_____

SAN BERNARDINO COUNTY
COMMUNITY REVITALIZATION GROUP
OFFICE OF HOMELESS SERVICES

_____
Signature

Name: Tom Hernandez
Title: Chief of Homeless Services
Address: 215 North D Street, Suite 301
San Bernardino, CA 92415-0043

Date: _____

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **I. 18.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Second Amendment to the City's Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupation Program for the provision of temporary staffing services to support the City's Recreation and Senior Services Division in an amount not-to-exceed $40,000, and determine approval of this Amendment 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 that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the Second Amendment to the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for the provision of temporary staffing 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 Second Amendment to the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for the provision of temporary staffing services to support the City's Recreation and Senior Services Divisions in an amount not-to-exceed $40,000.

RECOMMENDATION:

Staff recommends the City Council approve the Second Amendment to the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for the provision of temporary staffing services to support the City's Recreation and Senior Services Divisions in an amount not-to-exceed $40,000, and determine approval of the Second Amendment to the

Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for the provision of temporary staffing services to support the City's Recreation and Senior Services Divisions is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Recreation Division offers programs that provide enrichment opportunities for Redlands residents by focusing on community support and partnerships, nutrition and healthy eating, active living and promoting healthy attitudes towards fitness. The Recreation Division also facilitates the operation of the Redlands Community Center, Joslyn Senior Center and the rental of a number of indoor and outdoor recreation sites. The Colton-Redlands-Yucaipa Regional Occupation Program (CRY-ROP) accelerates the skill development and education of high school students and adults in the region to prepare them to be career-ready, technically skilled and academically prepared. CRY-ROP offers a broad range of occupational and educational programs, coupled with employment services.

In December 2021, the City Council approved a Memorandum of Understanding (MOU) and Joint Venture Training Agreement for the purpose of a program that provides occupational skills training to eligible program participants at no cost to the City. In addition to the training program, the City and CRY-ROP entered into an MOU for the provision of temporary staffing services for increased program demands within the City's Recreation and Senior Services Divisions. This MOU allows the City and CRY-ROP to provide work experience for the participants while contributing additional resources for the City's programs. Under this MOU, the City pays CRY-ROP for the program participants provided.

In April, 2022, the City Council approved a First Amendment to the MOU to extend the program through August, 2023 and increase the funding from $10,000 to $20,000. With the reduction in public health restrictions, the Recreation and Senior Services Division has increased the amount of programing available for the community. Additional participants are needed through this program in order to sustain the increased activity. At this time, staff is requesting an increase to an amount not to exceed $40,000 through the MOU term of August, 2023.

Furthermore, approval of the second amendment to the MOU is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Section 15061(b)(3) 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 MOU Amendment will not result in any physical change to the environment.

ALTERNATIVES:

The City Council may elect to not approve the second amendment to the MOU; however, this will hinder the recreation and senior service division's ability to provide service to the community.

STRATEGIC PLAN:

Priority A-Quality of Life

SUBMITTED BY:
Christ 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:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year: FY 2022-23
Amount: $20,000
Budgeted Y/N: Y
Account No.: 101309-6106
Discussion:
Funding for the increase in temporary staffing services though the MOU with CRY-ROP in the amount of $20,000 is included in the Recreation and Senior Services operating budget for Fiscal Year 2022-23 as approved by City Council.

Attachments

CRY-ROP Agreement
First Amendment
Second Amendment

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDLANDS AND THE COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into, by and between, the City of Redlands ("City") and the Colton-Redlands-Yucaipa ROP ("ROP"). The City and the ROP are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

AGREEMENT

Section 1. Purpose. The purpose of the MOU is to identify the terms and conditions whereby the ROP will engage the City to define their respective roles and responsibilities with regard to the ROP's youth employment support of the City's Community Center/Senior Center programs (the "Services").

Section 2. Term of MOU. The term of this MOU shall commence on December 21, 2021, and end on June 30, 2022, unless earlier terminated as provided for herein. The Parties may terminate this MOU at any time by mutual written consent, or upon thirty (30) days prior written notice by one Party to the other Party, and such termination shall be effective upon the date stated in such written consent or notice.

Section 3. Compensation. The total compensation to be paid by the City for the ROP's performance of the Services shall not exceed the amount of ten thousand dollars ($10,000). The ROP shall submit monthly invoices to the City describing the Services performed during the preceding month. The ROP invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom. The City shall pay the ROP no later than thirty (30) days after receipt and approval by the City of the ROP's monthly invoices.

Section 4. Responsibilities of Parties. At the discretion of the ROP, the City will identify and refer youth for work experience placements under this MOU to support the City's Community Center/Senior Center programming. The ROP will provide work experience hours, authorized and scheduled in collaboration with the City for each work experience placement. The ROP and the City will comply with the Division of Labor Standards of the Department of Industrial Relations' youth employment guidelines.

A. ROP Responsibilities

- Provide training and technical assistance to the City regarding monitoring participant progress;
- Adhere to programmatic timelines;
- Provide initial support and training to principal staff members of the City to ensure successful implementation of the Services;
- Process all purchase orders, transfers or other methods of reimbursements related to expenditures as agreed;

- Provide Workers' Compensation insurance for employment program participants.

B. City Responsibilities

- Provide coordination to successfully place identified program participants in employment to support the City's Community Center/Senior Center programs;
- Provide technical support as necessary for the ROP to realize full use of contracted resources;
- Provide initial support and training to principal staff members of the ROP to ensure successful implementation of the Services;
- Process all purchase orders, transfers or other methods of reimbursement related to expenditures as agreed;

Section 5. Insurance. The City is self-insured for commercial general liability and Workers' Compensation. The following insurance coverage required by this Agreement shall be maintained by the ROP for the duration of its performance of the Services. The ROP shall not perform any Services unless and until the required insurance listed below is obtained by the ROP. The ROP shall provide the 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. Commercial general liability insurance with carriers rated at least A minus by AM Best. Minimum coverage 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 the insurance policy shall include a provision requiring thirty (30) days prior written notice to the City of any proposed lowering of coverage limits or cancellation of the policy. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City. A certificate of insurance and the corresponding blanket additional insured endorsements shall be delivered to the City prior to commencement of any of the Services.

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

C. The ROP shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made and three million dollars ($3,000,000) in the aggregate.

D. The ROP agrees that the City shall not assume, nor shall assume by this MOU or

otherwise, any liability under any applicable Workers' Compensation law for, by, or on behalf of any student while said students are on the premises of the City performing any Services under the terms of this MOU, and the ROP agrees to indemnify, defend, and hold the City harmless with respect thereto as provided herein. The ROP agrees to maintain insurance policies or a self-insurance program in amounts sufficient to satisfy its indemnification obligations.

Section 6. Defense and Indemnity. The ROP shall indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, employees, agents, and volunteers against all claims, demands, suits, judgments, expenses, costs and/or liability of any and every kind arising out of this MOU and resulting from the negligent acts, errors or omissions, or willful misconduct of the ROP, on account of the injury or death or persons, or loss or damage to equipment or property of the City. The City shall indemnify, defend and hold harmless the ROP, its officers, agents, and volunteers against all claims, demands, suits, judgments, expenses, costs and/or liability of any and every kind arising out of this MOU and which result from the negligent acts, errors, or omissions of the City, on account of the injury or death or persons, or loss or damage to equipment or property of the ROP. In the event the ROP and the City are found to be comparatively at fault for any claim, action, loss or damage with results from their respective obligations under this MOU, the ROP and/or the City shall indemnify the other to the extent of its comparative fault.

Section 7. Notice. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class certified, registered or express 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 Clerk	Colton-Redlands-Yucaipa ROP
City of Redlands	Tracie Zeroli, Superintendent
P.O. Box 3005	1214 Indiana Court
Redlands, CA 92373	Redlands, CA 92374
jdonaldson@cityofredlands.org	tracie_zerpoli@cry-rop.org
Fax: (909) 798-7535	Fax: (909) 793-6901
Phone: (909) 798-7531	Phone: (909) 793-3115

Section 8. Entire Agreement. This MOU represents the entire agreement of the Parties with respect to the matters contained herein, and supersedes any and all other agreements, either verbal or in writing, between the Parties with respect to such matters. Each Party to this MOU acknowledges and agrees that no representations, inducements, promises or agreements, verbal or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, stipulation or promise not contained in this MOU shall be valid or binding on either Party.

Section 9. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of law's provisions which would serve to defeat application of California substantive law).

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

CITY OF REDLANDS

Paul T. Barich, Mayor

COLTON-REDLANDS-YUCAIPA ROP

Tracie Zeroli, Superintendent

ATTEST:

Jeanne Donaldson, City Clerk

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EXHIBIT "A"

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.

COLTON-REDLANDS-YUCAIPA ROP

By: _____ Date: 12/16/21
Tracie Zeroli, Superintendent

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Aug 2023

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This first amendment ("First Amendment") to the memorandum of understanding for youth employment support of the City's Community Center/Senior Center programs ("MOU"), dated December 21st, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Colton-Redlands-Yucaipa ROP ("ROP"), is made and entered into this 19th day of April, 2022.

RECITALS

WHEREAS, it is the desire of the City and ROP to amend their existing MOU to extend the time for completion of the services to August 30, 2023; and

WHEREAS, it is the desire of the City and ROP to amend Section 3 of their existing MOU to increase ROP's present total compensation of ten thousand dollars ($10,000) to the amount of twenty thousand dollars ($20,000);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged City and ROP agree as follows:

AGREEMENT

Section 1. Section 2 of the MOU, titled "Term of MOU," is hereby amended to read as follows:

> "The term of this MOU shall commence on December 21, 2021, and end on August 30, 2023, unless earlier terminated as provided for herein. The Parties may terminate this MOU at any time by mutual written consent, or upon thirty (30) days prior written notice by one Party to the other Party, and such termination shall be effective upon the date stated in such written consent or notice."

Section 2. Section 3 of the MOU, titled "Compensation," is hereby amended to read as follows:

> "The total compensation to be paid by the City for the ROP's performance of the Services shall not exceed the amount of twenty thousand dollars ($20,000). The ROP shall submit monthly invoices to the City describing the Services performed during the preceding month. The ROP invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom. The City shall pay the ROP no later than thirty (30) days after receipt and approval by the City of the ROP's monthly invoices."

Section 3. All other provisions of the MOU shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of April 19th, 2022.

CITY OF REDLANDS

Paul T. Barich, Mayor

COLTON-REDLANDS-YUCAIPA ROP

By: _____
Tracie Zerpoli, Superintendent

ATTEST:

Jeanne Donaldson, City Clerk

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SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This second amendment ("Second Amendment") to the Memorandum of Understanding for youth employment support of the City's Community Center/Senior Center programs ("MOU"), dated December 21st, 2021, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Colton-Redlands-Yucaipa ROP ("ROP"), is made and entered into this 6th day of September, 2022.

RECITALS

WHEREAS, it is the desire of the City and ROP to amend Section 3 of their existing MOU to increase ROP's current total compensation of twenty thousand dollars ($20,000) to the amount of forty thousand dollars ($40,000);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged City and ROP agree as follows:

AGREEMENT

Section 1. Section 3 of the MOU, titled "Compensation," is hereby amended to read as follows:

> "Section 3. Compensation. The total compensation to be paid by the City for the ROP's performance of the Services shall not exceed the amount of forty thousand dollars ($40,000). The ROP shall submit monthly invoices to the City describing the Services performed during the preceding month. The ROP invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom. The City shall pay the ROP no later than thirty (30) days after receipt and approval by the City of the ROP's monthly invoices."

Section 2. All other provisions of the MOU shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of September 6th, 2022.

CITY OF REDLANDS	COLTON-REDLANDS-YUCAIPA ROP
_____	_____
Paul T. Barich, Mayor	Tracie Zerpoli, Superintendent

ATTEST:

_____

Jeanne Donaldson, City Clerk

City Council/Successor Agency Meeting **I. 19.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a purchase order modification in the amount of $105,431.81 with Pinnacle Petroleum for delivery and supply of unleaded and diesel fuel (Assistant City Manager Boatman)

MOTION(S):

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

I move that the City Council authorize a purchase order modification with Pinnacle Petroleum to increase the total purchase order amount by $105,431.81 for delivery and supply of unleaded and diesel fuel.

RECOMMENDATION:

Staff recommends City Council authorize staff to execute the modification of a purchase order with Pinnacle Petroleum for supply and delivery of unleaded and diesel fuel.

DISCUSSION:

In July 2019, the City Council approved an agreement with Pinnacle Petroleum for supply and delivery of unleaded and diesel fuel. In November, 2020, the City Council approved a first amendment to the Agreement to increase the price and fee of the delivered unleaded and diesel fuel. With the continued increase in the cost of unleaded and diesel fuel, the approved compensation has depleted. Staff is requesting additional funds in the amount of $105,431.81 to compensate Pinnacle Petroleum for supplying unleaded and diesel fuel. The current purchase order amount is $820,000.00, and upon approval of additional funds, the total purchase order amount will be $925,431.81.

The table below summarizes and reflects the original amount, the amount staff is requesting, and the new total purchase order.

Vendor	Current Purchase Order	Amount Requested	Total Purchase Order
Pinnacle Petroleum	$820,000.00	$105,431.81	$925,431.81

ALTERNATIVES:

City Council may elect to not approve the purchase order modification, however, this will adversely affect the operation of the City's fuel island.

STRATEGIC PLAN:

Not Applicable

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
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Monica Duran, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2022-23
Revenue Generating: Yes
Amount: 105,431.81
Budgeted Y/N: Y
Account No.: 607900
Discussion:
Funding for this increase in included in the Equipment Maintenance Division operating budget for FY 2022-23 as approved by City Council.

City Council/Successor Agency Meeting **I. 20.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request to hold the Dog Jog event hosted by the Redlands Chamber of Commerce on October 22, 2022, within Ed Hales Park and the downtown area; authorize street closures related to the event; approve a request for in-kind support in the amount of $7,825 related to the event (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to authorize the closure of E. State St., 9th St., Olive Ave., Center St., Brookside Ave. and Eureka St., from 9:00 a.m. to 2:00 p.m. on the event day;

2. I move to authorize the expenditure of city resources and in-kind support in the amount of $7,825 related to this event.

RECOMMENDATION:

Staff recommends that the City Council direct staff authorize the request for in-kind support, and approve the temporary street closures related to the event.

DISCUSSION:

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

the authorization of in-kind support including the use of city resources and facilities in support of a special event.

The Redlands Chamber of Commerce has reserved Ed Hales Park and is requesting the temporary closure of E. State St., 9th St., Olive Ave., Center St., Brookside Ave. and Eureka St., from 9:00 a.m. to 2:00 p.m. on Saturday, October 22, 2022. Additionally, the Chamber of Commerce is requesting in-kind support in the amount of $7,825 for departmental resources including Police Personnel, and Facilities & Community Services Personnel and equipment, and the reservations of Ed Hales and Smiley Parks. The Redlands Chamber of Commerce is a non-profit organization operating out of the City of Redlands.

According to the submitted application, the event registration and sponsorships will generate revenue for the Redlands Chamber of Commerce and grant the Chamber more opportunities to offer services to businesses and the local community. In addition, part of the proceeds will be donated to the Redlands Animal Shelter to continue and enhance operations. The proposed event is expected to draw 300 attendees to the downtown area where attendees will patronize local businesses and restaurants.

ALTERNATIVES:

The City Council may elect to deny the in-kind service request and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Strategic Objective 1. Beautification, Arts and Culture.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Christopher R. Catren, Police Chief

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year: FY 2022-23

Amount: $7,825

Discussion:

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

Departmental Charges (Personnel & Equipment)	2022 Amount	Type	2019 Amount
Police Personnel[1]	$7,637.00	Hard Cost	4,580.00
FCS Personnel Equipment	N/A	Soft Cost	$162.50
Personnel & Equipment Subtotal	**$7,637.00**		**$4,742.50**
Fees Established by City Council Resolution			
Sylvan Park Reservation Permit	N/A	Soft Cost	$238.00
Ed Hales Park Reservation Permit	$94.00	Soft Cost	N/A
Smiley Park Reservation Permit	$94.00	Soft Cost	N/A
Fees Subtotal	**$188.00**		**$238.00**
Total Departmental Charges and Fees	**$7,637.00** (hard) **$188.00**(soft) **$7,825.00 (Total)**		**$4,980.50**

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

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

TABLE 2: FY 2022-23 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	In-kind support Amount	Net Amount
$118,102.00	$4,589.00	$3,400.00	$126,091.00	$122,691.00

Attachments

A. In-Kind Support Request

B. In-kind support attachment

C. Verification of Nonprofit

City of Redlands *In-Kind Support Request*

Event Name: Redlands Chamber of Commerce Dog Jog

Event Date(s): 10/22/2022 **Location(s):** Ed Hales Park to Smiley Library/Shrine Park

Rain Out Date: n/a **Beginning Time:** 9:00am **End Time:** 2:00pm

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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.

See attached

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Barricades
- [x] Police (*Public Safety Personnel)* — Officers and CVPs
- [ ] Fire (*Paramedics, Inspectors)*
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* — Trash receptacles
- [ ] Facility

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

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

- [ ] Other

Group/Organization Name: Redlands Chamber of Commerce

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 95-1137980

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: Lisa Jeffers, Dog Jog Committee Chair

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

Phone Number: 909-395-7428 **E-Mail Address:** Lisa@RAHinlandvalley.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

See attached

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

See attached

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	250	170	
Attendance: Non-Residents	50	20	
Food & Beverage Sales			
Merchandise Sales			
Ticket/Entrance Fees	$4000	$3000	
Other	$5000	$4000	
Total Revenue	$9000	$7000	

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

Signature: **Title:** Dog Jog Committee Chair

Please Print Your Name: Lisa Jeffers **Date:** 07/14/2022

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

Redlands
Chamber *of* Commerce
SINCE 1893

Event Description: The Redlands Chamber of Commerce will present the annual Dog Jog on Saturday, 10/22/2022, at 10:00am. It is a family-friendly and fun-filled event with both 2-legged and 4-legged participants walking through Downtown Redlands. The finish line will be at the Smiley Library/Shrine Park, where there will be festivities, activities and booths.

Positive Outcomes: The Dog Jog registration and sponsorships will generate much-needed revenue for the Chamber. Such fundraisers provide the ability for the Chamber to continue its programs and services not only for member businesses, but also for the community.

Economic Benefit: The Dog Jog will bring Redlands residents, families and friends together to enjoy the walk, then stay to shop and dine in Downtown Redlands. In addition, a part of the proceeds will be donated to the Redlands Animal Shelter to continue and enhance their operations.

47 No. First Street, Redlands, CA 92373 (909) 793-2546 Fax: (909) 335-6388
Mailing address: P. O. Box 8693, Redlands, CA 92375
Web Site: www.redlandschamber.org

HELP MENU

Home > Tax Exempt Organization Search > Redlands Chamber Of Commerce

< Back to Search Results

Redlands Chamber Of Commerce

EIN: 95-1137980 | --, --, United States

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 990EO
- Tax Year 2019 Form 990O
- Tax Year 2018 Form 990O
- Tax Year 2017 Form 990O
- Tax Year 2016 Form 990O

Page Last Reviewed or Updated: 20-November-2020

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City Council/Successor Agency Meeting **I. 21.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request for the consumption of alcoholic beverages at Smiley Park at the 2022 Library Gala to be held on October 15, 2022, and determine that the 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 that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the request for the consumption of alcoholic beverages within a City park during the 2022 Library Gala 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 consumption of alcoholic beverages at Smiley Park during the Lincoln Dinner to be held on October 15, 2022.

RECOMMENDATION:

Staff recommends City Council determine that approval of the request for the sale and consumption of alcoholic beverages at Smiley Park during 2022 Library Gala is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) and provide staff with the direction regarding the request for the sale and consumption of alcoholic beverages.

DISCUSSION:

The A.K. Smiley Public Library will host the 2022 Library Gala on October 15, 2022. The A.K. Smiley Public Library is requesting permission to serve beer and wine as a courtesy to the dinner guests. Serving and selling alcohol at the event is scheduled to end no later than 9:00 p.m. The Redlands Municipal Code includes provisions that allow for the reservation of public areas by private parties. Staff's approval authority for the consumption of alcoholic beverages is limited to only enclosed public spaces in public parks as defined by Resolution No. 7559. Therefore, City Council approval is required for the request for the sale and consumption of alcohol.

The applicant is required to comply with any conditions set by the City's Police Department. In addition, they may be required to provide the City with certificates 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 $1,000,000 per occurrence and $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 before the event and maintained for the duration of the applicant's activity.

Furthermore, approval of the request 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 "common sense," 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 the City's right-of-way and will not result in any physical change to the environment.

ALTERNATIVES:

The City Council may deny the request.

STRATEGIC PLAN:

Supports Priority A - Quality of Life, Strategic Objective 1 - Beautification, Arts and Culture

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager
Christopher R. Catren, Police Chief

PREPARED BY:
Larry Alms, Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2022-23

Discussion:

There is no fiscal impact related to the approval of the request to serve alcohol.

Attachments

A. Authorization to Serve Alcohol

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: 2022 Library Gala

DATE OF EVENT: 10/15/2022 HOURS: 5-9pm

LOCATION: Smiley Park between AK Smiley Public Library and the Lincoln Memorial Shrine

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: A.K. Smiley Public Library/City of Redlands

CONTACT PERSON: Nathan Gonzales PHONE: x7472

EMAIL: ngonzales@akspl.org ADDRESS: 125 W Vine St, Redlands, CA 92373

EVENT INFORMATION:

ARE FEES BEING CHARGED FOR EVENT? YES ☑ NO ☐ PRICE: $150

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

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, the undersigned, representing A.K. Smiley Public Library/City of Redlands and in consideration of being permitted to conduct the Event, agree that the members/participants of A.K. Smiley Public Library/City of Redlands 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 A.K. Smiley Public Library/City of Redlands 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 A.K. Smiley Public Library/City of Redlands AND THAT I HAVE SIGNED THIS AGREEMENT ON:

Date: _____ Signature: Nathan Gonzales Digitally signed by Nathan Gonzales Date: 2021.10.08 08:09:46 -07'00'

AUTHORIZATION

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

ALCOHOL RELATED TO PARKS:

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

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

ALCOHOL RELATED TO AIRPORT:

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

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

CITY COUNCIL DATE (if applicable): _____

City Council/Successor Agency Meeting **I. 22.**

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the agreement between the City of Redlands and the County of San Bernardino for police use of force trimester training at a total cost not to exceed $80,040 (Police Chief Catren)

MOTION(S):

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

I move to approve the agreement between the City of Redlands and the County of San Bernardino for police use of force trimester training at a total cost not to exceed $80,040.

RECOMMENDATION:

Staff recommends that Council approve the agreement between the City of Redlands and the County of San Bernardino for police use of force trimester training at a total cost not to exceed $80,040.

DISCUSSION:

The Redlands Police Department has contracted for many years with the County of San Bernardino to obtain mandated POST perishable skills training and firearms qualifications for its officers. Perishable skills include arrest and control, tactical communications, and first-aid/CPR. This training also covers Taser qualification, domestic violence, pursuits, weaponless defense, and other valuable skills.

The County will provide all of the aforementioned training at a cost of $290 per officer, per session. At 92 officers (regular and reserves) and three sessions per year, the total cost will not exceed $80,040 per year, or $870 per officer. The per officer cost increased from $150 to $290 for this contract period compared to the

2017-2022 FY period. Despite the 93% increase, this cost still represents a significant savings compared to providing the same training in-house.

The contract also includes a quote of $725 per "CPT Orientation Session" which the City will have to incur if an officer has been on leave for an extended period of time and needs to make up past training sessions. Staff expects this to occur at most a few times each fiscal year. There are no other viable police use of force trimester training options.

The proposed agreement will establish fixed training costs per officer for a period of five years, but provides the City with the flexibility to terminate the contract early with just 30 days notice to the County. This type of training was already budgeted for FY 22/23 and 23/24. Staff recommends the approval of the contract with the County to provide the aforementioned perishable skills training for fiscal years 22/23 through 26/27.

ALTERNATIVES:

Do not approve the agreement between the City of Redlands and the County of San Bernardino for use of force trimester training, at which point the Redlands Police Department will have to find another means to obtain the mandated training for its officers.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Christoper R. Catren, Chief of Police

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:
Travis Martinez, Deputy Chief

Fiscal Impact

Fiscal Year: 22/23
Revenue Generating: N
Appropriation Required Y/N: N
Budgeted Y/N: Y
Discussion:
The training has been budgeted for FY 22/23 and 23/24.

Attachments

SBC Agreement

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

Contract Number
SHR – 22 - 0061

SAP Number
N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	City of Redlands
Contractor Representative	Paul Barich
Telephone Number	(909)798-7661
Contract Term	XX-XX-2022 through 06-30-2027
Original Contract Amount	Fee per Service
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS*:*

AGREEMENT FOR TRIMESTER CONTINUING PROFESSIONAL TRAINING

WHEREAS, the County, through the Sheriff/Coroner/Public Administrator, hereinafter referred to as "Sheriff", conducts Trimester Continuing Professional Training classes for law enforcement personnel (peace officers/arson investigators); **AND**

WHEREAS, the Contractor desires to enter into an Agreement for the participation of its peace officers/arson investigators in said classes;

NOW, THEREFORE, the parties agree as follows:

A. SCOPE OF SERVICES

A.1 County shall provide Trimester Continuing Professional Training (CPT) to Contractor's peace officers/arson investigators in accordance with the San Bernardino County Sheriff's Department Continuing Professional Training and Qualifications Program. Said training shall be conducted in accordance with guidelines established in the official program manual, a copy of which shall be furnished to Contractor prior to the commencement of services hereunder. Additionally, a copy of said guidelines shall be maintained by County for review by any interested third party.

A.2 County shall provide a four-hour CPT orientation session to Contractor's peace officers/arson investigators, mandatory for all agency personnel entering the program for the first time, designed to prepare individuals for ongoing Trimester CPT. Sheriff's CPT staff shall assess incoming participants as to the necessity of orientation session prior to scheduling ongoing training and for any additional training, as required, for identified deficiencies.

A.3 County shall provide a Safety Officer who shall coordinate with Contractor to ensure the proper use of the County's facilities and communicate identified orientation needs.

A.4 The Sheriff's Safety Officer shall be in complete charge and control of all activities during all training sessions.

A.4.1 All participants shall conduct themselves in accordance with the San Bernardino County Frank Bland Regional Training Center Range Rules and Regulations which will be presented to the participants prior to the commencement of service hereunder.

A.4.2 Violations of the above-mentioned rules and regulations may result in immediate termination of participants' rights to further training under this Agreement.

A.5 It shall be the sole responsibility of the Contractor to ensure that all students arrive for all training sessions.

B. TERM AND TERMINATION

The term of this Agreement shall be for a period commencing on August 1, 2022, or upon the date of approval by the Sheriff, whichever is later, and ending on June 30, 2027. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, by Contractor or by County, upon written notice given to the other party at least thirty (30) days prior to the date specified for said termination. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other, accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Notwithstanding the foregoing, County may terminate this Agreement at any time, without advance notice to Contractor, in the event Contractor fails to comply with any term of this Agreement.

C. FISCAL PROVISIONS

C.1 Contractor shall compensate the County at the rates set forth and attached hereto as Schedule A. Contractor will be billed in arrears when the orientation session and/or Trimester CPT has been completed. Contractor shall submit payment to the Sheriff's Training Center for the costs billed within forty-five (45) days of invoice.

C.2 Schedule A reflects the rates in effect at the execution of this Agreement. County shall have the right to adjust the rates provided under this Agreement at the end of each fiscal year for the ensuing fiscal year. Any subsequent cost change(s) shall become effective on July 1 of the County fiscal year (July 1 through June 30). Such rate change(s) can include changes to Memoranda of Understanding approved by the County Board of Supervisors for County employees, and other inflationary costs. Sheriff shall provide notice to Contractor of pending rate change(s) by providing Contractor with a revised Schedule A reflecting such rate change(s).

C.3 CANCELLATION POLICY: Contractor agrees to pay the full cost of any scheduled facility session according to the Schedule A charges for the specific time booked unless the reserved time has been cancelled, at a minimum, twenty-four (24) hours prior to the scheduled session time. Contractor may cancel scheduled sessions by calling the Sheriff's Range office at (909) 473-2549 or by sending an e-mail to: sheriffsrange@sbcsd.org.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

D.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all direct claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code

section 2782. Provided, however, that this indemnity does not extend to any environmental hazards or risks.

D.2 Additional Insured

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

D.3 Waiver of Subrogation Rights

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

D.4 Policies Primary and Non-Contributory

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

D.5 Severability of Interests

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

D.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the Sheriff's Department to the address referenced in Paragraph F, evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

D.7 Acceptability of Insurance Carrier

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

D.8 Deductibles and Self-Insured Retention

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

D.9 Failure to Procure Coverage

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

D.10 Insurance Review

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

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

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

D.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

For contractors which are considered self-insured public entities: Both Contractor and County are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. Contractor and County warrant that through their respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

For contractors which are not considered self-insured public entities: Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

D.11.1 Workers' Compensation Liability - A program of Workers' Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Agreement.

D.11.2 Commercial/General Liability Insurance - The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

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

D.11.3 Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

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

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

D.11.4 Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

D.11.5 Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

D.12 Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

E. RIGHT TO MONITOR AND AUDIT

E.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

E.2 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Agreement or until all pending County, State and Federal audits are completed, whichever is later.

F. NOTICES

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

San Bernardino County Sheriff's Department Bureau of Administration-Contracts Unit 655 East Third Street San Bernardino, CA 92415-0061 Fax: (909) 387-3444	City of Redlands PO BOX 3005 Redlands Redlands, CA 92373

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

G. AUTHORITY

The Sheriff/Coroner/Public Administrator of San Bernardino County shall have the right to exercise the County's authority under this Agreement including the right to give notice of termination on behalf of the County at his sole discretion.

H. AGREEMENT AUTHORIZATION

The Contractor warrants and represents that the individual signing this Agreement is a properly authorized representative of the Contractor and has the full power and authority to enter into this Agreement on the Contractor's behalf.

I. ENTIRE AGREEMENT

This Agreement, consisting of seven (7) pages and Schedule A, attached hereto and incorporated by reference, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

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

************END OF SECTION************

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

Approved as to Legal Form

Name, Title

Dated: _____

Agency Name_____

► _____
Signature

City of Redlands
(Print or type name of agency/department)

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

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

Title _____
(Print or Type)

Dated: _____

Address PO BOX 3005

Redlands, CA 92373

FOR SHERIFF USE ONLY

Approved as to Legal Form		Reviewed/Approved by Sheriff-Coroner Authorized Signature
► _____	_____	► _____
Richard D. Luczak, Deputy County Counsel		Kelly Welty, Chief Deputy Director of Sheriff's Administration
Date _____	_____	Date _____

SCHEDULE A

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

CONTINUING PROFESSIONAL TRAINING (CPT)
FEE SCHEDULE 2022-27 *

TRAINING DESCRIPTION	FEE
CPT Orientation Session (per session)	$725
CPT Training (per participant, per trimester)	$290

* The rates on this page are for the fiscal year 2022-23 only and may be adjusted each fiscal year.

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Memorandum of Understanding between the City of Redlands and the University of Redlands for the provision of standby paramedic services at university football games (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 Memorandum of Understanding with the University of Redlands for the provision of standby paramedic services during the 2022-2023 school year football games.

RECOMMENDATION:

Staff recommends the City Council approve a Memorandum of Understanding between the City of Redlands and the University of Redlands for standby paramedic services at all university football games during the 2022-2023 school year.

DISCUSSION:

The University of Redlands has requested standby paramedic services at all football games during the 2022-2023 school year. The Redlands Fire Department has agreed to provide a Medic Squad or All Risk Vehicle, staffed with two personnel, to provide Advanced Life Support paramedic services at five football games during the 2022-2023 school year. The University of Redlands will compensate the City for these services at rates that will reflect the actual and reasonable costs incurred by Fire Department personnel to provide these services. In addition, should there be any playoff games, Fire Department emergency personnel will be available for any additional games.

Staff is seeking City Council approval of a Memorandum of Understanding with the University of Redlands for the standby paramedic services to formalize the partnership between the City and the University.

ALTERNATIVES:

Not approve MOU for the provision of standby paramedic services.

STRATEGIC PLAN:

Priority B - Public Health and Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year:	2022-2023
Revenue Generating:	N
Appropriation Required Y/N:	N

Discussion:

The University of Redlands will compensate the City for the provision of the standby paramedic services for two Fire Department personnel for six hours each game at the rates reflected in Exhibit A of the MOU.

Attachments

Standby Paramedic Services MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF REDLANDS AND
THE UNIVERSITY OF REDLANDS
FOR STANDBY PARAMEDIC SERVICES

This Memorandum of Understanding is made and entered into this 6th day of September, 2022 (the Effective Date) by and between the City of Redlands ("City") and the University of Redlands ("University"), who each are sometimes individually referred to herein as a "Party", and collectively, as the "Parties."

RECITALS

WHEREAS, the University has requested that the City enter into this Memorandum of Understanding to allow for the provision of standby paramedic services provided by the Redlands Fire Department to provide first response medical care at five University football games during the 2022-2023 school year; and

WHEREAS, the University agrees to compensate City for the provision of standby emergency services by the Redlands Fire Department at each University football game; and

WHEREAS, the Fire Chief concurs with, and consents to this Memorandum of Understanding;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the City and University agree as follows:

AGREEMENT

1. The Redlands Fire Department shall provide Advanced Life Support (ALS) standby Paramedic services ("Services") at five (5) football games at the University for a duration of six hours each game during the 2022-2023 school year beginning September 3, 2022 through November 12, 2022. The Services shall include the following:

A. Provide ALS (Paramedic) service with a standby crew consisting of a Paramedic Squad or All Risk Vehicle (ARV) staffed by two (2) Redlands Fire Department personnel for ALS medical care at University football games.

B. The standby crew will be present at Ted Runner Stadium, 1200 E Colton Ave, Redlands, CA 92374 he following scheduled dates and times, unless advised differently by the University:

1. September 3, 2022 – 5:00 P.M. to 11:00 P.M.
2. September 24, 2022 - 5:00 P.M. to 11:00 P.M.
3. October 22, 2022 - 5:00 P.M. to 11:00 P.M.
4. October 29, 2022 – 11:00 A.M. to 5:00 P.M.
5. November 12, 2022 - 11:00 A.M. to 5:00 P.M.

C. University shall make a written request to the Fire Chief for additional Services for

playoff games which may be scheduled by the University.

2. University shall compensate the City for the Services at the City rates in Exhibit A which are in effect on the Effective Date of this Memorandum of Understanding. The City rates reflect the actual and reasonable costs incurred by the City in providing the Services.

3. The University will provide the Fire Chief with any additional changes in scheduling, cancellations, reporting location, special instructions or guidelines, and point of contact information.

4. Either party may terminate this Memorandum of Understanding in the event that the Redlands Fire Department could not provide the appropriate staff to provide the services due to a city-wide emergency or a Department staffing shortage at any time by giving fourteen (14) days prior written notice of termination to the other Party. All outstanding charges for Services rendered up to the date of termination shall be paid to City on the effective date of termination.

5. City shall hold harmless, defend and indemnify the University, and its officers, board members, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the City's performance under this Memorandum of Understanding, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or injury to or destruction of property, and arises out of or is connected with the performance of the Services by City under this Memorandum of Understanding. Nothing herein shall be interpreted to obligate City to indemnify and defend the University and its officers, board members, employees and agents for the University's sole negligence or willful misconduct.

The University shall hold harmless, defend and indemnify City, and its officers, employees, and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the University's performance under this Memorandum of Understanding, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or injury to or destruction of property, arises out of or is connected with the performance of the of University under this Memorandum of Understanding. Nothing herein shall be interpreted to obligate University to indemnify and defend the City and its officers, employees, and agents for the City's sole negligence or willful misconduct.

In the event of concurrent negligence, the liability for any and all claims for injuries or damages to persons and/or property which arise out of or relate to this Memorandum of Understanding shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

6. Both Parties shall self-insure or maintain a policy or policies of insurance as set forth below for the term of this Memorandum of Understanding:

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements or certification of self-insured or exemption from the workers' compensation laws of the State of California.

B. Comprehensive General Liability insurance in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

7. The University's Department of Public Safety shall cooperate with the City and its Fire Department in any emergency incidents relating to actions pursuant to the authority provided by this Memorandum of Understanding.

8. In the event any action is commenced to enforce or interpret the terms or conditions of this Memorandum of Understanding, the prevailing party in such action shall be entitled to recover, in addition to its costs and other relief, its reasonable attorneys' fees, including fees for in-house counsel of the respective Parties at rates prevailing in San Bernardino County, California.

9.. This Memorandum of Understanding represents the entire agreement of the Parties hereto as to the matters contained herein, and any prior negotiations, verbal and written agreements with regard to the subject matter hereof between the City and the University are superseded by this Memorandum of Understanding. Any amendment to this Memorandum of Understanding shall be in writing, approved by City and signed by City and University.

CITY OF REDLANDS

_____ Date_____

Paul T. Barich, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

CONCUR:

_____ Date_____

Rich Sessler, Fire Chief

UNIVERSITY OF REDLANDS

_____ Date_____

Donna Eddleman, Dean of Student Affairs
University of Redlands

EXHIBIT A

SCENARIOS		
Two FF/PMs		
FF/PM	29.39	176.34
FF/PM	29.39	176.34
	TOTAL:	**$ 352.68**
FF/PM and Engineer		
Fire Engineer	34.65	207.90
FF/PM	29.39	176.34
	TOTAL:	**$ 384.24**
FF/PM and Captain		
Fire Captain	40.56	243.36
FF/PM	29.39	176.34
	TOTAL:	**$ 419.70**

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an Assignment and Assumption Agreement between the City of Redlands, Otto Environmental Systems North America, Inc. and Duramax Holdings LLC, for supply and delivery of residential refuse bins (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 Assignment and Assumption Agreement between the City of Redlands, Otto Environmental Systems North America, Inc. and Duramax Holdings LLC.

RECOMMENDATION:

Staff recommends that City Council approve the Assignment and Assumption Agreement among City of Redlands, Otto Environmental Systems North America, Inc, and Duramax Holdings LLC, to revise the Contractor's business name and contact information.

DISCUSSION:

The City of Redlands Solid Waste Division utilizes refuse bins for the curbside collection of trash, green waste, organic food waste, and commingled recyclables. Due to the nature of refuse collection, the automated containers are subject to continual contact with the metal arms of the collection vehicles, which results in wear and tear over time.

On September 7, 2021, the City Council approved an agreement with Otto Environmental Systems North America, Inc. for supply and delivery of residential refuse bins in an amount not-to-exceed $399,697.20 for a period of one year,

with two additional one-year renewal options, for a total amount not-to-exceed $1,199,091.60. On July 14, 2022, staff was notified of the vendor name and remittance address change. This Assignment and Assumption Agreement reflects the agreement among City of Redlands, Otto Environmental Systems, LLC and Duramax Holdings, LLC. There is no fiscal impact related to this administrative change.

ALTERNATIVES:

Not Applicable

STRATEGIC PLAN:

Supports Priority D- Sustainability

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2022-23

Discussion:

There is no fiscal impact related to approval of this Assignment and Assumption Agreement. This is an administrative change.

Attachments

A. Assignment Agreement Duramax and Otto

B. Otto Environmental Systems Agreement

C. Duramax Otto Purchase Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT OF NON-PROFESSIONAL SERVICES AGREEMENT FOR EQUIPMENT AND SUPPLIES

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") is made this 6th day of September 2022 ("**Effective Date"**) among City of Redlands, a municipal corporation ("**City**"), Otto Environmental Systems North America, Inc., a Delaware corporation ("**Assignor**") and Duramax Holdings LLC, an Ohio Limited Liability Company doing business as Otto Environmental Systems ("**Assignee**").

WITNESETH:

WHEREAS, the City and Assignor entered into a non-professional services agreement for equipment and supplies ("Agreement") dated September 7, 2021; and

WHEREAS, Assignor and Assignee entered into an agreement dated November 19, 2021 for Assignee to acquire all or substantially all of the assets of Assignor; and

WHEREAS, Section 8.2 of the Agreement describes the process for assignment of the rights, duties, and obligations under the Agreement, and specifies that a transfer requires the City's prior written consent of the City; and

WHEREAS, the Assignee requested City to consent to the Agreement transfer; and

WHEREAS, Assignee has demonstrated to the City's satisfaction that Assignee has the operational and financial ability to perform the terms of this Agreement; and

WHEREAS, subject to City approval as provided in the Agreement, Assignor desires to convey and assign to Assignee, and Assignee desires and agrees to accept and assume all of the rights, duties, obligations, title and interest of Assignor with respect to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound hereby, agree as follows:

1. ASSIGNMENT. Assignor does hereby irrevocably convey, transfer and assign to Assignee, all of the rights, title, interest, duties and obligations of Assignor with respect to the Agreement (the "**Assigned Interest**").

2. ASSUMPTION. Subject to the terms and conditions of this Assignment, Assignee hereby irrevocably accepts and assumes the Assigned Interest and from the Effective Date agrees to perform and be bound by all the terms, conditions and covenants of, and assumes the duties and obligations of Assignor with respect to, the Assigned Interest.

3. CITY APPROVAL OF ASSIGNMENT. Subject to the terms and conditions of this Assignment, the City hereby approves and consents to the assignment and assumption of the Agreement.

4. REMEDIES OF ASSIGNOR. Assignor shall have the right to enforce the provisions of this Assignment and Assignee's obligations by any appropriate legal or equitable actions and remedies in the event of any delay, failure to perform or breach by Assignee under the provisions of this Assignment assumed by Assignee.

5. REMEDIES OF CITY. City shall have the right under the Agreement to enforce the provisions of this Assignment and the assumed obligations by any appropriate legal or equitable actions and remedies in the event of any delay, failure to perform or breach by Assignee under the provisions of this Assignment or the assumed obligations assumed by Assignee.

6. FURTHER ASSURANCES. Assignor and Assignee shall execute and deliver all such other and further documents and perform all such further acts that may be necessary to effectuate the terms and provisions of this Assignment.

7. SUCCESSORS AND ASSIGNS. This Assignment shall be binding on all successors and permitted assigns of the Parties and inure to the benefit of the respective successors and permitted assigns of the Parties.

8. NOTICES. Notices under this Assignment shall be sent in the manner as follows:

To Assignor: Duramax Holdings LLC dba Otto Environmental Systems
Attn: Robert Cheney
Chief Commercial Officer
Duramax Holdings dba: Otto Environmental Systems
12700 General Drive, Charlotte, NC 28273
Robert.Cheney@otto-usa.com
Phone: 800-795-6886
Fax: 704-588-5250

To Assignee: Otto Environmental Systems North America, Inc.
Attn: Michael Costello,, President and CEO
12700 General Drive
Charlotte, North Carolina 28273
Michael.Costello@otto-usa.com

To City: City Clerk
City of Redlands
35 Cajon Street
P.O. ox 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531
Fax: (909) 798-7535

9. HEADINGS. Section headings in this Assignment are for convenience only and are not intended to be used in interpreting or constraining the terms, covenants or conditions of this Assignment.

10. GOVERNING LAW. This Agreement shall be deemed made and prepared and shall be governed, construed and interpreted in accordance with the laws of the State of California, without reference to conflicts of laws rules.

11. NO AMENDMENT TO ASSIGNED AGREEMENT. Nothing contained herein shall change, alter or otherwise amend the terms of the Agreement, which shall remain in full force and effect, subject to the assignment, assumption and amendment of the Agreement as set forth herein.

12. **SEVERABILITY**. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

13. COUNTERPARTS. The Parties may execute this Agreement in one or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. Signatures delivered by facsimile or portable document format (.pdf) shall be deemed to be original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

DURAMAX HOLDINGS LLC
a Limited Liability Company
"ASSIGNOR"

By: _____
Name: Robert Cheney
Title: Chief Commercial Officer

OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC.
a Delaware corporation,
"ASSIGNEE"

By: _____
Name: Robert Cheney
Title: Chief Commercial Officer

THE UNDERSIGNED HEREBY ACKNOWLEDGES RECEIPT OF THE FOREGOING ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENTS TO THE ASSIGNMENT CONTEMPLATED THEREUNDER:

CITY OF REDLANDS

By: _____
Paul T. Barich
Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of automated refuse bin containers and associated services ("Agreement") is made and entered in this 7th day of September, 2021 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Otto Environmental Systems North America, Inc., a Delaware 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 the supply and delivery of automated refuse bin containers and associated 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. The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term

and the Extended Terms are collectively referred to herein as the "Term" of this Agreement.

4.2 Contractor's failure to provide Services 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 fifty cents ($0.50) per undelivered container each day, excluding Saturdays, Sundays and Federal Holidays. The Parties' execution of this Agreement shall constitute the express agreement by City and Contractor that fifty cents ($0.50) per undelivered container each day is the estimated damage to City caused by the failure of the Contractor to complete the work within the allowed time. Such sum is established as liquidated damages, and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

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 three hundred ninety nine thousand six hundred ninety seven dollars and twenty cents ($399,697.20) 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 three hundred ninety nine thousand six hundred ninety seven dollars and twenty cents ($399,697.20) for the second Extended Term; and three hundred ninety nine thousand six hundred ninety seven dollars and twenty cents ($399,697.20) for the third Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one million one hundred ninety nine thousand ninety one dollars and sixty cents ($1,199,091.60). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference.

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

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or

express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531 Fax: (909) 798-7535	Michael Costello, President and CEO Otto Environmental Systems N. America, Inc. 12700 General Drive Charlotte, NC 28273 Michael.Costello@otto-usa.com Phone: (480) 227-6335 Fax: (704) 588-5250

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

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

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

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

6.2 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including

attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC.

By: _____
Michael Costello, President and CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Provide automated refuse containers on a per unit need-by-need bases.

DELIVERY

All refuse, yard waste and recyclables containers shall be delivered complete and ready to assemble, and shall be shipped and delivered in a new unused state. Containers shall be molded from a fully recyclable material supplied from a national petrochemical manufacturer; certifications by manufacturer and prior approval of said material by the City is required. Assemblies, subassemblies, and component parts shall be standard and interchangeable throughout the entire quantity of containers. Manufacturer shall to furnish a complete itemized parts list and assembly manual for containers;

Manufacturer shall supply the names of all sublet vendors from which they procure finished parts or materials used in the assembly of containers, including, but not limited to, appurtenant hardware.

Containers shall be delivered to the City of Redlands within 30 days after issuance of order. Each order will be in increments of 504 units.

WARRANTY

"Container" is defined as a complete unit including all lids and appurtenant hardware. All containers furnished shall be unconditionally (100%) warrantied for a minimum of ten (10) years after physical delivery and acceptance by the City. The unconditional warranty shall include, but not be limited to, such items as cracking, chipping, peeling, and other types of distortion; failures at attachment points for lids, hinges or other points of attachment; weathering, degrading, defective or insufficient materials; poor workmanship on the part of manufacturer; lowered ultraviolet resistance during normal usage as the container ages, and placement of all warnings and directions for use upon the lid/container as specified. Defective containers, which are replaced under warranty provisions, shall be replaced as complete containers (including lids and hardware) within thirty (30) working days from notification of defect by the City. Contractor agrees to reimburse the City for any loss which may be incurred by the City incidental to the loading, shipping and disposal of defective containers. All costs, including shipping costs for delivery to Redlands, incurred in the replacement of said defective units or parts shall be fully borne by the Contractor. In addition to the warranty implied by fact or law, Contractor expressly warrants all items to be new, free from defect in design, materials, construction and workmanship, and to be fit and sufficient for their intended purpose. Contractor shall not be responsible for damage or destruction caused by fire, vandalism, abuse, neglect, or acts of God after containers have been delivered and accepted.

DESIGN SPECIFICATIONS

Universal Type Automated Refuse Containers

- Container capacity (large refuse, green waste, and recyclables): 95-gallon (U.S. liquid gallons in container base).
- Container capacity (small refuse, green waste, organic, and recyclables): 65-gallon (U.S. liquid gallons in container base).
- Container configuration and color: Refuse, round/Grey; Green Waste, round/green; Recyclables, round/blue, and Organics; round/Tan.
- Dimensions: 27.5" maximum width at widest point including lid; hip or gripping surface diameter must be compatible with City of Redlands automated side-loading vehicles.
- Lid: Each container shall be furnished with a water-tight lid molded from the same material as the container; lid shape shall feature overlapping "flared" sides in order not to bind against the sides when container is distorted by gripping devices. Primary lid attachment to container shall NOT feature metal hinges, tubes, P.V.C. plastic, or glued connections. The primary lid shall open to a minimum 270 degrees measuring from the closed position to the full open position. The minimum material thickness shall not be more than 0.12".
- Weight: No more than 4lbs.
- Handle: Each container shall feature a cart handle which is an integral part of the body of the cart, and not the lid. Diameter: shall be 1.2" and provide 1.87" clearance for hands.
- Identification: A numbering system shall be utilized that can identify containers by year and month of manufacture; a Serial number tracking system in 1 - 1 ½ inch size numbers shall be hot stamped into the front body wall. All containers shall be identified with the wording "City of Redlands" inscribed and molded into the lid: additional standard safety information provided by manufacturer shall be included if deemed standard.
- Finish: Interior surfaces shall be molded with a smooth finish, with exterior surfaces featuring a non-slip texture finish.
- Hardware: All metal hardware shall be zinc plated or stainless steel to prevent corrosion; hardware packaging shall be approved by the buyer in an acceptable form to facilitate unloading and handling in a safe manner.
- Stability: Containers shall be stable and self-balancing when in the upright position, whether loaded or empty.
- Containers shall be designed and rated to handle a 230-pound load (65-gallon), and 335-pound load (95-gallon)
- Carts will be injection molded only (NO rotationally molded carts).
- Carts must have a contoured shape and rounded edges to create fewer stress points.
- Compressive force: Each container shall be capable of withstanding a compressive force of 200 pounds anticipated in the process of lifting and dumping without sustaining damage, deformation, or structural failure, side wall thickness NO GREATER THAN 0.15 INCH AND 0.15 ON THE BOTTOM SECTION.
- Containers shall be designed to be picked up and dumped by a clasping arm mechanism that applies force at a point approximately 1/3 of the height below the top edge. Containers shall be adequately designed to prevent sliding through lifting arm when lifted and turned

upside down to be emptied: City testing has revealed that full length rectangular shaped carts (European style) are incompatible with City automated equipment and therefore unacceptable. Container body shall be designed without cavities or partitions, which could retain refuse after dumping. Loading Height: 41.75", Overall Depth: 33.25", Overall Height: 45.375".

- Wording: the existing wording and graphics shall be in both English and Spanish and shall be molded into the lids of each container.
- Markings: Refuse carts shall be hot stamped on both sides with the City of Redlands logo. Green Waste carts shall be hot stamped with the City of Redlands "Recycling" logo.

ENVIRONMENTAL AND SAFETY AND HEALTH STANDARDS COMPLIANCE

Contractor shall comply with applicable environmental statutes, regulations & guidelines in performing the work required under this agreement. Contractor shall also comply with applicable Occupational Safety and health standards, regulations and guidelines in performing the work required under this agreement.

EXHIBIT "B"

PRICE AND FEE BID

RESIDENTIAL CONTAINER PURCHASE PRICE

Per Unit Purchase Price	
Product Description	Unit Price
95 gal. Automated containers (grey – refuse)	$54.27
95 gal. Automated containers (green – green waste)	$54.27
95 gal. Automated containers (blue – recyclable)	$54.27
65 gal. Automated containers (grey, green, blue tan)	$47.27

ESCALATION AND DE-ESCALATION OF BID PRICE

During the Term of this Agreement, there may be a general published manufacturer's price change OR a general market change, as evidenced by prices paid by other governmental entities or private organizations, in either the cost of materials or labor of the product or service specified herein. Within thirty (30) calendar days of a DECREASE in price, Contractor shall have an AFFIRMATIVE DUTY to (1) notify the City of market, manufacturer or laborer decreases in prices; and (2) to extend the full decrease to the City. Failure of Contractor to notify the City and/or extend such decrease(s) may be considered a breach of contract.

Contractor is allowed to increase price once a year, upon contract term renewal ONLY. In event of an INCREASE in price, the City may allow, upon presentation of suitable proof and thirty (30) calendar days' advanced written notice, an increase over bid price. Increases will apply only to products or services affected by an increase in raw material, labor, or other like cost factors. No increase will be allowed earlier than (365) calendar days from date of contract award, including thirty (30) calendar days' advanced written notice and written approval by authorized City staff.

If the Contractor proposes a price increase, the Contractor shall be required to submit any price increases to authorized city staff. Said notice shall show item number, current price, suggested price increase, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the contract if price increases are not acceptable. Documentation may be required to provide justification for any increases based on the US Bureau of Labor Statistics, Consumer Price Index increases or manufacturer increases that are out of the control of the Contractor.

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.

OTTO ENVIRONMENTAL SYSTEMS
NORTH AMERICA, INC.

By: _____ Date: 8/18/21
Michael Costello, President and CEO

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made to be effective as of November 19, 2021, between and among Duramax Holdings LLC, an Ohio limited liability company ("Buyer") and Otto Environmental Systems North America, Inc., a Delaware ("Otto Environmental"), Otto Industries North America, Inc., a Delaware corporation ("Otto Industries") and OCM Solutions, LLC, a Delaware limited liability company ("OCM") (collectively, Otto Environmental, Otto Industries and OCM are referred to herein as "Sellers").

RECITALS

A. Sellers are the owners and operators of a plastic injection molding business commonly known as "Otto Environmental" (the "Business").

B. Buyer desires to purchase from Sellers, and Sellers desire to sell to Buyer, certain assets used in the Business owned by Sellers, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration the receipt of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Recitals**. The Recitals set forth above are incorporated herein by reference as though fully rewritten herein.

2. **Purchase and Sale**. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing (as hereinafter defined), Buyer shall purchase and acquire from Sellers, and Sellers shall sell, transfer, assign and deliver (or cause to be sold, transferred, assigned and delivered) to Buyer, all of the assets of the Business (collectively the "Purchased Assets"), free and clear of all liens and encumbrances and including, but not limited to, all right, title and interest of Sellers, in, to and under the following:

(a) Personal Property. All tangible personal property and interests therein, including machinery, equipment, furniture, office equipment, communications equipment, computer equipment, vehicles, spare and replacement parts, fuel and other tangible personal property held, used or useable in connection with the Business, wherever located, including such property listed on Exhibit 1.

(b) Inventory. All inventories of the Business at the date of Closing;

(c) Contract Rights. All rights under the contracts, agreements, leases, permits and licenses (to the extent such permits and licenses are transferrable under applicable law), commitments, sales and purchase orders and other instruments listed on

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties as of the date first above written.

(Sellers)

OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC.

By: Eric Klein
Name: Eric Klein
Title: Authorized Representative

OTTO INDUSTRIES NORTH AMERICA, INC.

By: Eric Klein
Name: Eric Klein
Title: Authorized Representative

OCM SOLUTIONS, LLC

By: Eric Klein
Name: Eric Klein
Title: Authorized Representative

(Buyer)

DURAMAX HOLDINGS LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties as of the date first above written.

(Sellers)

OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

OTTO INDUSTRIES NORTH AMERICA, INC.

By: _____
Name: _____
Title: _____

OCM SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

(Buyer)

DURAMAX HOLDINGS LLC

By: _____
Name: Brian F. Coll
Title: Chief Executive Officer

BFC

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the agreement with Walker Consultants, Inc. for the completion of a Downtown Parking Study for an amount not-to-exceed $121,560 (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 approve the agreement with Walker Consultants Inc. for an amount not-to-exceed $121,560.

RECOMMENDATION:

Staff recommends that City Council approve the agreement with Walker Consultants, Inc. for the completion of a downtown parking study for an amount not-to-exceed $121,560.

DISCUSSION:

Over the past decade, the City of Redlands' downtown has continued to grow and thrive, with the surrounding core around State Street considered one of Redlands' greatest assets. A central goal of the 2035 General Plan and draft Transit Villages Specific Plan is enhancing a pedestrian-friendly, walkable urban core by promoting in-fill and mixed-use development in the downtown area.

There are several large mixed-use projects, including the redevelopment of the Redlands Mall, that will be added to the downtown over the next several years. The City desires to plan for and to provide sufficient parking in downtown to ensure its economic vitality and success; to provide that parking cost-effectively and in convenient locations for users; and to efficiently manage parking in a manner that supports a walkable and pedestrian-friendly downtown environment.

On May 31, 2022, the Development Services Department published a Request for Proposal (No. 20220428CE) requesting a Downtown Parking Study. The City received nine (9) proposals, with the three (3) highest scoring from company proposals, selected to be interviewed. After completion of the interviews, Walker Consultants, Inc. (Walker) was selected to complete the Downtown Parking Study.

	Vendor	Location
1	CR Associates	Los Angeles, CA
2	Dixon Resources Unlimited	San Diego, CA
3	EVARI GIS Consulting, Inc.	San Diego, CA
4	Fehr & Peers	Riverside, CA
5	General Technologies and Solutions (GTS)	Los Angeles, CA
6	KOA Corporation	San Diego, CA
7	Neslon\Nygaard Consulting Associates, Inc.	Los Angeles, CA
8	TJW Engineering, Inc.	Irvine, CA
9	Walker Consultants, Inc.	Los Angeles, CA

In accordance with Chapter 2.16.180 of the City's Municipal Code, an evaluation committee reviewed and rated the proposals based on each firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP. Walker was identified as the consultant most qualified to perform the tasks listed in the RFP.

Walker has worked with cities throughout Southern California and has expertise in identifying the technical and structural characteristics, values, and needs of the communities they have served. Some of these clients include Solvang, Redondo Beach, San Diego, Beaumont, Palm Springs and Santa Monica. A vitae for Walker is attached to this report.

Walker has spent thousands of hours observing and analyzing parking and curb use over decades as the lead author of the International Council of Shopping Center's (ICSC's) and Urban Land Institute's (ULI's) shared Parking Models and publications. Walker has expertise in all aspects of parking policy, including pairing, new mobility management and planning, shared parking, shared operation, enforcement and technology, signage and wayfinding, data collection and analytics, street design and activation of public spaces and streets.

The scope of work for the study will include:

- Inventory and mapping of existing parking facilities;
- Parking utilization analysis;
- Parking management recommendations;
- Strategies to improve utilization; and
- Opportunities for new parking facilities

Development Services Department staff will provide updates to the Traffic and Parking Commission throughout the study period and when the study is completed, prior to a presentation to the City Council. The study is anticipated to be completed by May 2023.

ALTERNATIVES:

City Council may elect not to approve the agreement and provide alternative direction to staff. However, not approving the agreement would impact the current schedule for completion of the study.

STRATEGIC PLAN:

Strategic Plan Priority A, Strategic Objective 2 - Increase accessibility to businesses and essential services through improvements to mobility and parking.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Cruz Esparza IV
Economic Development Manager

Fiscal Impact

Fiscal Year:	2022-23
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$125,000
Budgeted Y/N:	Y
Account No.:	101161-6710
Discussion:	

Attachments

Attachment A: Walker Agreement
Walker Consultants Company Profile

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the preparation of a Downtown Parking Study and the provision of professional consulting services ("Agreement") is made and entered in this 6th day of September 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Walker Consultants, Inc. a Michigan Corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to prepare a Downtown Parking Study and provide professional consulting services for the City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

ARTICLE 4 – PERFORMANCE OF SERVICES

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

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred twenty-one thousand five hundred sixty dollars ($121,560). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Schedule") which is attached hereto and incorporated herein by reference.

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

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

CITY:	CONSULTANT:
City Clerk	Steffen Turoff
City of Redlands	Principal In Charge
35 Cajon Street	Walker Consultants, Inc.
P.O. Box 3005 (mailing)	707 Wilshire Blvd.
Redlands, CA 92373	Suite 3650
jdonaldson@cityofredlands.org	Los Angeles, CA 90017
(909) 798-7531	sturoff@walkerconsultants.com

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

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

A. Workers' Compensation and Employer's Liability insurance in the amount that meets

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

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

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

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

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

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

WALKER CONSULTANTS, INC.

By: _____
Steffen Turoff, Principal In Charge

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Approach and Methodology

The City of Redlands, its businesses, residents, and visitors are at the confluence of converging and complimentary trends, providing an opportunity to rethink how travel and access should be provided to enhance the quality of life in its historic Downtown area. The traditional paradigm of transportation in California that requires a parking space for every person who patronizes and works at a restaurant or other business in the City is evolving. New technologies and changing consumer preferences for the simple convenience and pleasure of bicycling and walking allow the public choices other than relying on driving and parking to reach their destination. At the same time, Walker recognizes that the majority of access will continue to occur via private vehicles, which should be accommodated and managed efficiently to maximize the use and utility of parking assets.

The inefficiency and cost of devoting too much land to parking spaces and inefficient management of that space can be detrimental to the vibrancy of a mixed-use Downtown area, constrains business and limits the City's ability to advance mobility and climate goals. An inefficient parking system increases traffic, deters bicycling and walking, prevents existing businesses from expanding or new business from opening, and limits the number of businesses and destinations to visit in the City.

With the planned addition of 1,000+ residential units to downtown Redlands, the time is now for the City to take a comprehensive look at parking and mobility in its Downtown core to ensure that the system serves the needs of both existing and future businesses, residents, and visitors in an effective and efficient manner. The City is also constructing a new parking garage that will support the downtown Redlands train station as well as intensifying downtown land uses and activity. The garage should promote a "park once" strategy, creating a more active transportation-oriented downtown.

We will approach this effort from all perspectives, real estate, infrastructure, design, policy, management, financial, and most of all the human experience. How can the City get the highest and best use out of its parking facilities while maintaining a high-level of customer service and satisfaction? How can we use parking policies to efficiently managed demand while also providing incentives for non-auto travel? How can the recommendations and policies determined in this study support the goals of both the General Plan and Transit Villages Specific Plan?

Is parking pricing appropriate as a management tool and as an essential method for fostering equity and balance among diverse populations and user groups? What is the right curb allocation and usage of the curb beyond traditional on-street parking? This is just as important, with ride apps, commercial delivery, and micro mobility options continually changing transportation behaviors and how we use this precious, valuable space.

Walker's parking plans and policies, parklet designs and programs, shared use analyses for parking facilities, wayfinding plans, technology plans, curb management plans, financial analysis, and active transportation and mobility plans, have answered these questions for our clients, to maximize their parking and generate infinite imagination of those who seek to be together in more livable spaces.

Our Process

In the era of changing mobility and consumer demands, how can valuable parking assets, curb space, and public space be planned, organized, and optimized to prioritize needs, accommodate demand, and achieve

the City's goals. In keeping with this mandate, we propose to focus on the following core areas of achievement:

- Understand the City of Redland's holistic approach. The City's planning efforts embrace the connections between economic, social, modal, environmental, and cultural impacts. Recommendations developed through this work will be equally comprehensive in their scope and impact.
- Use the City's goals as a north star. The General Plan and Transit Village Specific Plan can provide a path for all efforts related to parking, mobility, and access. Walker will view the City's goals for climate, mode share, access, equity, and economic development as our "north star" for developing recommendations that meet the core vision and values of the City and its constituents.
- Be aspirational and inspirational, but also data-driven in identifying best practices. In identifying best practice solutions from across the country and around the world, Walker will evaluate not only aspiration and innovation, but also the effectiveness in performance of those best practice solutions from a quantitative and qualitative standpoint. The guiding question in this search will always be "to what extent will this solution serve the Redlands community?"
- Focus on clear and unified messaging. We will ensure that this effort is an extension and continuation of the City's comprehensive planning efforts through clear and unified messaging in open and collaborative partnership with City staff and stakeholders.

Scope of Work

Based on Walker's understanding of the City's goals and objectives, and the scope of work provided int he RFP, the following is Walker's detailed scope of work, outlining how the Project Team will work with the City, the community, and other stakeholders to achieve the goals and objectives of the project as outlined in the RFP. Walker will honor the goals of the tasks as set forth in the RFP as well as add value using creative solutions with a pragmatic and implementable focused deliverable.

Task 1 – Project Management

Jeff Weckstein, the Project Manager for this engagement, is known for his technical, data-driven style, aligned with client's needs and goals. Jeff's, and Walker's, goal is always to develop a mutual understanding of outcomes and conclusions and monitor project progress, and a unified, branded messaging to all constituents. Jeff's responsive, creative, and flexible approach enables him to maintain original budgets and schedules even when project goals and scope changes. He will organize and lead regular project management meetings and develop action items for follow up. Jeff will be supported by Walker's effective project management practices created from over 56 years of experience.

Task 1.1 *Kick Off Meeting.* Walker will conduct an in-person kick-off meeting with the Walker and City teams to explore project parameters, objectives, purpose, assumptions, and goals. The kick-off meeting will include determination of the study area, and a discussion of project scope, schedule, and budget. Walker will conduct a site visit after the kick-off meeting.

Task 1.2 *Confirm Scope and Schedule.* Based on the outcomes of the kick-off meeting, and the agreed upon study area, Walker will develop and finalize the project scope and schedule alongside the City's Project Manager.

Task 1.3 *Monthly Project Team Meetings/Project Updates.* Walker will conduct virtual monthly project team meetings with the Walker and City teams to review project progress, milestone, status, data, roadblocks, and preliminary findings.

Task 1.4 *Public Meetings.* Walker anticipates meeting twice with the traffic and parking commission during the Project. This scope of work assumes one virtual and one in-person meeting with the traffic and parking commission. In addition to the presentation meetings included in Task 6, this scope of work assumes one meeting with City Council during the project but before the presentation stage.

Deliverables:

- Meeting minutes and follow up action items
- Monthly invoices

Task 2 – Analysis of Existing Resources and Utilization Rates

We believe that data is the foundation to great outcomes. Our team focuses not only on data analysis, but on clear data visualization to ensure findings are digestible to the community.

Task 2.1 *Review of Existing Materials.* Walker will review the *2017 Initial Downtown Parking Study* and *Draft Transit Village Specific Plan*.

Task 2.2 *Downtown Parking Survey.* Walker will prepare a draft downtown parking and mobility survey, and work with City staff to finalize the survey. Walker will work with the City to identify appropriate means/methods to disseminate the survey, which will include, at a minimum, an intercept survey to occur over two days with one Walker staff persons performing the survey during key time periods to be discussed with the City.

Task 2.3 *Business Community Outreach.* Walker staff will attend two (2) meetings with business community representatives to discuss the goals and objectives of the study and hear specific concerns or interests of the business community related to parking management. This scope of work assumes that the meetings will occur on one day (such as a daytime and evening session) and that the City of Redlands will arrange the meeting locations and attendees.

Task 2.4 *Downtown Parking Standards Review.* Walker will review parking standards and requirements in the Downtown area. Walker will research parking standards and requirements in up to three (3) peer cities, determined jointly with City staff.

Task 2.5 *Data Collection.* Walker proposes to partner with IDAX Data Solutions to conduct the data collection effort. IDAX, overseen by Walker, will lead a multi-day data collection effort in the study area to understand and document existing parking conditions. Specifically, we propose to:

a. Conduct an inventory of public on-street and off-street parking spaces. The inventory will include gathering the number of parking spaces and current parking restrictions on a block-by-block basis. The inventory will also include other curb uses such as bus stops and loading zones and will be provided in GIS format.
b. Conduct parking occupancy counts of public on-street and off-street parking spaces. Walker anticipates the following:

a. Two (2) day of on the ground data collection
    i. Weekday (Tuesday, Wednesday, or Thursday) – every hour hours from 9am to 9pm
    ii. Weekend (Saturday or Sunday) – every hour from 9am to 9pm
    iii. Turnover (length of stay) data will be collected at select parking facilities/in select locations concurrently with the parking occupancy counts.
b. To provide the public and stakeholder more confidence our data collection efforts will include an analysis of off and on-street parking transaction and revenue data (to be provided by the City as available). We will compare this analysis to our on the ground data collection and analyze to find trends in occupancy, turnover, and peak parking times.

c. We can provide additional data collection if the City has additional budget available. We are happy to work with the City on the appropriate data collection process based on the City's preferences and needs.

Task 2.6 *Existing Conditions.* Walker will summarize the findings from Tasks 2.1-2.4 in a report chapter. Data collection will be presented using tables and through "heat maps" showing the locations in which parking demand is concentrated and locations with more availability. Congested parking areas and underutilized parking facilities will be identified through the analysis and graphics. The report will include survey results, a discussion of where parking may be added to the downtown through restriping or reconfiguration of on-street spaces, and recommendations related to the existing parking standards in the City's current land use ordinances.

Deliverable:

- Existing Conditions chapter of parking study report

Task 3 – Confirmation of Vision, Goals, and Policies

Building on learnings from previous tasks, Walker will work with the City to confirm the vision, goals, and policy agenda that has already been put in place in the City's general Plan.

Task 3.1 *Confirm Vision and Goals.* In partnership with City staff and drawing on the General Plan and learnings from the survey and peer cities review, Walker will confirm the vision and goals for the Parking Plan aligned with the General Plan. The vision will clarify the goals of the parking and mobility program and focus on balancing the needs of the downtown area stakeholders.

Task 3.2 *Develop Policies.* Based on the data and policy analysis, we will confirm a set of realistic policies, drawn largely from policies set forth in the General Plan. Policies will be grounded in the reality of staff and technology resources and capabilities, guiding regulations and statutes. Policies will address parking and access issues in downtown Redlands based on the findings in Tasks 2 and the vision and goals established in Task 3.1.

Task 3.3 *Existing City Hall Redevelopment.* Walker's functional designers will prepare preliminary conceptual parking layouts for the existing City Hall site which will be vacated. Concepts will involve demolition of the existing parking structure on the site, but potentially involve retaining the existing subterranean parking and integrating it into the conceptual above-grade design.

Deliverable:

- Vision, goals, and policies chapter of parking study report.

Task 4 – Development of Strategies and Actions (Parking Priorities and Recommendations)

We know parking and transportation is a political process. Our team is comprised of policy experts who have shepherded policy initiatives through local, state, and federal elected bodies, from fundamental change to minor amendments. We will work with the City to frame policy strategies and actions based on goals, data, visualizations, and real-life examples, to convey the story for policy change.

Task 4.1 *Strategies and Actions.* Walker will develop a list of parking, access, and mobility strategies to support the goals identified in Task 3. Walker will also recommend actions to implement the strategies and actions identified.

Deliverable:

- Strategies and actions chapter of parking study report that addresses parking issues in line with the vision, goals, and policies identified in Task 3.

Task 5 – Implementation and Measurement of Success

Task 5.1 *Action Implementation*. For each action identified in Task 4, develop a "business plan" that defines implementation of each strategy and action. The "business plan" is assumed to include each of the following for implementation:

- Whether each action will be short-, medium-, or long-term.
- The responsible City department for implementing each action, as well as departments that will support each action.
- Define how success will be measured, develop Key Performance Indicators (KPIs) for each action and an evaluation strategy to measure success.

Walker anticipates presenting the list of strategies and actions in a visual, easy to digest format, such as a matrix.

Deliverable:

- Business plan/implementation chapter of parking study report.

Task 6 – Deliverables, Draft, and Final Document

Once all deliverables from previous tasks are completed and approved, we will create an illustrative and digestible Downtown Parking Study report.

Task 6.1 *Administrative Review Document.* Based on all previous tasks, Walker will prepare the draft report for City staff review and comment. Walker will receive one (1) set of consolidated comments on the draft report.

Task 6.2 *Update Administrative Review Document.* Based on comments received, Walker will update the report.

Task 6.3 *Power Point Presentation*. Walker will prepare a power point presentation summarizes the key elements of the report to present to the Traffic and Parking Commission and City Council.

Task 6.4 *Traffic and Parking Commission Review*. Walker will update the report based on comments received from the Traffic and Parking Commission.

Task 6.5 *City Council Review*. Walker will finalize the report based on comments received from City

Council. Task 6.6 *Final Document*. Walker will submit a final document to the City.

Deliverables:

- and Final document, presentation

EXHIBIT "B"
PROJECT SCHEDULE

Year										2023
Month	September	October	November	December	January	February	March	April	May	June
Task 1: Project Management										
1.1 Project Kick-Off Meeting										
1.2 Confirm Scope & Schedule										
1.3 Project Meetings (monthly)										
1.4 Public Meetings										
Task 2: Existing Conditions Analysis										
2.1 Review of Existing Materials										
2.2 Downtown Parking Survey										
2.3 Business Community Outreach										
2.4 Downtown Parking Standards Review										
2.5 Data Collection										
2.6 Existing Conditions Chapter										
Task 3: Confirmation of Vision, Goals & Policies										
3.1 Confirm Vision & Policies										
3.2 Develop Policies										
3.3 Conceptual Design for Parking on Old City Hall Site										
Task 4: Development of Strategies & Actions										
4.1 Strategies & Actions										
Task 5: Implementation and Measures of Success										
5.1 Action, Implementation, Business Plan										
Task 6: Deliverables, draft and final document										
6.1 Administrative Review Document										
6.2 Update Administrative Review Document										
6.3 Power Point Presentation										
6.4 Planning Commission										
6.5 City Council										
6.6 Final Document										

Meetings & Project Administration	
Tasks	
Outreach	
Deliverable	

EXHIBIT "C"

Fee Schedule

Project Team	Hourly Rate	Task 1 Project Management and Administration		Task 2 Analysis of Existing Resources and Utilization Rates		Task 3 Development of Vision, Goals and Policies		Task 4 Development of Strategies and Actions		Task 5 Implementation/Measurement of Success		Task 6 Deliverables, Draft and Final Document		Grand Total	
Walker Consultants (Prime)		**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**	**Hours**	**Amount**
Steffen Turoff - Principal in Charge	250	22	$ 5,500.00	13	$ 3,250.00	6	$ 1,500.00	4	$ 1,000.00	4	$ 1,000.00	12	$ 3,000.00	61	$ 15,250.00
Jeff Weckstein - Project Manager	220	32	$ 7,040.00	44	$ 9,680.00	15	$ 3,300.00	16	$ 3,520.00	16	$ 3,520.00	25	$ 5,500.00	148	$ 32,560.00
Tania Schleck - Parking Planner & GIS	175	0	$ -	52	$ 9,100.00	25	$ 4,375.00	15	$ 2,625.00	14	$ 2,450.00	20	$ 3,500.00	126	$ 22,050.00
Ellen Schwartz - Parking Planner	175	0	$ -	35	$ 6,125.00	15	$ 2,625.00	0	$ -	0	$ -	0	$ -	50	$ 8,750.00
Efrain Gonzalez - Senior Technician	190	0	$ -	0	$ -	55	$ 10,450.00	0	$ -	0	$ -	0	$ -	55	$ 10,450.00
Chrissy Mancini-Nichols - Multi-Modal Planning	220	0	$ -	5	$ 1,100.00	6	$ 1,320.00	10	$ 2,200.00	10	$ 2,200.00	4	$ 880.00	35	$ 7,700.00
IDAX (Subconsultant)															
Management	100		$ -	120	$ 12,000.00		$ -		$ -		$ -		$ -	120	$ 12,000.00
Technician/Collector	80		$ -	160	$ 12,800.00		$ -		$ -		$ -		$ -	160	$ 12,800.00
	Total	**54**	**$ 12,540.00**	**429**	**$ 54,055.00**	**122**	**$ 23,570.00**	**45**	**$ 9,345.00**	**44**	**$ 9,170.00**	**61**	**$ 12,880.00**	**755**	**$ 121,560.00**

Note: Scope/fee can be modified based on the agreed upon study area. Current Task 2 fee assumes 5 IDAX data collectors needed for 16 hours (including travel time) for both the weekday and weekend count.
Note: Rates/fee are inclusive of project expenses.

Walker proposes to provide the scope of service for a lump sum fee of $121,560, and will invoice the City of Redlands monthly based on the percent complete for each task. The above hours breakdown is for illustrative purposes.

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.

VENDOR

By:_____ Date: _____

Steffen Turoff, Principal In Charge

WALKER CONSULTANTS

About Walker

We are a professional services firm employing specialized planners, parking-operations and technology experts, engineers, and architects. Our team of professionals deliver customized, knowledge-based services relating to mobility strategy, financial feasibility, parking operations and technology consulting, forensic restoration, building envelope testing and solutions, and parking facility design. Walker's clients include airports, municipalities, colleges and universities, hospitals, transit agencies, private owners, legal firms, and real estate developers. Our services apply decades of best practices that enhance the users' experiences and advance the owners' goals.

MOBILITY AND PARKING SOLUTIONS:

Walker delivers cost-effective and user-friendly solutions that improve mobility and access through well-designed plans, financing, operational methods, and technology.

The transportation and parking professionals within Walker's Planning and Operations & Technology group share their expertise with our clients. Walker's work has supported $3 billion in parking financing, by providing clients with thorough analyses to demonstrate the project's merit to institutions and investors. Planners and engineers at Walker led the effort to update the ULI (Urban Land Institute) and ICSC (International Council of Shopping Centers) shared parking model, the recognized industry standard. For thousands of clients, we have evaluated their parking and transportation systems, developing customized, implementable solutions. History at Walker reveals that our people and products of our work inspire changes that further the goals of each client.

Our primary objectives always focus on achieving the following:

- Make it easier for people to reach their destinations
- Support and encourage transportation mode choice
- Optimize parking and transportation customer service and bottom lines
- Improve quality of lives through economic growth and built environments that work for people
- Perform due diligence services helping to gauge market risk and upside potential

1965 FOUNDING YEAR

275+ PROFESSIONALS

23 DOMESTIC OFFICES

50 STATES

51 COUNTRIES

PLANNING

- Parking, mobility, and curbside analysis and plans, including the impacts of transportation network companies and autonomous vehicles
- Transportation demand management studies and plans
- Parking allocation and pricing strategies
- Due diligence and parking facility/ system financial feasibility studies

OPERATIONS

- Parking facility operational and financial audits and plans
- Curb management plans
- Valet parking plans
- On- and off-street parking operations, enforcement, technology and policy consulting
- Commercial parking operator RFPs and procurement assistance

TECHNOLOGY

- Design, RFP development and procurement assistance for PARCS, APGS, parking meters, and enforcement technologies
- Reservation systems and apps
- PCI compliance

WALKER CONSULTANTS

Steffen Turoff

Principal

Steffen's focus at Walker is on parking policy and planning in commercial districts and town centers. His analyses frequently deal with the relationship between parking policy and related issues such as economic development, the cost of real estate, transportation alternatives and "smart growth." He also works on studies for mixed-use developments, universities, airports and other land uses as well.

Steffen has a Master of Arts in Urban Planning from UCLA, where he studied with parking expert Professor Donald Shoup. Subsequently Steffen was a planning analyst at Gilmore Associates in Los Angeles, the development firm that championed the City's Adaptive Reuse Ordinance, which allows for the conversion of historic buildings into multifamily uses. The firm is credited with sparking the residential renaissance in Los Angeles' Historic Core neighborhood.

Key Experience

Parking Policy and Planning

Municipal Planning

Community Redevelopment

Education

Master of Arts, Urban Planning, University of California- Los Angeles

Bachelor of Arts, Economic History, University of California- Berkeley

Charrette Planner Certificate, National Charrette Institute

Affiliations

International Parking Institute

American Institute of Certified Planners

International Downtown Association

Urban Land Institute

California Redevelopment Association

Recent Publications

"Hey Buddy, What will you Pay for this Parking Spot?" Planning, American Planning Association, May-June 2013

"Mensa Meters", The Parking Professional, International Parking Institute, May 2013

Presentations

"Parking Systems: Policies, Management and Design", Southern California Association of Governments (SCAG), May 2010

Languages

Spanish, proficient speaking and reading

Japanese, fluent speaking and reading

Project Highlights

Civic San Diego, CA
Comprehensive Downtown Parking Plan Update

LA Metro
Los Angeles, CA
County-wide Parking Facility Assessment and Supportive Transit Parking Program Master Plan, 2015- 2018 and On-call Services

City of Healdsburg, CA - Downtown
Parking plan with an in lieu fee component, Downtown Parking Management Plan, Review, Analysis and Recommendations for parking requirements for three districts

Pacific Beach - Discover Pacific Beach Business Improvement District San Diego, CA
Parking Management and Implementation Plan and Policy Analysis

City of Burbank, CA - Magnolia Park
Parking Supply/Demand, Management Strategy, Residential Permit Policy Paid Parking Feasibility Projections and Recommendations

City of Santa Monica, CA
City-wide rate study: 2018, 2012, 2010; Downtown Parking Finance Plan Update; Civic Center parking and transportation plan

City of Inglewood, CA
Residential Parking Permit District Plan for Stadium Parking; Public parking pricing plan for Stadium Parking

WALKER CONSULTANTS

Steffen Turoff

Local Government Participation

Chair, West Los Angeles Neighborhood Council Committee on Transportation, Traffic, and Development, 2004-2005

Full Project Listing

Government

City of Arcadia

City of Arcata

City of Artesia

City of Beverly Hills

City of Burbank

City of Bothell

City of Del Mar

City of Escondido

Port of Everett City of Carmel-by-the-Sea

City of Camarillo

City of Carpinteria

City of Covina

Culver City Redevelopment Agency

Foothill Transit

City of Golden

City of Healdsburg

City and County of Honolulu

City of Huntington Beach

King County of Washington

City of Laguna Beach

City of Long Beach

Los Angeles County

Los Angeles Department of Transportation

Community Redevelopment Agency of the City of City of Los Angeles

Metropolitan Area Planning Agency

City of Mill Valley

City of Napa

City of Newport Beach

City of Norfolk

City of Novato

North County Transit District

City of Omaha

City of Ojai

Pacific Beach Community Development Corp.

City of Palm Desert

Palm Desert Redevelopment Agency

City of Palmdale

City of Pasadena

City of Placentia

City of Phoenix

Downtown Phoenix Partnership

Reading Parking Authority

City of Riverside

City of Sacramento

City of San Clemente

City of San Diego

City of San Luis Obispo

City of Santa Clarita

City of Santa Monica

City of Santa Rosa

City of Sunnyvale

City of Wausau

City of West Covina

Appleton, WI
Downtown Parking Economic Strategy and Recommendations

City of Arcadia, CA
Departments of Transportation and Planning
Downtown Parking Study and Management Plan

City of Beaumont
Beaumont, California
Parking Management Master Plan

Belmont Shore
Long Beach, CA
Parking Supply, Demand and Policy Review

Burbank Convention Center
Parking Supply/Demand Study

City of Burbank
Burbank, CA
Downtown Parking Study; Magnolia Park Parking Study, Metrolink Parking Consulting

City of Burbank - 2500 N Hollywood Way
Burbank, CA

WALKER CONSULTANTS

Steffen Turoff

Aloft and Residence Inn Dual Brand Hotel Parking Study

City of Burbank Downtown Parking Study
Burbank, CA
Central Business District Parking Supply/Demand, Management and Paid Parking Feasibility Study

City of Burbank Magnolia Park
Burbank, CA
Parking Supply/Demand, Management Strategy, Residential Permit Policy Paid Parking Feasibility Projections and Recommendations, Future Demand and Recommendations Study

Carmel by the Sea, CA
Parking Pricing Analysis, 2016
Downtown Parking Analysis, 2013, 2015, 2016

City of Culver City, CA
Redevelopment Agency
Parking Management and Pricing Plan

Dana Point Harbor Revitalization
Dana Point, CA
Management Strategy

City of Davis, CA
In-Lieu Parking Study

City of Del Mar – Downtown
Del Mar, CA
Supply/demand study and parking management strategy

Port of Everett
Everett, WA
Shared Parking Analysis, Study and Parking Management Plan

City of Glendale, CA
Parking Department Organizational Review

City of Goleta, CA
Department of Public Works
Hollister Commercial Corridor Parking Study

City of Healdsburg, CA - Downtown
Parking plan with an in lieu fee component, Downtown Parking Management Plan, Review, Analysis and Recommendations for parking requirements for three districts

Hollywood & Highland
Los Angeles, CA
2016 Rate Analysis

City of Huntington Beach, CA
5th Street Feasibility Study

City of Inglewood
Residential Parking Permit District Plan for Stadium Parking

City of Inglewood
Public parking pricing plan for Stadium Parking

City of Laguna Beach
Laguna Beach, CA
Parking Demand, Management and Financial Analysis

Services Department
County Parking Facility Operation Assessment

County of Los Angeles, Internal Services Department
County Parking Facility Parking Rate Assessment

LADOT Los Angeles Civic Center
Los Angeles, CA
Parking Demand Study

City of Los Altos
Los Altos, CA
Downtown Parking Plan

City of Napa, CA
Parking Study Update

City of Novato, CA
Private developer
City Hall/Downtown Parking Demand Study

Downtown Ojai, CA
Parking Supply and Demand Analysis

City of Omaha
Event District Parking Plan

City of Palmdale, CA
Conference Center and Hotel Parking Feasibility Analysis, 2010

Palmdale Conference Center
Parking Supply/Demand Analysis

City of Palm Springs, CA
Downtown Parking Demand and Operations Study

City of Pismo Beach, CA
Downtown Parking Study

City of Mountain View
Mountain View, CA
Downtown Technology Implementation

City and County of Honolulu, HI
Parking Rate Study

City and County of Honolulu, HI
Urban Core Parking and Transportation Master Plan

County of Sacramento, CA
Downtown event revenue analysis, 2016

Civic San Diego, CA
Comprehensive Downtown Parking Plan Update, 2016

San Diego Civic Center
San Diego, CA
Gensler. Planning Study

Steffen Turoff

City of San Luis Obispo, CA
Parking Services Organizational Assessment; Palm/Nipomo Parking structure demand study

City of Santa Monica, CA
City-wide rate study: 2018, 2012, 2010
Downtown Parking Finance Plan Update
Civic Center parking and transportation plan

City of Santa Monica Civic Center
Santa Monica, CA
Mobility and Parking Analysis and Management Plan

City of Santa Monica, CA
Finance Department
Citywide Rate and Policy Study

City of Santa Monica, CA
Economic Development
Parking Financing and Management Study

Downtown Santa Rosa
Downtown Parking Policy and Financing Analysis

City Of Sunnyvale
Sunnyvale, CA
Parking Capacity Study

City of West Sacramento
West Sacramento, CA
Bridge District Urban Parking Plan

City of Vista
Vista, CA
Review, Analysis and Recommendations for City-wide parking requirement revisions

Transit

City of Burbank Metrolink Parking Facility
Burbank, CA
Parking Facility and District Analysis and Recommendations for Shared Use Feasibility

King County Metro
Seattle, WA
Transit Study and Parking Expansion Plan

Sunnyvale Caltrain Station
City of Sunnyvale, CA (2012)
Department of Public Works
Paid Parking Feasibility Study, Parking and maintenance management strategies

North County Transit District
San Diego, CA
Paid Parking Feasibility Study

LA Metro
Los Angeles, CA
County-wide Parking Facility Assessment and Supportive Transit Parking Program Master Plan, 2015-2018 and On-call Services

Placentia Metrolink Station
Placentia, CA
Parking Demand Study

Santa Clarita Transit Parking Study
Santa Clarita, CA
Analysis of commuter parking

El Monte Busway Mixed-Use Development
El Monte, CA
Parking study for a private, mixed-use transit oriented development

Covina Metrolink Garage Rate Study and Parking Access and Revenue Control
Covina, CA
Parking demand and rate analysis

Airport

Phoenix Sky Harbor International Airport
Phoenix, AZ
Planning and Parking Demand Analysis

Las Vegas McCarran Airport
Las Vegas, NV
Planning and Parking Demand Analysis

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the Non-Professional Services Agreement with Synagro-WWT, Inc. for wastewater bio-solids hauling and disposal with an initial one (1) year term value not-to-exceed $350,000 with options to extend for two (2) additional years for a total amount not-to-exceed $1,050,000, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Department Director Harris)

MOTION(S):

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

1. I move that City Council determine approval of the Non-Professional Services Agreement with Synagro-WWT, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve the Non-Professional Services Agreement with Synagro-WWT, Inc. for wastewater bio-solids hauling and disposal with an initial one (1) year term value not-to-exceed $350,000 with options to extend for two (2) additional years.

RECOMMENDATION:

Staff recommends City Council determine that approval of a Non-Professional Services Agreement for wastewater bio-solids hauling and disposal is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approve a Non-Professional Agreement with Synagro-WWT, Inc. with an initial one (1) year term value not-to-exceed $350,000 with options to extend for two (2) additional years for a total amount not-to-exceed $1,050,000.

DISCUSSION:

The City's Wastewater Treatment Plant (WWTP) process includes three (3) primary digesters and one (1) secondary digester to treat municipal wastewater. Organic solids are separated from the liquid and transferred to the anaerobic digesters, where the physical and chemical breakdown occurs. This process produces a nutrient-rich product known as biosolids. Recovered biosolids are processed into compost and used to improve soil health and for carbon sequestration. This WWTP Biosolids Management Program produces approximately 4,500 tons of Class B Biosolids that meet U.S. EPA guidelines for land application as fertilizer each year.

In accordance with the City's purchasing policy, City staff developed a Request for Bid (RFB) for wastewater bio-solids hauling and disposal services. The RFB was competitively advertised, and the City Clerk conducted a public bid opening on March 15, 2022. Bids were evaluated by City staff, and Synagro-WWT, Inc. submitted the lowest responsive and responsible bid.

Bid Opening Report:

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (1)	Bid Amount (Per (Per Ton/Per Load)
1.	Synagro-WWT, Baltimore, MD	Yes	1 Acknowledged	$ 72.58
2.	Anaergia, Carlsbad, CA	Yes	1 Acknowledged	$ 97.00
3.	One Stop Landscape Supply, Redlands, CA	Yes	No	$125.00
4.	Clean Harbor, Highland, CA	Yes	No	$3,058.00

Staff recommends approving the Non-Professional Services Agreement with Synagro-WWT, Inc. for this service. This Agreement includes an initial one (1) year term value not-to-exceed $350,000 with options to extend for two (2) additional years for a total amount not-to-exceed $1,050,000. Approval of the agreement is categorically exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction to staff.

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
Kevin O. Watson, Utilities Operations Manager

PREPARED BY:
Fernando Mata, Wastewater Operations Superintendent

Fiscal Impact

Fiscal Year:	FY 22/23
Appropriation Required Y/N:	No
Amount:	$350,000.00
Budgeted Y/N:	Yes
Account No.:	521900

Discussion:

There is no fiscal impact associated with approval of this Agreement. Funding for this service is included in the FY 22/23 Wastewater Service Fund, and will be included in future fiscal year budgets if the Agreement is extended.

Attachments

Agreement
Bid Report
Bid Analysis

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of municipal wastewater bio-solids hauling and disposal ("Agreement") is made and entered in this 6th day of September, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Synagro-WWT, Inc. ("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 municipal wastewater bio-solids hauling and disposal 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 John R. Harris, Municipal Utilities & Engineering 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 term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to 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.

4.2 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 The compensation for Contractor's performance of the Services shall not exceed the amount of Three Hundred Fifty Thousand Dollars ($350,000) 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 Three Hundred Fifty Thousand Dollars ($350,000) for the first Extended Term; and Three Hundred Fifty Thousand Dollars ($350,000) for the second Extended Term, bringing the total possible

amount of compensation to a not-to-exceed amount of One Million Fifty Thousand Dollars ($1,050,000). 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 "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 City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Floyd Backes, Chief Operating Officer Synagro-WWT, Inc. 435 Williams Court, Suite 100 Baltimore, MD, 21220 fbackes@synagro.com (443) 489-9000

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	SYNAGRO-WWT, INC.
By:_____	By: _____
Paul T. Barich, Mayor	Floyd Backes, Chief Operating Officer

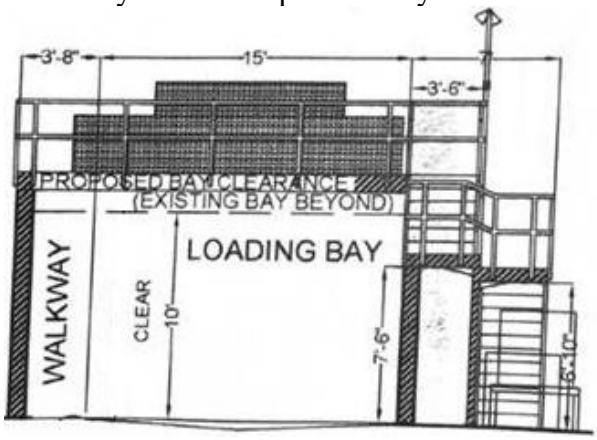
ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

- Schedule: The contractor must supply a tractor (goat/mule) and trailer every day of the week. City staff will coordinate with contractor as to real time needs, if needed. Hauling of bio-solids is only to be scheduled Sunday-Saturday 06:00AM-12:00PM. Note* this includes all holidays. If Contractor faces any challenges meeting the schedule, the Contractor must notify the Wastewater Treatment Plant one (1) hour in advance.
- Address: 1950 Nevada St. Redlands, Ca 92374
- Removal of municipal wastewater bio-solids from a Class I Sludge Management Facility which have been physically treated by methods that include de-gritting, thickening, anaerobic digestion, and dewatering by way of centrifuge. The estimated annual amount of bio-solids to be removed from site is 900 dry metric tons with an average percent solid of 25% or less at the time of hauling.
- Contractor must provide the tractor (goat/mule)/trailer that fits under a loading bay platform structure measuring 112 inches high and 224 inches wide. This is accomplished by the contractor delivering one empty trailer and taking the full trailer. Tractor (goat/mule) must stay onsite and provided by Contractor.



- Contractor shall provide adequate personnel who are appropriately licensed, certified, and trained to perform the work outlined in the Scope of Services.
- Transportation of bio-solids shall follow all applicable regulations for waste hauling and equipment used shall be appropriately licensed and permitted.

- A chronologically numbered load ticket shall be provided to City staff for each load of bio-solids removed from the site at the time of removal and shall be documented accordingly upon submittal of invoice.
- Each load hauled off-site shall be weighted by a weigh station that maintains the appropriate certifications for weights and measures and provides the contractor with a valid weight ticket. The weight ticket shall be documented accordingly upon submittal of invoice.
- Pricing shall include all charges associated with the Scope of Service including, but not limited to, personnel, tipping fees, weights and measures, equipment, and costs associated with equipment including insurance, fuel, mileage, and supplies.
- While on City property all work shall be performed in a safe manner, using the appropriate

personal protective equipment and in accordance with the City's safety practices, OSHA, and job specific contractor requirements.

- Disposal and further treatment of bio-solids shall be managed in a manner consistent with all applicable rules and regulations for bio-solids management including Environmental Protection Agency 40 CFR 503.
- Contractor shall provide an annual notification by January 15th of each year summarizing quality of bio-solids removed, disposal and treatment methods, and analysis performed.
- Contractor shall notify the City within 30 days of discovery of any violation of related bio-solids regulations and 90 days in advance of any changes to disposal location and/or disposal and treatment methods.
- Contractor shall properly mitigate any spills involving the City's municipal bio-solids that occur prior to destination. Contractor shall provide the City written notification within 30 days of the event and submit any manifest or bill of lading related to the spill within 90 days of the event.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Synagro- WWT, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Municipal Wastewater Bio-Solids Hauling & Disposal (the "Work"), which said agreement, dated September 06, 2022, 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 Three Hundred Fifty Thousand Dollars ($ 350,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on_____, 2022.

(SEAL)	(SEAL)
_____	_____
(Synagro-WWT, Inc.)	(Surety) BY:
_____	_____
(Signature)	(Signature)
	Address:
	_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT "C"

(

Item	Description	Price Per Ton, Per Load
1.	Price shall include but not limited to, hauling, disposing, permits, fees, fuel surcharges, and any other fee associated with the removal and hauling of sludge from the City of Redlands Wastewater Treatment Facility	$ 72.58
	TOTAL SUM BID (Items 1)	**$ 72.58**

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.

SYNAGRO- WWT, INC.

By:_____ Date:_____

Floyd Backes, Chief Operating Officer

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **16th day of March 2022 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Municipal Wastewater Bio-Solids Hauling and Disposal-20220301-01WW.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (1)	Bid Amount (Per Ton/Per Load)
1	Synagro WWT, Baltimore MD	Yes	1 Acknowledged	$ 72.58
2	Anaergia, Carlsbad CA	Yes	1 Acknowledged	$ 97.00
3	One Stop Landscape Supply, Redlands CA	Yes	No	$ 125.00
4	Clean Harbor, Highland CA	Yes	No	$3.058.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Christian Duenez

V

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

BID ANALYSIS

BID NO. **BID NO.** **20220120-01WW Bio Solids Hauling** **BID DATE:** **3/16/2022**

Annual P.O. **ANNUAL PO** **Water & Wastewater Facilities Maintenance, Parts, Supplies, and Related Materials** **FISCAL YEAR:** **2022/2023**

Item Number	Line Item No.	Description		Anaergia	Clean Harbors	One Stop Landscaping	SYNAGRO
				Price Per Ton, Per Load	Price Per ton, Per Load	Price Per ton, Per Load	Price Per ton, Per Load
1	1	Price shall include but not limited to, hauling, disposing, permits, fees, fuel surcharges, and any other fee associated with the removal and hauling of sludge from the City of Redlands Wastewater Treatment Facility		$97.00 Per Ton	$3058.00 Per Load	$125.00 Per Ton	$72.58 Per Ton
		TOTAL SUM BID (Item 1)		$97.00	$3,058.00	$125.00	$72.58

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a 2023 GapVax MC1510-3S3S combination Jet/Vac truck purchase from Plumbers Depot, Inc. for $657,806.09 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

I move that City Council approve the purchase of a 2023 GapVax MC1510-3S3S combination Jet/Vac truck from Plumbers Depot, Inc. for $657,806.09.

RECOMMENDATION:

Staff recommends City Council approval to purchase a 2023 GapVax MC1510-3S3S combination Jet/Vac truck from Plumbers Depot, Inc. for $657,806.09.

DISCUSSION:

The City of Redlands maintains approximately 1,876 stormwater catch basins and 13.60 miles of underground stormwater drainage pipes to collect and convey stormwater runoff to the Santa Ana River. Efficiently maintaining this system requires the use of a combination jet/vacuum truck to reduce localized flooding within neighborhoods, business districts, and the transportation network. A 1980 Vactor combination jet/vacuum truck currently in use is well beyond it's anticipated service life and does not meet California Air Resources Control Board (CARB) emission and air quality standards (attached) that became effective in January 2020. This truck recently malfunctioned and making it operable within the CARB standards is not practical.

Staff researched purchase and lease options for a replacement combination vacuum/jet truck and determined that purchasing a new truck is the best financial option. Leasing a new truck similar to those used by other Municipal

Utilities and Engineering Divisions would cost approximately $850,000.

Staff received a quote from Plumbers Depot, Inc. through Sourcewell (formerly NJPA and identified as 101221-GPV Sourcewell). Sourcewell holds hundreds of competitively solicited cooperative contracts that meet the City's competitive procurement requirements, and the City is a Sourcewell member agency. Staff recommends City Council approval to purchase a 2023 GapVax MC1510-3S3S combination Jet/Vac truck from Plumbers Depot, Inc. for $657,806.09. The City's Fleet Maintenance Division has standardized the use of these GapVax trucks for the following reasons:

- 15-20 year estimated life expectancy;
- Less than $5,000 projected maintenance cost in a three-year period;
- Lower cost for replacement parts and ancillary equipment;
- Improved efficiency - saving time and money;
- Ability to assist the sewer collection department in the event of multiple sanitary sewer overflows at once;
- Ability to assist the Fire Department in the event of a trench rescue operation.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternative direction to staff for maintaining the City stormwater conveyance system.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

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

PREPARED BY:
Cindy Barstow, MUED/Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY22/23
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$657,806.09
Budgeted Y/N:	Yes
Account No.:	101401-8706

Discussion:

The FY 22/23 Municipal Utilities and Engineering Department Streets and Inspections Division budget (101401-8706) includes $650,000 for this purchase. It is recommended that $7,806.09 be transferred from other MUED Streets and Inspection budgets to supplement the remainder of the purchase price.

Attachments

Sourcewell Contract #101221-GPV RFP Information

Sourcewell Contract #101221-GPV

Budget Transfer Form

GapVax Quote

E-CARB Rules

Sourcewell Awarded Contract

GapVax

Sewer Cleaning & Hydro Excavation Equipment

#101221-GPV

Maturity Date: 11/29/2025

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Contract Documents

Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Contract #101221-GPV
Effective 11/29/2021 - 11/29/2025

Contract Documentation

- Contract

Competitive Solicitation Documentation

- Request for Proposal (RFP)
- Proof of Publication
- Proposal Opening Record
- Proposal Evaluation
- Comment & Review
- Board Resolutions

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

DocuSign Envelope ID: D33E99F8-7427-43F0-BAE6-EB472DAF0835

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and GapVax Inc., 575 Central Avenue, Johnstown, PA 15902 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:50 PM CST

GapVax Inc.

DocuSigned by:
Gary A. Poborsky
97DECE6A2796467...

By: _____
Gary A. Poborsky
Title: President
Date: 12/20/2021 | 11:24 AM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 12/20/2021 | 11:25 AM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	GapVax Inc
Address:	575 Central Ave. Johnstown, PA 15902
Contact:	Matt Hughes
Email:	mhughes@gapvax.com
Phone:	814-535-6766 357
Fax:	814-539-3617
HST#:	25-1633228

Submission Details

Created On:	Wednesday September 01, 2021 09:42:15
Submitted On:	Tuesday October 12, 2021 14:06:26
Submitted By:	Matt Hughes
Email:	mhughes@gapvax.com
Transaction #:	8fa7ef9f-d273-42c6-9d49-164f2c639801
Submitter's IP Address:	207.255.5.150

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	GapVax Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	There are no assumed names or DBA names.	*
4	Proposer Physical Address:	GapVax Inc. 575 Central Avenue Johnstown, PA 15902	*
5	Proposer website address (or addresses):	www.gapvax.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Gary A. Poborsky President GapVax Inc. 575 Central Ave. Johnstown, PA 15902 gary@gapvax.com M 814-242-4140	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matt Hughes Senior Vice President, Sales GapVax Inc. 575 Central Ave. Johnstown, PA 15902 mhughes@gapvax.com M 814-322-7724	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Betty Smith Vice President, Administration GapVax Inc. 575 Central Ave. Johnstown, PA 15902 betty@gapvax.com 814-535-6766 x322	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	GapVax Inc. can trace its history back to one of the worst natural disasters in Pennsylvania's history. The Johnstown Flood of 1977 resulted from 11 ½ inches of rain falling in 10 hours and the failure of 6 area dams, pouring 128 million gallons of water into the small steel town. Not long after the devastating flood, a soon-to-be entrepreneur named Gary Poborsky sprang into action. He quit his job, purchased a used septic pumper truck, and went to work in his hometown helping clean flooded factories and churches, cleaning storm and sanitary sewers, and assisting with other clean-up work within Johnstown's residential and industrial community. Gary's modest venture eventually became GAP Pollution & Environmental Control, Inc. Through tireless effort and unwavering support from his wife Rose, Gary turned his one-truck start-up into an entire fleet of industrial vacuum and municipal sewer cleaning trucks. To this day, GAP Pollution & Environmental Control is an industry leader offering wet/dry vacuuming, hydro excavation, and sewer cleaning throughout North America. Several years after starting their service business, Gary and Rose were so frustrated with maintenance issues and costly downtime associated with the products they were purchasing, they decided to try their hand at building a better mousetrap. As a result, in 1989, the first GapVax vacuum truck was introduced to the market. By 1994, GapVax Inc. was a full-fledged corporation. Since its inception, Gary has operated GapVax with this business philosophy: We will design and build the highest quality hydro excavation and sewer cleaning equipment that requires the least maintenance costs and the lowest long-term ownership cost. As Gary and Rose approach their 45th year in business, they remind their employees, dealers, vendors, and family members that every company will succeed if they focus on the people -- not just our valued employees and customers, but the people in our community -- just like Gary did after the Johnstown flood. So as we continue to grow into new markets and develop new products, we do so with the corporate mission of "Being good stewards of the communities where we work, live, and play."	*

10	What are your company's expectations in the event of an award?	We expect current and future Sourcewell members to purchase GapVax products to add industry-leading equipment to their fleet and achieve their goals of safely exposing and cleaning underground utilities, storm sewers, and sanitary sewers. Our ever-growing dealer network stands ready to support Sourcewell members with a standard of excellence that aligns with our corporate mission. By doing so, we expect to create new relationships with Sourcewell members and grow our government and education market share.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the GapVax Financial Information file that has been uploaded as part of our proposal.	*
12	What is your US market share for the solutions that you are proposing?	As a privately held, family-owned business, GapVax considers our market data confidential. However, we are very proud of the growth we've experienced since our first Sourcewell contract in 2018 and feel this is vital information to share. Before 2017, we manufactured between 60 to 90 machines a year and were at maximum capacity due to facility constraints. To help with our goal of continued growth, we completed two major capital expansion projects, one in 2017 and another in 2020. This investment gained a total of 160,000 sq. ft. of additional manufacturing space. As a result, our sales increased an average of 17.3% each year from 2017 to 2020. We attribute this growth to two main factors: 1) The sales acceleration from our initial Sourcewell contract award, and 2) The manufacturing space added to support the increased sales.	*
13	What is your Canadian market share for the solutions that you are proposing?	As a privately held, family-owned business, GapVax considers our market data confidential. However, we are very proud of the growth we've experienced since our first Sourcewell contract in 2018 and feel this is vital information to share. Before 2017, we manufactured between 60 to 90 machines a year and were at maximum capacity due to facility constraints. To help with our goal of continued growth, we completed two major capital expansion projects, one in 2017 and another in 2020. This investment gained a total of 160,000 sq. ft. of additional manufacturing space. As a result, our sales increased an average of 17.3% each year from 2017 to 2020. We attribute this growth to two main factors: 1) The sales acceleration from our initial Sourcewell contract award, and 2) The manufacturing space added to support the increased sales.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, GapVax Inc. never petitioned for bankruptcy.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) GapVax Inc. is the manufacturer of GapVax branded equipment. Our dealers are independently owned and operated, not owned by GapVax Inc. The dealers handle most of the sales process, including equipment demonstrations, quotation, fulfillment, and all service work associated with GapVax products.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Commonwealth of Pennsylvania licenses GapVax Inc. as a "VEHICLE MANUFACTURER" and a "VEHICLE DEALER." In addition, our Pennsylvania-based sales force has "VEHICLE REPRESENTATIVE" licenses also issued by the Commonwealth of Pennsylvania. Other licenses include State Sales Tax License, Business Privilege License, Pennsylvania State Vehicle Inspection License, State of Texas Converters License, State of Texas Vehicle Dealer License, Florida Manufacturer License, Louisiana Converter License, Kentucky Motor Vehicle Component License, National Association of Trailer Manufacturers Certificate of Compliance, and a Minnesota Workforce Certificate of Compliance. GapVax Inc. is registered with the Secretary of State in each state that is required.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	GapVax Inc. has no Suspension or Disbarment notices to report.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2021 - Ralph Macchio Lifetime Achievement Award - The pumping industry's highest honor was awarded this year during the WEQ Fair in York, Pennsylvania, recognizing Gary Poborsky, owner of GapVax, for his 44 years of dedication and commitment to the industry. This award epitomizes the saying, "The best compliment any professional can receive is praise from another within their discipline." More information can be found at https://www.plumbermag.com/how-to-articles/gapvax-weq-fair-inc/macchio-achievement-award-to-be-presented-at-upcoming-weq-fair 2016 - Gary & Rose Poborsky, Cambria Regional Chamber of Commerce Business Hall of Fame Inductees - The Cambria Regional Chamber of Commerce, and Junior Achievement of Western Pennsylvania sponsor an annual award ceremony to celebrate the lives of extraordinary leaders whose achievements have enhanced the cultural, civic and economic growth of our region. The following link is the video submitted for their induction ceremony https://youtu.be/5plz7v45LsU	*
19	What percentage of your sales are to the governmental sector in the past three years	Our percentage of sales in the last three years to the government sector is: 2018 = 34% 2019 = 28% 2020 = 44% Average 35%	*
20	What percentage of your sales are to the education sector in the past three years	GapVax Inc. chooses to combine the education sector into government sales. Our percentage of sales in the last three years to the government sector is: 2018 = 34% 2019 = 28% 2020 = 44% Average 35%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Please see our GapVax Cooperative Purchasing Contract list that has been uploaded as part of our proposal.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GapVax Inc. does not currently hold a GSA Contract. However, we have a dealer that holds a GSA multiple award schedule that we utilize.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Ventura	Frank Palmer	805-652-4573	*
City of Santa Ana	Edwin Sosa	714-472-7106	*
Santa Margarita Water District	Bill Webster	949-289-3327	*
Cape May County MUA	John Reardon Jr.	609-465-3968	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City in TX	Government	Texas - TX	Sewer Cleaner, Hydro-Excavation	Avg $338,350.00	$1,015,054.00	*
County in CA	Government	California - CA	Sewer Cleaner	Avg $316,962.00	$950,888.00	*
State Transportation Agency, PA	Government	Pennsylvania - PA	Sewer Cleaner	Avg $306,000.00	$918,005.00	*
City in OH	Government	Ohio - OH	Sewer Cleaner	Avg $290,248.00	$870,745.00	*
City in KY	Government	Kentucky - KY	Hydro-Excavation	Avg $244,730.00	$489,461.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	The GapVax sales team relies heavily on government markets to achieve corporate sales goals. Our teams consist of 6 Regional Sales Managers that oversee 22 Municipal Government dealers and two Federal Government dealers in the North American market. The Regional Sales Managers (RSM) go through an extensive factory training program that includes a minimum of 30-days on the shop floor, shadowing various disciplines. They spend most of their time working with the Quality Control team learning deep-dive inspection techniques that include testing, verification, adjustment, validation, test drives, and standard field repairs. Our customers and dealers value our rigorous internal training program and often refer to our RSM's as the most knowledgeable Subject Matter Experts in the industry. After training, the RSM's are deployed into the government sector to develop relationships with city, county, and state fleet managers, sewer, water, and wastewater department heads, and customers in the federal and educational markets. The RSM's also work with GapVax dealers to provide product training and a greater understanding of the Sourcewell sales process. The GapVax dealer is ultimately responsible for promoting and supporting the GapVax products they sell. In reference to the potential Sourcewell Sewer, Vacuum, Hydro-Excavation Equipment contract, the RSM's would promote the contract to state and local government officials who either do not have their own state purchasing contract or have limited products in their existing state contracts. If awarded, the RSM's will promote these resources to their dealers and partners throughout North America: 1) Sourcewell Sales Accelerator Seminar 2) Sourcewell University 3) Sourcewell New & Reclaimed Participating Agency Update	*
26	Dealer network or other distribution methods.	GapVax dealers are known for their dedication to providing best-in-class sales and customer service. Our ever-growing dealer network stands ready to support Sourcewell members with a standard of excellence that aligns with our corporate mission of "Being good stewards of the communities where we work, live, and play." GapVax dealers are privately-owned companies that are the link between GapVax and the end-user. Our dealers' sales managers oversee a team of representatives responsible for selling and marketing in their exclusive territories. In addition, each dealer is required to stock replacement parts and provide in-house and (or) on-site service and repair. GapVax dealer Tina and Cory McDonough of One.7 in Ravensdale, WA, are excellent examples of "Being good stewards of the communities where we work, live, and play." Their tireless pursuit of cancer awareness led them to start the Valley Girls & Guys foundation. Their once-small endeavor has grown into a thriving community service organization in the pacific northwest. More information on their public service can be found at: https://www.1point7.com/breast-cancer-awareness-wa-ca-az-nv-ak-nj-ut--three-day and https://valleygirlsandguys.org/ Having 22 GapVax dealer locations across North America, the likelihood of each of them establishing a thriving non-profit charity is not realistic, but that doesn't stop us from promoting the success of Cory and Tina McDonough and using community service as criteria for evaluating dealer success. For a complete list of Dealers, please reference the attached file GAPVAX DEALER AND SERVICE MAP. For more information on our dealer One.7 please see file GAPVAX MEET THE DEALER - ONE7	*
27	Service force.	In addition to two factory-owned service centers, one in Pennsylvania and the other outside of Houston, TX, GapVax uses channel partners as our service force to provide service, repair, and warranty support to our end-user customers. Our government sales sector has 22 dealers in the United States and Canada to meet the vast needs of Sourcewell members. We also utilize 16 factory-authorized service and repair facilities to offer added support outside our dealer network. The independently owned facilities provide in-house and (or) on-site service, repair, warranty, and equipment rental. Often our service force will act as a "force-multiplier" by identifying additional sales opportunities while providing first class service, repair, and warranty. For a complete list of service providers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will follow our Dealer-to-Government order process. The order process begins with the GapVax quote document. It is available on our web-based GapVax dealer portal and updated as needed. The dealer will download the current document revision and work with the Sourcewell member to develop a quotation that best suits their needs. Next, the finalized quotation is sent to GapVax Inc for engineering review. After engineering's final approval, the quote is logged into our document control system, awaiting the purchase order. Finally, the Sourcewell member or GapVax dealer is notified of engineering approval and submits the purchase order to the GapVax Regional Sales Manager for processing, noting the Sourcewell contract number on the PO. After the product is built, the dealer or GapVax Inc. will coordinate the delivery to the Sourcewell member. Upon final acceptance of the product, GapVax Inc., at its discretion, can invoice the Sourcewell member directly or elect to have the dealer invoice them (referencing the Sourcewell contract number.) Having all PO's sent to our Regional Sales Managers ensures the orders are correctly entered and monitored for accurate quarterly reporting.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Unless the Sourcewell member is within the geographic parameters of our two factory-direct service centers, the support of GapVax equipment occurs at our nationwide dealer network or our 16 factory-authorized service, warranty, and repair centers. The preferred method for scheduling warranty, service, or repair is to call ahead. Some locations offer drive-in service, and some provide field service capabilities that allow service work at the customer's site. Our directive is to respond within 24 hours of the customer's initial contact. Turnaround time is based on the scope of work required for the repair or service. The corporate office has trained service representatives on-call 24 hours a day, seven days a week, to support the customer, dealer, or service centers. While the post-sale customer service ultimately falls to the dealer or service network, the around-the-clock support offered by GapVax to our service and repair technicians ensures each member receives a consistent customer experience. When appropriate, customer service issues are elevated to the Regional Sales Managers, General Manager of Warranty and Service, Vice President of Sales, and, if necessary, the company President for resolution. For a complete list of dealers and service centers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As described in some of the earlier questions, the GapVax government sales team utilizes 6 Regional Sales Managers that oversee 22 Municipal Government dealers and two Federal Government dealers. GapVax will promote the awarded Sourcewell contract to all current and future members of the government and educational sectors across North America. GapVax also utilizes factory-authorized service and repair facilities to offer added support outside our dealer network. Often our service force will act as a "force-multiplier" by identifying additional sales opportunities while providing first class service, repair, and warranty.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As described in some of the earlier questions, the GapVax government sales team utilizes 6 Regional Sales Managers that oversee 22 Municipal Government dealers and two Federal Government dealers. GapVax will promote the awarded Sourcewell contract to all current and future members of the government and educational sectors across North America. Pre-pandemic, GapVax was negotiating with dealers in Canada to promote the Canoe Procurement Group, a Sourcewell partner in Canada. Unfortunately, international travel restrictions have temporarily sidelined the project. However, we fully intend to move forward with this plan and look forward to improving our coverage in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	GapVax will promote the use of the awarded Sourcewell contract to all current and future members in the United States, including Alaska and Hawaii, and Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	GapVax will promote the use of the awarded Sourcewell contract to all current and future members in all participating entity sectors.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	GapVax will serve all current and future Sourcewell members and market segments in Hawaii, Alaska, US Territories, and Canada. Factory freight will be calculated at quoting and will be included on the quote to the Sourcewell member.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	GapVax will market the proposed Sourcewell contract through: a) Marketing staff and dedicated budget for marketing material and collateral items b) Internal and external staff communicating with government, end-users, and dealers c) Marketing campaigns using print media, digital media, online display ads, online and print buyers guides, e-blasts, e-newsletter, and social media (samples uploaded) d) Training of GapVax staff and dealers at annual dealer meeting, regional dealer meetings, corporate open house, and GapVax dealer's open house e) Maintaining a robust GapVax presence at tradeshows and association events such as WWETT, APWA Regional Shows, CWEA, WJTA, WEQ, Utility Expo, PA Safety Days, Tri State Seminar, NASTT No-Dig Show, TWUA, and TML, etc. f) Continued GapVax dealer network expansion g) GapVax dealer-only portal to access government sales tools such as the Sourcewell Contract, explanation of benefits, product offering and who to contact with quoting or ordering questions. h) GapVax.com public website to access Sourcewell Contract video and general description of cooperative purchasing advantages. Visit www.gapvax.com/purchasing i) Marketing material and literature with product offerings to include Sourcewell logos and contract numbers (samples uploaded)	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	GapVax Inc's marketing department, Regional Sales Managers, dealers, and partner contributors will continue to use social media platforms, including Facebook, Instagram, LinkedIn, TikTok, and Twitter, to build brand awareness, display customer affinity, communicate best-in-class value, and drive leads to our channel partners who sell and support our products locally. In addition, we will utilize Digital Media, Online Display Ads, E-Blasts, E-newsletters, and other digital communications to deliver our message to Sourcewell members. For a sample of our digital communications, please reference the attached file GAPVAX E-NEWSLETTER SAMPLE.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our view of Sourcewell's role in promoting contracts from this RFP includes a broad-coverage PR event announcing the contract award. Additionally, for optimum coverage, Sourcewell should issue individual news releases to each contract holder so they can distribute them through their PR channels. The integration of Sourcewell into our sales process is an ongoing activity that currently exists today. Sourcewell plays a key role in supporting our Regional Sales Managers in their pursuit of capturing new Sourcewell members, supporting existing Sourcewell members, and continuously educating our dealer network. If awarded, we will include the following tools in our plan: 1) Sourcewell Sales Accelerator Seminar 2) Sourcewell University 3) Sourcewell New & Reclaimed Participating Agency Update Further, we will invite our Sourcewell Contract Administrator to present Sourcewell's advantages at our annual dealer meeting, regional dealer meetings, and corporate open house.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	GapVax products are currently not available through e-procurement for government and education customers. However, we expect technology to advance to the degree that e-procurement platforms will one day easily adapt to our customer's procurement systems and have the capacity to configure very complex equipment combinations. When it comes to GapVax equipment, there are thousands of equipment configurations that could potentially overwhelm the end-user without the aid of a knowledgeable GapVax dealer. For the most part, government agencies still feel that working directly with the dealer will ensure they're getting equipment that best suits their needs.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	A large portion of our government sales occurs through our dealer network. These dealers are independent business owners and offer varying degrees of training. The minimum training included with purchase is one day on-site. However, most dealers provide an additional day of classroom training. Sourcewell members needing phone support can call GapVax 24 hours a day. Calls received after standard business hours are answered by an answering service. The answering service will contact an "on-call" GapVax employee to help attend to any pressing customer needs. GapVax also offers in-depth factory training at a reasonable cost to the end-user. This training takes place our newly expanded training department at GapVax's Headquarters in Johnstown, PA. The dates vary year by year. Topics include the following: Operator Basic Maintenance Operator Basic Troubleshooting Mechanic Basic Maintenance Mechanic Basic Troubleshooting When necessary, this training can be provided at the end-user's location. Please see the file GAPVAX TRAINING ANNOUNCEMENT for information on our newly expanded training department.	*

40	Describe any technological advances that your proposed products or services offer.	GapVax's most advanced technological offering is based on the "less is more" concept. Today's agencies are constantly pushed to save water. Seeing this as the wave of the future, GapVax partnered with German-based manufacturer Wiedemann Enviro-Tec, the inventors of water recycling technology for sewer cleaning equipment, to bring the GapVax Recycle JetVac to North America. Our Recycle JetVac is the only sewer cleaning recycling truck on the market that does not use mechanical filter screens or disposable filter cartridges as part of the water cleaning system. Instead, by using Wiedemann's tried-and-true "sedimentation system" for recycling the collected water, operators can work without interruptions from filter cleaning or filter failure from grease, sand or clay. As a result, pipe cleaning that once took several hours and wasted countless gallons of water can now be accomplished fast and efficiently. New to the GapVax product line is our VHX hydro excavator. Much like our GapVax HV, the most significant difference of the VHX is its ability to haul payload over the road legally. For example, government agencies can now legally move 15,000 pounds of wet or dry excavation spoils in states that strictly adhere to federal bridge laws. This ultra-light solution, combined with onboard weight scale technology, allows the operator to achieve maximum legal payload, reduce inefficiency from transporting partial loads, and ensures over-the-road safety by eliminating dangerously overweight loads.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	By following our corporate mission of "Being good stewards of the communities where we work, live, and play," our decision to utilize brownfield sites for our expansion plan was an easy one. According to the Johnstown Redevelopment Authority, "Cleaning up and reinvesting in brownfields increases the local tax base, facilitates job growth, utilizes existing infrastructure, takes development pressures off of undeveloped open land, and improves and protects the environment. Brownfield redevelopment is particularly critical in Johnstown because of the city's unique geography as a landlocked municipality. Adaptive reuse of Johnstown's limited available sites prevents urban sprawl and the destruction of one of Pennsylvania's biggest assets, its natural landscape." By one estimate, for every one acre of redeveloped brownfields, we save 4.5 acres of open space! Our capital expansion projects, one in 2017 and the other in 2020, reused turn-of-the-century steel mill buildings that were in disrepair, converting them into state-of-the-art manufacturing facilities encompassing 160,000 sq. ft. Several green initiatives, starting from the ground up, were considered when planning these projects. We designed our shop floors with radiant heat fed by high-efficiency 95% AFUE boilers that use significantly less energy than traditional methods. Radiant heat is also more efficient and requires less energy during winter, especially in manufacturing environments that utilize large overhead doors to reposition trucks. Any Pennsylvania trout fisherman will tell you the role that cool, clean water plays in the life cycle of our once-prolific State Fish, the native Brook trout. When choosing our roofing material, GapVax considered the impact of water runoff temperature and its harmful effect on the historic Stonycreek River that runs behind our facility. Using light-colored roofing material creates less heat; less heat means cooler water outflow from rainfall captured on our factory roofs. The Stonycreek, a once-damaged river that fell victim to decades of coal mining, steel making, and logging, is now making a comeback. In a report published by the Somerset Conservation District, the impact of public and private conservation initiatives are starting to pay off. "The comeback of water quality in the Stonycreek River watershed is one of Pennsylvania's greatest conservation success stories. The effort has taken nearly two decades, millions of dollars, and untold numbers of hours from professionals and volunteers alike to restore significant portions of the 486 square mile watershed. The public-private partnerships established to accomplish the task stand as a testimonial to innovation and determination in the broad field of resource conservation." Other efforts include a plant-wide use of energy-efficient LED lighting, a 4 million dollar investment in a high efficiency, state-of-the-art paint system designed to reduce VOC emissions, a computer-controlled paint mixing system that reduces waste by mixing precise quantities of paint, converting outdated cranes from inefficient DC power to highly efficient AC power, and a closed-loop water system designed to capture and reuse water in our QC test bays.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All GapVax products offered will be compliant with the EPA (Environmental Protection Agency) Tier 4 requirements and CARB (California Air Resource Board), including products offered on clean-burning CNG (compressed natural gas) as an alternative to diesel engines.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	GapVax does not qualify as a WMBE, SBE, or veteran-owned business. However, most of our distributor/dealer partners are designated Small Businesses. Our support of Woman/Minority-owned business is evident in our partnership with Anna Johnson from AQUIP LLC. AQUIP was founded in October of 2018 and is the first and only known independently female-owned vacuum truck and environmental products dealership in the United States. You can learn more about AQUIP at https://www.aquipco.com/about Gary And Rose Poborsky founded GapVax Inc as an equal business partnership. Though the legal definition of Woman-Owned does not apply, Rose has played an active role in GapVax's success and will continue to guide our organization into the future. For more information on dealer AQUIP, please see the attached file GAPVAX MEET THE DEALER - AQUIP	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our most unique attribute that will appeal to Sourcewell members is that our ownership structure is now and always has been a family-owned business. We are also proud to promote that GapVax employees have partial ownership of the company through our ESOP program. This program incentifies our employees to have a "customer-first" mentality while doing their jobs. Unlike most of our competition, GapVax is not owned and managed by an equity group or publicly traded company. This unique position allows us to change direction quickly based on our customer's needs. This flexibility, combined with our passionate pursuit of "Being good stewards of the communities where we work, live, and play," is how we've continued to grow in a highly competitive space. These beliefs may get overlooked at companies with absentee investors or a board of directors who have a "bottom line first" mentality when making decisions about customers and employees.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our warranty covers all the products we are proposing within the specified warranty period. Warranty coverage on GapVax products sold through our dealers includes parts and labor (or partial labor in some circumstances.) In addition, optional extended warranties are available to meet the needs of current and future Sourcewell members. For a sample of our warranty policy, please reference the attached file GAPVAX WARRANTY.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The standard municipal equipment warranty covers the equipment for one year. Optional extended warranties are available to meet the needs of current and future Sourcewell members. The limited warranty does not cover chassis components, defects due to misuse, abuse, and neglect, nor does it supersede the warranty of an original component manufacturer.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty on GapVax products sold through our dealers covers parts and labor or partial labor, depending on the claim. The labor and travel reimbursement varies from dealer to dealer.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Certain areas of North America do not have dealer coverage. These areas function as factory-direct regions. In these regions, parts associated with warranty claims are covered, but labor is not. There are certain instances that GapVax will dispatch a factory technician to a customer's site. GapVax evaluates each instance on a case-by-case basis. For a complete list of dealers and service centers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The standard municipal equipment warranty covers the equipment for one year. The limited warranty does not supersede the warranty of an original component manufacturer. Note: all items offered in response to this RFP will be covered by the warranty of GapVax Inc.	*
50	What are your proposed exchange and return programs and policies?	To date, no exchanges or returns have occurred on GapVax products ordered from a government entity. However, if the situation arises, GapVax Inc. will work with the customer and dealer on a case-by-case basis. We intend to provide the customer with the best-in-class value that is synonymous with GapVax products. In the event that a new and unused GapVax is shipped and delivered to a Sourcewell member and it is found that the unit does not meet the customer's intent, and the unit was quoted and ordered per the Sourcewell member's request or quote, GapVax Inc. may initiate up to a 30% restocking fee on the new and unused unit to cover additional transportation and costs associated with reselling the unit.	*
51	Describe any service contract options for the items included in your proposal.	GapVax dealers and service partners offer a variety of maintenance programs depending on the need of the Sourcewell member. Plans range from preventive maintenance contracts, full-service maintenance and repair contracts, or customer-specific service intervals based on the region of operation. Dealers and service partners provide pricing for these programs on a local level. Therefore, GapVax Inc. is not including service contract options with our proposal.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	GapVax Inc is offering manufactured goods only. Therefore, no services are being quoted in this RFP, and service performance standards and guarantees do not apply.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	GapVax Inc is offering manufactured goods only. Therefore, no services are being quoted in this RFP, and service performance standards and guarantees do not apply.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	GapVax Inc's payment terms are NET 30 with authorized municipal, government, or dealer purchase orders. We accept bank checks, ACH, and wire transfers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	GapVax Inc. does not directly finance or lease equipment; we utilize third-party finance companies to assist our customers with their financing needs. When a finance need arises with a Sourcewell member, we try to partner with Sourcewell contract holders like NCL Government Capital.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The GapVax quote document is the beginning of the purchase process for a Sourcewell member. Document revision control is facilitated through the GapVax dealer portal, which is password protected for dealer-only access. The GapVax dealer portal ensures that the dealer presents the Sourcewell member with the most up-to-date quote version and avoids rejection due to an out-of-date document. To begin the quotation, the dealer selects the "Yes box" next to the question asking if the purchase occurs through Sourcewell. By selecting yes, the custom program populates the Sourcewell contract number on the cover page and automatically chooses the Sourcewell discounted price column, ensuring the Sourcewell member receives the preferred pricing promised. From there, the quotation process is relatively simple, and the Sourcewell member has a bonafide, binding, quote document in a matter of minutes. In addition, the opportunity for human error is significantly reduced because the custom-programmed quote document has unique identifiers alerting the GapVax Regional Sales Manager and accounting team to invoice and report all Sourcewell contract sales accurately. For a sample of our quote document, please reference the attached file GAPVAX QUOTE DOCUMENT.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	GapVax Inc. currently does not accept the P-card procurement and payment process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The GapVax Inc. pricing model is ceiling based with Sourcewell members receiving a percentage discount off of MSRP for each product category. For a complete price list, please reference the attached file GAPVAX SOURCEWELL PRICE LIST.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage of discount for Sourcewell members is 2% off MSRP. In addition, GapVax dealers understand that the Sourcewell contract is ceiling price based and may offer additional discounts throughout the contract's life.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	GapVax dealers understand that the Sourcewell contract is ceiling price based and may offer additional discounts based on unit quantity.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	GapVax will utilize open market pricing for the chassis portion of our equipment. The chassis is a sourced good that we will offer at Invoice + 3%. GapVax will also consider customization requests by Sourcewell members as open market or sourced goods negotiated between the GapVax dealer and Sourcewell member.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Outside of the chassis cost (as identified in question #61 regarding sourced goods), the other cost not included in the price list is delivery. Factory freight to the Sourcewell member is known at quoting and will be listed on their quote. Government agency requirements vary significantly from one agency to the next, as do the costs associated with these requirements. As a result, GapVax dealers may be required to offer pre-delivery inspections, on-site training, extended warranties, and service and repair contracts, which will be priced to the Sourcewell member at the time of quoting.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs from the factory to customers in the contiguous United States and adjoining Canadian provinces will be itemized on the quote and paid by the customer. GapVax may charge up to $4.00 per loaded mile to deliver the equipment. The dealer decides if the product will ship directly to the customer or the dealer's location. The dealer will be responsible for making contact with the customer to arrange final delivery and start-up training. Exceptions to this delivery fee are GapVax units built on truck chassis powered by CNG (compressed natural gas.) They require unique transportation methods and will be quoted at the time of the proposal.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	When deliveries are made to Alaska, Hawaii, Canadian territories, or offshore, the customer is responsible for the freight costs. GapVax Inc. and the customer will review these charges at the time of quoting. It is common for GapVax to work with the customer and utilize any specific delivery methods that work best for them.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Other than the delivery methods mentioned in #63 and #64, if a unique delivery situation exists that is better overall for the Sourcewell member, GapVax will work closely with them to attain the best possible solution.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing offered in response to this Sourcewell RFP is similar or is better than some pricing offered to other cooperative procurement organizations or state purchasing departments. In addition, our discount structure offered will allow for best value, more flexibility, and volume discount considerations provided through our dealers because of the ceiling-based pricing.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	GapVax will be paying Sourcewell directly for all administrative fees associated with this contract. Pricing and discounts will be loaded into the GapVax quote document as detailed in our response to question #56. This document is controlled on a password-protected website known as the GapVax Dealer Portal. Dealers are required to submit all orders using the quote document they download from the dealer portal. Submitted orders will be verified against the customer's PO and processed by the GapVax Regional Sales Manager to ensure consistency and process compliance. Opportunity for error is significantly reduced because the custom-programmed quote document includes unique identifiers that alert the GapVax Regional Sales Manager, the order management team, and the accounting team that the order is through the Sourcewell contract, which ultimately triggers quarterly reporting and remittance activity. For a sample of the quote document mentioned above, please reference the attached file GAPVAX QUOTE DOCUMENT	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As with most businesses, GapVax projects its yearly sales forecast at the beginning of our fiscal year. This forecast includes a Government sales budget listed by month and quarter. The executive team reviews our sales budgets monthly, including sales through our cooperative purchasing contracts. A few examples of KPI's used to measure success are "quote to close ratio," "government sales budget vs. actual" and "Soucrewell sales budget vs. actual." We also review our dealers every year and evaluate them on their use of cooperative purchasing contracts.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	If we are awarded a contract, GapVax will pay Sourcewell a 2% administrative fee for facilitating, managing, and promoting the Sourcewell Contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Unlike many cookie cutter-type manufacturers, GapVax Inc. is known as a customer-focused builder of industrial and municipal equipment. We pride ourselves in our ability to address a customer's needs and create a solution (that's often customized) to meet those needs. The following products were born from a passionate pursuit of building equipment "the way we'd want it" if we were the customer: The GapVax MC is a combination vacuum and sewer flushing machine designed to wash and remove debris from sewer drains. With a wide variety of sizes available, this is an ideal candidate for any size municipality, water and sewer district, or government agency that is cleaning storm drains, catch basins, and sewers. GapVax offers truck-mounted configuration available on a single-axle and a double-axle chassis. The single-axle gives you the choice of a 4-8 cubic yard debris body and a water tank capacity of 500-1,200 gallons. The Double Axle MC ranges from 8-13 cubic yards, and water tank sizes up to 2,000 gallons. In addition, our custom-configured units allow for various arrangements not currently available through our competition. GapVax VHE hydro excavators use non-destructive pressurized water combined with an industrial-strength vacuum to safely expose buried utilities or excavate near objects easily damaged by traditional mechanical digging. The operator directs the pressure stream to the ground to break up the soil, positions the vacuum hose at the excavation area, and conveys the loosened soil into the debris body through the vacuum hose. The hydro excavation process results in safe, fast, precise excavations that require less backfill and site restoration, and has less environmental impact than traditional excavation techniques. This system is ideal for any size municipality, water and sewer district, public or private utility, or contractor that needs to locate buried objects or safely excavate around underground utilities. The GapVax HV is a "next level" hydro excavator compared to the VHE. The HV series is a true wet and dry unit that offers high-pressure water and compressed air for excavating. The use of compressed air is becoming more common for unearthing buried utilities. Unlike water, compressed air does not increase the waste stream, and the excavated soil can be quickly backfilled into the same hole. However, unlike wet-only units, a very stringent filtration system is required to protect the truck's vacuum pump when vacuuming dry product. The HV uses cyclone and baghouse technology to provides ultimate vacuum pump protection. New to the GapVax product line is our VHX hydro excavator. Much like our GapVax HV, the most significant difference of the VHX is its ability to haul payload over the road legally. For example, government agencies can now legally move 15,000 pounds of wet or dry excavation spoils in states that strictly adhere to federal bridge laws. The GapVax GJET is a truck-mounted high-pressure water Jet designed to remove sand, dirt, grease, detergents, and materials typically found in sanitary and storm drain pipes. The GJET's single-engine design uses the chassis engine to power all functions. The hydraulically powered water pump pressurizes the onboard water supply and conveys the water into the sewer through a high-pressure hose. The hose is spooled in and out by a hydraulically powered hose reel mounted on the truck's front. The GJET's efficient design surpasses competitive units that utilize multiple engines by reducing weight, fuel costs, emissions, and maintenance costs. Our G7 is a trailer-mounted version of our GJET. It has a distinct non-cdl weight advantage over truck-mounted jetters, making it an ideal pipe cleaning solution for government agencies that struggle to find drivers with a commercial driver's license. Its compact design is an added benefit for tight, hard-to-reach areas. GapVax's most advanced technological offering is based on the "less is more" concept. Today's agencies are constantly pushed to save water. Seeing this as the wave of the future, GapVax partnered with German-based manufacturer Wiedemann Enviro-Tec, the inventors of water recycling technology for sewer cleaning equipment, to bring the GapVax Recycle JetVac to North America. Our Recycle JetVac is the only sewer cleaning recycling truck on the market that does not use mechanical filter screens or disposable filter cartridges as part of the water cleaning system. Instead, by using Wiedemann's tried-and-true "sedimentation system" for recycling the collected water, operators can work without interruptions from filter cleaning or filter failure from grease, sand or clay. As a result, pipe cleaning that once took several hours and wasted countless gallons of water, can now be accomplished fast and efficiently.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	“RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies” accurately describes the products GapVax Inc. is offering. Therefore, no subcategories are needed for our submission.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	GapVax MC JetVac GapVax Recycle JetVac Please reference the attached file GAPVAX SOURCEWELL LITERATURE	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	GapVax VHE, Hydro Excavation GapVax VHX, Hydro/Air Excavation GapVax HV, Hydro/Air Excavation Please reference the attached file GAPVAX SOURCEWELL LITERATURE	*
74	Jetters and rodders	(•) Yes ( ) No	GapVax GJET Jetter Truck GapVax G7 Jetter Trailer Please reference the attached file GAPVAX SOURCEWELL LITERATURE	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	Not applicable to GapVax Inc. product offerings.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	( ) Yes (•) No	Not applicable to GapVax Inc. product offerings.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	( ) Yes (•) No	Accessories, supplies and replacement or wear parts related to the offerings above will be supplied at the local level through GapVax dealers and service centers and are not included in this RFP.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Several improvements have been made to GapVax models that improve operator's safety. These items include: 1) Standard chassis requirements to include additional entry grab handles, wider entry steps, and a two-speed or viscous engine fan drive to reduce noise in the cab and at the front operator station. 2) MC Front hose reel operation to include remote hose reel in/out options, front reel power articulation upgrade, remote or cab controls for front reel articulation upgrade, new and improved autowinder mounting for increased ground clearance, and hose tracking, and a new digital footage counter with very accurate hose measurement 3) New vacuum pump mounting and noise reduction silencers, mid-ship gearbox mounting, and ergonomic controls. 4) More accessible operator daily checks with ground-level cyclone and filter cleanouts, ground-level remote lubrication manifolds, and options for auto lube systems for the vacuum module, chassis, or both. 5) Camera system options to include single to quad-camera packages and new mounting positions to reduce/eliminate blind spots. 6) Simplified systems engagement, disengagement, console layout, and operational features with the GapVax G2 logic control system. 7) Improved wireless control systems, including charging stations, spare transmitters, and failsafe interlocks. Also, the new wireless transmitter safety features include LED indicators, feedback displays, integrated remote body dump options, remote body wash-out options, and remote water flow/pressure control options. 8) Better HX Water systems to include new hydraulically driven packages, new mounting arrangements to enclose all moving parts and reduce hoses, reduce the number of operation valves, and the development of a new multi-flow HX water system that is integrated with the new wireless remote system. 9) LED lighting options to illuminate perimeter work areas, operation controls, dumping / clean out areas, and SAE or CA Title 13 compliant beacon lights, directional lights, and flashers. 10) Ergonomic storage boxes, changing over to swing forward doors where possible in place of fold-down doors. In addition, pump enclosures now have an option to upgrade to a roll-up style door to keep the open door out of the operator work area. 11) Enhanced connectivity of the electrical controls with improved sunlight, oil, and abrasion-resistant engineered cord sets and over-molded, weather-tight electrical connectors. 12) New and improved hydraulic hose, water hose, electrical cord, and control wire routing and clipping on the frame and body. Also, a new hydraulic hose and wire support has been developed for the rear-mounted loading boom. 13) Improved operator manuals by customizing each manual to the system controls of each exact unit. 14) Air-actuated MC body safety prop that is safely engaged and disengaged at a safe distance from an elevated collector body 15) Rear-mounted MC float shut-offs eliminating the operator's need to enter the tank	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	GapVax's most advanced technological offering is based on the "less is more" concept. Today's agencies are constantly pushed to save water. Seeing this as the wave of the future, GapVax partnered with German-based manufacturer Wiedemann Enviro-Tec, the inventors of water recycling technology for sewer cleaning equipment, to bring the GapVax Recycle JetVac to North America. Our Recycle JetVac is the only sewer cleaning recycling truck on the market that does not use mechanical filter screens or disposable filter cartridges as part of the water cleaning system. Instead, by using Wiedemann's tried-and-true "sedimentation system" for recycling the collected water, operators can work without interruptions from filter clogging or filter failure from grease, sand or clay. As a result, pipe cleaning that once took several hours and wasted countless gallons of water can now be accomplished fast and efficiently. New to the GapVax 2021 product line is our VHX hydro excavator. Much like our GapVax HV, the most significant difference of the VHX is its ability to haul payload over the road legally. For example, government agencies can now legally move 15,000 pounds of wet or dry excavation spoils in states that strictly adhere to federal bridge laws. This ultra-light solution, combined with onboard weight scale technology, allows the operator to achieve maximum legal payload, reduce inefficiency from transporting partial loads, and ensures over-the-road safety by eliminating dangerously overweight loads.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - GAPVAX SOURCEWELL PRICE 2022.xlsx - Tuesday October 12, 2021 12:51:15
- Financial Strength and Stability - GAPVAX FINANCIAL INFORMATION AND COOPERATIVE PURCHASING CONTRACT LIST.zip - Thursday October 07, 2021 12:37:04
- Marketing Plan/Samples - GAPVAX SOURCEWELL MARKETING.zip - Thursday October 07, 2021 17:31:10
- WMBE/MBE/SBE or Related Certificates - GAPVAX LITERATURE.zip - Tuesday October 12, 2021 14:02:44
- Warranty Information - GAPVAX WARRANTY.pdf - Thursday October 07, 2021 12:19:03
- Standard Transaction Document Samples - GAPVAX QUOTE DOCUMENT.pdf - Thursday October 07, 2021 12:19:45
- Upload Additional Document - GAPVAX DEALER AND SERVICE MAP -TRAINING.zip - Thursday October 07, 2021 17:31:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Gary Poborsky, President, GapVax Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

CITY OF REDLANDS
REQUEST FOR BUDGET TRANSFER

DATE REQUESTED: 8/3/22

POSTING DATE: _____

REQUESTING DEPARTMENT: MUED/STREETS & INSPECTIONS

TRANSACTION NO: _____
(FINANCE TO COMPLETE)

ACCOUNT DESCRIPTION	ORGKEY	OBJECT	JOB LEDGER	INCREASE	DECREASE
Streets & Inspections -	101401	7810			7806.09
Supplies - Special Dept Supplies					
Streets & Inspections -	101401	8706		7806.09	
Fixed Assets - All Other Equipment					
				7806.09	7806.09

JUSTIFICATION: Purchase of the GapVax 2023 MC1510-3S3S Combination Jet/Vax

INITIATING DEPARTMENT	RECOMMENDED ☐ NOT RECOMMENDED ☐	APPROVED ☐ NOT APPROVED ☐
Department Head	Finance Director	City Manager
Date 8/4/22	Date	Date

Finance Director/City Manager Comments:

SOURCEWELL CONTRACT NO. 101221-GPV

GapVax®

PREPARED BY

Plumber's Depot

PREPARED FOR

Aaron Jenkins

City of Redlands

QUOTE

GapVax®

QUOTE ID

2120-9030-1

UPDATED:

2/18/2022

GapVax

2023 MC1510-3S3S COMBINATION JET/VAC

QUOTE ID: 2120-9030-1

August 1, 2022

NOTE: THE GAPVAX MC UNIT MAY EXCEED FEDERAL BRIDGE ALLOWABLE WEIGHTS WHEN LOADED WITH WATER, OR DEBRIS, AND/OR BOTH WATER AND DEBRIS COMBINED. PLEASE CONSULT FACTORY.

	OPTION DESCRIPTION	NOTES	QTY
CHA001	**FREIGHTLINER 114SD (4 X 2) - 320 HP CNG - 50,000 LB GVWR - AUTO**	MODEL YEAR 2023	1
	WHITE CAB COLOR		1
	CURRENT **EPA** EMISSIONS (48 STATES, EXCLUDES CALIFORNIA AND NEW JERSEY)		1
	STOCK CHASSIS ARE SUBJECT TO PRIOR SALE, LIMITED QUANTITY ARE AVAILABLE		1
STD	10 USABLE YARD DEBRIS TANK MADE OF 3/16" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD	FRONT MOUNTED HOIST CYLINDER, POWER UP AND DOWN, 55,000 LB CAPACITY		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF BODY		STANDARD
STD	FIVE YEAR WARRANTY ON DEBRIS TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART		STANDARD
A1	DEBRIS BODY FLUSH OUT SYSTEM		1
A2A	DRAIN AT BOTTOM OF TAILGATE - 6" BRASS LEVER VALVE WITH 15' OF LAYFLAT HOSE	VALVE IS NOT 100% LEAK PROOF	1
A3-CS	FLOAT TYPE LIQUID LEVEL INDICATOR ON SIDE OF DEBRIS TANK		1
A11A	FILTER SCREEN FOR DRAIN VALVE (SHORT BOX)	REQUIRES A2	1
A17	UPGRADE TO STAINLESS STEEL DEBRIS TANK		1
A21X	MOUNTING TABS FOR CURBSIDE LADDER		STANDARD
A18	PURGE VALVE AT GRAVITY DRAIN (1-1/4" BALL VALVE)		1
A44	PNEUMATIC TAILGATE PROP		1
STD	1500 GALLON WATER TANK MADE OF 3/16" 304 STAINLESS STEEL		STANDARD
STD	4" HIGH ANTI-SIPHON RING WITH (4) 2-1/2" HOLES		STANDARD
STD	WATER TANK LEVEL SIGHT TUBE ON CURBSIDE		STANDARD
STD	DRAIN VALVE AT BOTTOM OF WATER TANK		STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE		STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE		STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR HINGE PIN		STANDARD
STD	FIVE YEAR WARRANTY ON WATER TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
B10	ADDITIONAL 3" FILTER BETWEEN WATER TANK AND PUMP (3" Y-STRAINER)		1
B30	UPGRADE TO BUTTERFLY VALVE IN 3" SUPPLY LINE		STANDARD
STD	TRUE 8" DIAMETER VACUUM SYSTEM		STANDARD

STD	VACUUM PUMP DRIVEN VIA MID-SHIP MOUNTED SPLIT SHAFT TRANSFER CASE GEARBOX	(PTO)	STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS ON VACUUM PUMP AND TRANSFER CASE		STANDARD
STD	NOISE ATTENUATED VACUUM PUMP DISCHARGE SILENCER WITH RAIN CAP AND DRAIN		STANDARD
STD	24" CENTRIFUGAL CYCLONE SEPARATOR WITH 20" CHAMBER		STANDARD
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS MOUNTED AT THE REAR OF DEBRIS TANK		STANDARD
STD	STAINLESS STEEL VEE-WIRE SAFETY SCREEN		STANDARD
STD	6" SAFETY VACUUM RELIEF		STANDARD
STD	PANIC SWITCH FUNCTION FOR VACUUM		STANDARD
C7	UPGRADE TO ROOTS TYPE VACUUM PUMP 4,500 CFM AND 16" HG	(4) 16" Hg VACUUM RELIEF VALVES	1
STD	TRI-PLEX WATER PUMP SYSTEM		STANDARD
STD	800 PSI WASHDOWN CIRCUIT WITH 50' X 1/2" HOSE		STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT		STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES		STANDARD
D3A	GIANT GP8000 SERIES WATER PUMP RATED 80 GPM @ 2,500 PSI		1
D7A	50' X 1/2" HAND GUN REEL FOR WASHDOWN CIRCUIT		1
STD	8" FRONT MOUNTED TELESCOPING BOOM WITH 26' REACH AND 180 DEG. ROTATION		STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE		STANDARD
STD	DUAL 4" LIFT CYLINDERS		STANDARD
STD	CAB PROTECTION RACK		STANDARD
E6	REMOTE LUBE FOR BOOM LIFT AND ROTATION		1
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION		STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 3,000 PSI		STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS		STANDARD
F1C	DIGITAL FOOTAGE COUNTER - SHAFT-MOUNTED		1
F6	UPGRADE FRONT HOSE REEL TO POWER ARTICULATE VIA HYDRAULICS		1
F11	AUTOMATIC HOSE LEVEL WINDER (INCLUDES "J-HOOK" STLYE HOSE GUIDE)		1
STD	CAB-MOUNTED AIR SHIFT CONTROLS FOR BLOWER, HYDRAULICS, AND WATER PUMP		STANDARD
STD	CONTROL PANEL MOUNTED AT FRONT HOSE REEL		STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GUAGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP		STANDARD
STD	PANIC SWITCH TO RELIEVE WATER PRESSURE AND VACUUM		STANDARD
STD	30' PENDANT REMOTE WITH BOOM FUNCTIONS		STANDARD
G2C	**G2C** CONTROL SYSTEM WITH DP700 DISPLAY INCLUDES:		1
	LOW WATER SHUTDOWN PROTECTION		1
	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION		1
	ENGINE OVERSPEED PROTECTION		1
	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS		1
	TEMPERATURE AND PRESSURE LEVELS FOR VACUUM, WATER, HYDRAULICS		1
	PROVISION FOR INCLUDING DIGITAL FOOTAGE COUNTER ON SCREEN	F1C NOT INCLUDED	1
G4	HIGH DEBRIS LEVEL LIGHT & ALARM	REQUIRES A3	1
	OMNEX T110 WIRELESS REMOTE		STANDARD
G21A	WIRELESS REMOTE WITH BOOM, VACUUM AND FRONT HOSE REEL ON/OFF		1

STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS		STANDARD
STD	LED STOP/TAIL/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES		STANDARD
H5B	(2) BOOM WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H6B	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H7BA	(2) SIDE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429) (1 PER SIDE)		1
H19D	**CODE 3** REAR SUPER LED FLASHERS - 6 LIGHT HEADS		1
	3 ON EACH SIDE REAR (1 @ 45 DEGREES)		1
H33	REAR ARROW LIGHT - LOW PROFILE LED (CA **TITLE-13** COMPLIANT) TRAFFIC ADVISOR	(LHT022544, CODE 3 TORUS NARROWSTIK OR EQUAL)	1
STD	25' FIRE HOSE BASKET		STANDARD
STD	TWO (2) GALVANIZED STEEL TUBE TRAYS		STANDARD
I6E-CS	ALUMINUM, 36" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE CURBSIDE		1
I8B-DS	30" TOOL BOX - ALUMINUM, 30" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE DRIVER'S SIDE		1
I16A	WHEEL CHOCK HOLDER (PER SIDE) - DRIVER'S SIDE		1
I20A	REAR DRAIN HOSE RACK FOR 6" LAYFLAT HOSE X 15' LONG		1
I26B	TWO BUMPER TOOL BOXES - ALUMINUM, 16" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR		1
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS		STANDARD
STD	REMOTE ACTUATED BODY SAFETY PROP		STANDARD
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION		STANDARD
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM		STANDARD
STD	ALLISON 10-BOLT PTO UPGRADE		STANDARD
J-CNG	**CNG** POWERED CHASSIS UPFIT		1
J0B	FRONT BUMPER - CALIFORNA FRONT BUMPER		1
J4B	TOW HOOKS REAR - FRAME MOUNTED		1
J4A	TOW HOOKS REAR - HEAVY DUTY WELDED	REQUIRES J16	1
STD	PAINTED WITH PPG URETHANE PAINT		STANDARD
STD	PAINT BODY WHITE		STANDARD
STD	PAINT FRAME AND PARTS BLACK		STANDARD
STD	PAINT HOSE REEL AND BOOM BLACK		STANDARD
STD	FLEET FINISH		STANDARD
STD	25 FEET OF VACUUM TUBING (5) AND CLAMPS		STANDARD
STD	TIGER TAIL HOSE GUIDE		STANDARD
STD	TWO BLUE STAR SEWER CLEANING NOZZLES		STANDARD
M3	FILL HOSE 25' X 2 1/2"		1
M5C	LEADER HOSE 25' X 1"		1
M8H	1" PIRHANA SEWER HOSE - 3,000 PSI X 600 FT PLASTIC (BLUE) (PN: HOS022496)		1
M29B	TWO CAMERA - BACK-UP CAMERA SYSTEM WITH 7" COLOR MONITOR (RV-505A), INCLUDES DVR-916 REAR AND DVR-921 FRONT CAMERA		1
**	Stainless Steel Surcharge		1

GapVax

PRICING SUMMARY

PRICE OF BASE UNIT WITH OPTIONS:		**$**	**605,302.90**
SOURCWELL DISCOUNT:		**$**	**7,780.06**
DELIVERY: ($1,000.00 MINIMUM)	**@ $3.00 PER MILE**	**$**	**8,000.00**
ESTIMATED SUBTOTAL:		**$**	**605,522.84**
SALES TAX:		**$**	**52,283.25**
TOTAL PRICE (PER UNIT):		**$**	**657,806.09**

DUE TO EXTREME MARKET VOLATILITY AND PENDING U.S. GOVERNMENT SECTION 232 TRADE CASES ALL PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE, ALL QUOTES TO BE CONFIRMED AT TIME OF ORDER

***** FOB DESTINATION *****

SIGNATURE DATE

Please return a signed copy to betty@gapvax.com

QUOTE ID
2120-9030-1

LAST UPDATED:
2/18/2022

GapVax Incorporated
Terms and Conditions of Sale

1. ORDERS. All orders are subject to acceptance by an officer of GapVax Inc. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of GapVax.

2. PERFORMANCE. GapVax Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

3. EXPERIMENTAL WORK. Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

4. SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by GapVax Inc. shall remain its exclusive property; and no use of same shall be made, nor may ideas obtained therefrom be used, except with the consent of and on terms acceptable to GapVax Inc.

5. CANCELLATION. Orders regularly entered cannot be canceled except upon terms that will compensate GapVax Inc. for any loss or damage sustained.

6. SHIPMENT. All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for GapVax Inc. to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and GapVax Inc. shall be liable only for ordinary care of the property.

7. CUSTOMER'S PROPERTY. GapVax Inc. shall charge the customer at current rates, for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by GapVax Inc. is at the customer's or other party's risk. GapVax is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.

8. PRICES. All orders are subject to current prices in effect at the time of order acknowledgment.

9. F.O.B. POINT. Unless otherwise stated, all prices listed are F.O.B. point of manufacture.

10. TAXES. Unless specifically stated, prices listed do not include Federal, State, City or other excise occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If federal Excise Taxes are included or listed on the reverse side of this paper, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment.

11. PRODUCT IMPROVEMENT. GapVax Inc. reserves the right to change manufacturing specifications and procedures without incurring any responsibility for modifying previously shipped products.

12. MOUNTING PRICES. Mounting prices assumes normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

13. WARRANTY. GapVax Inc. warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty but makes no warranty of merchantability or fitness for any particular purpose. GapVax Inc. does not assume liability for any loss of product, time or any direct, indirect, or consequential damage, losses or delay or any nature whatsoever. No warranty, express or implied, is made or authorized to be made and no obligation is assumed or authorized to be assumed with respect to products of GapVax Inc. other than that set forth in the current, published warranty. It is to be understood that the acceptance this order is expressly conditioned upon your acceptance of GapVax Inc. standard written warranty for the products sold hereunder GapVax Inc. hereby disclaims any responsibility or liability for any consequential losses delays or downtime resulting from orders hereunder the use of its products. GapVax does not and will not warranty any tank coating or tank lining. PTO damage is not covered when the PTO protection system or low water shut down system is not selected / installed / and operational.

14. This agreement shall be construed according to the laws of the State of Pennsylvania. Our failure at anytime to exercise any right we may have under the agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.

15. This order, including the above terms and conditions contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on us unless in writing and agreed to by authorized representative of this company.

Multi-Regulation Summary (MRS)

Requirements for Diesel Truck and Equipment Owners

California Environmental Protection Agency
Air Resources Board

All owners of diesel trucks, buses, trailers and transport refrigeration units, or "reefers," that operate in California, are required to take steps to reduce air pollution. Reducing emissions from existing equipment is necessary to meet federally imposed clean air standards and to reduce the adverse health effects from pollution. Funding opportunities may also be available to lower emissions earlier than required. This document summarizes requirements and key dates for upgrading existing equipment:

1. LEGACY PROGRAMS

A) Idling Limits - restrict diesel vehicles from idling more than five minutes, and idling in school zones is not allowed with limited exceptions.
See: www.arb.ca.gov/noidle

B) The **Heavy-Duty Vehicle Inspection Program** uses random roadside inspections to verify that diesel engines do not smoke excessively and are tamper free.
See: www.arb.ca.gov/enf/hdvip/hdvip.htm

C) Emission Control Labels must be affixed to engines of all commercial heavy-duty diesel vehicles, and must be legible as proof the engine, at minimum, meets U.S. federal emissions standards for the engine model year.

D) The **Periodic Smoke Inspection Program** requires owners of California based fleets of two or more diesel vehicles to perform annual smoke opacity tests and to keep records for at least two years for each vehicle. The requirement does not apply to cars or trucks that must undergo a Smog Check.

2. TRUCKS AND BUSES (Private & Federal Fleets)

Diesel trucks and buses with a GVWR that is 14,001+ lbs. must reduce exhaust emissions by meeting particulate matter (PM) filter requirements and upgrading to 2010 model year (MY) or newer engines.

HEAVIER VEHICLES with a GVWR of 26,001+ lbs. need upgrades as shown in the table. No reporting is required if using the heavier vehicle schedule.

Schedule for Heavier Trucks and Buses		
Engine Year	PM Filter*	2010 MY Engine
Pre-1994	Not required	January 1, 2015
1994-1995	Not required	January 1, 2016
1996-1999	January 1, 2012	January 1, 2020
2000-2004	January 1, 2013	January 1, 2021
2005 or newer	January 1, 2014	January 1, 2022
2007-2009	If already equipped	January 1, 2023

* 50% PM reduction can be used if 85% reduction is not available.

LIGHTER VEHICLES with a GVWR between 14,001 and 26,000 lbs. need to be upgraded to 2010 or newer MY engines. Check the table to determine your schedule. No retrofit PM filter or reporting is required for lighter vehicles.

Schedule for Lighter Trucks and Buses	
Engine Year	2010 MY Engine
1995 and older	January 1, 2015
1996	January 1, 2016
1997	January 1, 2017
1998	January 1, 2018
1999	January 1, 2019
2003 and older	January 1, 2020
2004-2006	January 1, 2021
2007-2009	January 1, 2023

On April 24-25, 2014, the California Air Resources Board held a meeting to consider the proposed amendments to the Truck and Bus Regulation. ARB has approved these changes to assist fleets with the transition to cleaner vehicles while preserving overall emission reductions and health benefits of the Regulation. There are new options that may allow additional compliance flexibility for your vehicles. For more information, please see the approved amendments page at: www.arb.ca.gov/msprog/truckstop/tb/approved.htm.

3. DRAYAGE TRUCKS

Diesel-fueled trucks transporting cargo destined to or coming from California's ports and intermodal rail yards (including bobtails and transporting chassis) must be registered in the statewide Drayage Truck Registry prior to entry. Drayage fleets must comply with requirements by operating only vehicles with 2007 MY engines or newer.

Truck Engine Model Year	Emission Requirements
Compliance Schedule (GVWR 26,001 lbs. or more)	
2006 and older	Not allowed
2007-2009	Compliant through 2022
2010 and newer	Fully compliant

By January 1, 2023, all class 7 and 8 diesel-fueled drayage trucks must have 2010 and newer engines. Trucks with 2010 and newer engines are fully compliant with both the Truck and Bus and Drayage regulations. The exchange of marine or rail cargo (e.g. containers) between compliant and non-compliant drayage trucks is not allowed anywhere in California.

Drayage Truck Regulation
1-888-247-4821
www.arb.ca.gov/drayagetruck

4. TRACTORS AND BOX-TYPE TRAILERS

The Tractor-Trailer Greenhouse Gas regulation applies to 53-foot or longer box-type trailers and 2013 MY or older heavy-duty tractors that pull these trailers.

Low-Rolling Resistance Tire Requirements*

Required	2010 MY and Older	2011 MY to 2013 MY	2014 MY and newer
Tractors	Required	Required	N/A
Trailers	1/1/2017	Required	Required

Tractor Requirements

All 2011 through 2013 MY sleeper-cab tractors must be SmartWay designated models. 2014 MY or newer tractors are covered by a federal regulation and are exempt from this rule.

For more information, please see: www.arb.ca.gov/tractortrailer_ghg

*Must be SmartWay certified

Trailer Aerodynamic Requirements

All trailers must be either SmartWay certified or aerodynamically retrofitted* to a minimum standard. Fleets that previously reported trailers to use the Optional Compliance Schedules may phase-in aerodynamic technologies over several years.

Delays and Exemptions

Certain trucks subject to the Transportation Refrigeration Unit (TRU) rule can phase-in tire and aerodynamic requirements between 2018 to 2020. This only applies to TRUs with 2003 to 2009 MY trailers and 2003 or newer reefer engines.

Fleets must register to take advantage of short haul, local haul or storage trailer exemptions, and to apply for temporary use passes.

5. TRANSPORT REFRIGERATION UNITS (TRUs or Reefers)

All transport refrigeration units (TRU) and TRU generator sets that operate in California must meet the in-use performance standards (see compliance schedule table below). Every California-based TRU and TRU generator set must be registered in ARBER and be labeled with an ARB Identification Number. All terminals that are located in California where TRU are based must submit operator reports to ARB at: arber.arb.ca.gov/Welcome.arb.

Fleets may comply by using alternative technologies, installing a verified PM filter or upgrading to cleaner engines.

The business entity that hires carriers (e.g. brokers, shippers or receivers) must only use carriers that supply compliant TRUs.

Transport Refrigeration Unit Regulation
1-888-TRU-ATCM (1-888-878-2826)
www.arb.ca.gov/diesel/tru/tru.htm

TRU and TRU Generator Set Compliance Schedule		
Engine Model Year	Low-Emission TRU (50% PM Reduction)	Ultra-Low-Emission TRU (85% PM Reduction)
2001 or older	Original – December 31, 2008	December 31, 2015
	Delayed – December 31, 2009	December 31, 2015
2002	December 31, 2009	December 31, 2016
2003	December 31, 2010	December 31, 2017
2004 (<25 hp)	December 31, 2011	December 31, 2018
2004 (>25 hp)	Not Applicable	December 31, 2011
2005 and newer	Not Applicable	December 31st of the model year plus 7 years

6. PUBLIC FLEETS AND OTHERS

Vehicles with a GVWR of 14,001+ lbs. that are owned by state and local government fleets, publicly-owned school buses, private utilities, and solid waste collection vehicles, must be already be retrofitted with the best available ARB verified PM filters or upgraded.

Vehicle or Fleet Type	Website
Public and Private School Buses	www.arb.ca.gov/dieseltruck
Solid Waste Collection Vehicles	www.arb.ca.gov/msprog/swcv/swcv.htm
Public Transit Fleet Vehicles	www.arb.ca.gov/msprog/bus/bus.htm
State and Local Government Vehicles and Private Utilities	www.arb.ca.gov/msprog/publicfleets/publicfleets.htm

FUNDING OPPORTUNITIES

Grant funding is very limited but may be available to help fleets and individuals comply with California regulations earlier than is required. Funding is available for vehicle replacements, retrofits, or zero-emission technologies. Please contact the local air district where you are based to determine if you eligible for funding or if an opportunity may become available in the future. ARB's loan assistance program (PLACE) helps small businesses with vehicles that operate at least 50 percent time in California. The program connects truckers to participating lenders to help purchase trucks, PM filters, aerodynamic retrofits or low-rolling resistance tires. See: http://www.arb.ca.gov/msprog/truckstop/azregs/fa_resources.htm

FOR MORE INFORMATION

Note: Each fleet may have unique requirements. This page summarizes portions of ARB's diesel vehicle regulations and should not be substituted for the actual regulatory language or requirements.

Visit www.arb.ca.gov/truckstop for more detailed information, or contact ARB's diesel hotline at 866-6DIESEL (866-634-3735), or send an email to 8666diesel@arb.ca.gov.

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approval of the request for commercial vendors and the temporary closure of 5th Street for the Stronger Together Now Latina Love Fest within Ed Hales Park on October 9, 2022, and determination that the event is categorically 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 that the request is appropriate, the following motions are provided:

I move that City Council determine that this event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the state's guidelines implementing the California Environmental Quality Act, and approve commercial vendors and the temporary closure of 5th Street for the Stronger Together Now Latina Love Fest within Ed Hales Park on October 9, 2022.

RECOMMENDATION:

Staff recommends that the City Council direct staff accordingly related to the street closure request of 5th Street and the request for commercial vendors for the Latina Love Fest event hosted by Stronger Together Now on October 9, 2022, within Ed Hales Park.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon issuing a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering

with non-profit agencies and organizations to provide services beneficial to the community.

The non-profit organization, Stronger Together Now (STN), has hosted other events in Redlands and is requesting to hold the Latina Love Fest on Sunday, October 9, 2022, at Ed Hales Park. The event will be held from 12:00 to 5:00 p.m. The non-profit organization is requesting to have 40 commercial vendors at the event and temporarily close 5th Street for the purposes of accommodating a portion of the vendors. The event is intended to bring the community together to celebrate Latinas and their contributions to the City with awareness on women and domestic abuse. STN indicates that the event will include activities, artwork, live music, performers and guest speakers.

STN is requesting a temporary street closure of 5th street from Redlands Boulevard to E. State Street between the hours of 9:00 a.m. to 9:00 p.m for the set-up and dismantling of the event. In addition, they are requesting to have commercial vendors with various sales of shirts, merchandise, artwork and food. City Council approval is required for the event because the Municipal Code prohibits commercial activity within city parks and also does not permit special events to take place within a city street. Council has approved commercial activity within parks for non-profit events in the past. Therefore, the City Council's approval is needed for this aspect of the request.

Should the City Council elect to approve the event, the following conditions of approval will apply:

- The event will be contained within the park perimeter and along N. 5th Street;
- All commercial vendors shall have a current City of Redlands business license to participate in the event; and
- The event shall comply with all County of San Bernardino Health Permit regulations;

ALTERNATIVES:

The City Council may elect to deny the event.

STRATEGIC PLAN:

Priority A- Quality of Life, Strategic Objective 1. Beautification, Arts, and Culture. Enhance community events to better reflect Redlands' diversity and demographics.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year: FY 2022-23

Discussion:

If the event is approved, the applicant will pay the park reservation fee and any other applicable fees associated with the event.

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

DATE: 09/06/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the agreement with Larry Jacinto Farming, Inc., for the care, maintenance and harvest of city owned citrus groves for an amount not-to-exceed $1,017,900 for a period of three years (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 Larry Jacinto Farming, Inc., for the care, maintenance and harvest of city owned citrus groves in an amount not-to-exceed $1,017,900 for a period of three years.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Larry Jacinto Farming, Inc., for the care, maintenance and harvest of city owned citrus groves in an amount not-to-exceed $1,017,900 for period of three years.

DISCUSSION:

The City of Redlands has twenty-one (21) citrus groves throughout the City, totaling approximately 184 acres. The varieties of citrus include Valencia oranges, Navel oranges, Rio grapefruit, and Ruby Star grapefruit. The City's citrus groves require ongoing care, maintenance, and harvest to sustain its economic viability and health. The City maintains these groves by way of internal staff supplemented by specialized contractual services. The scope of services included in the attached agreement include but are not limited to rodent control, brown rot and frost control, hedging and topping, brush chopping, trip spray, ACP Treatment, and PCA reporting.

Staff advertised a Request for Bid (RFB) for citrus farming services in accordance with the City's procurement protocol. On May 11, 2022, the City Clerk's office received and opened one bid. Staff evaluated the bid for conformance with the City's purchasing ordinance, and verified the total price as shown in the table below. Larry Jacinto Farming, Inc. met all the bidding requirements and was deemed the apparent lowest responsible bidder.

BIDDER	BID AMOUNT
Larry Jacinto Farming	$339,300.00 per year

The proposed agreement amount reflects a decrease in cost for contractual services in comparison to previous agreements due to several factors, including the addition of two (2) full-time city staff grove workers, a reduction in scope of services and working with a qualified consultant to advise city staff on farming methods, such as water conservation, best practices, and treatment for the Asian citrus psyllid. Staff will continue to work closely with the Citrus Preservation Commission, consultant and farming contractor to monitor farming trends and expenses, and will report to City Council if budget concerns are noted. Furthermore, staff is recommending that the City Council approve an agreement with Larry Jacinto Farming, Inc., for the maintenance of city owned citrus groves in an amount not-to-exceed $1,017,900 for a period of three years.

ALTERNATIVES:

The City Council may elect not to award the agreement with Larry Jacinto Farming, Inc., and provide alternative direction to staff.

STRATEGIC PLAN:

Priority A - Quality of Life

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:	FY 2022-23
Revenue Generating:	Yes
Appropriation Required Y/N:	No
Amount:	$339,300
Budgeted Y/N:	Yes
Account No.:	538900

Discussion:

Sufficient funding for this service is included in the Citrus Division (538900) budget for Fiscal Year 2022-23 as approved by City Council. Costs associated with any future renewal terms of the agreement will be included in subsequent budget requests prepared by the Department.

Attachments

Clerk's Bid Report

Agreement

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **11th day of May 2022 at 11:30 a.m.** on behalf of the Facilities and Community Services Department for **Citrus Grove Maintenance – FCS03032022KG**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Addenda Acknowledged (3)	Total Bid Amount
1	Larry Jacinto Farming, Redlands CA	Yes	3 Acknowledged	$339,300.00

Jeanne Donaldson
City Clerk

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Kathleen Giorgianni

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of citrus grove care, maintenance and harvest ("Agreement") is made and entered in this 6th day of September, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Larry Jacinto Farming, 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 citrus grove care, maintenance, and harvest 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, 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 as of 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," which is attached hereto and incorporated herein by this reference. The term of this Agreement shall be for a period of three (3) year from the Effective Date of this Agreement (the "Initial Term").

4.2 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 Total compensation for Contractor's performance of the Services shall not exceed the amount of one million seventeen thousand nine hundred dollars ($1,017,900). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference. In the event of significant market price increases of necessary materials or fuel, Contractor may request city approve a cost modification based off documented evidence of these costs increases.

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	Larry Jacinto, President
City of Redlands	Larry Jacinto Farming, Inc.
35 Cajon Street	PO Box 275
P.O. Box 3005 (mailing)	Mentone, CA 92359
Redlands, CA 92373	Ljacinto@LJacinto.com
jdonaldson@cityofredlands.org	909-794-2276
(909) 798-7531	909-389-9541

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 twenty (20) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

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

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

amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

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

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

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

LARRY JACINTO FARMING, INC.

By: _____
Larry Jacinto, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Provide on an as needed basis for the groves listed below:

- Pre-Emergent Application
- Commercial Fertilizer
- Hand Rig
- Chemigation Labor
- Rodent Control
- Brown Rot/Frost Control
- Hedging & Topping
- Brush Chopping
- Thrip Spray
- ACP Treatment
- PCA Reporting

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Larry Jacinto Farming, Inc. _____ _____(hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to Description of Improvement Services to Public Buildings and/or grounds (the "Work"), which said agreement, dated _____, 20XX, 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"

PRICE AND FEE BID

Prices include all labor and materials

Item No.	Brief Description	*A Quantity	*B Hourly and Acre Rate	*C Total Price in Figures
A1	Rodent Control	500 Hours	$ 48.00	$ 24,000.00
A2	Commercial Fertilizer	200 Acres	$ 98.00	$ 19,600.00
A3	Brown Rot/Frost Control	200 Acres	$315.00	$ 63,000.00
A4	Thrip Spray	200 Acres	$335.00	$ 67,000.00
A5	Hand Rig	40 Hours	$120.00	$ 4,800.00
A6	ACP Treatment	200 Acres	$329.00	$ 65,800.00
A7	Chemigation Labor	150 Hours	$110.00	$ 16,500.00
A8	Pre-emergent application	200 Acres	$273.00	$ 54,600.00
A9	PCA Reporting	200 Acres	$120.00	$ 24,000.00
***"A" x "B" = "C" TOTAL**				$339,300.00

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

LARRY JACINTO FARMING, INC.

By:_____ Date: _____

Larry Jacinto, President

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

DATE: 09/06/2022

TO: The Successor Agency Board of Directors

SUBJECT: Approve minutes of the regular meeting of July 5, 2022 (Secretary Donaldson)

MOTION:

I move to approve the minutes of the regular meeting of July 5, 2022.

Attachments

Minutes of the July 5, 2022 regular meeting.

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on July 5, 2022 at 5:00 P.M.

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

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Robert Dawes, City Treasurer; Jeanne Donaldson, City Clerk; Janice McConnell, 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; Tabitha Kevari, Assistant Director Facilities & Community Services; Reggie Brown, Fire Battalion Chief

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

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

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

a. Benveniste v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS 2012175
b. Rodriguez v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS 1935452
c. Barajas v. City of Redlands, San Bernardino Superior Court, Case No. CIVDS1719737

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

Agency Negotiator:	Assistant City Manager McConnell
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

RECONVENE CITY COUNCIL MEETING

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

CLOSED SESSION REPORT

City Attorney Abich Garcia announced the following actions were taken during the closed session:
1.a Council received report and gave direction to legal counsel
1.b. No reportable action
1.c. Council gave direction to legal counsel
2. No reportable action

PUBLIC COMMENT

Public comments were presented either in-person, via Zoom, via cell phone or landline.

Tenancy Vacate Notices - Justin and John Weekley described concerns related to receiving a 60-day notice to terminate tenancy from the owner of their apartment building located on New York Street. They claimed the landlord was preparing to evict the tenants based on the assertion he was performing substantial remodeling/renovation work on the apartments. The Weekleys added there appeared to be no evidence the owner had pulled any permits related to the improvements, and they urged Council to stop evictions and consider a review of possible building code violations.

CONSENT CALENDAR

Minutes

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the minutes of the regular meeting of June 21, 2022.

Vote: 5 - 0 Passed

Airport Advisory Board Member Appointments

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously appointed, by roll call vote, Nathan Freeman to serve the remainder of a four-year term on the Airport Advisory Board ending May 1, 2025.

Vote: 5 - 0 Passed

Resolution No. 8362 Remote Teleconference Meetings

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8362 authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days.

Vote: 5 - 0 Passed

First Amendment Planning, Environmental, Development Review Services Agreement

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the First Amendment to the Professional Services Agreement with Michael Baker International to increase the original agreement from $49,990 to a total aggregate of $149,990 for professional planning, environmental, and development review services.

Vote: 5 - 0 Passed

Ordinance No. 2928 Report Temporary Moratorium

Due to ownership of property within 500 feet of the identified list of new housing sites in the City's 2021-2029 Housing Element, Council Member Davis recused herself from this item.

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council approved, by roll call vote, to receive and accept the report prepared pursuant to Government Code Section 65858 related to Ordinance No. 2928 for a temporary moratorium pertaining to non-residential development on fifteen properties listed in the 2021-2029 Housing Element as potential future housing sites.

Vote: 4 - 0 Passed

Other: Council Member Denise Davis (RECUSE)

Resolution No. 8354 WaterSMART Grant Program

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8354 authorizing the application to and participation in the WaterSMART: Water and Energy Efficiency Grant program for Fiscal Year 2023; authorized the Mayor, or his designee to execute a financial assistance or similar agreement with the Bureau of Reclamation and any amendments or changes thereto; and determined the Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

Vote: 5 - 0 Passed

Resolution No. 8363 Citizens' Option for Public Safety Program Funds

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8363 for the use of the state's Fiscal Year 22/23 and 23/24 Citizens' Option for Public Safety Program Funds for the purpose of ensuring public safety.

Vote: 5 - 0 Passed

Transitional Housing Services Agreement

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the agreement between the City of Redlands and Steps 4 Life Community Services for the provision of transitional housing services in an effort to address issues associated with homelessness.

Vote: 5 - 0 Passed

Orange Blossom Trail Redlands-Themed Murals

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that the expenditure of $2,000 in support of the Redlands Sunrise Rotary Club's installation of a mural on the Orange Blossom Trail serves a public benefit because it promotes economic development and tourism within the City by attracting visitors from surrounding communities to participate in the event, provides a recreational activity that can be viewed by all residents, and goodwill within the community; and approved an additional appropriation for the expenditure of $2,000 to be paid to the Redlands Sunrise Rotary Club for the installation of a mural on the Orange Blossom Trail.

Vote: 5 - 0 Passed

Solid Waste Collection Truck Engine Assembly

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a sole source purchase order with Cummins Sales and Service in the amount of $57,159.01 for a complete engine assembly to a solid waste collection truck.

Vote: 5 - 0 Passed

Two Limited-Term Positions

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, two limited-term Administrative Assistant I/II positions with the Facilities and Community Services Department, for a term not-to-exceed two years, to help address the administrative burden created by several new projects.

Vote: 5 - 0 Passed

Automobile Storage License Agreements

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the License Agreements with Fix Auto and Gary's Auto Sales is exempt from environmental review pursuant to Section 15301 of the California Environmental Quality Act Guidelines; and approved the License Agreements with Fix Auto and Gary's Auto Sales for automobile storage located at the City's corporate yard, 1270 W. Park Avenue.

Vote: 5 - 0 Passed

NEW BUSINESS

Ordinance No. 2935 E-Filing Campaign Statements and Form 700s

City Clerk Donaldson explained that Government Code allows a local government agency to mandate online or electronic filing for an elected officer, candidate, committee, or other person who is required to file statements, reports, or other documents under the Political Reform Act. To implement electronic filing, the Clerk’s office recently acquired an online electronic secure filing system, NetFile, that is compatible with the FPPC and the Secretary of State's system for receiving online or electronic filing of forms. Transitioning to electronic filing requires the agency to adopt an ordinance approving the use of electronic filing

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the introduction of Ordinance No. 2935, adding Chapter 2.74 of the Municipal Code relating to electronic filing of Campaign Finance Disclosure Statements and Statements of Economic Interest.

Vote: 5 - 0 Passed

Third Party Liability Claims Administration

Assistant City Manager McConnell reported on the agreement with George Hills Company, Inc. to provide third party liability claims administration to the City through June 30, 2025.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the agreement with George Hills Company, Inc. to provide third party liability claims administration to the City through June 30, 2025 for an amount not-to-exceed $80,000 per fiscal year, with an option to extend for two additional years.

Vote: 5 - 0 Passed

On-Call Building Inspection and Plan Review Agreement

Development Services Director Desatnik summarized an agreement with Willdan Engineering that provides for additional support for in-house staff, for the provision of on-call building inspection, plan review, CASp consulting, emergency response and special projects.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, the agreement with Willdan Engineering for the provision of on-call building inspection, plan review, CASp consulting, emergency response and special projects for an amount not-to-exceed $120,000 for a period of one year, with two additional one-year renewal options in the amount not-to-exceed $120,000 annually for an aggregate amount not-to-exceed $360,000.

Vote: 5 - 0 Passed

ARPA Funding City Homeless Outreach Program

Facilities and Community Services Assistant Director Kevari reviewed the request to reallocate the remaining funds from the Premium Pay Program from State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA) to fund a City Homeless Outreach Program. Staff recommended an initial amount of $200,000 to fund the first 12 months of the program, and she added that by contracting with local nonprofits for outreach, services can be provided to a wider array of homeless individuals and families by leveraging resources for more in-person “street” contact to those that may lack access to technology to otherwise seek services. Council Members were pleased these funds would be directed towards outreach efforts related to homelessness.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously directed, by roll call vote, staff to implement the Homeless Outreach Program, authorizing the expenditure of $200,000 of American Rescue Plan Act (ARPA) SLFRF funds; approved the reallocation of remaining funds from the Premium Pay Program in the amount of $200,000 to fund a City Homeless Outreach Program for twelve months under the City’s American Rescue Plan Act SLFRF funding allocation; and authorized staff to competitively procure, award and execute service agreements to nonprofit organizations for the purpose of implementing the Homeless Outreach Program, in compliance with the General Procurement Standards §200.318 of the Federal Grant Regulations.

Vote: 5 - 0 Passed

Highway Safety Improvement Program

Municipal Utilities and Engineering Director Harris presented the Construction Contract with Econolite Systems, Inc. for the Highway Safety Improvement Program Cycle 8 Pedestrian Countdown Heads Project for an amount not-to-exceed $541,682.54. The Project will utilize grant funding from CalTrans in the amount of $244,400, to install countdown pedestrian signal heads at signalized intersections throughout the City.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously determined, by roll call vote, approval of a Construction Contract and construction of the Highway Safety Improvement Program Cycle 8 Pedestrian Countdown Heads Project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; approved the Highway Safety Improvement Program Cycle 8 Pedestrian Countdown Heads Project plans and specifications; and approved the Construction Contract with Econolite Systems, Inc. for an amount not-to-exceed $541,682.53.

Vote: 5 - 0 Passed

Mailing Services Agreement

Management Services/Finance Director Garcia detailed the proposed contract for mailing services to include, mail pickup, weekly utility billing pickup, folding, inserting, metering and dropping off at the post office, and courier services for a period of one year, with two additional one-year renewal options.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, the agreement for mailing services with Inland Presort and Mailing Services for an amount not-to-exceed $115,000 for a period of one year, with two additional one-year renewal options bringing the total to an amount not-to-exceed $345,000.

Vote: 5 - 0 Passed

Resolution No. 8361 Intent to Reimburse Expenditures

Management Services/Finance Director Garcia provided background on Resolution No. 8361 and explained the City purchased property located at 1625 West Redlands Boulevard on December 21, 2021 to be converted into the future home of the Redlands Police Department. Furthermore, Facilities and Community Services and the Fire Department have been examining possible sites to locate two new fire stations and relocate a third station. Debt financing usually benefits from an economy of scale and because tax-exempt financing generally results in lower interest costs, it was determined that inclusion of this project with the renovation of 1625 West Redlands Boulevard would provide a more favorable interest rate for the City.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8361 declaring the City's official intent to reimburse expenditures from the proceeds of obligations to be Issued by the City, a related party or other affiliate, and approving certain related actions.

Vote: 5 - 0 Passed

Ballot Measure - Business License Rates for Distribution Centers

City Manager Duggan reviewed Ordinance No. 2936 to amend Chapter 5.08.482 of the Redlands Municipal Code, relating to business license rates for distribution centers. The ordinance, to be submitted to the voters in November 2022, proposed to increase the tax rate on distribution center businesses in the City from its current amount of $0.047 per square foot to ten and one-half cents ($0.105) per square foot and would remove the annual adjustment by CPI. If approved by the voters, the proposed change will better align the business license rate with the impact of such businesses, much of which comes from the physical size of their operations. Distribution centers have a significant impact on the City's road infrastructure but add relatively few net jobs to the local economy while consuming vast swathes of land and generating additional air pollution from added truck traffic. Mayor Pro Tem Tejeda expressed his support to increase the license rates to establish a funding source to address unintended consequences of large warehouses.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8364 placing a General Tax Measure to increase the business license tax for distribution centers in the City of Redlands for voter approval at the General Municipal Election to be held November 8, 2022.

Vote: 5 - 0 Passed

Resolution No. 8365 Filing of Written Arguments

Management Services/Finance Director Garcia introduced Resolution No. 8319, identifying certain priorities for filing written arguments regarding the City's ordinance initiative. In accordance with California Elections Code, the legislative body, or a member or members of the legislative body may file a written argument, with Council authorization. The last day to file primary arguments with the City Clerk has been established as July 25, 2022, and the last day to file rebuttal arguments has been established as July 29, 2022. Mayor Pro Tem Tejeda agreed to submit a written argument in support of the City Measure related to business license tax rates for distribution centers.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Resolution No. 8365, setting priorities for filing of written arguments regarding a City measure to be submitted at the November 8, 2022, General Municipal Election; and authorized Mayor Pro Tem Tejeda to submit a written argument in favor of the measure related to business license tax rates for distribution centers.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Barich and Council Member Gallagher participated in the 4th of July Celebration event and praised the efforts of all those who made the day a great success.

Mayor Pro Tem Tejeda reminded everyone that in-kind services, such as those provided by the Police and Fire departments are an invaluable part of keeping the community safe and secure during popular local events such as the 4th of July celebration and are critical pieces put in place to protect the public.

ADJOURNMENT

There being no further action required the meeting adjourned at 6:40 P.M. The next regular meeting of the City of Redlands City Council will be held on July 19, 2022.

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

Chairman Barich 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 Tejeda, seconded by Board Member Davis, the minutes of the regular meeting of June 7, 2022 were unanimously approved by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 6:41 P.M. the next regular meeting of the Agency will be held on September 6, 2022.