CITY OF REDLANDS
CITY COUNCIL
SUCCESSOR AGENCY

A G E N D A S

JULY 5, 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

Recycled Paper

A G E N D A

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

TUESDAY, JULY 5, 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.

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.)

Recycled Paper

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

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

2. 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

Recycled Paper

6:00 P.M.

D. **Reconvene City Council Meeting**

E. ***Invocation by Council Member Gallagher - 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. **Public Comments - 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.)

H. **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 minutes of the regular meeting of June 21, 2022 (City Clerk Donaldson)

2. Approve recommendation for an appointment to the Airport Advisory Board (Mayor Barich and Council Member Davis)

3. Approve 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 (Council Member Davis)

4. Approve 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 (Development Services Director Desatnik)

5. 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 (Development Services Director Desatnik)

6. Approve Resolution No. 8354 authorizing the application to and participation in the WaterSMART: Water and Energy Efficiency Grant program for Fiscal Year 2023 (Municipal Utilities and Engineering Director Harris)

7. Approve 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 (Police Chief Catren)

8. Approve 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 (Police Chief Catren)

9. Approve an additional appropriation for the expenditure of $2,000 in support of the Redlands Sunrise Rotary Club's installation of the first of three Redlands-themed murals on the Orange Blossom Trail and determination that the financial support serves a public purpose (Assistant City Manager Boatman)

10. Approve 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 (Assistant City Manager Boatman)

11. Approve two limited-term positions within the Facilities and Community Services Department (Assistant City Manager Boatman)

12. Approve license agreements with Fix Auto and Gary's Auto Sales for automobile storage located at the City's corporate yard, 1270 W. Park Avenue, and determination that approval of the agreements is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

I. **New Business**

1. Consideration 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 (City Clerk Donaldson)

2. Consideration of 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 (Assistant City Manager McConnell)

3. Consideration of an 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 (Development Services/Director Desatnik)

4. Consideration of the reallocation of 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 for twelve (12) months (Assistant City Manager Boatman)

5. Consideration of 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, and determination that the project is exempt from environmental review pursuant to Section 15301(c) of the State’s guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

6. Consideration of 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 (Management Services/Finance Director Garcia)

Recycled Paper

7. Consideration of 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 (Management Services/Finance Director Garcia)

8. Consideration of Ordinance No. 2936 amending Chapter 5.08.482 of the Redlands Municipal Code, Relating to the Business License Rates for Distribution Centers for possible submission to the voters of the City of Redlands for the November 2022 General Election; and Adoption of Resolution No. 8364 placing a General Tax Measure on the November 8, 2022 General Election Ballot for Submission to the Qualified Voters of a Proposed Ordinance Related to Business License Tax Rates for Distribution Centers (City Manager Duggan / City Attorney Garcia / Management Services/Finance Director Garcia)

9. Consideration of 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 (Management Services/Finance Director Garcia)

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

K. **Adjournment**
The next regular meeting of the City Council will be held on July 19, 2022.

L. **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 Comments
(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 June 7, 2022 (Secretary Donaldson)

4. Adjourn Successor Agency Board of Directors' meeting
The next regular meeting of the Agency will be held on September 6, 2022

Recycled Paper

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

Recycled Paper

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of June 21, 2022 (City Clerk Donaldson)

MOTION:

I move to approve the minutes of the regular meeting of June 21, 2022.

Attachments

Minutes of the regular meeting of June 21, 2022

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on June 21, 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; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Chris Catren, Police Chief; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief

Mayor Barich called the meeting to order. He announced this was conducted as a teleconference meeting in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California. Council Members Davis and Gallagher were present via teleconferencing and all votes during the meeting were conducted by roll call. The Mayor 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 real property negotiators - Government Code §54956.8
(Assistant City Manager Boatman)

Property:	APN 0293-133-01-0000
Agency Negotiators:	Charles M. Duggan, Jr.; Chris Boatman
Negotiating Party:	Brett Smirl, Coastal Business Group on behalf of ATT Wireless
Under Negotiation:	Terms of payment and price of possible lease of property.

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Council Member Guzman-Lowery followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

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

PUBLIC COMMENT

Public comments were presented either in-person, via Zoom, via cell phone or landline.

Appreciation of Council Members - Representing the Teamsters bargaining unit, City employees Vickie Thompson and James Estrada expressed their thanks and appreciation of Council's decision to use ARPA funds towards recognizing staff's efforts to keep the City open during the COVID-19 pandemic.

Traffic - Dennis Bell voiced concerns with the amount of traffic he's noticed around Sprouts Market and was worried that first responders could be negatively impacted as they tried to navigate high traffic corridors, and he said he's regularly witnessed heavy gridlock and a backup of cars on southbound Alabama Street.

CONSENT CALENDAR

Minutes

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 minutes of the special meeting of May 25, 2022, and the regular meeting of June 7, 2022.

Vote: 5 - 0 Passed

Resolution No. 8355 Remote Teleconference Meetings

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. 8355 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 No. 8356 Cal Fire Wildland Protection

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. 8356 approving Agreement 3CA05879 with the Department of Forestry and Fire Protection (Cal Fire) for wildland protection during fiscal year 2022-2023 in an amount not to exceed $206,611.07.

Vote: 5 - 0 Passed

Resolution No. 8352 City Employee Salary Schedule

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. 8352 establishing a Salary Schedule and Compensation Plan for City Employees and Rescinding Resolution No. 8277.

Vote: 5 - 0 Passed

Intergovernmental Purchase Getac Mobile Data Computers

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, an Intergovernmental Purchase of Getac Mobile Data Computers from Code 3 Technologies in the amount of $148,152.52.

Vote: 5 - 0 Passed

Resolution Nos. 8350 and 8351 Special CFD Tax Levy

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 Nos. 8350 and 8351 establishing the special tax levy within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) and 2001-1 (Northwest Development Project).

Vote: 5 - 0 Passed

Cityworks Software License Agreement

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a software license agreement with Azteca Systems, LLC for the provision of Cityworks Licensing and support for a term of 3 years at a total cost of $148,148.59.

Vote: 5 - 0 Passed

Resolution No. 8345 Five Year Measure I CIP

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8345 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved Resolution No. 8345, adopting the Fiscal Year 22/23 through Fiscal Year 26/27 Five Year Measure I Capital Improvement Plan.

Vote: 5 - 0 Passed

Letter of Support County Santa Ana River Trail Expansion Project

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Mayor Barich to sign a letter of support for the San Bernardino County Regional Parks Department Santa Ana River Trail Expansion Project Active Transportation Program funding application.

Vote: 5 - 0 Passed

Water and Wastewater Testing Equipment Purchase

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a sole source purchase of equipment and services from Metter-Toledo, LLC, for water and wastewater testing, in an amount not-to-exceed $52,879.35.

Vote: 5 - 0 Passed

Brookside Ave Median Island Landscape Rehab Project

As public comment, Fernando Ramirez was not opposed to this particular project, but pointed out it was located on the south side of town, and he urged Council to increase funding directed towards improvement projects on the north side and specifically near the Colton Avenue Corridor.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Construction Contract with Urban Habitat and construction of the Brookside Avenue Median Island Landscape Rehabilitation Project are categorically exempt from environmental review pursuant to Section 15304 (b) of the State's guidelines implementing the California Environmental Quality Act; approved an additional appropriation in the amount of $200,000; approved the Brookside Avenue Median Island Landscape Rehabilitation Project plans and specifications; and approved a Construction Contract with Urban Habitat for an amount not-to-exceed $193,855.50.

Vote: 5 - 0 Passed

Amendment to Professional Services Agreement DIF Study

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a First Amendment to the Professional Services Agreement with David Taussig and Associates, Inc. to extend the date for termination of the services to December 31, 2022, in order to continue the preparation of a Development Impact Fee Study.

Vote: 5 - 0 Passed

Forensic Toxicology Testing Services

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, sole source services with Bio Tox Laboratories, Inc. in an amount not-to-exceed $40,000 per year for forensic toxicology testing services from July 1, 2022 through June 30, 2024.

Vote: 5 - 0 Passed

Software Recording System Purchase

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, a single-source purchase of the Eventide Hardware and Software Recording system in the amount of $41,875.88 for the Police Department.

Vote: 5 - 0 Passed

Interlocal Agreement JAG Award

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, Interlocal Agreement Between the Town of Apple Valley, the Cities of Adelanto, Barstow, Chino, Colton, Fontana, Hesperia, Highland, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Twentynine Palms, Upland, Victorville, and the County of San Bernardino Concerning Distribution of the 2021 Justice Assistance Grant Award; and approved an additional appropriation of $17,538 dollars to the police department.

Vote: 5 - 0 Passed

Emergency PO State Street City Hall Compressor

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, to receive and file notice of issuance of an emergency sole source purchase order with Ontario Refrigeration for compressor at State Street City Hall in the amount of $71,108.

Vote: 5 - 0 Passed

License Agreement Orange Street Alley Outdoor Dining

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the license agreement with David Kramer for use of the Orange Street Alley for outdoor dining purposes is categorically exempt from further environmental review pursuant to Section 15301 of the California Environmental Quality Act Guidelines; and approved the License Agreement with David Kramer.

Vote: 5 - 0 Passed

Airport Bathroom and Lobby Improvements

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the agreement for bathroom and lobby improvements at the Redlands Municipal Airport is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act; approved an appropriation of funds in the amount of $10,000 from the 2021 State Entitlement Grant funds; and approved the agreement with Three Peaks Corporation in an amount not-to-exceed $70,048.

Vote: 5 - 0 Passed

Median Landscape Maintenance Services Agreement

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, an agreement with Leafwise Landscape, LLC for Median Landscape Maintenance Services for city medians in an amount not-to-exceed $62,726.40 for a period of one year, with two additional one-year renewal options for a total amount not-to-exceed $188,179.20.

Vote: 5 - 0 Passed

In-Kind Support Redlands Oktoberfest Event

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, the Redlands Oktoberfest event is categorically exempt from environmental review pursuant to Section 15061 (b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved a request for in-kind support in the amount of $11,318 related to this event; and authorized the sale and consumption of alcoholic beverages for the Redlands Optimist Club to be held on October 1, 2022, and October 2, 2022, at Sylvan Park.

Vote: 5 - 0 Passed

COMMUNICATIONS

Fireworks Safety Video

Fire Chief Sessler introduced a fireworks safety video that provided the community with some responsible tips for this holiday season, and he reminded everyone that personal fireworks possession and use are punishable by fine and/or arrest in Redlands. His message was to leave the fireworks to the pros and enjoy an amazing firework show at Moore Middle School. He thanked Fire Captain Ryan Gallagher and Cheryl Williams, Multimedia Production Coordinator, for their efforts to film and produce the instructional video. As public comment, Mario Saucedo suggested the City consider an ordinance to establish property owner liability when fireworks were set off on their property. He said it could be similar to what was adopted in 2013, establishing social host liability, that holds property owners responsible when the police are called out for loud and unruly

gatherings where there is underage drinking.

Accelerate Neighborhood Climate Action

Mayor Pro Tem Tejeda announced this was the sixth and final presentation of a series by Accelerate Neighborhood Climate Action (ANCA), and he introduced Linda Hamilton, ANCA Redlands Coordinator. She recapped the various topics discussed as they related to the effects of climate change and included, global temperature and carbon dioxide, local impacts of climate change, ANCA's work to build resilient communities employing a neighborhood by neighborhood approach, results of climate action series, demonstration neighborhood forums, suggestions for supporting Neighborhood Climate Action Plans, such as landscape conversions, installing solar, planting trees, residential composting and community gardens. She commended the City Council for their desire to stay informed and allow for an open dialogue with the community. Council Members offered their gratitude and support of ANCA.

Cancellation August 2022 City Council Meeting

Mayor Barich recommended the Council cancel the August 2 and August 16, 2022 regular meetings of the City Council.

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 cancellation of the August 2 and August 16, 2022, regular meetings of the City Council.

Vote: 5 - 0 Passed

City's Flag Policy

Council Member Davis opened the discussion to fly a Pride Flag at City Hall during the month of June in honor of Pride Month and thanked Dr. Traci Lowenthal for generously donating the Flag to the City. Council Member Gallagher stated the American flag represented all people, of all faiths and all cultures and ethnicities, and he wasn't convinced about adding another flag and revising the current policy. He provided context and background behind flying the POW/MIA flag and instead of a pride flag, he suggested the City create a rainbow of colored lights to decorate City Hall. Council Members Davis and Guzman-Lowery agreed that flags were more than just symbols, and they can make people feel safe and welcome in their communities. The Pride Flag would be flown in addition to the American flag and was not meant to replace anything. Council Member Davis stressed the need to be in alignment with the newly adopted City's Strategic Plan. City Attorney Abich Garcia and City Manager Duggan responded to Council Member questions related to the importance of maintaining a flag policy, setting unintended precedents and the nature of commemorative flags. As public comment, Jennifer Kim voiced her support of flying the Pride flag, and in her opinion, this action supported and protected marginalized groups.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council approved the flying of the Pride flag during the month of June; and directed staff to revise the City's flag policy to be brought back to Council at a future date.

Vote: 4 - 1 Passed

NAY: Council Member Mick Gallagher

PUBLIC HEARINGS

Resolution Nos. 8297 and 8298 LMD and SLD

Mayor Barich opened the public hearing and called on Municipal Utilities and Engineering Director Harris for a report of a request to implement assessments for Street Lighting Maintenance District No. 1 and Landscape Maintenance District No. 1 for Fiscal Year 22/23. There were no written comments received and with no further comments, the Mayor closed the public hearing.

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 Nos. 8297 and 8298, approving the Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1, and implementing the assessments for Fiscal Year 22/23.

Vote: 5 - 0 Passed

NEW BUSINESS

Urgency Ordinance No. 2934 Temporary 45-Day Moratorium New Warehouses

Development Services Director Desatnik provided details of Urgency Ordinance No. 2934, establishing a temporary 45-day moratorium on new warehouses and distribution facility development projects over 50,000 square feet in commercial- and industrial-zoned areas in the City. On February 22, 2022, the Planning Commission discussed the status of recent new development projects for warehouses and distribution facilities, and also reviewed the housing sites inventory list contained in the new 2021-2029 Housing Element. Commissioners cited concerns about the volume of large trucks and traffic impacts, greenhouse gas emissions and air quality impacts, on-street parking by trucks, and potential impacts to sensitive uses such as nearby residential areas. The Commission recommends the City Council consider adopting a temporary moratorium so that staff could study the land use and environmental impact issues in greater depth. It would provide time for a deliberate approach to study and develop appropriate policies, development standards, and effective conditions of approval to mitigate the public health, safety, and welfare effects of large warehouses and distribution facilities.

As public comment, Jonathan Shidler and Mario Saucedo spoke in support of the moratorium and thought it prudent the City was planning to carefully review the potential effects of large warehouses. Seven people, including Jayson Baiz and Jose Radillo of Liuna, Brian Wong, of North Palisade Partners, Bill Blankenship, of NAIOP Inland Empire, and Jason Ward, Ty Newland and Rocio Budetta, of Newland Capital Group were opposed to the moratorium. They each listed various reasons for their opposition, including, loss of good-paying jobs for community residents, wrong timing with the current state of the economy, future development could be stymied for a long time, CEQA provides for the necessary tools to leverage and review potential impacts, unfair burden on businesses if a new ordinance was adopted and rules changed, as well as an unfair burden on those developers who have already begun to process through the City, have spent time and money and are now being told to halt their work. Along with this

moratorium, Dennis Bell thought the City should consider the health impacts of businesses offering and selling alcohol.

Council Members were in agreement that the moratorium will provide the necessary time to thoroughly review the impacts and in particular, they were concerned with large trucks traveling in residential neighborhoods, warehouses located too close to schools, and they recommended sites be closer to freeway access.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously waived, by roll call vote, further reading of Urgency Ordinance No. 2934; adopted Urgency Ordinance No. 2934 establishing a temporary 45-day moratorium on new warehouses and distribution facility development projects within the City of Redlands; and determined that the Urgency Ordinance is exempt pursuant to Sections 15378(b)(5), 15308 and 15061(b)(3) of the California Environmental Quality.

Vote: 5 - 0 Passed

Mayor Barich called for a brief recess at 7:55 P.M. with the meeting reconvening at 8:10 P.M.

University of Redlands Alternate Ballot Measure

Development Services Director Desatnik offered a timeline of events leading to tonight and explained that on August 3, 2021, the City Council adopted Resolution No. 8241 to submit the initiative ordinance prepared by Redlanders for Responsible Growth Management (the "RRGM Measure") for consideration by the voters at the regular municipal election of November 8, 2022. The University of Redlands (University) has negotiated with the original RRGM authors a substitute to the RRGM Measure (the "Alternative Measure") and was requesting the Council sponsor and approve placement of the Alternative Measure on the November 2022 ballot as a City-initiated measure. According to university representatives, the author, Bill Cunningham, of the RRGM Measure has agreed to withdraw the RRGM Measure from the ballot if the City Council approves placing the Alternative Measure on the ballot as a City-initiated measure. Director Desatnik addressed the compromises that were made and said Mr. Cunningham wanted to add protections for canyon lands.

University of Redlands President Krista Newkirk presented details of the University Village Project, designed as a transit oriented, multi-use, sustainable community adjacent to the University Station. She said a delay to the project would be harmful, especially under the current inflation situation. The Alternative Measure, if it were to pass, would allow for the University Village project to proceed while the RRGM Measure would not. She made it clear that they would be unable to construct the Village without 4-story buildings. She thanked Mayor Barich for his participation in the negotiation process and reiterated that Mr. Cunningham was agreeable to the new compromise ballot measure, only if it included a provision to protect the canyons in the southern portion of the City by amending the residential density of the Resource Preservation Land Use designation in the City's General Plan from one dwelling unit per acre to one dwelling unit per five acres.

Council Members discussed the item at length, raising several questions of staff and City Attorney Abich Garcia, including, residential density limitations, clarification of which canyon parcels were included in the Alternative Measure, under what conditions would Mr. Cunningham choose to keep the RRGM Measure on the ballot, the possibility of having two competing measures on the

ballot, how current state law impacts development of canyon lands and the importance of protecting canyon lands. It was added the University plays a valuable role as a mutually beneficial partner with the City. Council Member Davis announced she had worked with City Manager Duggan on an amendment to the Alternative Measure that would change two parts. The changes consisted of: removing from the Alternative Ballot Measure, the proposed five-fifths voting requirement for Council to rezone and change housing density (remove Section 4.40s) and maintain the existing four-fifths Council voting requirement; and removing from the Alternative Ballot Measure, the requirement that all lands designated Resource Preservation in the City's General Plan be developed to the standards of the Rural Living classification which is one dwelling unit per five acres.

As public comment, Andy Hoder and John Berry were proud of the work accomplished by the volunteers who collected over 7,700 signatures for the RRGM Measure, reminded everyone the voters soundly defeated Measure G, and questioned why the City would approve a ballot measure when there existed possible legal concerns with both measures. Pat Meyer, Tom Robinson, Jerry Tessier and Michael Dieden spoke in support of the Alternative Ballot Measure, exempting the University Village Project, and allowing the project to move forward. Mr. Meyer argued the restrictions on canyon lands, as proposed by Mr. Cunningham, covered much too large of an area.

City Attorney Abich Garcia stated that in order for the City Council to move forward with the Amended Alternative Measure, as submitted by Council Member Davis, technical changes must be made to the motions. She listed all the technical revisions of all the sections, so the changes were all incorporated into the motion.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously adopted, by roll call vote, Resolution No. 8317 to submit to the voters the Amended Alternative Ballot Measure proposing to amend Sections 1A.0, 1A.10, 1.A.30 and 4.2B of the Principles of the Managed Development of the Redlands General Plan 2035, incorporating all revisions as identified and listed by City Attorney Abich Garcia; determined that placement of the Measure is exempt pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines; and approved to call and give notice of the holding of a General Municipal Election; and requesting the Board of Supervisors of the County of San Bernardino to consolidate said Election with the Statewide Election on November 8, 2022.

Vote: 5 - 0 Passed

Resolution No. 8319 Filing Written Arguments

City Clerk Donaldson 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.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, Resolution No. 8319 setting priorities for filing of written arguments regarding an Initiative Ordinance; incorporated the changes to Resolution No. 8319 to include the language in the second Whereas paragraph to read: Amending Sections 1A.0, 1A.10, 1.A.30 AND 4.2B; and striking Sections 4.40s and 4.42m; and designated Mayor Barich to submit the primary argument in favor of the measure.

Vote: 5 - 0 Passed

Property Tax and Sales Tax Consulting/Audit Services Agreement

Management Services/Finance Director Garcia itemized the Professional Services Agreements for property tax and sales tax consulting/audit services with Hdl Coren & Cone and for sales, use and transaction tax consulting services for three years with two one-year options to extend and an additional one-time fee of 15% of any new sales, transaction, and/or use tax revenue received by the City as a result of audit and recovery services performed.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved, by roll call vote, a professional services agreement for property tax consulting/audit services with HdL Coren & Cone in a total amount not-to-exceed $59,925.00, or $19,975.00 annually, for a period of three (3) years with two (2) one-year options to extend under similar terms; and approved a professional services agreement with HdL Companies, for a period of three (3) years with two (2) one-year options to extend under similar terms for sales, use and transaction tax consulting services in a total amount not-to-exceed $25,200, or $8,400 annually, and an additional one-time fee of 15% of any new sales, transaction, and/or use tax revenue received by the City as a result of audit and recovery services performed.

Vote: 5 - 0 Passed

MUED Annual Purchase Orders

Municipal Utilities and Engineering Director Harris recapped the FY 22/23 Department Annual Purchase Orders. The Department regularly purchases a variety of supplies and service from various suppliers to allow for continued operations and maintenance performed within.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved, by roll call vote, the FY 22/23 Municipal Utilities and Engineering Department Annual Purchase Orders as itemized in the staff report for a total encumbered amount not-to-exceed $6,613,010.

Vote: 5 - 0 Passed

Contract Award Alley Paving Improvements Project

Municipal Utilities and Engineering Director Harris reviewed a Construction Contract with Tryco General Engineering for the Alley Paving Improvements Project for an amount not-to-exceed $1,238,000.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously determined, by roll call vote, that approval of the contract and construction of the Alley Paving Improvements Project is exempt from environmental review in accordance with Section 15301(c) of the State's Guidelines implementing the California Environmental Quality Act; approved the Alley Paving Improvements Project plans and specifications; and awarded a Construction Contract to Tryco General Engineering for an amount not-to-exceed $1,238,000.

Vote: 5 - 0 Passed

Automated Metering Infrastructure System

Municipal Utilities and Engineering Director Harris presented a Non-Professional Services Agreement with Ferguson Enterprises, LLC to implement an Automated Metering Infrastructure system for an amount not-to-exceed $783,356.96.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, awarding a Non-Professional Services Agreement with Ferguson Enterprises, LLC to implement an Automated Metering Infrastructure system is exempt from environmental review pursuant to Section 15301(b) of the State's guidelines implementing the California Environmental Quality Act; and approved a Non-Professional Services Agreement with Ferguson Enterprises, LLC to implement an Automated Metering Infrastructure system for an amount not-to-exceed $783,356.96.

Vote: 5 - 0 Passed

Emergency Vehicle Preemption System Project Contract

Municipal Utilities and Engineering Director Harris summarized a Construction Contract with Baker Electric & Renewables LLC for an amount not-to-exceed $937,418 for the Highway Safety Improvement Program Cycle 8 Emergency Vehicle Preemption System Project.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of a Construction Contract and construction of the Highway Safety Improvement Program Cycle 8 Emergency Vehicle Preemption System 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 Emergency Vehicle Preemption System Project plans and specifications; and approved the Construction Contract with Baker Electric & Renewables, LLC for an amount not-to-exceed $937,418.

Vote: 5 - 0 Passed

Agreement City Wide Street Sweeping Services

Assistant City Manager Boatman explained the need for an agreement with Green Earth Environmental Cleaning Solutions for city wide street sweeping services, and incorporating the requirement of a faithful performance bond within the contract.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote that the project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and approved an agreement with Green Earth Environmental Cleaning Solutions for city-wide street sweeping services in an amount not-to-exceed $1,202,600 for a period of three years, with two additional one-year renewal options for a possible agreement total amount not-to-exceed $1,701,000; and approved the Contract language to reflect the requirement of a Faithful Performance Bond.

Vote: 5 - 0 Passed

CFD Landscape Maintenance Services

Assistant City Manager Boatman introduced an agreement with RP Landscape & Irrigation for landscape maintenance services for Community Facility Districts.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved, by roll call vote, an agreement with RP Landscape & Irrigation for landscape maintenance services for Community Facility Districts in an amount not-to-exceed $169,901 for a period of one year, with two additional one year renewal options for a total agreement amount not-to-exceed $509,703.

Vote: 5 - 0 Passed

Resolution No. 8331 FCS Annual Purchase Orders

Assistant City Manager Boatman reviewed Resolution No. 8331 approving annual purchase orders for the Facilities and Community Services Department for Fiscal Year 2022-23. The Department regularly procures supplies and services to support field operations throughout the City and funding was included in the FCS Budget.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of Resolution No. 8331 approving the agreements and purchase orders for the Facilities and Community Services Department for Fiscal Year 2022-23 is exempt from environmental review pursuant to Section 15301 of the State’s guidelines implementing the California Environmental Quality Act; and approved Resolution No. 8331.

Vote: 5 - 0 Passed

Contract Award CDBG Senior Center Improvement Project

Assistant City Manager Chris Boatman provided a report on a construction contract to Deark E&C, Inc. for the FY20-21 Community Development Block Grant (CDBG-CV3) Redlands Senior Center Improvement - Outdoor Dining Area for Seniors Construction Project. As public comment, Andy Hoder praised the work of staff at the Senior Center and was glad the City was committed to funding this improvement work.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of a construction contract with Deark E&C, Inc. for the Redlands Senior Center Outdoor Dining Area Project is categorically exempt from environmental review in accordance with Section 15303(e) of the State's guidelines implementing the California Environmental Quality Act; and approved the construction contract with Deark E&C, Inc. for the Redlands Senior Center Outdoor Dining Area Project for an amount not-to-exceed $314,190.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Barich announced the Juneteenth Celebration Event, held on Sunday, June 19 at Sylvan Park was a great success. The event was well attended, and great fun was had by all. He thanked everyone involved in coordinating this important celebration.

ADJOURNMENT

There being no further action required the meeting adjourned at 9:50 P.M. The next regular meeting of the City of Redlands City Council will be held on July 5, 2022.

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for an appointment to the Airport Advisory Board (Mayor Barich and Council Member Davis)

MOTION:

I move to appoint Nathan Freeman to serve the remainder of a four-year term on the Airport Advisory Board ending May 1, 2025.

RECOMMENDATION:

Pursuant to the Redlands Municipal Code, appointments to this board are made by the Mayor and approved by the City Council. However, Mayor Barich has expressed his desire to rotate recommendations for commission/board appointments among the City Council members. Council Member Davis has been delegated authority by Mayor Barich to make the recommendation for this appointment. It is recommended by Mayor Barich and Council Member Davis that Nathan Freeman serve the remainder of a four-year term on the Airport Advisory Board ending May 1, 2025.

DISCUSSION:

Airport Advisory Board member Michael Sullivan resigned from the board before the expiration of his term. A public notice requesting interested residents to submit an application to the Airport Advisory Board was issued in May. The public notice was aired on Redlands TV and posted on the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notice. Three new applications were received and four applications from a previous posting were included for consideration. After reviewing all applications, Nathan Freeman is recommended to serve the remainder of the four-year term ending on May 1, 2025.

The Airport Advisory Board consists of seven members as follows:

- Deborah Forthun
- Robert Pearce
- James Douglas Pickens
- David E. Raley
- Thomas Cook
- Jason Golumbeski
- Vacant

ALTERNATIVE:

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

SUBMITTED BY:
Jennifer Macias, Management Analyst

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

Attachments

Public Notice
Airport Advisory Board Applications

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7510
www.cityofredlands.ca.us

PUBLIC NOTICE

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

AIRPORT ADVISORY BOARD

The Airport Advisory Board acts in an advisory capacity to the City Council in all matters pertaining to the administration, operation, development, improvement and maintenance of the Redlands Municipal Airport.

The Airport Advisory Board meets on the third Thursday of each month at 6:00 p.m.

Residents interested in applying for the non-salaried position on this board may request application forms from the Office of the City Manager, City Hall, 35 Cajon Street, Suite 200 or by phone at 798-7510, or from the City's website www.cityofredlands.org

Applications will be accepted until June 1, 2022.

Jennifer Macias, Management Analyst
Office of the City Manager
City of Redlands, California

5/18/2022

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name: Philip Starbuck

Address: [redacted]

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

Occupation: Retired Engineer/Consultant

Reasons for desiring to serve – relevant experience and qualifications:

As a student pilot, member of the Redlands Flying Club, and someone who's career has and continues to be involved in many aspects of aviation, both civil and military. I have taken an interest in the community resource that is Redlands Municipal Airport. I believe that an airport represents an asset to the community much as a park, library, or performance space. All these things and more are necessary for a city to be successful, and I appreciate and enjoy all of them here in Redlands. My interest in being selected for the Airport Advisory Board is to assist in continuing to make Redlands the "Jewel of the Inland Empire".

Signature _____ **Date** 30 May 2022

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

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

(1) Ingrid Biglow

Telephone [redacted]

(2) Jan Hudson

Telephone [redacted]

Return Application to: Office of the City Council, C/O Office of the City Manager

Suite 200,

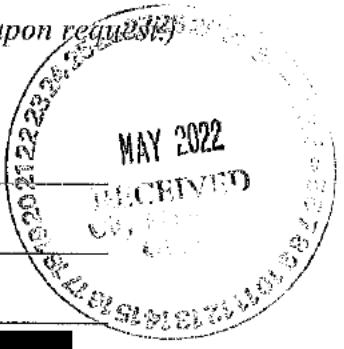
35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR
by email to RedlandsOCM@cityofredlands.org

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

address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Airport Advisory Board Position

Name Joseph Fass

Address [redacted]

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

Email [redacted]

Occupation Retired - Health Care Finance Industry

Reasons for desiring to serve – relevant experience and qualifications:

It is important for the advisory board to have residents who are not affiliated with the airport to provide balance to the board for citizen representation and input. I reside in a housing tract adjacent to the airport and can provide meaningful input and guidance to the City of Redlands in finding balance for the needs of both surrounding neighborhoods and ongoing airport operations.

Signature [signature] **Date** 5/19/2022

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

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

(1) Angela Lalas
Senior VP Finance
Loma Linda University Health
Telephone [redacted]

(2) Rebecca Petersen
Teacher, Judson Brown
Redlands, CA
Telephone [redacted]

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

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

address verified

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

RECEIVED
City Manager's Office

COMMISSION\BOARD APPLIED FOR
Airport Advisory Board

Name Jon Hamilton

Address [redacted]

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

Email [redacted]

Occupation Director of Administrative Services/Attorney

Reasons for desiring to serve – relevant experience and qualifications:

As a pilot and Redlands Airport Assocation member, I am interested in preserving the history of the Redlands Airport and seeing it progress to serve the citizens, businesses, and aviation community. As a director in at a local city, I am familiar with how a commission functions.

Signature _____ **Date** May 31, 2022

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

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

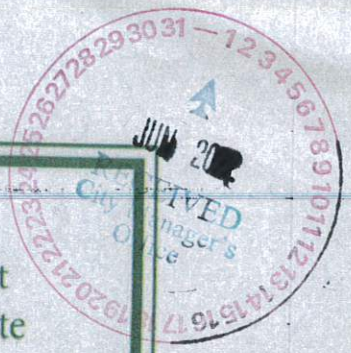
(1) Tenice Johnson
City Council Member
City of Montclair
Telephone [redacted]

(2) Ed Reece
Mayor Pro Tem
City of Claremont
Telephone [redacted]

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

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

SB 1343 Supervisor English v11



California Department of Fair Employment and Housing

Sexual Harassment and Abusive Conduct Prevention Training Completion Certificate

THIS CERTIFICATE IS A SELF-CERTIFICATION THAT

Jon Hamilton

HAS SUCCESSFULLY COMPLETED A TWO-HOUR COURSE IN SEXUAL HARASSMENT AND ABUSIVE CONDUCT PREVENTION ON

5/18/2022

This certificate verifies completion of online training delivered by California Department of Fair Employment and Housing on sexual harassment and abusive conduct prevention training as required by Gov. Code 12950.1 and 2 CCR 11024. Please note that the Department of Fair Employment and Housing does not track or verify attendance at such training and does not retain copies of employee certificates.

Save Print

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Airport Advisory Board

Name Dennis Nodine

Address [redacted]

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

Email [redacted]

Occupation High School Teacher

Reasons for desiring to serve – relevant experience and qualifications:

Private pilot. Member AOPA, EAA, Air Force Association,
Air Force Sergeants Association. USO Volunteer.
Teach Aerospace Science at San Bernardino HS.
BA & MBA from U of R. Crewmember on C141 and C17.
32 yrs USAFR, 20 yrs with Philips as Sr. Marketing Mgr.

Signature _____ **Date** 8 Apr 2022

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

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

(1) Don Jones

Telephone [redacted]

(2) Cristian Heigl

Telephone [redacted]

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

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



CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Park and Recreation Commission/Airport Advisory

Name Nathan Freeman

Address [redacted]

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

Email [redacted]

Occupation Principal Development Manager

Reasons for desiring to serve – relevant experience and qualifications:

I desire to give back to the City that has been my home for the past 8 years. I believe my background in City government (20+ years in economic development) will be of benefit to the City of Redlands.

Signature Nathan Freeman **Date** 09/21/21

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

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

(1) Andrew Walcker
Overland Pacific Development

Telephone [redacted]

(2) Nick Wirick
Lee and Associates

Telephone [redacted]

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

✓ Address Verified

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

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

Airport Advisory Council

Name Val Dotchkov

Address [redacted]

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

Email [redacted]

Occupation Innovations Strategist

Reasons for desiring to serve – relevant experience and qualifications:

As a long-term resident of Redlands, I have always been involved in the preservation of the city's unique characteristics.

I have an aerospace engineering degree, former air force navigator/pilot, air traffic controller at international airports in Sofia, Bulgaria, Toronto and Windsor Canada.

I am an active member of Redlands Conservancy, participant in events at Redlands Airport and a flown private airplanes using the facility.

Signature [signature] **Date** Sept. 22. 2021

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

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

(1) Todd Underwood

[redacted]

Loma Linda, CA 92354

Telephone [redacted]

(2) Barbara Cram Riordan

[redacted]

Redlands, CA 92373

Telephone [redacted]

Return Application to: Office of the City Council, C/O City Manager's Office, Suite 200, 35 Cajon Street, PO Box 3005, Redlands, CA 92373, OR by Fax to 909-798-7503

✓ Address verified

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

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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



COMMISSION\BOARD APPLIED FOR

AIRPORT ADVISORY BOARD

Name WILLIAM O. BAYNE, P.E.

Address [redacted]

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

Email [redacted]

Occupation RETIRED CITY ENGINEER / CONSULTING ENGINEER

Reasons for desiring to serve – relevant experience and qualifications:

REASON TO SERVE - I CARE ABOUT THE SUCCESS OF REDLANDS. I HAVE SERVED AS A REDLANDS PUBLIC WORKS COMMISSIONER, I WAS RESPONSIBLE FOR PREPARATION AND ADOPTION OF A FAA FUNDED AIRPORT MASTER PLAN FOR KELSO, WASH. I NOW LOOK FORWARD TO THIS OPPORTUNITY AS A WAY I CAN SERVE OUR CITY.

Signature W. O. Bayne **Date** 11/2/21

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

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

(1) JIM PETERS
[redacted]
REDLANDS, CA. 92374
Telephone [redacted]

(2) MARIA FRASER, P.E.
[redacted]
COLTON, CA -
Telephone [redacted]

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

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

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (Council Member Davis)

MOTION:

I move to approve Resolution No. 8362.

DISCUSSION:

On June 21, the City Council adopted Resolution No. 8355 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 July 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. 8362, the City Council is reaffirming its findings and compliance with AB 361 for an additional 30 days ending August 4, 2022.

SUBMITTED BY:
Council Member Denise Davis

Attachments

Reso. 8362 Teleconference Meeting

RESOLUTION NO. 8362

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) August 4, 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 5th day of July 2022.

_____

ATTEST: Paul T. Barich, Mayor

_____

Jeanne Donaldson, City Clerk

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (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 First Amendment to the Agreement with Michael Baker International for a total of $149,990.

RECOMMENDATION:

Staff recommends City Council approve the First Amendment to the Agreement with Michael Baker International for professional planning, environmental, and development review services for a total of $149,990.

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 department, as well as address an influx of new projects. The department has been actively recruiting to fill several vacancies that exist in the Planning Division.

Approval of the First Amendment to the Agreement with Michael Baker International will allow the Department to continue to provide development review services to its customers as the recruitment process continues.

ALTERNATIVES:

City Council may elect not to approve the First 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
Appropriation Required Y/N:	N
Amount:	$100,000
Budgeted Y/N:	Y
Account No.:	101164

Discussion:

Approval of this First Amendment to the Agreement will not impact the General Fund. The Development Services Department Planning Division (101164) 2021-22 and 2022-23 budgets have sufficient appropriations to meet the needs of the First Amendment to the Agreement with Michael Baker International (Purchase Order 22211967).

Attachments

First Amendment_Michael Baker Int'l
Original Agreement_MBI_03.29.2022

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

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 Council/Successor Agency Meeting **H. 5.**

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: 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 (Development Services Director Desatnik)

MOTION(S):

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

I move that the City Council 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.

RECOMMENDATION:

Staff recommends that the City Council 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.

DISCUSSION:

On June 7, 2022, the City Council adopted Ordinance No. 2928, an interim ordinance adopting a temporary 45-day moratorium on new non-residential development projects that might be proposed for fifteen (15) properties that were identified on the City's list of potential housing sites contained in the 2021-2029 Housing Element. Click here for the June 7, 2022, staff report. It was (and currently remains) necessary to prevent new non-residential development

projects on the referenced parcels, such as large warehousing and distribution facilities, to protect the City's ability to comply with its new 2021-2029 Housing Element. The Housing Element contains the policies and programs to satisfy the City's dwelling unit allocation as delegated by the Regional Housing Needs Assessment (RHNA), which was allocated by the California Department of Housing & Community Development (HCD).

Government Code Section 65858(d) mandates that prior to the expiration of that interim ordinance, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance. The expiration date of the initial 45-day period of moratorium will be July 22, 2022. Therefore, this report provides an update on activities since the adoption of Ordinance No. 2928 on June 7, 2022.

During the month of June 2022, staff has begun work on the following tasks.

- Worked with the City's consultants for the 2021-2029 Housing Element Update in preparing responses to written comments from HCD.
- Met with staff from HCD regarding the City's responses to comments received, as well as the certification of the City's new 2021-2029 Housing Element.
- Continued work on the Citywide Zone Map update.
- Worked on the environmental review process for the rezoning of RHNA sites, including the subject 15 parcels.

Work will continue in the coming months and will likely continue through the end of this year for the following tasks.

- Obtain certification of the 2021-2029 Housing Element from the Department of Housing & Community Development.
- Contract with a consultant to prepare the necessary environmental (CEQA) review and analysis for the rezoning of RHNA sites, including the 15 subject parcels.
- Proceed to process the rezoning of the RHNA housing sites.
- Present the RHNA sites rezoning to the Planning Commission and the City Council for recommendation and approval.
- Continue work on the citywide Zone Map update.

ALTERNATIVES:

Not applicable.

STRATEGIC PLAN:

Priority A: Quality of Life. Strategic Objective No. 2, Economic Vitality, “Implement policies and programs to expand the City’s affordable housing opportunities.”

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
Brian Desatnik, Development Services Director

PREPARED BY:
Catherine Lin, AICP, Principal Planner

Fiscal Impact

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

Discussion:

There will be no fiscal impact associated with this report.

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

DATE: 07/05/2022

TO: The Successor Agency Board of Directors

SUBJECT: Approve Resolution No. 8354 authorizing the application to and participation in the WaterSMART: Water and Energy Efficiency Grant program for Fiscal Year 2023 (Municipal Utilities and Engineering Director Harris)

MOTION:

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

1. I move that the City Council approve Resolution No. 8354 authorizing the application to and participation in the WaterSMART: Water and Energy Efficiency Grant program for Fiscal Year 2023;

2. I move that the City Council authorize the Mayor, or his designee to execute a financial assistance or similar agreement with the Bureau of Reclamation and any amendments or changes thereto;

3. I move that the City Council finds this 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.

DISCUSSION:

On June 15, 2021, Council awarded a five (5) year contract to Ferguson Enterprises, LLC (Ferguson) for the Citywide Water Meter Replacement Project (Project) to replace all water meters within the City's water service area. The goal of this project is to reduce water loss within the water distribution system by replacing all under-performing potable and non-potable water meters. The initial contract term is one (1) year, and is extendable for four (4) additional one (1) year periods. Ferguson successfully completed the initial term scope of work ahead of schedule and under-budget, and the Municipal Utilities and Engineering Department (MUED) recently authorized the first contract

extension. The total contract value is $9,144,651.

The Bureau of Reclamation WaterSMART: Water and Energy Efficiency (WaterSMART) grant program provides a maximum of $5,000,000 for eligible projects can be completed within three (3) years, and accomplish one of the following program goals:

- Conserve and use water more efficiently;
- Increase the production of hydropower;
- Mitigate conflict risk in areas at a high risk of future water conflict;
- Accomplish other benefits that contribute to water supply reliability in the Western United States.

The WaterSMART grant program requires a minimum local funding match of fifty percent (50%) for project costs incurred after May 2023 and within the 3-year award period. The Project meets WaterSMART grant program eligibility requirements. The final three (3) years of the Project will begin and end on July 1, 2023 and June 30, 2026 respectively, and are anticipated to cost $5,445,000, and the WaterSMART grant program will provide $2,722,500 (50%) if the Project is selected for funding.

Each WaterSMART grant program applicant must submit an official resolution verifying:

- The identity of the official with legal authority to enter into an agreement;
- The governing body or appropriate official who has reviewed and supports the application submitted;
- That the City will work with the Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

Attachments

Attachment A - Resolution No. 8354

Attachment B - SF-424 Application for Federal Assistance

Attachment C - SF424D Assurances

Attachment D- Certification Regarding Lobbying

Attachment E - SF LLL Disclosure of Lobbying Activities

RESOLUTION NO. 8354

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE WATERSMART: WATER AND ENERGY EFFICIENCY GRANT

WHEREAS, City of Redlands Municipal Utilities and Engineering Department ("MUED") provides potable water to over 75,000 customers consisting of businesses and residents of the City of Redlands and some surrounding unincorporated communities. A majority of MUED customers are billed for water use via traditional mechanical meters that must be read manually and have no additional capabilities; and

WHEREAS, MUED has begun implementing an Advanced Meter Infrastructure ("AMI") deployment project. The proposed AMI Project involves the replacement of existing manual-read meters with new smart meters that communicate via single radio frequency technology and enable MUED to implement technological enhancements such as automated meter reads, usage notifications and identify system leaks; and

WHEREAS, the U.S. Department of the Interior ("Department") has issued a Notice of Funding Opportunity dated May 2, 2022 (NOFO), for the WaterSMART: Water and Energy Efficiency Grants for Fiscal Year 2023. The Department has issued the NOFO for WaterSMART grant funds under the authority of Section 9504(a) of the Secure Water Act, Subtitle F of Title IX of the Omnibus Public Land Management Act of 2009, Public Law (P.L.) 111-11 (42 United States Code [U.S.C.] 10364); and

WHEREAS, through WaterSMART (Sustain and Manage America's Resources for Tomorrow), the Bureau of Reclamation ("Reclamation") leverages Federal and non-Federal funding to work cooperatively with States, Tribes, and Local entities as they plan for and implement actions to increase water supply sustainability. WaterSMART funding allocations are subject to the terms and conditions of the NOFO, the Application, and all other legal requirements of the WaterSMART Program; and

WHEREAS, phases 3-5 of the MUED AMI Project is eligible for funding at a 50 percent cost share up to $5,000,000 in grant funds; and

WHEREAS, approval for application is required from the City of Redlands governing body; and

WHEREAS, City of Redlands MUED ("Applicant") intends to apply and participate in the WaterSMART program and enter into an agreement with the Bureau of Reclamation if approved for "Phases 3-5" of an Advanced Meter Infrastructure Deployment Project in an amount not to exceed $2,722,500 (50% of the total project cost for Phases 3-5).

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

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

Section 2. The City of Redlands hereby authorizes and directs the Mayor of the City of Redlands, or his designee, to sign and submit an application to the Department in response to the NOFO, and to apply for WaterSMART grant funds for the AMI Project up to the amount of $2,722,500.00.

Section 3. If the application is approved, the Mayor, or his designee, is designated to provide the assurances, certifications, and commitments required for the grant application, including executing a financial assistance or similar agreement with the Bureau of Reclamation within established deadlines and any amendments or changes thereto.

Section 4. The Mayor, or his designee, is designated to represent the City in carrying out the responsibilities under the grant agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

Section 5. If a grant award is made by the Bureau of Reclamation, the City commits to providing up to $2,722,500 in matching funds for the AMI Project plus any remaining balance noted in the funding plan.

Section 6. The City Council finds this 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. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Section 7. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Agreement, and that the NOFO and Application will be incorporated in the Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Agreement. Funds are to be used for the allowable expenditures and activities identified in the Agreement.

Section 8. Effective Date. This Resolution shall become effective immediately

ADOPTED, SIGNED AND APPROVED this 5th day of July, 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 5th day of July, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 05/17/2022

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Redlands

* b. Employer/Taxpayer Identification Number (EIN/TIN): 956000766

* c. UEI: VCE6UFMK6PL5

d. Address:

* Street1: 35 Cajon Street
Street2: Suite 15A
* City: Redlands
County/Parish:
* State: CA: California
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 92373-0006

e. Organizational Unit:

Department Name: Municipal Utilities & Engineer

Division Name: Water Utilities

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Kevin
Middle Name:
* Last Name: Watson
Suffix:

Title: Utilities Operations Manager

Organizational Affiliation: City of Redlands

* Telephone Number: 909-798-7527 x1
Fax Number:

* Email: kwatson@cityofredlands.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Reclamation

11. Catalog of Federal Domestic Assistance Number:

15.507

CFDA Title:

*** 12. Funding Opportunity Number:**

R23AS00008

* Title:

WaterSMART Grants: Water and Energy Efficiency Grants for fiscal year (FY) 2023

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Efficiency Exchange of Under-performing potable and non-potable Water Meters Project

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: CA-040 | * b. Program/Project: CA-040

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: | * b. End Date:

18. Estimated Funding ($):

* a. Federal	
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Paul
Middle Name:	
* Last Name:	Barich
Suffix:	
* Title:	Mayor
* Telephone Number:	909-798-7533
Fax Number:	
* Email:	pbarich@cityofredlands.org
* Signature of Authorized Representative:	
* Date Signed:	

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Redlands	

SF-424D (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
City of Redlands	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Mr.	* First Name: Paul Middle Name:
* Last Name: Barich	Suffix:
* Title: Mayor	
* SIGNATURE:	* DATE:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

*Name: City of Redlands

*Street 1: 35 Cajon Street, Suite 200 Street 2:

*City: Redlands State: CA: California Zip: 92373-0006

Congressional District, if known: CA-040

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: N/A

7. * Federal Program Name/Description: N/A

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name: N/A Middle Name

* Last Name: N/A Suffix

* Street 1: N/A Street 2:

* City: N/A State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name: N/A Middle Name

* Last Name: N/A Suffix

* Street 1: N/A Street 2:

* City: N/A State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** Prefix: Mr. * First Name: Paul Middle Name

* Last Name: Barich Suffix

Title: Mayor **Telephone No.:** 909-798-7533 **Date:**

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (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 Resolution No. 8363.

RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 8363 for the use of the state's FY 22/23 and 23/24 Citizens' Option for Public Safety Program Funds for the purpose of ensuring public safety.

DISCUSSION:

During Fiscal Year 2000/2001, AB 1913 (Schiff-Cardenas Crime Prevention Act of 2000) was enacted as part of the state budget package. The bill modified the Citizens' Option for Public Safety (COPS) AB 3229 program. COPS is an ongoing program that provides funding for local agencies for the purpose of ensuring public safety.

In October 2001, SB 736 was passed which guarantees the COPS program will continue to be funded. The current state budget act again allocated funds to the Citizens' Option for Public Safety (COPS) program. The City must establish a separate Supplemental Law Enforcement Services Fund (SLESF) for deposit of these funds. The SLESF must be an interest bearing account with monthly transfers to the operating program budget to the extent necessary to facilitate appropriations and expenditures. The funds must be used for frontline municipal

police services and must supplement, not supplant, existing funding for police services. The City Council must consider the written request for the use of Citizens' Option for Public Safety funds separate and apart from proposed allocations from the general fund. After approval by the governing board of a municipality, the request shall be forwarded to the County Board of Supervisors prior to the dispersal of the funds.

The City of Redlands will receive SLESF funds for fiscal years 22/23 and 23/24, and the funding will be used as follows:

Six Part-time Camera Operators
The police department relies heavily on the work of our part-time camera operators. These positions enhance both officer safety and public safety as they have the ability to monitor about 160 cameras stationed city wide. This position performs a variety of duties involved in the operation of video surveillance and video equipment in the Police Communications Center including:

• Watches and reviews live and recorded video feeds to identify activities related to crime, disturbances and other forms of misconduct which are deemed inappropriate or in violation of the law;
• Writes clear and concise reports to document events, situations, crimes, and misconduct observed while monitoring police camera systems;
• Creates and labels a variety of media using specialized computer software;
• Makes announcements of violations, warnings, pertinent information to the public via department camera systems;
• Watches and reviews video feeds throughout City boundaries to identify situations needing additional attention;
• Watches video feeds on multiple computer screens at the same time;
• Performs registration checks on vehicles and notifies department personnel so appropriate action can be taken;
• Operates the CLETS system;
• Notifies the proper City personnel/individuals of incidents observed while monitoring police camera systems;
• Operates basic office equipment including, but not limited to, computer, teletype, radio, telephone, fax machine, copier, and other office equipment;
• Saves, transfers, and downloads images and video files;
• Communicates with officers, dispatchers, and other department members;

The funding for part-time camera operators for FY 22/23 will not exceed $114,259. The funding for part-time camera operators for FY 23/24 will not exceed $120,273 with the increase due to a 5% projected increase in operating costs forecast by the finance division.

Services:
Flock annual subscription expense. Flock Automated License Plate Recognition (ALPR) systems are high-speed camera systems that photograph license plates, convert the numbers and letters into machine-readable text, tag them with the

time and location, and upload that data into a database for retrieval. This database is then accessible to members of the Redlands Police Department who are investigating criminal cases. There are strict guidelines that must be met for RPD members to access the database. The images obtained by the Flock Safety ALPRs are only retained in the database for 30 days. During FY 2021-2022, the Flock Safety cameras helped RPD officers identify suspects in several crimes including sexual battery, robbery, car theft, residential burglary, mail theft, catalytic converter theft, and even a nighttime cat burglary in which the suspect molested a 10-year-old boy.

The funding for automated license plate readers manufactured by Flock Safety for both FY 22/23 and 23/24 will not exceed $25,000 per fiscal year.

PIX4D mapping and annual camera software
Prior to 2022, RPD used to use LiDAR technology to help recreate crime scenes and perform traffic reconstruction. It would often take officers approximately 4-5 hours to recreate a crime scene or reconstruct a traffic collision scene. With the implementation of 3D drone mapping software (PIX4D), these tasks now only take approximately 20-25 minutes to reconstruct saving staff time that can be re-allocated to other high-priority services.

The funding for PIX4D for both FYs 22/23 and 23/24 will not exceed $5,500 per fiscal year.

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

Cellebrite 4PC enables detectives to forensically analyze various forms of technology including cellular phones and computers for crucial forms of evidence. The analysis of cell phones has played a critical role in almost every murder investigation in the last decade. Prior to RPD obtaining the Cellebrite technology, RPD relied on other law enforcement agencies to conduct forensic analysis on digital devices which often delayed the findings. RPD considers Cellebrite to be an essential tool for all major law enforcement investigations. RPD has conducted forensic analysis on over hundreds of digital devices and obtained crucial evidence including in a recent case involving a suspect who broke into a house in the middle of the night and molested a 10-year-old boy.

Despite the success, the basic Cellebrite package does not allow the ability to access digital devices that have locked pass codes. The Cellebrite Premium package includes 40 "actions." Each action allows detectives to access locked phones and obtain any evidence that is located on the phone. These actions can be used for iOS or Android extractions, and the cost includes remote training

and hardware.

In addition to the Cellebrite premium package, Cellebrite Pathfinder is a more effective program that enables investigators and analysts to collaborate and identify key evidence contained in computers and cell phones using a web-based program. Cellebrite Pathfinder will reduce time spent on investigations by automating decoding and analysis of digital data and by enabling investigators to sift through massive quantities of data at a much faster rate. Cellebrite Pathfinder will require a new server (see below).

The funding for the Cellebrite premium package and Cellebrite Pathfinder for both FYs 22/23 and 23/24 will not exceed $88,632 per fiscal year.

Surveillance Camera Systems

The Redlands Police Department is in the process of enhancing its entire surveillance camera system which includes the use of fixed cameras, pan-tilt-zoom cameras, automated license plate reader cameras, and speaker technology. In previous years, RPD had allocated $75,000 from the Citizens' Option for Public Safety Funds to pay for de-escalation training software. Now, RPD would like to reallocate that $75,000 to pay for expenses associated with improving RPD's surveillance camera system. These expenses may include the purchase of and installation of equipment. RPD will utilize asset forfeiture money to pay for the de-escalation software.

Fixed Assets:

Traffic Motorcycles
The RPD does not plan to purchase any traffic motorcycles in FY 22/23. However, RPD projects that it will need to purchase two motorcycles in FY 23/24. Traffic motorcycles are needed to perform safety and security measures for the numerous special events that take place in the City such as the Christmas parade and the Bike Classic.

The funding for traffic motorcycles in FY 22/23 is $0 and for FY 23/24 it will not exceed $75,000 which will include complete outfitting of electronics and equipment.

ALTERNATIVES:

Do not authorize the use of the COPS SLESF funds.

STRATEGIC PLAN:

None

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:
Travis Martinez, Deputy Chief of Police

Fiscal Impact

Fiscal Year:	22-23
Appropriation Required Y/N:	N
Amount:	270891
Budgeted Y/N:	Y

Discussion:

The amount paid out of the COPS SLESF for FY 22-23 will not exceed $270,891.

Fiscal Year:	23-24
Appropriation Required Y/N:	N
Amount:	351905
Budgeted Y/N:	Y

Discussion:

The amount paid out of the COPS SLESF for FY 23-24 will not exceed $351,905.

Attachments

Resolution No. 8363

RESOLUTION NO. 8363

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ACCEPTING THE STATE SUPPLEMENTAL LOCAL LAW ENFORCEMENT FUNDS, APPROVING THE USE OF THE FUNDS IN ACCORDANCE WITH STATE REQUIREMENTS

WHEREAS, the California State Legislature created the Citizen's Option for Public Safety ("COPS") Program in fiscal year 1996-97; and

WHEREAS, the City must create a Supplemental Law Enforcement Special Fund ("SLESF") for the funds; and

WHEREAS, the funds cannot be used for administrative overhead exceeding 0.5 percent or allocated to fund the costs of any capital project or construction project that does not directly support frontline law enforcement.

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

Section 1. The City Council accept the state Supplemental Local Law Enforcement for FY 22/23 and 23/24.

Section 2. The City Council approves the use of State Supplemental Local Law Enforcement Grant funds for FY 22/23 and 23/24 in accordance with state requirements, as outlined below:

- Part-time camera operators
- Automated license plate reader cameras
- PIX4D Mapping
- Cellebrite services
- Traffic motorcycles
- De-escalation training

ADOPTED, SIGNED AND APPROVED this 5th day of July, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (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 Steps 4 Life Community Services for the provision of transitional housing services in an effort to address issues associated with homelessness.

RECOMMENDATION:

Staff recommends Council approve 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.

DISCUSSION:

Since 2017, the Redlands Police Department has had an agreement with Steps 4 Life Community Services to provide housing for people referred by the police department. The intent of the partnership is to replicate the "housing first" model of homeless rehabilitation by connecting vetted individuals with housing. The agreement with Steps 4 Life Community Services enables the Redlands Police Department to pay for three beds on a monthly basis, which guarantees that police employees can refer people for housing and that a bed will be available. The availability of three beds guarantees police employees can always offer a housing alternative to homeless individuals they encounter in the field.

Due to the effects of the global pandemic, several people have taken advantage of the housing opportunity to avoid becoming homeless. If somebody fills one of the beds, the Redlands Police Department will pay for that person as well as an additional bed so that three beds are always available. This strategy is the main reason that the City of Redlands has avoided some homeless problems seen in other U.S. cities.

The Redlands Police Department has paid monthly rent for several individuals to reside with Steps 4 Life Community Services in the amount of $450 per month per individual. The length of the rental assistance has varied between a few months to several months depending on the circumstances of each individual. This program is strictly voluntary and while living at Steps 4 Life Community Services, individuals are afforded several resources in the form of addiction treatment, healthcare, and employment services.

The partnership with Steps 4 Life was first funded by a grant from the Board of State and Community Corrections and then by a donation from an anonymous organization. During this agreement period, Steps 4 Life will be raising the cost per bed from $450 to $480.

This agreement will be effective July 1, 2022, through June 30, 2026, covering the next four fiscal years. On March 15, 2022, Council approved program recommendations for the use of ARPA funds, $126,750 was allocated toward services for unhoused individuals in the Steps 4 Life program for the next four fiscal years, not to exceed $30,000 per fiscal year. The additional $6,750 was to cover the remaining time period for FY 21/22.

ALTERNATIVES:

Do not approve the agreement.

STRATEGIC PLAN:

Not applicable

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:
Travis Martinez, Deputy Chief of Police

Fiscal Impact

Fiscal Year: 22/23
Revenue Generating: N
Appropriation Required Y/N: N
Amount: 30,000
Budgeted Y/N: Y
Discussion:
On March 15, 2022, Council approved using ARPA money to fund the Steps 4 Life agreement. The contract allocation was appropriated on April 19, 2022.

Fiscal Year: 23/24
Revenue Generating: N
Appropriation Required Y/N: N
Amount: 30,000
Budgeted Y/N: Y
Discussion:
On March 15, 2022, Council approved using ARPA money to fund the Steps 4 Life agreement. The contract allocation was appropriated on April 19, 2022.

Fiscal Year: 24/25
Revenue Generating: N
Appropriation Required Y/N: N
Amount: 30,000
Budgeted Y/N: Y
Discussion:
On March 15, 2022, Council approved using ARPA money to fund the Steps 4 Life agreement. The contract allocation was appropriated on April 19, 2022.

Fiscal Year: 25/26
Revenue Generating: N
Appropriation Required Y/N: N
Amount: 30,000
Budgeted Y/N: Y
Discussion:

On March 15, 2022, Council approved using ARPA money to fund the Steps 4 Life agreement. The contract allocation was appropriated on April 19, 2022.

Attachments

Steps 4 Life Agreement

AGREEMENT FOR TRANSITIONAL HOUSING SUPPORT SERVICES

This agreement for the provision of transitional housing support services ("Agreement") is made and entered into this the 5th day of July, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Steps 4 Life Community Services, a nonprofit organization ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Contractor provides transitional housing support services to assist persons struggling with substance use disorders and mental illness to stay connected to the recovery community, thus improving their outcomes; and

WHEREAS, such transitional housing support services have been found to be critical to reducing recidivism, incarceration, and hospitalizations, and in successfully transitioning persons in recovery to become productive members of society;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Steps 4 Life Community Services, agree as follows:

AGREEMENT

Section 1. Term. The operative term of this Agreement shall be for period of time commencing on July 1, 2022, and ending on June 30, 2026, unless terminated earlier as provided herein.

Section 2. Non-Discrimination. Contractor shall not discriminate on the basis of race, creed, color, ethnicity, national origin, religion, sex, sexual orientation, gender expression, age, height, weight, physical or mental ability, veteran status, military obligations and or marital status, with respect to Contractor's performance of its obligations under this Agreement.

Section 3. Contractor's Services. Contractor shall provide clients a bed and housing, life skills, budgeting, and goals to help clients transition into the community to be a success, as more particularly described in this Section 3 (the "Services").

A. Contractor shall screen all clients before a client may enter Contractor's program to ensure the client will benefit from the Contractor's services and to ensure the safety to all other clients. Contractor reserves the right to reasonably deny any client participation in Contractor's program, subject to Section 2, above.

B. Housing may be terminated at any time by Contractor if the client is (Contractor will prorate the monthly program fees):

1. not completely abstaining from drugs or alcohol;

2. does not agree to random drug testing;
3. threatens violence;
4. fails to comply with any applicable federal, state or city law; or
5. fails to comply with any contract agreement that the client agrees and signs

C. Contractor shall maintain and retain all appropriate service and financial records for a period of at least three (3) years from the expiration or earlier termination of this Agreement.

D. Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information.

E. The Redlands Police Department's Community Assistance Program ("CAP") aims to address the problems associated with homelessness by providing clients with the resources needed to overcome homelessness. The CAP is structured with the recognition that individuals need to first obtain housing in order to increase the likelihood that the program will be successful. The people that are referred to Contractor by the Redlands Police Department have various backgrounds. Contractor hereby relieves, releases, and absolves City, and its elected and appointed officials, officers, employees, and agents of and against any and all liability which may arise, should any injury or damage be caused by any individual that was referred to Steps 4 Life Community Services by an agent of City.

F. CAP will pay the Contractor for three beds (two male, one female) on a monthly basis. In turn, the Ccontractor agrees to provide housing for any individual referred to the Contractor by the Redlands Police Department so long as that individual is not a sex registrant per Penal Code Section 290. If one of these beds is filled, the Contractor will give first right of refusal for their next open bed to the individual referred by the Redlands Police Department. Under this model, the Redlands Police Department would consistently be paying for three beds on a monthly basis that may not be filled. This will enable the Redlands Police Department to be able to refer people to the Contractor on a continuous basis.

Section 4. Compensation and Payment. The total compensation for Contractor's performance of the Services shall not exceed the amount of twenty thousand dollars ($20,000) during each City fiscal year (July 1 through June 30) of the term of this Agreement. Contractor shall submit monthly, invoices to City describing the Services performed during the billing period. Contractor's invoices shall include a brief description of the Services performed, for whom, and the dates the Services were performed. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

Section 5. Business License. Contractor shall obtain a City of Redlands business license as a pre-condition of performing the Services.

Section 6. Termination. City shall have the right to terminate this Agreement, with or without cause, upon ten (10) days prior written notice to Contractor. City shall have no liability for any claims or damages resulting to Contractor as a result of any exercise by City of its right to terminate this Agreement. City's termination notice may be issued by the City Manager of City or his authorized designee.

Section 7. Notices. 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:
Jeanne Donaldson, City Clerk	Cynthia McGuigan
City of Redlands	Steps 4 Life Community Services
35 Cajon Street, Suite 4	550 Orange Street
Redlands, CA 92373	Redlands, CA, 92374
jdonaldson@cityofredlands.org	info@Steps4LifeCommunityServices.org
(909) 798-7531	(909) 335-1488

Section 8. Indemnity. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees and agents, harmless from and against any and all actions, damages, losses, causes of action, and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorneys' fees and other legal expenses, arising directly or indirectly from any negligent act or omission of, or willful misconduct by, Contractor or its officers, employees, and agents in performing the Services.

Section 9. Entire Agreement/Amendment. This Agreement represents the entire Agreement of the Parties as to the matters contained herein. Any amendment of this Agreement shall be effective only if it is in writing and signed by the Parties.

Section 10. Assignment. This Agreement shall not be assigned without the prior written consent of City. Any assignment, or attempted assignment, without such prior consent, shall be null and void and, at the option of City, result in the immediate termination of this Agreement.

Section 11. Insurance. Contractor shall obtain and maintain during the term of this Agreement all insurance required by this Section and shall submit to City certificates of insurance and appropriate endorsements evidencing that the insurance is in force and effect. Evidence of such insurance shall be provided to City prior to commencing the Services. Acceptance of the certificates by City shall not relieve Contractor of any of the insurance requirements contained herein, nor decrease the liability of Contractor.

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

reference, prior to performance of the Services.

B. Comprehensive and general liability insurance with a carrier acceptable to City in an amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate for public liability, property damage and personal injury. Such insurance shall not be cancelled unless thirty (30) days prior written notice is provided to City.

C. Except for workers' compensation and employer's liability insurance, City shall be named as an additional insured on all policies and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

Section 12. 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 or other relief, be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

STEPS 4 LIFE COMMUNITY SERVICES

By: _____
Cynthia McGuigan, Executive Director

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.

STEPS 4 LIFE COMMUNITY SERVICES

By:_____ Date: _____

Cynthia McGuigan, Executive Director

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an additional appropriation for the expenditure of $2,000 in support of the Redlands Sunrise Rotary Club's installation of the first of three Redlands-themed murals on the Orange Blossom Trail and determination that the financial support serves a public purpose (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that this request is appropriate, the following motions are provided:

1. I move to determine 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

2. I move that the City Council approve 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.

RECOMMENDATION:

At their regular meeting on May 9, 2022, the Cultural Arts Commission approved a recommendation to the City Council for the funding of the Redlands Sunrise Rotary Club Orange Blossom Trail project for an amount not to exceed $2,000. This recommendation further requires that the City Council approve an additional appropriation for the expenditure of $2,000 to be paid to the Redlands Sunrise Rotary Club for the installation of the mural.

DISCUSSION:

The Cultural Arts Commission (Commission) promotes public interest in the Arts, recommends new art programs and funding for those programs, and recommends to the City Council policies to encourage, develop, and support the Arts in Redlands. The Commission also advises the City Council on the administration of the City's Art in Public Places program. Redlands Sunrise Rotary Club (Sunrise Rotary) has adopted the portion of the Orange Blossom Trail located between Dearborn Street and Wabash Avenue. For several years, Sunrise Rotary has regularly conducted trail maintenance. They have also painted eight (five by thirty foot) segments of the wall with Rotary emblems and mottos along the trail. Sunrise Rotary wishes to continue its efforts to improve and beautify the trail by installing colorful Redlands-themed murals. The Wabash Avenue terminus of the trail is located at Crafton Park. Installation of the murals at that end of the trail would create an aesthetic contribution to the park. The wall is owned by Orange Grove Mobile Estates. This association is supportive of Redlands Sunrise Rotary's efforts to beautify the wall, but is unable to contribute any funds.

Sunrise Rotary submitted a request to the Commission for $2,000 to assist in funding the first segment of this mural project. This funding would match the funds that the Sunrise Rotary has raised for the project. Sunrise Rotary has estimated the cost of each five by thirty-foot segment to be $4,050, including $2,000 for labor, $1,000 for supplies, $750 royalty to the artist and $300 for outdoor anti-graffiti sealant. Once the first segment is up, Sunrise Rotary will continue to pursue funding to add the remaining two murals.

The murals were designed by Ekaterina Orlovie, an artist and illustrator. Since graduating in 2012, with a Bachelor of Fine Arts (BFA) from the University of Oregon, Ekaterina has worked as a graphic designer, illustrator, and muralist in Southern California. Ekaterina has shown her work at the Artlands in Redlands since 2019 and more recently has had a watercolor art show at à la Minute Ice Cream in California. Furthermore, support of this project 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.

ALTERNATIVES:

The City Council may elect to deny the request for the expenditure of funds or choose an alternative amount.

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
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Larry Alms, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2021-22
Appropriation Required Y/N:	Y
Amount:	$2,000
Account No.:	238100

Discussion:

This project will be funded from the Public Art Fund (238100). If approved, the appropriation would result in a projected unrestricted cash/fund balance of $10,401.80 as of June 30, 2022.

Attachments

A. Proposed Orange Blossom Trail Murals

B. Existing Orange Blossom Trail Sunrise Rotary Murals

Additional Appropriation

Etaterina Orlovie / Redlands Sunrise Rotary Club Proposed OBT Murals










TRAIL
X-ING




TRAIL
X-ING


Redlands
Sunrise
Rotary Club
RSRX
www.redlandssunriserotary.org


"SERVICE ABOVE SELF"

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 6/6/20

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities & Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Public art	238100	3906		$ 2,000.00
			$	$ 2,000.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ 0.00
			$	$ 0.00

JUSTIFICATION: Redlands Sunrise Rotary OBT Mural

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve 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 (Assistant City Manager Boatman)

MOTION(S):

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

I move to approve a 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.

RECOMMENDATION:

Staff recommends the City Council approve 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.

DISCUSSION:

The City's Facilities and Community Services Department regularly procures supplies and services to support field operations throughout the City. A solid waste collection truck was in need of immediate repair and maintenance. Cummins was selected as a sole source vendor as other authorized vendors had delays up to several months and Cummins indicated they had availability to timely address the needed repairs. After inspection of the truck, it was determined that the repairs were more extensive than initially estimated. The vehicle requires a complete engine assembly with the cost estimated at $58,000. Per the purchasing guidelines, this amount requires City Council approval.

ALTERNATIVES:

City Council may choose to reject the sole source purchase order with Cummins Sales and Service, however, this will impact the repairs and availability for the truck to be placed back in service.

STRATEGIC PLAN:

Supports Focus Area C: Infrastructure

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
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:	No
Amount:	$57,159.01
Budgeted Y/N:	Yes
Account No.:	607900

Discussion:

Sufficient funding for this service is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2022-23 as approved by City Council.

Attachments

A. Sole-Single Source Request Form

B. Sole Source Quote

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 6/6/22

TO: Purchasing Division

FROM: Facilities & Community Services

Purchase Requisition # _____

Estimated Total Cost: $ 57,159.01

Proposed Vendor: Cummins Sales and Service

Request Term: n/a

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☒ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: Solid Waste Collections Truck

Manufacturer/Model Number: Peterbilt

Age: 6 years

Current Estimated Value: $200,000

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☒ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

☒ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

Trash truck engine failure will need a complete engine assembly. Truck is equipped with Cummins powered engine. Cummins Sales & Service is the preferred vendor based on return time of completion.

3. Was an evaluation of other equipment, products, or services performed?
   ☐ Yes ■ No
   If yes, please explain the type of evaluation performed and provide all supporting documentation:

   .

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

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

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

MD 6/6/2022

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

BAR ARD Number: ARD00293078 EPA: CAL000260067

Sales and Service

Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

BLOOMINGTON CA BRANCH

3061 S. RIVERSIDE
BLOOMINGTON, CA 92316-
(909)877-0433

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF REDLANDS AARON JENKINS - 909 8414752 JULIE GILBERT / AP PAGE 1 OF 3

PO BOX 3005
REDLANDS, CA 92373-1505

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
15-APR-2022		15-AUG-2013	ISL G CM2180		PETERBILT
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
272351		07-APR-2022	73525129		320(LCF)
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
198334			126252 / 0		802

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

OSN/MSN/VIN 3BPZL20X5EF227068

COMPLAINT 1. FREE GUARDIAN INSPECTION 2. MYSFIRES

CAUSE FOUND #5 CYLINDER DAMAGED. CYLINDER HEAD DROPPED VALVE, PISTON DAMAGE AND METAL CROSS CONTAMINATION.

COVERAGE CUSTOMER BILLABLE

DIAGNOSTIC CHARGE: 1,046.71

1 0 DR7743RX ENG ISL 8.9 17 B 280@2200 DRC 32,967.92 32,967.92 1 0 DR6989D ENG ISL G 8.9 10 B HPCR CLEAN 6,075.00 6,075.00

-1 0 DR6989D ENG ISL G 8.9 10 B HPCR DIRTY 6,075.00 - 6,075.00

12 0 CC36077 OAT FLG 15.73 188.76

1 0 V891005 P BL 1S GN2 15W-40 PL 5GA VALVOLINE 79.10 79.10
ORDERED ITEM 885370 P2-VALVOLINE

1 0 CORF 5GCAL OIL RECYCLE FEE 5G P2-NSPART1 2.64 2.64

2 0 C891007GA P BL 1 S GN2 15W-40 3/1G VALVOLINE 16.24 32.48
ORDERED ITEM 885382 P2-VALVOLINE

2 0 CORF GAL CAL OIL RECYCLE FEE GAL P2-NSPART1 .53 1.06 1 0 5400509 SENSOR,OXYGEN CECO 413.54 413.54 1 0

4988280 GASKET,HYDRAULIC PUMP CECO 4.42 4.42 1 0 3939353 GASKET,REAR COVER CECO 10.69 10.69

1 0 4955566 KIT,REAR CRANKSHAFT SEAL CECO 36.87 36.87 1 0 3912473 SEAL,O RING CECO 5.25 5.25

Completion date : 08-Apr-2022 01:39PM. Estimate expires : 14-May-2022 10:42AM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name)_____ **SIGNATURE**_____ **DATE**_____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other Internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. CUSTOMER OBLIGATIONS. If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service

1 0 3886396 6.2 CALIBRATION FLT REG. CECO 100.00 100.00 1 0 5301094RX COMPRESSOR,1 CYL AIR DRC 1,599.47 1,599.47

interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. INVOICING AND PAYMENT. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. TAXES; EXEMPTIONS. The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the invoice.

5. DELIVERY; TITLE AND RISK OF LOSS. Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. DELAYS. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. LIMITED WARRANTIES.

a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which aresold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT, EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. ASSIGNMENT. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non- recoverable costs incurred by Cummins.

13. REFUNDS/CREDITS. Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. COMPLIANCE WITH LAWS. Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is

the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. MISCELLANEOUS. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Sales and Service

Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

BLOOMINGTON CA BRANCH

3061 S. RIVERSIDE
BLOOMINGTON, CA 92316-
(909)877-0433

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF REDLANDS AARON JENKINS - 909 8414752 JULIE GILBERT / AP

PO BOX 3005
REDLANDS, CA 92373-1505

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
15-APR-2022		15-AUG-2013	ISL G CM2180		PETERBILT
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
272351		07-APR-2022	73525129		320(LCF)
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
198334			126252 / 0		802

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		3BPZL20X5EF227068					
1		0	3944525D	COMP,AIR ISC/ISL 18.7 CFM	CLEAN	135.00	135.00
-1		0	3944525D	CPR, AIR ISC/ISL 18.7 CFM	DIRTY	135.00 -	135.00
1		0	3967014	DAMPER,VISCOUS VIBRATION	CECO	431.82	431.82
1 0 5282669 PAN,OIL CECO 514.52 514.52 1 0 5332563 GASKET,OIL PAN CECO 59.18 59.18							
32		0	3900631	SCREW,HEX FLANGE HEAD CAP	CECO	2.47	79.04
1		0	3972469	ELBOW,PLAIN STREET PIPE	CECO	30.94	30.94
4		0	4934278	WASHER,SEALING	CECO	3.63	14.52
2		0	43828-A	CLAMP,HOSE	CECO	6.93	13.86
			ORDERED ITEM	43828A CECO			
1		0	3940116	PLUG,BYPASS	CECO	38.37	38.37
1		0	5268391	COUPLING,ELBOW HOSE	CECO	73.02	73.02
			ORDERED ITEM	3942939 CECO			
1		0	5266595	HOSE,PLAIN	CECO	78.65	78.65
1 0 5398279 GASKET,CONNECTION CECO 13.99 13.99 1 0 OEM QUOTE RUSH QUOTE - 34543383 P2-NSPART4						1,064.00	1,064.00
1		0	FONTANA RAD	FONTANA RADIATOR	P2-NSPART4	1,197.00	1,197.00
1		0	MISC	MISC	P2-NSPART4	532.00	532.00

Completion date : 08-Apr-2022 01:39PM. Estimate expires : 14-May-2022 10:42AM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name)_____ **SIGNATURE**_____ **DATE**_____

APPENDIX A
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other Internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. CUSTOMER OBLIGATIONS. If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service

PARTS:

39,583.11 PARTS COVERAGE CREDIT: **39,583.11** 0.00CR

interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

TOTAL PARTS:

3. INVOICING AND PAYMENT. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

SURCHARGE TOTAL: **0.00**

LABOR: 12,415.00

4. TAXES; EXEMPTIONS. The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. DELIVERY; TITLE AND RISK OF LOSS. Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. DELAYS. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. LIMITED WARRANTIES.

a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which aresold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. ASSIGNMENT. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non- recoverable costs incurred by Cummins.

13. REFUNDS/CREDITS. Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. COMPLIANCE WITH LAWS. Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. MISCELLANEOUS. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Sales and Service

BAR ARD Number: ARD00293078 EPA: CAL000260067

Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

BLOOMINGTON CA BRANCH
3061 S. RIVERSIDE
BLOOMINGTON, CA 92316-
(909)877-0433

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF REDLANDS AARON JENKINS - 909 8414752 JULIE GILBERT / AP PAGE 3 OF 3

PO BOX 3005
REDLANDS, CA 92373-1505

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
15-APR-2022		15-AUG-2013	ISL G CM2180		PETERBILT
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
272351		07-APR-2022	73525129		320(LCF)
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
198334			126252 / 0		802

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

OSN/MSN/VIN 3BPZL20X5EF227068

LABOR COVERAGE CREDIT:		0.00 CR
TOTAL LABOR:	**12,415.00**	
MISC.:		1,000.00
MISC. COVERAGE CREDIT:		0.00CR
TOTAL MISC.:	**1,000.00**	
MISCELLANEOUS		500.00
FREIGHT		400.00
HAZ WASTE DISPOSAL		100.00
LOCAL		**703.20**
STATE		**2,410.99**

Completion date : 08-Apr-2022 01:39PM. Estimate expires : 14-May-2022 10:42AM.

Billing Inquiries? Call (877)480-6970

APPENDIX A IS ATTACHED AND INCORPORATED HEREIN. IN APPENDIX A THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS, INCLUDING LIMITATION ON WARRANTIES AND LIABILITIES WHICH ARE EXPRESSIVELY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLDGES HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

AUTHORIZED BY (print name)_____ **SIGNATURE**_____ **DATE**_____

APPENDIX A
TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. CUSTOMER OBLIGATIONS. If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service

SUB TOTAL:	54,044.82
TOTAL TAX:	3,114.19
TOTAL AMOUNT: US $	**57,159.01**

interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. INVOICING AND PAYMENT. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

4. TAXES; EXEMPTIONS. The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. DELIVERY; TITLE AND RISK OF LOSS. Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. DELAYS. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.

7. LIMITED WARRANTIES.

a. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

b. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which aresold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

c. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

d. General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

e. Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

f. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. ASSIGNMENT. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non- recoverable costs incurred by Cummins.

13. REFUNDS/CREDITS. Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

15. COMPLIANCE WITH LAWS. Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, any and all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. MISCELLANEOUS. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

City Council/Successor Agency Meeting **H. 11.**

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve two limited-term positions within the Facilities and Community Services Department (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 two limited-term Administrative Assistant I/II positions with the Facilities and Community Services Department, for a term not-to-exceed two years.

RECOMMENDATION:

Staff recommends City Council approve two limited-term Administrative Assistant I/II positions with the Facilities and Community Services Department, for a term not-to-exceed two years.

DISCUSSION:

The Facilities and Community Services Department (FCS) oversees various divisions including maintenance, customer service, and internal services functions. The approved budget contains an ambitious project list that will address years of deferred maintenance and significantly improve many public amenities. However, additional staff resources are needed to procure the additional goods and services. It is unclear at this time if future budgets will contain the number of projects that are included in the current budget. Therefore, staff is recommending the addition of two limited term employees to help address the administrative burden created by the new projects. The positions will be compensated at a range T30 on the Teamsters' salary table, including $900 per month toward medical expenses, 24 hours of sick leave, and 40 hours of vacation per year.

ALTERNATIVES:

City Council may elect not to approve two limited-term position.

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/HR Director
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Erik Reeves, Superintendent, Facilities and Community Services

---

Fiscal Impact

Fiscal Year:	FY 23 & 24
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y

Discussion:

The annual cost associated with a limited-term position is $58,670.00; two positions will equate to $117,340.00. Sufficient funding is available within the FY 2023 & 2024 Facilities and Community Services budget to support the two-year term.

City Council/Successor Agency Meeting **H. 12.**

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve license agreements with Fix Auto and Gary's Auto Sales for automobile storage located at the City's corporate yard, 1270 W. Park Avenue, and determination that approval of the agreements is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to determine that approval of the License 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

2. I move to approve the License Agreements with Fix Auto and Gary's Auto Sales.

RECOMMENDATION:

Staff recommends that the City Council approve 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, and determine that approval of the project is categorically exempt from further environmental review pursuant to Section 15301 of the California Environmental Quality Act Guidelines.

DISCUSSION:

Maureen Holmes, the CEO of Fix Auto and Gary's Auto Sales, has requested to enter into two License Agreements (Agreements) in order to provide auto storage for the businesses. The proposed Agreements each have a two-year term, and allow for use of 20,923 square feet within the Corp Yard as an auto

storage area. The space is currently available for use and this will provide additional revenue to the City. The lessees shall be responsible for maintenance of the areas and compliance with all applicable laws. Each Agreement stipulated monthly rent in the amount of $2,000 ($4,000 total).

Staff recommends that the License Agreements are categorically exempt from requirements of the California Environmental Quality Act guidelines pursuant to Section 15301. This section pertains to existing facilities and applies when there is no resulting expansion of use. The project is consistent with this exemption as it is within a developed portion of the corporate yard and will be used for storage only.

ALTERNATIVES:

The City Council may decline the approval of the License Agreements or provide alternative direction to staff.

STRATEGIC PLAN:

Priority D - Fiscal Sustainability

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Joe Bierma, Administrative Analyst

Fiscal Impact

Fiscal Year:	2022-2024
Revenue Generating:	Y
Amount:	$96,000
Account No.:	101303
Discussion:	

Entering into the License Agreements with Fix Auto and Gary's Auto Sales will provide monthly revenue in the amount of $4,000 per month, or $48,000 annually, for two years. The amount will be deposited into the General Fund.

Attachments

A. Fix Auto License Agreement

B. Gary's Auto Sales License Agreement

LICENSE AGREEMENT BY AND BETWEEN THE CITY OF REDLANDS AND GARY'S AUTO SALES INCORPORATED

This License Agreement ("License") is made and entered this 5th day of July, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Fix Auto Redlands, a California stock corporation ("Licensee"). City and Licensee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Licensee is the owner and operator of an autobody repair business located at 1976 Essex Court in the city of Redlands; and

WHEREAS, City is the owner in fee simple of the City of Redlands Corporate Yard ("Yard") located at 1270 W. Park Ave. and 1301 W. Redlands Blvd., Redlands, CA 92373 and particularly described in Exhibit "A" attached hereto and incorporated by reference herein; and

WHEREAS, Licensee desires to provide its customers with an auto storage venue within the Yard; and

WHEREAS, City and Licensee desire to enter into this new License to set forth terms and conditions under which City will license a portion of the Yard to Licensee; and

WHEREAS, City and Licensee desire to cooperate to further the above-stated purpose in a way compatible with the public interest.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Licensee agree as follows:

AGREEMENT

Section 1. Premises. City hereby grants to Licensee a revocable, nonexclusive license to provide auto storage services within City's Yard in connection with the operation of Licensee's autobody repair business located at 1976 Essex Court (the "License"). The auto storage area subject to this License consists of approximately twenty thousand nine hundred and twenty three (20,923) square feet located at 1270 W. Park Ave. and 1301 W. Redlands Blvd., Redlands, CA 92373 (the "Premises") and is more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference.

Section 2. Acknowledgment of License and Disclaimer of Tenancy.

A. Licensee acknowledges and agrees that City is the owner of the Premises and that nothing in this License grants to Licensee any right, title or interest in the Premises, except for the revocable, non-exclusive right to use the Premises as provided in this License. Licensee is not a tenant or lessee of City and holds no rights of tenancy or leasehold in relation to the Premises.

B. In consideration of City's grant of this License, Licensee specifically and expressly waives, releases, and relinquishes any and all rights to assert any claim of right, privilege or interest in the Premises other than the rights expressly granted by the License.

C. The consideration paid by Licensee pursuant to Section 4 of this License is consistent with the value of the rights comprising the License privilege; the consideration is not consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Premises.

D. Licensee further acknowledges and agrees that without the representations and agreements set forth herein, City would not enter into this License.

Section 3. Term. The term of this License shall commence on July 5, 2022, and end on July 5, 2024, unless earlier terminated as provided for herein. Either Party may terminate this License by providing written notice of such termination to the other Party at least thirty (30) days prior to the noticed termination date. Upon termination or expiration of this License, and upon request of Licensor, Licensee shall remove, as requested by Licensor, any improvements, fixtures, equipment and other personal property placed upon the Premises by Licensee. The cost and expenses of such removal, together with the repair of any damage occasioned thereby, will be borne solely by the Licensee. If Licensee remains in possession of the Premises after expiration or earlier termination of this License without City's written consent, Licensee's continued occupancy of the Premises shall be equivalent to a tenancy at sufferance and Licensee shall pay an increased License fee during the holdover period in the sum of two thousand dollars ($2,000) per month.

Section 4. License Fee. Licensee shall pay to City a monthly fee in the sum of two thousand dollars ($2,000) for use and occupancy of the Premises. The initial monthly fee payment shall be paid to City prior to July 28, 2022. All subsequent monthly fee payments shall be made prior to the second day of each month for which the fee is then due. All payments are to be made payable to the City of Redlands, Finance Department/Revenue Division, P.O. Box 3005, Redlands, California, 92373. A late fee of fifty dollars ($50) shall be added and due for any fee payment made after the tenth day of the month.

Section 5. Security Deposit. A security deposit shall be paid to the City in the amount of two thousand dollars ($2,000) and shall be retained by City to secure compliance with the terms and conditions of this License, and shall be refunded to Licensee within thirty (30) days after the Premises have been vacated by Licensee, less any amounts reasonably necessary to pay City for, (i) cleaning costs, (ii) cost for repair or damages to the Premises exclusive of ordinary wear and tear, and (iii) any other amount legally allowable under the provisions of this License. A written accounting of said costs and damages shall be presented to Licensee within ten (10) days of the Premises being vacated. If the security deposit is insufficient to pay City for such costs and damages, Licensee shall immediately pay any additional costs for damages demanded by City.

Section 6. Use of Premises.

A. The Premises shall be used by Licensee solely for the purpose of auto storage associated with Licensee's operation of its auto sales business and no other uses.

B. The hours of operation for the Premises shall be limited to 8:00 a.m. to 5:00 p.m., Monday through Friday.

C. Licensee's use of the Premises shall not jeopardize or endanger the health, welfare, peace, or safety of persons visiting, residing, working, visiting or conducting business in the surrounding area.

D. During the term of this License, Licensee shall use the Premises in compliance with all applicable federal, state, and local laws, and all applicable rules and regulations established by City including, but not limited to, City's Municipal Code provisions governing City owned property, and compliance with the annual City business license tax.

E. Licensee shall not perform any auto repairs, wash down/detailing activities or work of any kind on the Premises.

F. Licensee shall secure entry gate to the Premises to the satisfaction of the City.

G. Licensee shall require all customers to vacate the Premises upon closure of its auto storage business at 5:00 p.m.

H. Licensee shall be responsible for ensuring that all gates leading in and out of leased area remained locked at all times when not directly in use.

J. Licensee's operation of the Premises shall not result in nuisance activities within the Premises or in close proximity of the Premises, including but not limited to disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, littering, loitering, graffiti, illegal parking, excessive loud noises especially in the late night or early morning hours, traffic violations, curfew violations, lewd conduct, or police detentions and arrests.

K. Licensee shall ensure that the Premises' upkeep and operating characteristics are compatible with, and will not adversely affect, the livability or appropriate development of abutting properties and the surrounding neighborhood.

L. Licensee hereby grants City immediate access to the Premises in the event of an emergency; which is defined as any incident that threaten loss of life or property, interruptions of public utilities, disaster, war, acts of terrorism, strikes or similar emergencies.

Section 7. As-Is Conditions. Licensee accepts the Premises in its "as-is" condition as of the Effective Date of this License, without any warranty, express or implied.

Section 8. Maintenance of Premises. Licensee shall be responsible for maintaining the Premises in a clean and orderly state. Any damage to the Premises incurred due to Licensee's use of the Premises shall be the sole responsibility of Licensee. City shall have the right to enter the Premises, at reasonable times, for inspection and maintenance purposes. Should an inspection by

City disclose the need for maintenance or repairs, City shall provide Licensee with written notice of the items requiring repair or maintenance. If action is not taken on such items by Licensee within five (5) days from the provision of such notice, City may enter the Premises and take whatever action is necessary to perform such maintenance or repairs at Licensee's expense.

Section 9. Improvements. Licensee shall not construct any fencing or improvements to the Premises without the prior written consent of City. All proposals for improvements to the Premises shall be submitted in writing to City for its consideration and prior written approval. Licensee shall have the right to remove all improvements made to the Premises by Licensee, provided such removal results in no damage to the Premises. Improvements not removed by Licensee shall, on expiration or earlier termination of this License, become the property of City. Lighting may be incorporated in such a way to prevent glare onto, or direct illumination of any adjacent properties. Improvements shall be placed only within the location shown in Exhibit "A." Licensee shall cause the improvements to be constructed, rehabilitated or installed in compliance with applicable laws, including federal, state, and local laws and regulations.

Section 10. Indemnity. Licensee shall indemnify, defend and protect and hold City, and its elected and appointed officials and employees, agents and volunteers harmless from and against all claims, causes of action, damages, losses, liabilities, cost and expenses (including without limitation, reasonable attorney's fees and consultant fees and costs) caused by or arising in connection with the use of the Premises and entry onto the Premises by Licensee and/or its employees and customers, invitees, agents and representatives. Licensee's indemnification and defense obligations pursuant to the foregoing shall apply, without limitation to: (1) personal injury, property damage or destruction and nuisance; (ii) contamination of the Premises; (iii) any liens, demands, actions or suits arising from the use of the Premises; and (iv) any costs of enforcement of any provision of this Agreement. This section shall survive any termination of this License.

Section 11. Public Liability and Property Damage Insurance; Worker's Compensation Insurance. Licensee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the activities hereunder and the results of that activity by Licensee, its agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
4. **Garage Keepers Legal Liability**: Insurance appropriates to the Licensee's profession, with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If Licensee maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the activities or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this Agreement, the Licensee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy

language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the Agreement or the beginning of activities under the Agreement.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement activities.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the Agreement's effective date, the Licensee must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of the Agreement activities.

Verification of Coverage

Licensee shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 12. Assignment Prohibited. Licensee shall not encumber, assign, sublease or otherwise transfer this License, or any right or interest therein, without the prior written consent of City. Any such encumbrance, assignment, sublease or transfer without such prior consent and approval of City shall constitute a breach of this License and may, at the sole discretion of City, result in the immediate termination of this License.

Section 13. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this License, the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 14. Notices. Any notice or other communication required, or which may be given, pursuant to this License, shall be in writing. Any such notice shall be deemed delivered (i) on the day of delivery in person; (ii) five (5) days after deposit in first class registered mail, with

return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic email transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice of in accordance with this section:

CITY:	LICENSEE:
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonadlson@cityofredlands.org (909) 798-7531	Fix Auto Redlands Maureen Holmes, CEO 1976 Essex Court Redlands, CA 92373 Maureen.holmes@fixautousa.com 909-307-1077

Section 15. Entire Agreement/Amendment. This License constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any prior verbal or written representations or agreements respecting the Premises not expressly set forth herein are null and void. Any and all amendments to this License shall be in writing and executed by the Parties.

Section 16. Termination. City shall have the right to terminate this License, with or without cause, upon thirty (30) days prior written notice to Licensee. City shall have no liability for any claims or damages resulting to Licensee as a result of any exercise by City of its right to terminate this License. This License may be terminated at the discretion of City should Licensee fail to fulfill its requirements as specified herein.

Section 17. Hazardous Materials. Licensee agrees that it will not allow or permit the use, storage, disposal or release on or about the Premises other improvements thereon of any Hazardous Materials by its officers, agents, contractors, employees, guest or invitees. As used herein, "Hazardous Materials" means any flammable explosives, radioactive materials, asbestos, PCB's, hazardous waste, toxic substances or any other "hazardous substances," "hazardous materials" or "toxic substances" as defined in any present or future federal, state or local law applicable to Premises or the improvements thereon, and the rules and regulations adopted or promulgated under or pursuant to the foregoing laws.

Section 18. Breach and Default by Licensee.

A. All covenants and agreements contained in this License are declared to be conditions of this License, and to the term for which the Premises are licensed to Licensee.

B. Should Licensee fail to perform or comply with any covenant, condition or agreement contained in this License (a "Default"), which by its nature is reasonably and practically subject to cure, and the Default is not cured within fifteen (15) days after written notice of the Default is served on Licensee by City, then Licensee shall be in breach of this License.

C. If the default is one which the Parties determine requires more than fifteen (15) days to cure, Licensee commence action to cure within such fifteen (15) days and prosecute such cure diligently until completion within a reasonable time. Licensee's failure to complete such cure within a reasonable time shall also constitute a default by Licensee.

Section 19. Amendment; Waiver. No term or provision of this License may be amended, altered, modified or waived orally or by course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of each Party. No waiver by either Party of any provision of this License, or waiver of any breach of this License, shall be deemed to be a waiver of any other provision of this License, or of any subsequent breach by either Party of the same or any other provision of this License.

Section 20. Governing Law; Venue. This License is to be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the courts in San Bernardino County and the federal courts in Riverside County.

Section 21. Attorneys' Fees. If either Party to this License brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court.

Section. 22. Counterparts. This License Agreement may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument.

Section 23. Severability. If any particular provision of this License is held invalid or unenforceable for any reason by a court of competent jurisdiction, this License shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Executed on the 5th day of July, 2022, at Redlands, California

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

FIX AUTO REDLANDS

_____
Maureen Holmes, CEO

EXHIBIT "A"

Legal Description: APN 0292-184-18-0000 and a portion of APN 0292-184-05-0000.

The addresses of the parcels are 1341 W. Redlands Boulevard and portion of 1301 W. Redlands Boulevard.

Depicted as:



LICENSE AGREEMENT BY AND BETWEEN THE CITY OF REDLANDS AND GARY'S AUTO SALES INCORPORATED

This License Agreement ("License") is made and entered this 5th day of July, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and Gary's Auto Sales, a California stock company ("Licensee"). City and Licensee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Licensee is the owner and operator of an auto sales business located at 1551 West Park Avenue in the city of Redlands; and

WHEREAS, City is the owner in fee simple of the City of Redlands Corporate Yard ("Yard") located at 1270 W. Park Ave. and 1301 W. Redlands Blvd., Redlands, CA 92373 and particularly described in Exhibit "A" attached hereto and incorporated by reference herein; and

WHEREAS, Licensee desires to provide its customers with an auto storage venue within City's Yard; and

WHEREAS, City and Licensee desire to enter into this new License to set forth terms and conditions under which City will license a portion of the Yard to Licensee; and

WHEREAS, City and Licensee desire to cooperate to further the above-stated purpose in a way compatible with the public interest.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and Licensee agree as follows:

AGREEMENT

Section 1. Premises. City hereby grants to Licensee a revocable, nonexclusive license to provide auto storage services within City's Yard in connection with the operation of Licensee's auto sales business located at 1551 West Park Avenue (the "License"). The auto storage area subject to this License consists of approximately twenty thousand nine hundred and twenty three (20,923) square feet located at 1270 W. Park Ave. and 1301 W. Redlands Blvd., Redlands, CA 92373 (the "Premises") and is more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference.

Section 2. Acknowledgment of License and Disclaimer of Tenancy.

A. Licensee acknowledges and agrees that City is the owner of the Premises and that nothing in this License grants to Licensee any right, title or interest in the Premises, except for the revocable, non-exclusive right to use the Premises as provided in this License. Licensee is not a tenant or lessee of City and holds no rights of tenancy or leasehold in relation to the Premises.

B. In consideration of City's grant of this License, Licensee specifically and expressly waives, releases, and relinquishes any and all rights to assert any claim of right, privilege or interest in the Premises other than the rights expressly granted by the License.

C. The consideration paid by Licensee pursuant to Section 4 of this License is consistent with the value of the rights comprising the License privilege; the consideration is not consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Premises.

D. Licensee further acknowledges and agrees that without the representations and agreements set forth herein, City would not enter into this License.

Section 3. Term. The term of this License shall commence on July 5, 2022, and end on July 5, 2024, unless earlier terminated as provided for herein. Either Party may terminate this License by providing written notice of such termination to the other Party at least thirty (30) days prior to the noticed termination date. Upon termination or expiration of this License, and upon request of Licensor, Licensee shall remove, as requested by Licensor, any improvements, fixtures, equipment and other personal property placed upon the Premises by Licensee. The cost and expenses of such removal, together with the repair of any damage occasioned thereby, will be borne solely by the Licensee. If Licensee remains in possession of the Premises after expiration or earlier termination of this License without City's written consent, Licensee's continued occupancy of the Premises shall be equivalent to a tenancy at sufferance and Licensee shall pay an increased License fee during the holdover period in the sum of two thousand dollars ($2,000) per month.

Section 4. License Fee. Licensee shall pay to City a monthly fee in the sum of two thousand dollars ($2,000) for use and occupancy of the Premises. The initial monthly fee payment shall be paid to City prior to July 28, 2022. All subsequent monthly fee payments shall be made prior to the second day of each month for which the fee is then due. All payments are to be made payable to the City of Redlands, Finance Department/Revenue Division, P.O. Box 3005, Redlands, California, 92373. A late fee of fifty dollars ($50) shall be added and due for any fee payment made after the tenth day of the month.

Section 5. Security Deposit. A security deposit shall be paid to the City in the amount of two thousand dollars ($2,000) and shall be retained by City to secure compliance with the terms and conditions of this License, and shall be refunded to Licensee within thirty (30) days after the Premises have been vacated by Licensee, less any amounts reasonably necessary to pay City for, (i) cleaning costs, (ii) cost for repair or damages to the Premises exclusive of ordinary wear and tear, and (iii) any other amount legally allowable under the provisions of this License. A written accounting of said costs and damages shall be presented to Licensee within ten (10) days of the Premises being vacated. If the security deposit is insufficient to pay City for such costs and damages, Licensee shall immediately pay any additional costs for damages demanded by City.

Section 6. Use of Premises.

A. The Premises shall be used by Licensee solely for the purpose of auto storage associated with Licensee's operation of its auto sales business and no other uses.

B. The hours of operation for the Premises shall be limited to 8:00 a.m. to 5:00 p.m., Monday through Friday.

C. Licensee's use of the Premises shall not jeopardize or endanger the health, welfare, peace, or safety of persons visiting, residing, working, visiting or conducting business in the surrounding area.

D. During the term of this License, Licensee shall comply with all applicable federal, state, and local laws, and all applicable rules and regulations established by City including, but not limited to, City's Municipal Code provisions governing City owned property and in compliance with the annual City business license tax.

E. Licensee shall not perform any auto repairs, wash down/detailing activities or work of any kind on the Premises.

F. Licensee shall secure entry gate to the Premises to the satisfaction of the City.

G. Licensee shall require all customers to vacate the Premises upon closure of its auto storage business at 5:00 p.m.

H. Licensee shall be responsible for ensuring that all gates leading in and out of leased area remained locked at all times when not directly in use.

J. Licensee's operation of the Premises shall not result in nuisance activities within the Premises or in close proximity of the Premises, including but not limited to disturbance of the peace, illegal drug activity, public drunkenness, drinking in public, harassment of passersby, gambling, prostitution, sale of stolen goods, public urination, theft, assaults, batteries, acts of vandalism, littering, loitering, graffiti, illegal parking, excessive loud noises especially in the late night or early morning hours, traffic violations, curfew violations, lewd conduct, or police detentions and arrests.

K. Licensee shall ensure that the Premises' upkeep and operating characteristics are compatible with, and will not adversely affect, the livability or appropriate development of abutting properties and the surrounding neighborhood.

L. Licensee hereby grants City immediate access to the Premises in the event of an emergency; which is defined as any incident that threaten loss of life or property, interruptions of public utilities, disaster, war, acts of terrorism, strikes or similar emergencies.

Section 7. As-Is Conditions. Licensee accepts the Premises in its "as-is" condition as of the Effective Date of this License, without any warranty, express or implied.

Section 8. Maintenance of Premises. Licensee shall be responsible for maintaining the Premises in a clean and orderly state. Any damage to the Premises incurred due to Licensee's use of the Premises shall be the sole responsibility of Licensee. City shall have the right to enter the Premises, at reasonable times, for inspection and maintenance purposes. Should an inspection by City disclose the need for maintenance or repairs, City shall provide Licensee with written notice of the items requiring repair or maintenance. If action is not taken on such items by Licensee within five (5) days from the provision of such notice, City may enter the Premises and take whatever action is necessary to perform such maintenance or repairs at Licensee's expense.

Section 9. Improvements. Licensee shall not construct any fencing or improvements to the Premises without the prior written consent of City. All proposals for improvements to the Premises shall be submitted in writing to City for its consideration and prior written approval. Licensee shall have the right to remove all improvements made to the Premises by Licensee, provided such removal results in no damage to the Premises. Improvements not removed by Licensee shall, on expiration or earlier termination of this License, become the property of City. Lighting may be incorporated in such a way to prevent glare onto, or direct illumination of any adjacent properties. Improvements shall be placed only within the location shown in Exhibit "A." Licensee shall cause the improvements to be constructed, rehabilitated or installed in compliance with applicable laws, including federal, state, and local laws and regulations.

Section 10. Indemnity. Licensee shall indemnify, defend and protect and hold City, and its elected and appointed officials and employees, agents and volunteers harmless from and against all claims, causes of action, damages, losses, liabilities, cost and expenses (including without limitation, reasonable attorney's fees and consultant fees and costs) caused by or arising in connection with the use of the Premises and entry onto the Premises by Licensee and/or its employees and customers, invitees, agents and representatives. Licensee's indemnification and defense obligations pursuant to the foregoing shall apply, without limitation to: (1) personal injury, property damage or destruction and nuisance; (ii) contamination of the Premises; (iii) any liens, demands, actions or suits arising from the use of the Premises; and (iv) any costs of enforcement of any provision of this Agreement. This section shall survive any termination of this License.

Section 11. Public Liability and Property Damage Insurance; Worker's Compensation Insurance. Licensee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the activities hereunder and the results of that activity by Licensee, its agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
4. **Garage Keepers Legal Liability**: Insurance appropriates to the Licensee's profession, with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If Licensee maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the activities or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this Agreement, the Licensee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)
If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the Agreement or the beginning of activities under the Agreement.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement activities.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the Agreement's effective date, the Licensee must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of the Agreement activities.

Verification of Coverage

Licensee shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 12. Assignment Prohibited. Licensee shall not encumber, assign, sublease or otherwise transfer this License, or any right or interest therein, without the prior written consent of City. Any such encumbrance, assignment, sublease or transfer without such prior consent and approval of City shall constitute a breach of this License and may, at the sole discretion of City, result in the immediate termination of this License.

Section 13. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this License, the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 14. Notices. Any notice or other communication required, or which may be given, pursuant to this License, shall be in writing. Any such notice shall be deemed delivered (i) on the day of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic email transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice of in accordance with this section:

CITY:

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

LICENSEE:

Gary's Auto Sales
Maureen Holmes, CEO
1551 W. Park Avenue
Redlands, CA 92373
Maureen.holmes@fixautousa.com
909-307-1077

Section 15. Entire Agreement/Amendment. This License constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any prior verbal or written representations or agreements respecting the Premises not expressly set forth herein are null and void. Any and all amendments to this License shall be in writing and executed by the Parties.

Section 16. Termination. City shall have the right to terminate this License, with or without cause, upon thirty (30) days prior written notice to Licensee. City shall have no liability for any claims or damages resulting to Licensee as a result of any exercise by City of its right to terminate this License. This License may be terminated at the discretion of City should Licensee fail to fulfill its requirements as specified herein.

Section 17. Hazardous Materials. Licensee agrees that it will not allow or permit the use, storage, disposal or release on or about the Premises other improvements thereon of any Hazardous Materials by its officers, agents, contractors, employees, guest or invitees. As used herein, "Hazardous Materials" means any flammable explosives, radioactive materials, asbestos, PCB's, hazardous waste, toxic substances or any other "hazardous substances", "hazardous materials" or "toxic substances" as defined in any present or future federal, state or local law applicable to Premises or the improvements thereon, and the rules and regulations adopted or promulgated under or pursuant to the foregoing laws.

Section 18. Breach and Default by Licensee.

A. All covenants and agreements contained in this License are declared to be conditions of this License, and to the term for which the Premises are licensed to Licensee.

B. Should Licensee fail to perform or comply with any covenant, condition or agreement contained in this License (a "Default"), which by its nature is reasonably and practically

subject to cure, and the Default is not cured within fifteen (15) days after written notice of the Default is served on Licensee by City, then Licensee shall be in breach of this License.

C. If the default is one which the Parties determine requires more than fifteen (15) days to cure, Licensee commence action to cure within such fifteen (15) days and prosecute such cure diligently until completion within a reasonable time. Licensee's failure to complete such cure within a reasonable time shall also constitute a default by Licensee.

Section 19. Amendment; Waiver. No term or provision of this License may be amended, altered, modified or waived orally or by course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of each Party. No waiver by either Party of any provision of this License, or waiver of any breach of this License, shall be deemed to be a waiver of any other provision of this License, or of any subsequent breach by either Party of the same or any other provision of this License.

Section 20. Governing Law; Venue. This License is to be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the courts in San Bernardino County and the federal courts in Riverside County.

Section 21. Attorneys' Fees. If either Party to this License brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court.

Section 22. Counterparts. This License Agreement may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument.

Section 23. Severability. If any particular provision of this License is held invalid or unenforceable for any reason by a court of competent jurisdiction, this License shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Executed on the 5th day of July, 2022, at Redlands, California

CITY OF REDLANDS

_____

Paul T. Barich, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

GARY'S AUTO SALES

_____

Maureen Holmes, CEO

EXHIBIT “A”

Legal Description: APN 0292-184-18-0000 and a portion of APN 0292-184-05-0000.

The addresses of the parcels are 1341 W. Redlands Boulevard and portion of 1301 W. Redlands Boulevard.

Depicted as:



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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration 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 (City Clerk Donaldson)

MOTION(S):

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

1. Mayor requests the City Clerk to read the title of Ordinance No. 2935.

I move to waive further reading of Ordinance No. 2935 and introduce Ordinance 2935.

RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 2935.

DISCUSSION:

Government Code Section 84615 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, so long as the filer receives contributions or makes expenditures totaling two thousand dollars ($2,000) or more in a calendar year. Government Code Section 84615 also prescribes the criteria that must be satisfied by a local government agency that requires online or electronic filing, which includes the adoption of an ordinance approving the use of online or electronic filing.

Pursuant to the provisions of the Political Reform Act and Fair Political Practice

Commission (FPPC) regulations, the City Clerk's office is responsible for administering the annual report of the Statements of Economic Interest (Form 700), as well as receiving and maintaining campaign statements related to municipal elections (Forms 460, 470, etc.).

In an effort to ensure compliance with new legislation that requires the posting of redacted Campaign Disclosure Statements on the City's website (AB 2151), provide a more structured and secure process for all filers, and to create increased efficiencies in the City Clerk's office, the City Clerk has 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. The cost for NetFile is $7,100 per year and is included in the City Clerk's approved budget for FY 2022-23.

As noted above, transitioning Campaign Disclosure Statement filers to electronic filing requires the City Council's consideration and approval of an ordinance. The proposed ordinance prescribes the criteria that must be satisfied by a local government agency pursuant to Government Code Section 84615 and provides procedures for utilizing online filing. The electronic filing system will be available free of charge to filers and will be available to the public for viewing. The electronic filing system provides for a streamlined paperless and secure system to meet the demand for digital and transparent systems.

The City Clerk's office staff will assist filers as needed and NetFile offers free online training that will cover the entire electronic filing process. This will include the set-up of filer accounts, explaining the online filing process, showing how to input data and save reports, preparing statements for e-signature, and finalizing statements for electronic filing.

Implementation of the NetFile system and adoption of this ordinance will promote transparency and make it more convenient for elected officials, candidates, staff, committees, consultants and the public. It provides 24-hour filing and viewing accessibility of campaign finance information from any computer, anywhere. In certain instances, the NetFile program will also increase accuracy of filed campaign statements by prohibiting any filings that may have inadvertently omitted required information under the Act (i.e., missing addresses or stated occupation of individual donors).

ALTERNATIVES:

The City Council could continue the item until the first meeting in September 2022.

STRATEGIC PLAN:

Priority C - Equity and Inclusion: Objective 1 - Communication and Engagement
Priority D - Sustainability: Objective 1 - Fiscal Planning, providing for paperless filing

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:

There is no fiscal impact associated with the proposed introduction of the Ordinance. No additional appropriations are necessary to cover the cost of the NetFile Software.

Attachments

Ordinance No. 2935 E-Filing Campaign Disclosure Statements

ORDINANCE NO. 2935

AN ORDINANCE OF THE CITY OF REDLANDS ADDING CHAPTER 2.74 TO THE REDLANDS MUNICIPAL CODE REGARDING ELCTRONIC FILING OF FAIR POLITICAL PRACTICES COMMISSION CAMPAIGN FINANCE DISCLOSURE STATEMENTS AND STATEMENT OF ECONOMIC INTEREST

WHEREAS, California Government Code Section 84615 provides that a legislative body of local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports or other documents required by Chapter 4 of the Political Reform Act, except those whose contributions and expenditures each total less than two thousand dollars ($2,000) in a calendar year, to file such statements, reports, or other documents online or electronically with the City Clerk; and

WHEREAS, the City Clerk has identified and acquired NetFile, a software web-based system (System) that complies with the requirements of Government Code Section 84615; and

WHEREAS, the System has been certified by the Secretary of State; and

WHEREAS, the City Council expressly finds and determines that the System contains multiple safeguards to protect the integrity and security of the data, and will operate securely and effectively and will not unduly burden filers pursuant to Government Code Section 84615; and

WHEREAS, the City Clerk and NetFile will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.

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

Section 1. Chapter 2.74 is hereby added to Title 2 of the Redlands Municipal Code to read as follows:

"CHAPTER 2.74
ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTEREST

2.74.010: Purpose and Authority
2.74.020: Findings
2.74.030: General Application
2.74.040: Procedures for Utilizing Online Filing
2.74.050: Availability of Statements for Public Review
2.74.060: Record Retention

2.74.010 PURPOSE AND AUTHORITY

That the purpose of this Ordinance is to require the filing of Campaign Disclosure Statements and Statements of Economic Interest by elected officials, candidates, staff, consultants or committees electronically. The City Council enacts this ordinance in accordance with the authority granted to cities by State law.

2.74.020 FINDINGS

A. California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports, or other documents online or electronically with the City Clerk.

B. In any instance in which the original statement is required to be filed with the Secretary of State and a copy of that statement is required to be filed with the local government agency, the ordinance may permit that the copy be filed online or electronically.

C. The City Council expressly finds and determines that the City's web-based System contains multiple safeguards to protect the integrity and security of the data, and will operate securely and effectively and will not unduly burden filers; and

D. The City Clerk will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615 and any other applicable laws.

2.74.030 GENERAL APPLICATION

A. Any elected officer, candidate, or committee required to file statements, reports or other documents ("Statements") as required by Chapter 4 of the Political Reform Act (California Government Code Section 84100 et seq.) shall file such Statements using the City's online system according to procedures established by the City Clerk. These procedures shall ensure that the online system complies with the requirements set forth in Section 84615 of the Government Code.

B. The online filing system shall ensure the integrity of the data transmitted and shall include safeguards against efforts to tamper with, manipulate, alter, or subvert the data.

C. The online filing system shall only accept a filing in the standardized record format that is developed by the California Secretary of State pursuant to Section 84602(a)(2) of the California Government Code and that is compatible with the Secretary of State's system for receiving an online or electronic filing.

2.74.040 PROCEDURES FOR UTILIZING ONLINE FILING

A. Commencing with the effective date of this ordinance, elected officers, candidates, or committees required to file statements must file such statements electronically, unless exempt from the requirement to file online pursuant to Government Code Section 84615(a) because the officer, candidate, or committee receives less than $2,000 in contributions and makes less than $2,000 in expenditures in a calendar year. All other individuals required to

file Statements of Economic Interest according to the City's adopted Conflict of Interest Code shall file electronically.

B. The electronic filing system shall include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury pursuant to Section 81004 of the Government Code.

C. Any elected officer, candidate, or committee who has electronically filed a statement using the City's online system is not required to file a copy of that document in paper format with the City Clerk.

D. The City Clerk shall issue an electronic confirmation that notifies the filer that the Statement was received; the notification shall include the date and the time that the Statement was received and the method by which the filer may view and print the data received by the City Clerk. The date of filing for a Statement filed online shall be the day that it is received by the City Clerk.

E. If the City's system is not capable of accepting a Statement due to technical difficulties, an elected officer, candidate, or committee shall file that Statement in paper format with the City Clerk.

F. The online filing system shall enable electronic filers to complete and submit filings free of charge.

G. The City Clerk is authorized to adopt such additional administrative policies and procedures as deemed necessary to implement, and not otherwise in conflict with, this Chapter.

2.74.050 AVAILABILITY OF STATEMENTS FOR PUBLIC REVIEW.

A. The City's system shall make all the data filed available on the Internet in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. The data made available on the Internet shall not contain the street name and building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. The City Clerk's office shall make a complete, unredacted copy of the statement available to the Fair Political Practices Commission for 87200 filers.

B. The City Clerk's office shall maintain, for a period as described in the City's adopted records retention schedule, a secured, official version of each online or electronic statement which shall serve as the official version of that record for purpose of audits and any other legal purpose."

2.74.060 RECORDS RETENTION.

A. The City Clerk's office shall maintain records according to the City's records retention schedule and applicable State law commencing from the date filed, a secured, official version of each online or electronic statement, report, form, or other document, which shall serve as the official version of that record."

Section 2. The City Council finds and determines that the adoption of this Ordinance is exempt from the California Environmental Quality Act under State CEQA Guidelines Section 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 Section 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 3. 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 4. The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
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. 2.**

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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 (Assistant City Manager McConnell)

MOTION(S):

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

I move to approve an agreement with George Hills Company, Inc. to provide third party 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.

RECOMMENDATION:

Staff recommends that Council approve the agreement with George Hills Company, Inc. for the administration of the City's Liability Claims.

DISCUSSION:

The City contracts with a Third Party Claims Administrator ("TPA") to facilitate the day-to-day operations of claims management and ensure that the City complies with the Government Code relating to Claims against a Public Entity. Allowing the City to delegate administrative duties as provided for in Resolution No. 7830 will ensure the City continues to meet timeliness requirements, such as reporting to the City's Excess Carrier, meeting statute limitations, and gathering of information in regards to claims. This also enables the Third Party Administrator to engage claimants one-on-one and provide expedited customer service that may prevent claims from escalating beyond this

process.

In April 2022, the City issued a Request for Proposals ("RFP") for Third Party Liability Claims. The RFP specified the following services from the Claims Administrator: Claims Administration, Investigative Services, Adjustment Services, and Administrative Services. The City received four (4) responses to its request. The criteria for evaluation consisted of professional quality of service, expertise and experience with the California public sector, value-added services, organizational stability and strong references. The responses were reviewed and evaluated by staff. After careful consideration, George Hills Company, Inc., our current TPA, was selected as the successful candidate. George Hills Company, Inc. proven dedication, support and experience to the City was key in continuing our contract. The term of the agreement is from July 5, 2022, through June 30, 2025, with an option to extend for two additional years.

ALTERNATIVES:
N/A

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

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

PREPARED BY:
Liz Marin, HR Manager

Fiscal Impact

Fiscal Year:	2022/23
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Discussion:	

According to the terms of the City's agreement with George Hills Company, Inc., annual pay to the Third Party Administrator is based on time and expense incurred in the form of adjuster's fees at $94.00 per hour, not to exceed $69,000 for fiscal year 2022/23. A 3% COLA will be required each subsequent fiscal year. Sufficient funds are available in the City's Liability Fund and in future years, costs will be included as part of the Department's subsequent funding requests.

Attachments

Agreement with George Hills Company, Inc.

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of claims adjusting and administration services ("Agreement") is made and entered in this 5th day of July, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and George Hills Company, Inc. a California 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 claims adjusting and administration services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Tommi Ng, Assistant Human Resources/Risk Management 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 "A," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of three (3) years beginning July 5, 2022 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to 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 The total annual compensation for Consultant's performance of the Services is specified in Exhibit B, "Fee Schedule," which is fully incorporated herein. Fees and expenses to be paid to Consultant shall not exceed the amount of Eighty Thousand Dollars ($80,000) per fiscal year commencing on the Effective Date, with two additional one-year renewal options bringing the total to an amount not-to-exceed Four Hundred Thousand Dollars ($400,000). City shall pay Consultant on a time and materials basis up to the not-to-exceed amount in accordance with Exhibit "B" titled "Fee Schedule" which is attached hereto and incorporated herein by reference.

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

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

City:

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

CONSULTANT:

John E. Chaquica
George Hills Company, Inc
PO Box 278
Rancho Cordova, CA 95741
john.chaquica@georgehills.com
Phone: (916) 859-4824
Fax: (714) 596-7798

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.

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.

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

GEORGE HILLS COMPANY, INC.

By: _____
John E. Chaquica, Chief Executive Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES AND CLIENT EXPRESSED AUTHORITY AND LIMITATIONS UNDER THE CONTRACT

This Exhibit A is intended to provide the scope of services and specific service expectations in this Agreement, that would not otherwise require revision during the contract period, and which may differ from or elaborate upon our Client Service Profile. Services to be provided by George Hills Company ("GH") on behalf of City of Redlands ("City") may include all or some of the following,

I. SERVICES INCLUDED IN THE CONTRACT

A. General Administrative Services

Throughout each year GH performs numerous functions which support claims administration on behalf of the City, but do not include any claims handling, and are performed by non-claims personnel. Additionally, in the first year of a new client there are several "on-boarding" services that are general and administrative in nature. Below is a list of such services which are included within the terms of this Contract:

1) Access to CMIS and training.
2) A monthly listing of open claims, showing expense categories, reserves, and total incurred.
3) Monthly claim summary reports.
4) Providing loss run data and required reports.
5) Providing annual reports to outside agencies.
6) Filing of regulatory reports (such as 1099, W-9, etc.).
7) Establish and maintain a trust fund to pay indemnity and expenses that may be due on claims. The amount to be maintained in the trust fund shall be determined by City.
8) If the trust fund is not set-up with the GH preferred bank—California Bank & Trust, there may be an additional set-up fee (other banks processes can be extraordinarily time consuming).
9) New bank account set up (signature cards, test checks, online access, set up bank in CXP).
10) Discussion and agreement on the Approval process.
11) Process checks weekly.
12) Submit positive pay if applicable/monitor positive pay (review daily emails from bank for exceptions).
13) Maintain a copy of all checks drawn by GH to pay claims and claims related expenses.
14) Submit monthly check registers of all transactions made for the period.
15) Monitor account balance, prepare replenishment requests as needed (customize request for each client's need).
16) Monthly bank reconciliation (prepared and sent to City).
17) Special reports that requested to go with billing invoices (by member, claim type, etc.).
18) Payment of invoices that are pass-throughs (i.e., invoices for medical record copies, ExamWorks, etc.).

19) Certificates of insurance as required by the Contract.

B. Investigative Services

1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all City losses but not to include extraordinary investigative services outside the expertise of GH.
3) In the event City or other agency conducts any investigation, and upon Client's request, GH shall review and analyze for liability and/or damage issues and for possible additional follow-up investigation.
4) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
5) Undertake items of investigation requiring special handling for CITY at the direction of the CITY's Attorney or authorized representative.

C. Liability and Claim Handling Services

1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
3) GH will follow any City policy regarding tort claim rejection instructions, including rejection and return of an untimely or insufficient claim.
4) Ensure timely tort claim handling, including contact and follow-up with claimants regarding claim issues and processing.
5) Any bodily injury claim that is being pursued shall be indexed. Notice only matters or precautionary bodily injury claims that are not pursued do not need to be indexed.
6) Determine the need for defense representation, recommend legal counsel, and support litigation activity.
7) Report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
8) Maintain records on any such claim and notify City when City is about to exhaust the Self-Insured Retention.
9) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.
10) Perform periodic reviews, as needed, of City files and claims as well as statutory requirements to ensure compliance including excess insurance related requirements.
11) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting. *(See Attachment B)*
12) To the extent there is privileged information or PHI shared between agencies, which is subject to protection under HIPAA, GH shall implement all necessary measures in compliance with the Act and will execute a Business Associates Agreement (BAA).

D. Litigation Support Services

1) Upon notification by the City that litigation has been filed on an open claim, GH shall follow the litigation referral process as outlined in the Client Expressed Scope of Work Instructions form.
2) Work cooperatively with City in choosing outside counsel from approved panel, if any, and assist defense counsel in on-going litigation defense efforts.
3) Obtain and maintain a Litigation Plan and Budget.
4) Review legal bills for compliance with Litigation Plan and Budget; Review, evaluate and adjust defense counsel invoices for legal services.
5) Cooperate with and assist defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
6) Assist in responding to discovery or preparing discovery.
7) At the request of the City, attend mandatory settlement conferences on behalf of City.
8) At the request of the City, appear on behalf of City in small claims actions filed against City on open claims handled by GH.
9) Review and evaluate case evaluations, correspondence and status reports forwarded to GH by counsel. Regularly discuss, review, and direct investigation, discovery, and case strategy with counsel.
10) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the City.

E. Reports and Procedures

1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide City with a report pursuant to specified claims handling instructions, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, GH will report as often as warranted by any important change in status but no longer than every ninety (90) days until the claim closes unless extended diary is appropriate.
2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the GH in connection with this contract shall be City's property and constitute the GH's work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the City is the property of GH. Additional copies of original reports, documents, and data requested by City will be at City's expense in accordance with this contract.
3) GH agrees that City have access and the right to audit and reproduce any of the GH's relevant records to ensure that the City is receiving all services to which the City is entitled under this Contract or for any purpose relating to the Contract.

F. Data

1) Utilize GH's claims management system—CXP (ClaimsXpress), or a substantially similar equivalent with comparable features and functionality. City will be provided "read-only" access to the claims system. "Read-write" access may be obtained at the City's additional expense.

2) Record all claim information including all financial data.
3) Provide City and broker Read only on-line access to the claims data system (up to five users), if desired by City.
4) Provide monthly standard loss run and check register.
5) Provide annual claims data report upon request. Written authorization and/or a Business Associate Agreement may be required for confidential information protected by HIPAA.
6) Provide assistance to City in developing customized reports when requested (may require additional charge).
7) Arrange for electronic file conversion for any open and closed claims at the direction of City.

G. Claim Review Meetings

GH shall, on a mutually agreed periodic basis, meet with City to review and discuss the City's claims inventory and claims results of specified periods and delivery of services by CLAIM ADMINISTRATOR.

H. Financial Accounting

1) Establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the City.
2) Maintain a copy of all checks drawn by the GH to pay claims and claims related expenses.
3) Submit monthly check registers of all transactions made for the period.
4) Complete or update Attachment B "Preferred Method of Check Processing" for check processing options.
5) Approval process shall be documented in GH Client Expressed Scope of Work Standards and Instruction Form.
6) GH will provide monthly bank reconciliation reports to City for audit purposes.

I. Third Party Subrogation Services

1) GH personnel are well versed in the identification, handling, and pursuit of subrogation claims arising out of CLAIMS which are the subject of this Contract. Included within this contract, GH will perform the following functions:
2) Identify potential opportunities to recover from persons, businesses, and entities other than the City.
3) Prepare and file a claim with each identified entity.
4) As applicable, tender defense to or seek recovery from any identified entity.
5) With the assistance of counsel, prepare and file any necessary litigation required to effect the claim of recovery on behalf of the City
6) Manage litigation related to such claims made to other person, businesses or entities

J. First Party Subrogation Services

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of City. GH does not handle subrogation claims with a value of less than $1000. For any claim in excess of $1,000, City may retain GH for Subrogation Services. Our services are unique to a first party loss of the City caused

by the intentional or negligent act of a third party. Such losses generally are for the recovery of damages, and may include:

1) Labor costs, fully loaded and including benefit costs, for district or other personnel responding to or in any manner providing services;
2) Services or materials provided by outside vendors or contractors;
3) Internal or external vehicle or equipment use and/or rental;
4) Materials and/or goods utilized for the repair/replacement of damaged property; and/or
5) Additional fees that may be specific to the individual entity that are provided for within district ordinances or other governing documents.

II. CLIENT EXPRESSED AUTHORITY AND LIMITATIONS

The list immediately below contains numerous services provided in this Contract for which GH requests the City expressly establish authority and/or limitations, on the ability of GH to act on behalf of the City. The City will check the appropriate box establishing the authority of GH to act or the limitation as to that authority.

INVESTIGATION:

☐ George Hills will conduct all investigations

☐ City will conduct all investigations

☒ City will direct GH on each claim as to who performs investigations

In the event the Client or other agency conducts any investigation, GH shall review for completeness.

Retention of Vendors (appraisers, translators, copy services, Independent Adjuster, IME's, Surveillance, etc.):

☒ Must be preauthorized by City

☐ Does not need preauthorization

REJECTION OF CLAIMS:

City's position regarding rejections (*e.g., if entity so dictates, a claim will be rejected for insufficiency)*. Check all that apply.

Protocols for Rejections

☒ GH needs authorization

☐ GH does not need authorization

☒ GH sends the Rejection

☐ City sends the Rejection

☐ GH sends out Denial Letter simultaneously with Rejection outlining the reason

LITIGATION:

Check all that apply.

☐ GH will handle litigated claims
- ☐ Full
- ☐ As assigned
- ☐ Check Issuance and Data Input
- ☐ Data Input only

☒ City will handle litigated claims in-house, with GH to capture data into SIMS
- ☐ City will send data to GH weekly
- ☐ City will send data to GH monthly

Mandatory Settlement Conferences

☐ GH always attends

☒ At City request only

Small Claims Actions filed against City

☐ GH always appears

☒ At City request only

Legal Counsel

☒ GH must have City authorization to refer to outside Legal Counsel

☐ GH does not need City authorization to refer to outside Legal Counsel

☐ GH must use City approved Legal Panel for Attorney selection

☒ City does not have an approved Legal Panel for Attorney selection

☐ All Litigation to be handled by City in-house Legal

☐ GH always sends Litigation Assignment packets to Legal Counsel

City specific Litigation Guidelines: ☐ Yes ☐ No

City specific Litigation Referral Form/Letter: ☐ Yes ☐ No

City specific Litigation Budget Form: ☐ Yes ☐ No

Pay fees for Experts, photocopies, medical records as: ☒ Expense ☐ Legal

EXCESS REPORTING:

☒ GH will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

☐ City will report claims to the excess insurer in compliance with excess carrier's reporting requirements and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.

AUTHORITY LEVELS:

Reserve within SIR:

☐ $0.00 Other: $ (specify amount)

Adjuster must seek approval from (client contact) to post indemnity reserves above authority level.

Medical Treatment:

☐ Medical Authorizations should only be sent to the claimant once liability is determined to be adverse to the City.

☐ Medical Authorizations should go out as soon as it is determined that a BI claim is being pursued.

CLAIMS EXCEEDING SIR:

☐ GH stops tracking activity once the SIR has been reached.

☒ GH will continue to track all activity at and/or above the SIR. The Excess JPA/Carrier will provide GH with activity documentation above the SIR.

☐ GH will reserve to Full Value and track recoveries.

THIRD PARTY SUBROGATION SERVICES:

☐ GH is authorized to initiate third party subrogation claims on behalf of City

☒ GH must obtain authorization to initiate third party subrogation claims on behalf of City.

FIRST PARTY SUBROGATION SERVICES:

☐ City elects to incorporate the first party subrogation services of GH into the contract

☒ City authorizes GH to initiate first party subrogation claims on behalf of City

☐ City agrees to the additional compensation payable to GH for its first party subrogation services as follows:

GH shall be entitled to _____% of the gross recovery for each claim initiated by GH through its first party subrogation efforts.

☒ City agrees to the terms and conditions stated in Attachment B, Subrogation Services.

EXHIBIT "B"
FEE SCHEDULE

The following compensation, fees and expenses, shall be paid in consideration for the services provided by Consultant as described in this Agreement to Perform Professional Services under Article 5 – Payments to Consultant, which has been agreed to, including claims activity. This section shall remain in force and services provided during the term of this Contract, unless otherwise amended by the parties.

The amounts to be paid pursuant to this Agreement are detailed in two distinct areas of services:

First, under subsection 1) below, "Fees for Claims Administration Services"; and

Second, under subsection 2) below, "Reimbursable Costs and Expenses" which specifically relate to provision of claims handling services which is the subject of this Contract.

The fees and expenses/costs will be billed together monthly in our standard invoice format. Additionally, if the City elects any optional services identified in this section, such as First Party Subrogation Services or any of the identified Optional Services, such agreed upon additional amounts will also be billed together monthly where applicable.

1) **Fees for Claims Administration Services**

   Client agrees to pay a fixed fee of $69,000 per year for the first year of its engagement with GH, in exchange for the claim administration and handling services described in this Agreement and the Exhibits hereto.

   The fixed fee is a base fee and subject to re-evaluation in the event that the claim volume increases or decreased by more than 10%. The City agrees that the base number of claims is 70.

2) **Reimbursable Costs and Expenses**

   a. **Annual Administration Fee:** City agrees to pay an annual administration fee of $10,000 which is billed annually at the beginning of the Agreement period and thereafter upon the anniversary of the Agreement.

   b. **Mileage – Adjuster**: Mileage is paid at the IRS rate.

   c. **MMSEA**: There is a $500 annual reporting fee which is paid directly to ExamWorks, for the performance of CMS reporting.

   d. **Adjuster Travel Expenses:** GH will separately charge for any travel expenses in connection with attendance at mediations, settlement conferences, trials, etc. This will be subject to prior approval and that actual

expenses with no mark-ups will be submitted with receipts on a monthly basis.

e. **System Access Fee:** Access to the claims management information system, "CMIS", carries a cost of $1,500 annually. That cost is included in the annual administration fee and includes the setup and management of up to five (5) "read only" user accounts. "Read/write" access to the system can be obtained for an additional fee.

f. **iMetrics Report Fee**: There will be no charge for our iMetrics business intelligence reports with executive in-person debriefs.

g. **Custom Reports**: Additional charges for custom reporting shall be defined as, requiring a third-party programmer for three hours or more and is client specific.

h. **Catastrophic Fees**: GH recognizes that there are events that are unanticipated and catastrophic. When such events occur, it requires additional hours for the handling of such claims. As such, to preserve the quality and efficiency of service for which we are known, GH proposes that should any one catastrophic event occur resulting in five or more claimants, or two or more claimants with their own defense counsel, City shall be billed at the current hourly rate for all services. Catastrophic Fees under this section only apply to City's which have selected a "Fixed Fee" or "Time and Expense with a cap" payment options.

i. **3% Annual Escalator**: All GH pricing options under this Contract are subject to an automatic annual increase of 3%. This annual increase shall take effect upon each anniversary of the Contract effectiveness date. .

j. **General File**: A general administrative file shall be established and maintained to track effort related to services necessary to fulfill our contractual obligations and not otherwise associated with a claim.

k. **Paper Files**: GH is prepared to take the lead to arrange for all services relating to conversion storage, copying, scanning, shipping, and disposal. GH will provide you a quote for any services related to storage, retrieval, copying, scanning, shipping, and disposal of paper files.

3) First Party Subrogation Services And Fees

GH is a claim administration firm experienced in the handling of first party subrogation claims and is ready and capable of performing such services on behalf of City. GH does not handle subrogation claims with a value of less than $1000. For any claim in excess of $1,000, and with prior written consent from City, GH shall initiate its Subrogation Services as described more fully in Attachment A,

Scope of Services and Client Expressed Authority and Limitations as well as Attachment A-1, Subrogation Agreement. Our services are unique to a first party loss of the City caused by the intentional or negligent act of a third party. City will pay a Subrogation Fee in the amount of 30% for each and every recovery obtained.

4) Optional Services

a. Legal Services and Consultation (Optional and upon written request):

GH employs in-house General Counsel which have vast experience in claims and litigation handling for all claims which are, or could be, subject to this agreement. GH offers the services of its attorneys as an additional resource for GH clients, on a time and expense basis, as follows:

i. Litigation Management: $175.00 per hour
These services include the oversight of all assigned GH claims adjusters and monitoring and handling of "watch list" claims (highest exposure, most complex litigation). These services are also available on a claim by claim basis in support of the Lead Adjuster assigned due to the complexity of the claims.

ii. Monitoring Counsel: $175.00 per hour
This case specific service includes evaluating coverage issues, monitoring claim and litigation strategy, analyzing liability and damage issues, participating in discussions regarding resolution by trial or settlement, and controlling costs.

iii. Outside General and Special Counsel: $175.00 per hour
These services include confidential analysis and problem solving for managing risk and avoiding unnecessary litigation and provides immediate access to legal advice This includes identifying coverage issues, providing input and assistance on Public Records Act Requests, tort claim handling and strategy, conflicts of interest, oversight of outside litigation counsel and providing legal opinions on potential and active litigation.

iv. Trial/Mediation/Board Meetings Attendance: $175.00 per hour
These services include attending Board Meetings, trial, mediation, and other court hearing attendance including appearing before Courts of Appeal. Analysis and consultation provided before, during and after these significant litigation events can reduce exposure and maximize opportunities for resolution.

v. Legal Training and Seminars: $175.00 per hour
These services include providing customized seminars and training upon request. Subject areas include memorandums of coverage, all aspects of risk management, claims handling and litigation, employment

law and general liability claims. Courses are customized to address the client's specific needs.

vi. Professional and Financial Services: $175.00 per hour
As related to risk management and loss prevention in alignment with the scope of services.

NOTE: These services are traditionally Time and Expense, however an annual fee can be considered.

I. PAYMENT SCHEDULE

GH will submit its invoices to City, and payment of undisputed amounts shall be made by City, within a reasonable period of time, not to exceed thirty (30) days from the date of the invoice.

II. ELECTRONIC FUNDS TRANSFER OR DIRECT DEPOSIT

GH has determined that the most efficient and secure default form of payment for goods and/or services provided under Contract with City shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by both GH and City and agreed to in writing.

GH will submit a direct deposit authorization request via to City with banking and vendor information, and any other information that the City determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

At any time during the duration of the Contract, GH may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and GH will explain why the payment method designated by the City is not feasible and an alternative is necessary.

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.

GEORGE HILLS CO. INC.

By:_____ Date: _____

John E. Chaquica, CEO

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an 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 (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 an agreement with Willdan Engineering in the 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.

RECOMMENDATION:

Staff recommends that City Council approve an 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.

DISCUSSION:

The Development Services Department (Department) Building and Safety Division (Division) regulates construction and occupancy of all residential, commercial and industrial buildings in order to ensure life, fire and health safety. Prior to issuance of building permits, the Division performs plan checks of all proposed construction projects which includes additions and alterations to existing buildings. Field inspections are performed on all new construction, additions, alterations and demolitions for compliance with all structural, fire, energy and life safety requirements. The responsibilities of the Division also include providing the general public with basic construction information, seismic safety information, calculating fees, and issuing building, plumbing, electrical, mechanical and demolition permits. This agreement would augment staffing in the Division during peak demand for services, in the event of any natural disasters or when a special project requires such services. These services include 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.

On March 23, 2022, staff issued a Request for Proposals (RFP) for professional services to perform on-call general architectural services. On April 13, 2022, staff received proposals from the following 7 firms:

	Vendor	Location
1	BPR Consulting Group	Palos Verdes Estates, CA
2	Bureau Veritas North America, Inc.	Irvine, CA
3	TRANSTECH Engineering, Inc.	Chino, CA
4	VCA Code Group	Orange, CA
5	CSG Consultants	Orange, CA
6	4LEAF, Inc.	Newport Beach, CA
7	Willdan Engineering	San Bernardino, 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. Willdan Engineering was identified as the consultant most qualified to perform the tasks listed in the RFP.

ALTERNATIVES:

City Council may elect not to approve the Agreement and provide alternative direction to staff. However, not approving the agreement will impact service delivery, which could potentially delay the turn-around time on permit inspections and plan review during peak demand.

STRATEGIC PLAN:

Supports Priority B - Public Health and Safety

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:	2022-23
Revenue Generating:	Yes
Appropriation Required Y/N:	N
Amount:	$120,000
Budgeted Y/N:	Y
Account No.:	101162

Discussion:

Funding for this Agreement is included in the Development Services Department Building and Safety Division Operating Budget (101162) for FY 2022-23, FY 2023-24 and will be included in the FY 2024-25 budget request.

Attachments

Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of building and safety services ("Agreement") is made and entered in this 5 day of July, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Willdan Engineering a California 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 on-call building and safety inspection, plan review, CASp consulting, emergency response and special project services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates 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 the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall commence on the Effective Date and end on June 30, 2023 (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same

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

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of one-hundred thousand dollars ($120,000) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of one hundred twenty thousand dollars ($120,000) for the first Extended Term; and one hundred twenty thousand dollars ($120,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of three-hundred thousand dollars ($360,000). For the Initial Term and each Extended Term, City shall pay Consultant 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 "Compensation," which is attached hereto and incorporated herein by this 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:

Brian Desatnik, Director
Development Services Department
City of Redlands
35 Cajon Street, Suite 20
P.O. Box 3005 (mailing)
Redlands, CA 92373

CONSULTANT:

Patrick Johnson, Director
Building and Safety
Willdan Engineering
650 E. Hospitality Lane
Suite 400
San Bernardino, CA 92408

bdesatnik@cityofredlands.org pjohnson@willdan.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 "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

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

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

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

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

WILLDAN ENGINEERING

By: _____
Patrick Johnson,
Director of Building & Safety

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Plan review - Review building plans for compliance with the current editions of the California Codes (i.e., the California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, California Green Code, Historical Code, etc.), development approvals, and other pertinent City and State regulations falling within the purview of the Building Official; provide a detailed list of deficiencies needing correction and mark up documents; make recommendations for approval of said plans when found to be in compliance, as stated above, or when they have been corrected or altered to be in compliance; and meet with various constituents, including but not limited to, architects, building designers, contractors and owner-builders, to resolve issues regarding plans being reviewed.

Inspection - Provide inspectors certified and qualified, per Subsection C below, to perform building code inspections in accordance with the current editions of the California Codes (i.e., the California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, California Green Code, Historical Code, etc.), State and City regulations and other rules and regulations within the purview of the Building Official and review the permit package to verify that the on-site condition is consistent with the City's records for development approvals, square footage, setbacks, heights, and other requirements that may be applicable. Inspectors shall be qualified to perform inspections of existing building for violations of Building Codes and Ordinances as adopted by the City; research properties for prior approvals, permit and general information relating to violations; investigate and take necessary action when a violation of City regulations exists; comply with the City's procedures for reporting inspection results and deficiencies; use City inspection summary reports; make appropriate entries onto the permit documents and other records; notify the builder of other agency approvals required prior to finalizing a building permit; maintain records as may be needed for the efficient and effective operation of the City; and meet with members of the general public and City staff on a daily basis in the City offices, if necessary.

Emergency Response - Following disasters, provide inspectors certified to perform evaluations of existing buildings for damage and/or safety assessments in compliance with accepted industry standards, as directed by the Building Official; comply with the City's procedure for reporting results; use City forms; make appropriate entries into City records and maintain records as needed for the efficient and effective operation of the City; and meet with members of the general public and City staff on a daily basis in the City offices, if necessary.

Special Projects – Participate in a variety of special projects, as needed. These projects may include, but not limited to, the preparation of engineered plan details, conducting training on a variety of code-related topics, engineering practices, temporarily perform Building Official duties, preparation of documents/handouts, and projects associated with public counter services, and similar projects. Timeline for completion of special projects shall be mutually determined by the Building Official and Willdan Engineering.

EXHIBIT "B"
COMPENSATION

SERVICE PROVIDED	ALL-INCLUSIVE HOURLY RATE
ICC Certified Plans Examiner	$120/hour
Plan Check Engineer	$135/hour
ICC Certified Building Inspector	$ 95/hour*
CASp Certified Inspector/Plans Examiner	$120/hour
Emergency Services	Rates as shown above x 1.5%
Special Projects	As mutually agreed upon depending on service
Permit Technician	$ 65/hour
Building Official Services	$135/hour

*For inspections, overtime will be charged a 1.5 factor, and mileage for inspections will be billed at the current IRS Standard Mileage Rate.

Rates will not increase through June 30, 2023. If the Agreement is extended beyond June 30, 2023, Willdan may reserve the right to increase rates once per year to the value between the 12-month % change of the Consumer Price Index for San Bernardino County area and five percent.

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.

WILLDAN ENGINEERING

By:_____ Date: _____

Patrick Johnson,
Director of Building and Safety

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of the reallocation of 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 for twelve (12) months (Assistant City Manager Boatman)

MOTION(S):

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

1. I move to direct staff to implement the Homeless Outreach Program, authorizing the expenditure of $200,000 of American Rescue Plan Act (ARPA) SLFRF funds; and

2. I move to approve 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 (12) months under the City's American Rescue Plan Act SLFRF funding allocation; and

3. I move to authorize 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.

RECOMMENDATION:

Staff recommends that the City Council directs staff to implement the Homeless Outreach Program, approving the reallocation of remaining funds from the Premium Pay program in the amount of $200,000.

Staff also recommends that the City Council authorize FCS department 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.

DISCUSSION:

The U.S. Department of the Treasury has made available $11,508,106 of Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA) to City of Redlands for the purpose of responding to the impact of COVID-19 and to expand our efforts to contain COVID-19 on our community, residents, and businesses. On March 15, 2022, the City Council approved program recommendations for the use of ARPA funds. Approximately $3,100,500 was

allocated towards the Premium Pay for Eligible Employees program, and in April 2022, a total of $2,749,336.60 was paid out to 478 eligible City employees - leaving an unused balance under this program in the amount of $351,163.40.

Several other ARPA programs previously approved by Council are underway or are in process of being launched in the coming months. Staff will provide a quarterly update on all ARPA programs in September or early October. The table below shows the currently approved programs and their status:

Program Details						
Category	Program Name	Total Budget	Beneficiaries	Benefit Amount	Program Duration	Status
Assistance to Households	Grocery Gift Card Program	$ 2,024,400.00	1687 Households	$100 Monthly	12 months	Launched May 1, 2022 with over 400 households enrolled to date
	Utility Bill Assistance	$ 450,300.00	1,002 households 1st year; 1,000 households each years 2 & 3	$25 bi-monthly	3 - years	Slated to launch in September 2022 - Software request in process to support this program
Services for Unhoused	Steps 4 Life	$ 126,750.00	Unhoused Individuals	Not to exceed $30,000 per fiscal year	51 months (April 2022-June 2026)	New contract approved by Council on June 21, 2022
	Homeless Sol. Coordinator	$ 323,250.00	Unhoused Individuals	N/A	Fully Funded until 2025	Began tenure on April 14, 2022
Business Economic Recovery	Business Gift Voucher Match	$ 2,250,000.00	300 Eligible small businesses each year	$5,000 match year 1; then $2,500 match year 2	2-year	Program launched May 1, 2022 - 48 applications received to date
Waste Water Rate Reduction	Wastewater Treatment Plant Project	$ 1,000,000.00	All Residents and Rate Payers	Decrease rate from 15% down to 8%	Through 2025	$1M was allocated for the Wastewater Treatment Plan Improvement Project
Premium Pay	Premium Pay for Eligible Employees	$ 3,100,500.00	approx. 477 eligible City employees	Up to $6,500 - $125 per payperiod (52 payperiods)	one time benefit	*Actual amount used = $2,749,336.60
Nonprofit Assistance	Assistance to Nonprofits	$ 200,000.00	40 Nonprofit organizations	$5,000	one time benefit	Program launched May 23, 2022 - 22 applications received to date
Pandemic Response	Limited-term Administrative Assistants	$ 232,000.00	ARPA Program Participants	N/A	2-years	Began tenure on May 16, 2022
	Public Health Response	$ 1,800,906.00	Residents and Staff	N/A	Through 2024	Ongoing
	Total	$ 11,508,106.00				

As part of the Council's previously approved Services for Unhoused category, the City hired a new Homeless Solutions Coordinator who began his tenure on April 14, 2022, and immediately began assessing the city's current housing needs.

Also, according to the Annual San Bernardino 2022 Point in Time Count (PIT Count) report, Redlands had 184 homeless persons living on the streets in the City of Redlands. Per the Department of Housing and Urban Development (HUD), a person is considered homeless only when (s)he lacks a fixed, regular, and adequate nighttime residence and resides in one of the following places: 1) places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings; 2) an emergency shelter; 3) transitional housing for homeless persons and who originally came from the streets or emergency shelter; or 4) a HUD-defined Safe Haven. In an effort to provide linkage to services such as shelter, transitional housing, healthcare, employment, and food resources, staff recommends implementing a street homeless outreach program. “Street Outreach” has proven to be one of the most effective ways of engaging and assisting unhoused persons to receive services, reach housing, and gain independence. According to the Homelessness Policy Research Institute, 76% of homeless veterans do not seek healthcare and other services without being approached by outreach teams (Homelessness Policy Research Institute, 2019).

Furthermore, staff recommends an initial amount of $200,000 to fund the first 12 months of the program. With this funding, the City’s Street Outreach Program would run for a period of 12-months. Additionally, 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. Furthermore, service providers would be able to connect homeless persons with the “Coordinated Entry System” (CES) and Homeless Management Information System (HMIS) by conducting VI-SPDAT housing assessments internally or using an external partner agency.

ALTERNATIVES:

The City Council may elect not to approve the additional appropriation and direct staff accordingly.

STRATEGIC PLAN:

Strategic Objective 4. Homelessness - Develop methods to reduce and prevent homelessness.

SUBMITTED BY:
Assistant City Manager, Chris Boatman

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

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

PREPARED BY:
Maira Durazo, Grants Coordinator

Fiscal Impact

Discussion:

The total Coronavirus State and Local Fiscal Recovery Funds (SLFRF) grant award to Redlands is $11,508,106. On April 19, 2022, $3,100,500 was appropriated to the Premium Pay program and $2,749,336.60 was used to fund this program, leaving a remaining balance of $351,163.40. Staff is requesting that $200,000 be reallocated from the amount remaining in the Premium Pay spending category to fund the Homeless Street Outreach Program.

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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, and determination that the project is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move that the City Council determine 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; and

2. I move to approve the Highway Safety Improvement Program Cycle 8 Pedestrian Countdown Heads Project plans and specifications; and

3. I move to approve the Construction Contract with Econolite Systems, Inc. for an amount not-to-exceed $541,682.53.

RECOMMENDATION:

Staff recommends City Council determine approval of a Construction Contract and construction of the Highway Safety Improvement Program Cycle 8 Pedestrian Countdown Heads Project are exempt from environmental review pursuant to Section 15301 (c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the project plans and specifications, and award a Construction Contract to Econolite Systems, Inc. for an amount not-to-exceed $541,682.53.

DISCUSSION:

In August 2016, staff submitted a $244,400 grant application to the California Department of Transportation (CalTrans) through the Highway Safety Improvement Program (HSIP) to install countdown pedestrian signal heads at signalized intersections throughout the City. The HSIP manages and distributes federal funds to assist local agencies with reducing fatalities and serious injuries on public streets. In November 2016, the City was notified that the Project was selected for full funding.

Pedestrian signal countdown heads display the time remaining for pedestrians to safely cross a signalized intersection. This allows pedestrians to gauge the time remaining on a signal phase in order to determine if they should increase their intersection crossing pace or wait until the next signal phase. The Project proposes to upgrade the existing pushbuttons to include an audible countdown feature. This feature will provide an audible countdown for visually impaired pedestrians as an added safety measure.

A portion of the HSIP grant funding was used for preliminary Project engineering, and the remainder will be used for construction and construction engineering. The construction plans, specifications, and cost estimates for the engineering phase of the Project were completed by MUED staff.

In March 2022, CalTrans authorized the City to proceed with Project construction, and staff advertised the Project construction phase. On April 21, 2022, the City Clerk's office received and opened the following five (5) Project bids:

Bidder Summary Report	
Bidder	**Bid Amount**
1. Econolite Systems, Inc., Anaheim, CA	$541,682.53
2. Crosstown Electrical & Data, Inc., Irwindale, CA	* $547,511.00
3. Servitek Electric, Inc., Walnut, CA	$717,344.00
4. Elecnor Belco Electric, Inc., Chino, CA	$723,948.00
5. PTM General Engineering Services, Riverside, CA	$820,292.00

*Summation error on total bid price. The total bid amount was corrected and highlighted in the Bid Analysis to identify the summation error. The ranking order was affected by the summation error.

Bids were reviewed by staff, who identified Econolite Systems, Inc. as the lowest responsive and responsible bidder. Therefore, staff recommends awarding a Construction Contract to Econolite Systems, Inc. in an amount not-to-exceed $541,682.53.

The Project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as this project involves replacing existing pedestrian countdown heads and pushbuttons.

ALTERNATIVES:

City Council may deny the staff recommendation.

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, Engineering Manager

PREPARED BY:
Veronica Medina, Assistant Engineer

Fiscal Impact

Fiscal Year:	FY 22/23
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	200400; 221400

Discussion:

There is no fiscal impact associated with this action. Funding for this Project is included in the FY 22/23 Governmental Grant Fund (200400) and the FY 22/23 Air Quality Improvement Fund (221400), and a maximum of $244,400 will be reimbursed by CalTrans and South Coast Air Quality Management District, respectively, after successful completion of the Project.

Attachments

A. Econolite Systems Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. Project Plans

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)

_____
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
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 _____ 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 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, _____, 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 _____, 2022.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and 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 _____, 2022.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **21st day of April 2022 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **HSIP Cycle 8 Pedestrian Countdown Heads – Project No. 47027**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (1)	Base Bid Amount	Base Bid Amount + Additive Bid A
1	Crosstown Electrical & Data Inc., Irwindale CA	Yes	Yes	1 Acknowledged	$123,873.00	$423,638.00
2	Econolite Systems, Inc., Anaheim CA	Yes	Yes	1 Acknowledged	$130,482.45	$541,682.53
3	Elecnor Belco Electric, Inc., Chino CA	Yes	Yes	1 Acknowledged	$147,128.00	$723,948.00
4	PTM General Engineering Services, Riverside CA	Yes	Yes	1 Acknowledged	$209,092.00	$820,292.00
5	Servitek Electric, Inc., Walnut CA	Yes	Yes	1 Acknowledged	$227,429.00	$717,344.00

Bidders are listed alphabetically

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Veronica Medina; Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 47027; HSIPL-5083(021)
HSIP-Cycle 8 Pedestrian Countdwon Heads

BID DATE: 21-Apr-2022
EST. START DATE: 11-Jul-2022

Item No.	Bid Item	Quantity	Unit	Econolite Systems, Inc.		Crosstown Electrical & Data, Inc.		Servitek Electric, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$3,075.12	$3,075.12	$6,000.00	$6,000.00	$4,800.00	$4,800.00
2	Temporary Traffic & Pedestrian Control	1	LS	$1,089.18	$1,089.18	$1,500.00	$1,500.00	$4,800.00	$4,800.00
3	General Electric LED Countdown Pedestrian Signals 16 x 18 inch, or approved equal	382	SF	$133.48	$50,989.36	$114.00	$43,548.00	$276.00	$105,432.00
4	Housing (Aluminum)	62	SF	$154.01	$9,548.62	$130.00	$8,060.00	$300.00	$18,600.00
5	SP-1-T LOD/ROD Framework M18327, or approved equal	62	SF	$216.90	$13,447.80	$180.00	$11,160.00	$373.50	$23,157.00
6	Module Installation per Signal	320	EA	$46.11	$14,755.20	$60.00	$19,200.00	$120.00	$38,400.00
7	Module, Framework, and Head Installation per Signal	62	EA	$272.30	$16,882.60	$180.00	$11,160.00	$120.00	$7,440.00
8	Unforeseen work not covered within all other bid items	1	LS	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
9	Demobilization	1	LS	$694.57	$694.57	$3,245.00	$3,245.00	$4,800.00	$4,800.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Base Bid				**$130,482.45**		**$123,873.00**		**$227,429.00**
Additive Bid "A"									
10	5x7 Campbell Guardian APS, Green with R10-3e sign, or approved equal	382	EA	$892.00	$340,744.00	$840.00	$320,880.00	$1,162.50	$444,075.00
11	Installation of APS Pushbutton and sign	382	EA	$184.44	$70,456.08	$269.00	$102,758.00	$120.00	$45,840.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Additive Bid "A"				**$411,200.08**		**$423,638.00**		**$489,915.00**
	Total Base Bid Plus Additive Bid "A"				**$541,682.53**		**$547,511.00**		**$717,344.00**

License Status	Active	Active	Active
Sub's License Status	N/A	N/A	N/A
Bid Bond Company	Fidelity and Deposit Company of Maryland	Fidelity and Deposit Company of Maryland	Great Midwest Insurance Company
Submitted Entire Bid Package	Yes	Yes	No
Submitted Sub's Qualification Statement	N/A	N/A	N/A
DIR Status	Active	Active	Active
Error in Bid	No	Yes	No

ATTACHMENT "C"

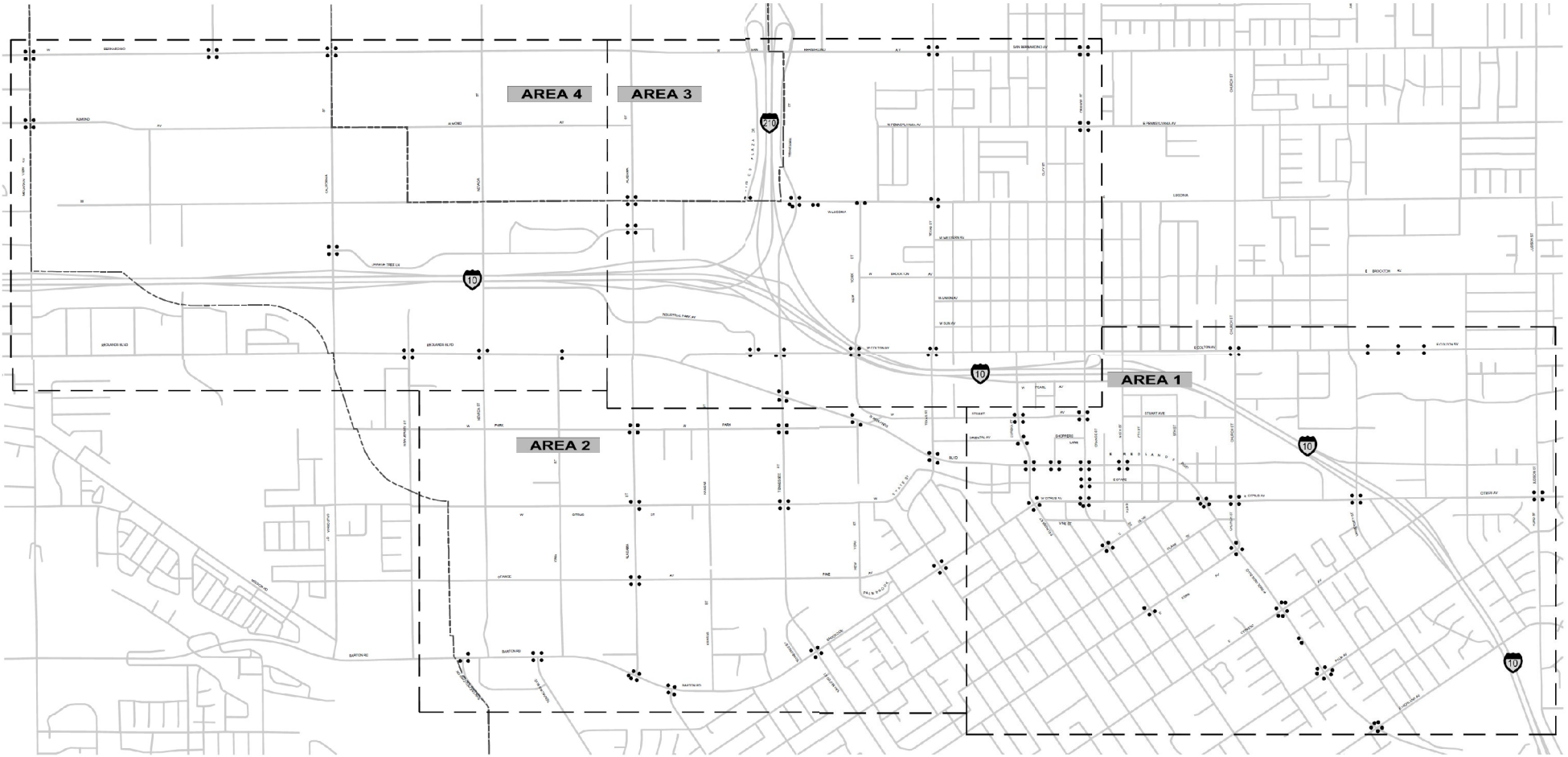
CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 47027; HSIPL-5083(021)
HSIP-Cycle 8 Pedestrian Countdwon Heads

BID DATE: 21-Apr-2022
EST. START DATE: 11-Jul-2022

Item No.	Bid Item	Quantity	Unit	Elecnor Belco Electric, Inc.		PTM General Engineering Services	
				Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$6,000.00	$6,000.00	$8,592.00	$8,592.00
2	Temporary Traffic & Pedestrian Control	1	LS	$6,000.00	$6,000.00	$3,000.00	$3,000.00
3	General Electric LED Countdown Pedestrian Signals 16 x 18 inch, or approved equal	382	SF	$140.00	$53,480.00	$150.00	$57,300.00
4	Housing (Aluminum)	62	SF	$158.00	$9,796.00	$170.00	$10,540.00
5	SP-1-T LOD/ROD Framework M18327, or approved equal	62	SF	$218.00	$13,516.00	$230.00	$14,260.00
6	Module Installation per Signal	320	EA	$88.00	$28,160.00	$150.00	$48,000.00
7	Module, Framework, and Head Installation per Signal	62	EA	$148.00	$9,176.00	$700.00	$43,400.00
8	Unforeseen work not covered within all other bid items	1	LS	$20,000.00	$20,000.00	$20,000.00	$20,000.00
9	Demobilization	1	LS	$1,000.00	$1,000.00	$4,000.00	$4,000.00
	Last Minute Additions/Deductions				$0.00		$0.00
	Total Base Bid				**$147,128.00**		**$209,092.00**
Additive Bid "A"							
10	5x7 Campbell Guardian APS, Green with R10-3e sign, or approved equal	382	EA	$910.00	$347,620.00	$1,000.00	$382,000.00
11	Installation of APS Pushbutton and sign	382	EA	$600.00	$229,200.00	$600.00	$229,200.00
	Last Minute Additions/Deductions				$0.00		$0.00
	Total Additive Bid "A"				**$576,820.00**		**$611,200.00**
	Total Base Bid Plus Additive Bid "A"				**$723,948.00**		**$820,292.00**

License Status	Active	Active
Sub's License Status	N/A	N/A
Bid Bond Company	Fidelity and Deposit Company of Maryland	Great American Insurance Company
Submitted Entire Bid Package	Yes	Yes
Submitted Sub's Qualification Statement	N/A	N/A
DIR Status	Active	Active
Error in Bid	No	No



HSIP CYCLE 8 PEDESTRIAN COUNTDOWN HEADS LOCATION MAP

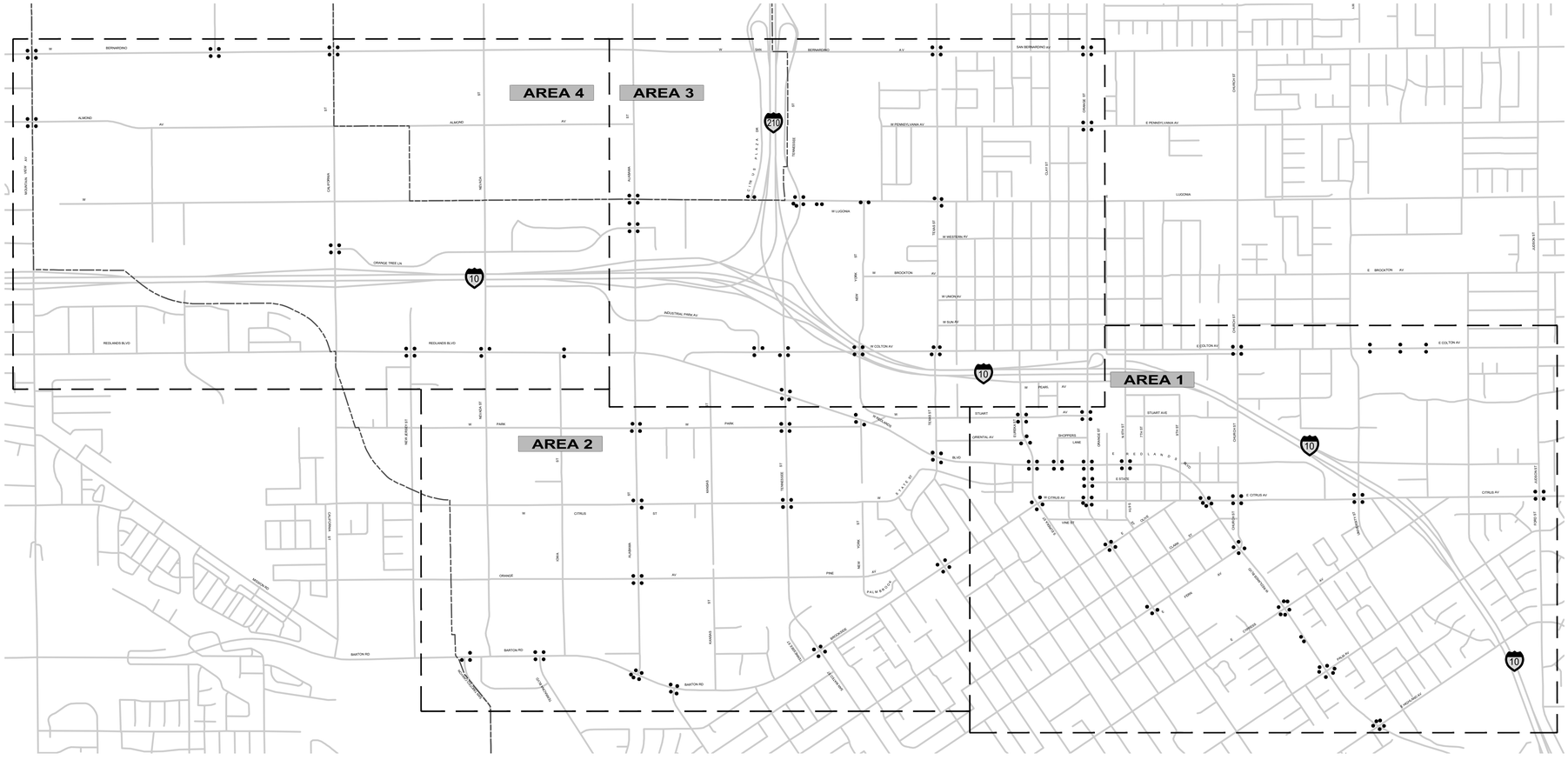
City of REDLANDS "A CITY THAT WORKS"

LEGEND

- PEDESTRIAN HEADS & PUSHBUTTON LOCATION

N

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
HSIP CYCLE 8
PEDESTRIAN COUNTDOWN HEADS
CITY PROJECT No. 400002, FEDERAL PROJECT No. HSIPL 5083(021)
MARCH 2022



CITY COUNCIL:

PAUL T. BARICH, MAYOR
EDDIE TEJEDA, MAYOR PRO TEM
MICK GALLAGHER, COUNCIL MEMBER
DENISE DAVIS, COUNCIL MEMBER
JENNA GUZMAN-LOWERY, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN, JR., CITY MANAGER

SHEET INDEX:

SHEET NO.	DESCRIPTION
1	TITLE SHEET & VICINITY/INDEX MAP
2	GENERAL NOTES AND MISCELLANEOUS DETAILS
3	QUANTITIES TABLE
4	AREA 1
5	AREA 2
6	AREA 3
7	AREA 4

VICITY/INDEX MAP
Scale: NTS

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
No. C75646
CIVIL
STATE OF CALIFORNIA

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 8
PEDESTRIAN COUNTDOWN HEADS
PROJECT No. 400002, HSIPL 5083(021)
TITLE SHEET & VICINITY/INDEX MAP

Designed by: VM
Date: 05/2021
Checked by: DPY
Date: 05/2021
Drawn by: VM
Date: 05/2021
Checked by: GKD
Date: 05/2021

Reviewed By: 3/24/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Approved By: 3/24/2022
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918
Sheet 1 of 7 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2364 TS

K:\Capital Projects\Vol4\00 GENERAL CAPITAL IMPROVEMENTS\HSIP – Cycle 8 Pedestrian Countdown Heads – 4102\PLS\DESIGN\8-10 SPECIFICATIONS\Appendix\Appendix H1 – Maps\Vol4SS\2364-TS PLANS.dwg

No.	City ID	Intersection	Countdown Pedestrian Head (PH) Modules Requiring Upgrade[1, 2]						Notes [3, 4, 5]
			Northwest Corner	Northeast Corner	Southeast Corner	Southwest Corner	Total E8 per Intersection	Total M8 per Intersection	
1	R002	Redlands Blvd & New Jersey St	1-M8	1-M8	2-M8	2-M8	-	6	
2	R004	Redlands Blvd & Iowa St	-	1-M8	2-M8	-	-	3	
3	R005	Redlands Blvd & Alabama St	-	-	-	-	-	-	
4	R100	Redlands Blvd & Colton Ave	-	-	-	-	-	-	
5	R006	Redlands Blvd & Tennessee St	2-M8	2-M8	2-M8	2-M8	-	8	
6	R059	Redlands Blvd & New York St	1-M8	-	1-M8	2-M8	-	4	
7	R007	Redlands Blvd & Texas St - Center St	2-M8	2-M8	2-M8	2-M8	-	8	
8	R008	Redlands Blvd & Eureka St	2-M8	2-M8	1-M8	2-M8	-	7	
9	R071	Redlands Blvd & Third St	2-M8	2-M8	2-M8	2-M8	-	8	
10	R009	Redlands Blvd & Orange St	1-M8	2-M8	1-M8	2-M8	-	6	
11	R010	Redlands Blvd & Sixth St	2-E8	2-E8	2-E8	2-E8	8	-	2 E8 PH's on SP-1-T right of TB 2 E8 PH's on SP-1-T left of TB 1 E8 on a TP-1 2 E8 PH's on a SP-2-T
12	R034	Orange St & State St	2-M8	1-M8	2-M8	2-M8	-	7	
13	R011	Redlands Blvd & Citrus Ave	2-M8	2-E8	2-M8	1-M8, 1-E8	3	5	NEC E8 PH's on a SP-2-T SWC E8 PH on a SP-2-T left of TB
14	R012	Redlands Blvd & Fern Ave - Church St	2-E8	2-E8	2-E8	1-E8	7	-	4 E8 PH's on SP-1-T left of TB 3 E8 PH's on SP-1-T right of TB
15	R013	Redlands Blvd & Cypress Ave	2-M8	1-M8, 1-E8	2-M8	1-M8, 1-E8	2	6	2 E8 PH's on SP-1-T left of TB
16	R014	Redlands Blvd & Shopping Center	1-M8	-	-	1-M8	-	2	
17	R015	Redlands Blvd & Palm Ave	1-M8, 1-E8	2-E8	1-M8, 1-E8	2-E8	6	2	NEC/SWC 4 E8 PH's on SP-2-T 1 E8 PH on a SP-1-T right of TB 1 E8 PH on a SP-1-T left of TB

Note: M Series requires ped countdown modules only; E Series may require ped countdown modules, housing and framework. Field Inventory completed Summer 2018.
[1] M8 = 16" Pedestrian Housing
[2] E8 = 12" Pedestrian Housing (obsolete)
[3] TB = Terminal Block
[4] SP-X-T = Side-Mounted Pedestrian Signal Head – # of Heads – Terminal Compartment
[5] PH = Pedestrian Head

No.	City ID	Intersection	Countdown Pedestrian Head (PH) Modules Requiring Upgrade[1, 2]						Notes [3, 4, 5]
			Northwest Corner	Northeast Corner	Southeast Corner	Southwest Corner	Total E8 per Intersection	Total M8 per Intersection	
18	R043	California St & Orange Tree Ln	1-M8	2-M8	2-M8	2-M8	-	7	
19	R035	Orange St & Stuart Ave	1-M8	1-M8	1-M8	1-M8	-	4	
20	R036	Orange St & Pennsylvania Ave	2-M8	2-M8	2-M8	1-M8	-	7	
21	R037	Orange St & San Bernardino Ave	2-M8	2-M8	2-M8	2-M8	-	8	
22	R038	Orange St & Haul Rd	-	-	-	-	-	-	
23	R032	Cajon St & Fern Ave	1-M8	-	1-M8	1-M8	-	3	
24	R033	Cajon St & Olive Ave	1-M8	2-M8	2-M8	2-M8	-	7	
25	R031	California St & Lugonia Ave	-	-	-	-	-	-	
26	R046	Alabama St & Lugonia Ave	2-M8	2-M8	2-M8	2-M8	-	8	
27	R070	Lugonia Ave & Citrus Plaza Dr	1-M8	1-M8	-	-	-	2	
28	R028	Lugonia Ave & Tennessee St	1-M8	2-M8	2-M8	1-M8, 1-E8	1	6	E8 PH on a SP-1-T right of TB
29	R029	Lugonia Ave & Home Depot	-	-	1-M8	1-M8	-	2	
30	R056	Lugonia Ave & New York St	-	-	1-M8	1-M8	-	2	
31	R030	Lugonia Ave & Texas St	1-M8	2-M8	2-M8	-	-	5	
32	R044	Alabama St & Industrial Park Ave	-	-	-	-	-	-	
33	R045	Alabama St & Orange Tree Ln - Coulston Ave	2-M8	2-M8	2-M8	1-M8	-	7	
34	R016	Redlands Blvd & Highland Ave	2-E8	1-M8, 1-E8	2-E8	2-E8	7	1	4 E8 PH's on SP-1-T right of TB 3 E8 PH's on SP-1-T left of TB
35	R021	Brookside Ave & Center St	2-M8	2-M8	2-M8	2-M8	-	8	
36	R020	Brookside Ave & San Mateo St	2-E8	2-E8	2-E8	2-E8	8	-	4 E8 PH's on SP-1-T left of TB 4 E8 PH's on SP-1-T right of TB
37	R019	Barton Rd & Bellevue Ave	2-M8	1-M8	1-M8	2-M8	-	6	
38	R018	Barton Rd & Alabama St	2-E8	2-E8	2-M8	1-M8, 1-E8	5	3	NWC/NEC E8 PH's on a SP-2-T SWC E8 PH on a SP-1-T left of TB

Note: M Series requires ped countdown modules only; E Series may require ped countdown modules, housing and framework. Field Inventory completed Summer 2018.
[1] M8 = 16" Pedestrian Housing
[2] E8 = 12" Pedestrian Housing (obsolete)
[3] TB = Terminal Block
[4] SP-X-T = Side-Mounted Pedestrian Signal Head – # of Heads – Terminal Compartment
[5] PH = Pedestrian Head

No.	City ID	Intersection	Countdown Pedestrian Head (PH) Modules Requiring Upgrade[1, 2]						Notes [3, 4, 5]
			Northwest Corner	Northeast Corner	Southeast Corner	Southwest Corner	Total E8 per Intersection	Total M8 per Intersection	
39	R017	Barton Rd & Terracina Blvd	1-M8	2-M8	1-M8	1-M8	-	5	
40	R053	Barton Rd & San Timoteo Canyon Rd	-	1-M8	2-M8	1-M8	-	4	
41	R022	Citrus Ave - Brookside Ave & Eureka St	1-M8	1-M8	1-M8	2-M8	-	5	
42	R024	Citrus Ave & Church St	2-E8	2-E8	2-E8	2-E8	8	-	4 E8 PH's on SP-1-T left of TB 4 E8 PH's on SP-1-T right of TB
43	R025	Citrus Ave & High School Ped Crossing	-	-	-	-	-	-	
44	R026	Citrus Ave & University St	2-M8	2-M8	2-M8	2-M8	-	8	
45	R027	Citrus Ave & Judson St - Ford St	2-M8	2-M8	2-M8	2-M8	-	8	
46	R023	Citrus Ave & Orange St - Cajon St	2-E8	2-E8	2-E8	1-E8,1-M8	7	1	4 E8 PH's on SP-1-T right of TB 3 E8 PH's on SP-1-T left of TB
47	R057	Tennessee St & Park Ave	2-M8	2-M8	2-M8	2-M8	-	8	PH missing on the SEC
48	R058	Tennessee St & State St	2-M8	2-M8	2-M8	2-M8	-	8	
49	R065	Alabama St & Orange Ave	2-M8	2-M8	2-M8	2-M8	-	8	
50	R052	Alabama St & Citrus Ave - State St	1-M8	2-M8	1-M8	-	-	4	
51	R051	Alabama St & Park Ave	2-M8	2-M8	2-M8	2-M8	-	8	
52	R061	San Bernardino Ave & Texas St	2-M8	2-M8	2-M8	2-M8	-	8	
53	R055	Colton Ave & New York St	2-M8	2-M8	2-M8	2-M8	-	8	
54	R062	Mountain View Ave & Almond Ave	2-M8	2-M8	2-M8	2-M8	-	8	
55	R060	San Bernardino Ave & Mountain View Ave	2-M8	2-M8	2-M8	2-M8	-	8	
56	R048	San Bernardino Ave & Marigold Ave	2-M8	2-M8	2-M8	2-M8	-	8	
57	R047	San Bernardino Ave & California St	2-M8	2-M8	2-M8	2-M8	-	8	

Note: M Series requires ped countdown modules only; E Series may require ped countdown modules, housing and framework. Field Inventory completed Summer 2018.
[1] M8 = 16" Pedestrian Housing
[2] E8 = 12" Pedestrian Housing (obsolete)
[3] TB = Terminal Block
[4] SP-X-T = Side-Mounted Pedestrian Signal Head – # of Heads – Terminal Compartment
[5] PH = Pedestrian Head

No.	City ID	Intersection	Countdown Pedestrian Head (PH) Modules Requiring Upgrade[1, 2]						Notes [3, 4, 5]
			Northwest Corner	Northeast Corner	Southeast Corner	Southwest Corner	Total E8 per Intersection	Total M8 per Intersection	
58	R054	California St & Almond Ave	-	-	-	-	-	-	
59	R003	Redlands Blvd & Nevada St	2-M8	1-M8	-	2-M8	-	5	
60	R042	Eureka St & Oriental Ave	-	1-M8	1-M8	1-M8	-	3	
61	R099	Eureka St & Stuart Ave	2-M8	2-M8	2-M8	2-M8	-	8	
62	R068	Colton Ave & U of R Xing West	N/side-- M8	S/side-- M8	-	-	-	2	
63	R069	Colton Ave & U of R Xing Center	N/side-- M8	S/side-- M8	-	-	-	2	
64	R041	Colton Ave & U of R Xing East	1-M8	-	-	1-M8	-	2	
65	R067	Colton Ave & Church St	2-M8	2-M8	2-M8	2-M8	-	8	
66	R098	Colton Ave & Eureka St	-	-	-	-	-	-	
67	R066	Colton Ave & Texas St	2-M8	2-M8	2-M8	2-M8	-	8	
68	R040	Colton Ave & Tennessee St	-	2-M8	2-M8	1-M8	-	5	
69	R039	Colton Ave & Industrial Park	1-M8	1-M8	-	2-M8	-	4	
70	R001	Redlands Blvd & California St	-	-	-	-	-	-	
71	R101	Pioneer Ave & Orange St	-	-	-	-	-	-	
TOTAL COUNTDOWN PEDESTRIAN MODULES / HOUSINGS REQUIRING UPGRADE							62	320	

Note: M Series requires ped countdown modules only; E Series may require ped countdown modules, housing and framework. Field Inventory completed Summer 2018.
[1] M8 = 16" Pedestrian Housing
[2] E8 = 12" Pedestrian Housing (obsolete)
[3] TB = Terminal Block
[4] SP-X-T = Side-Mounted Pedestrian Signal Head – # of Heads – Terminal Compartment
[5] PH = Pedestrian Head

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
No. C75646
CIVIL
STATE OF CALIFORNIA

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 8
PEDESTRIAN COUNTDOWN HEADS
PROJECT No. 400002, HSIPL 5083(021)

QUANTITIES TABLE

Designed by: VM
Date: 05/2021
Checked by: DPY
Date: 05/2021
Drawn by: VM
Date: 05/2021
Checked by: GKD
Date: 05/2021

Reviewed By: 3/24/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Approved By: 3/24/2022
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918

Sheet 3 of 7 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2364 TS

K:\Capital Projects\Y2040\0 GENERAL CAPITAL IMPROVEMENTS\HSIP - Cycle 8 Pedestrian Countdown Heads - 4102210\8 DESIGN\16-100 SPECIFICATIONS\Addenda\Addenda #1 - Misc\Vol2\S1364-1S PLANS.dwg

GENERAL NOTES

1. ALL MODULES, POLES, SIGNAGE, STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
2. ALL EXISTING SIGNING, STRIPING, AND PAVEMENT MARKINGS, IF REMOVED/OBLITERATED, SHALL BE REPLACED/RESTORED OF SAME KIND, AND IN CONFORMANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
3. THE CONTRACTOR SHALL NOTIFY THE CITY TO SCHEDULE FOR INSPECTION FOLLOWING CAT TRACKING OPERATIONS AND PRIOR TO THE INSTALLATION OF STRIPING OR MARKINGS.
4. ALL CONSTRUCTION SIGNS SHALL BE BLACK ON ORANGE BACKGROUND WITH HIGH INTENSITY (FHWA TYPE III) REFLECTIVE SHEETING.
5. ALL CONSTRUCTION SIGNING SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES. PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.
6. ALL CONFLICTING SIGNS SHALL BE REMOVED OR RELOCATED BY THE CONTRACTOR. RELOCATABLE SIGNS SHALL BE INSTALLED AS SPECIFIED ON THE PLANS OR AS DETERMINED IN THE FIELD BY THE CITY ENGINEER.
7. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)", 2018 EDITION (INCLUDING THE LATEST SUPPLEMENTAL AMENDMENTS THERETO), THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION", 2012 EDITION, AND THE CITY OF REDLANDS STANDARD SPECIFICATIONS. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE MUNICIPAL UTILITIES & ENGINEERING DIRECTOR OR APPOINTED REPRESENTATIVE.
8. IF ANY DAMAGE OCCURS AS A RESULT OF THIS PROJECT, THE CONTRACTOR IS RESPONSIBLE TO REPAIR AT THEIR EXPENSES.
9. ALL EXISTING SIGNS, POLES, POSTS, ETC. REMOVED WITHIN THIS SCOPE OF WORK SHALL BE SALVAGED AND RETURNED TO THE CITY YARD AT 1270 PARK AVENUE. COORDINATE DELIVERY WITH CITY STAFF.
10. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF QUANTITIES BEFORE SUBMITTING HIS BID. ANY ITEM OR WORK REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE ITEMS OF WORK.
11. THESE PLANS SHALL BE USED FOR SCHEMATIC PURPOSES ONLY. THE CONTRACTOR SHALL FIELD LOCATE THE SIGNS OR STRIPING RELATIVE TO KNOWN POINTS BASED ON LOCATION SHOWN ON THE PLANS OR FIELD LOCATE WITH DIRECTION FROM CITY STAFF.
12. ALL STRIPING AND SIGNAGE IMPROVEMENTS SHOWN ON THE PLANS, WHETHER EXPLICITLY CALLED OUT SPECIFICALLY OR NOT, SHALL BE INSTALLED BY THE CONTRACTOR BASED ON THE QUANTITIES SHOWN IN THE BID SCHEDULE.

CONSTRUCTION NOTES

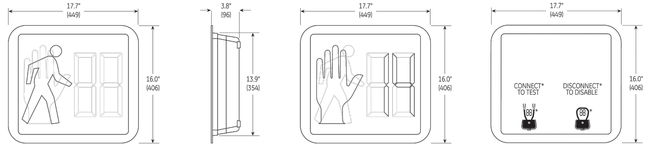
QUANTITIES

1	2 MODULES ONLY TO BE REPLACED (2–M8)	128 EA
2	1 MODULE ONLY TO BE REPLACED (1–M8)	64 EA
3	1 MODULE, FRAMEWORK, AND HEAD TO BE REPLACED (1–E8)	10 EA
4	2 MODULE, FRAMEWORK, AND HEAD TO BE REPLACED (2–E8)	26 EA

GE LED Countdown Pedestrian Signals

• 16 x 18 inch module

Mechanical Outline
Dimensions in inches. (mm) indicates metric equivalent



Design Compliance

Test type	Compliance
Luminous intensity, Uniformity & Viewing Angles	ITE PTCSI LED Signal Modules version of August 2010
Chromaticity	ITE PTCSI LED Signal Modules version of August 2010
Moisture Resistance	MIL-STD-810F Procedure 1, Rain & Blowing Rain
Mechanical Vibration	MIL-STD-883 Test Method 2007
Electronic Noise	FCC Title 47 Sec 15 Sub. B[1]
Transient Voltage Protection	Sec. 2.1.6 NEMA TS 2-2003 Sec. 2.1.8 NEMA TS 2-2003
Controller Compatibility	NEMA TS-2-2003
Transient Suppression	Sec. 8.2 IEC 1000-4-5 & Sec. 6.1.2 ANSI/IEEE C62.41.2 - 2002, 3KV, 2 Ω Sec. 8.0 IEC 1000-4-12 & Sec. 6.1.1 ANSI/IEEE C62.41.2 - 2002, 6KV, 30 Ω
Wiring	NFPA 70, National Electric Code
Digits	MUTCD 2003, Section 4E.07, Countdown Numbers Minimum 9" Height & 7" Width

[1] Class A

Operating Specifications

Parameter	Rating
Operating Temperature Range**	-40 to +74°C (-40 to +165°F)
Operating Voltage Range	80 to 135 V (60Hz AC)
Power Factor (PF)	> 90 %
Total Harmonic Distortion (THD)	< 20 %
Voltage Turn-Off (VTO)	35 V
Start-up Time	< 75msec
Lens & Shell Material	UV Stabilized Polycarbonate
Wiring	20 AWG, Color Coded with Strain Relief
LED Color	Hand: Portland Orange Person: Lunar White Countdown: Portland Orange
Conflict Default Condition	Hand only

* Jumper option : only for PS7-CFF1-27A-J
** Performed in compliance with ITE test method described in the technical notes

Product Information

Model Number	Dimensions	Layout	Symbol Hand	Symbol Person	AC Voltage Nominal	Power (W) Hand	Power (W) Person	Power (W) Countdown	Beam Pattern Degrees	Minimum Luminous Intensity Cd/m² Hand/Digit	Minimum Luminous Intensity Cd/m² Person
PS7-CFF1-27A	16 x 18 in	Overlay Countdown	Full	Full	120V - 60Hz	11	7	6	26	1400	2200
PS7-CFF1-27A-J[2]	16 x 18 in	Overlay Countdown	Full	Full	120V - 60Hz	11	7	6	26	1400	2200
PS7-CFF1-27A-023	16 x 18 in	Overlay Countdown	Full	Full	120V - 60Hz	11	7	6	26	1400	2200

[1] Class A.
[2] Full MUTCD Compliance
Test Condition : T_c = 25°C. All values are design or typical values when measured under laboratory conditions.

GE Lighting • **1-888-MY-GE-LED** • www.gelighting.com
1-888-69-43-533 for North America · or · +1.216.266.2419

Information provided is subject to change without notice. All values are design or typical values when measured under laboratory conditions. The GE brand and logo are trademarks of the General Electric Company. © 2015 GE.

TRAF272-R022715

GE
Lighting

GE LED Countdown Pedestrian Signals
16 x 18 inch



Excellent Appearance & Visibility
- Robust LED system design enables high luminous intensity over product life cycle
- Efficient optical system minimizes power consumption while providing excellent uniformity and viewing angles
- Single piece transparent front window with internal masking to prevent:
  - countdown and icons display from being readily visible when not in operation
  - scratches and abrasions compared with external silk screen technology
- Bright and clear icons
- Fully uniform look

Outstanding Reliability & Robust Operation
- Internal conflict monitor preventing walk and don't walk indications to light up at the same time
- Individual power supply drives each display to ensure proper indication
- Jumper module enabling countdown testing and countdown switch-off*

* Only for PS7-CFF1-27A-J

Meets Rigorous Certification & Testing Standards
- Intertek ETL Verified compliant
- DOE compliant
- Using MIL-STD-810F and NEMA 250-1991 Type 4 for environmental robustness, passed reliability and qualification testing including high temperature, high humidity cycling (HTHH for 1,000 hours)
- Compliant (for Full Hand/Full Person) with the ITE PTCSI LED Signal Modules
  - version dated August 2010

imagination at work



The Greatest Signals Stand the Test of Time.™

COUNTDOWN PEDESTRIAN SIGNAL DETAIL

Underground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
No. C75646
CIVIL
STATE OF CALIFORNIA

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 8
PEDESTRIAN COUNTDOWN HEADS
PROJECT No. 400002, HSIPL 5083(021)
GENERAL NOTES & MISCELLANEOUS DETAILS

Designed by:	VM
Date:	05/2021
Checked by:	DPY
Date:	05/2021
Drawn by:	VM
Date:	05/2021
Checked by:	GKD
Date:	05/2021

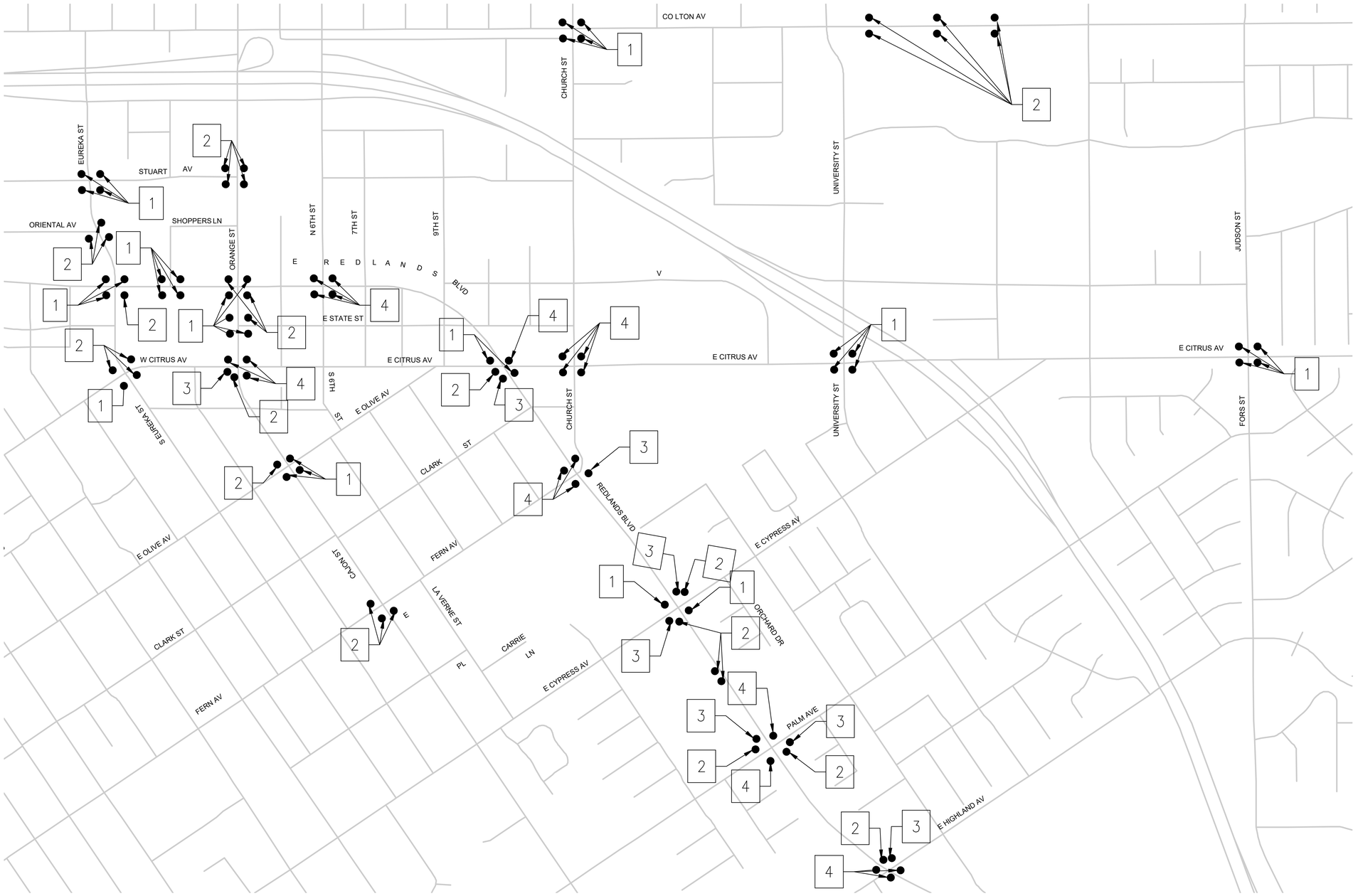
Reviewed By: 3/24/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Approved By: 3/24/2022
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918

Sheet 2 of 7 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2364 TS

K:\Capital Projects\240400 GENERAL CAPITAL IMPROVEMENTS\HSIP - Cycle 8 Pedestrian Countdown Heads - 4702\AE DESIGN\E-10 SPECS\CAD\DWG\Appendix\Appendix H - Ideas\Arc\GS\12364-TS PLANS.dwg



PLAN
NTS

CONSTRUCTION NOTES (THIS SHEET ONLY)

		QUANTITIES
1	2 MODULES ONLY TO BE REPLACED (2–M8)	36 EA
2	1 MODULE ONLY TO BE REPLACED (1–M8)	33 EA
3	1 MODULE, FRAMEWORK, AND HEAD TO BE REPLACED (1–E8)	8 EA
4	2 MODULE, FRAMEWORK, AND HEAD TO BE REPLACED (2–E8)	20 EA

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
No. C75646
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 8
PEDESTRIAN COUNTDOWN HEADS
PROJECT No. 400002, HSIPL 5083(021)
AREA 1

Designed by:	VM	Reviewed By:	3/24/2022
Date:	05/2021	Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date	
Checked by:	DPY	Approved By:	3/24/2022
Date:	05/2021	Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918	
Drawn by:	VM	Sheet 4 of 7 Sheets	
Date:	05/2021	Scale: Horiz. AS SHOWN	
Checked by:	GKD	Vert. NONE	
Date:	05/2021		

F-2364 TS

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

G:\Capital Projects\V24000 GENERAL CAPITAL IMPROVEMENTS\PSP – Cycle 8 Pedestrian Countdown Heads – 47027\A\ DESIGN\C-10 SPECIFICATIONS\Vspecs\Vspecs.fl + Maps\Vol3\A3364-TS PLANS.dwg



CONSTRUCTION NOTES (THIS SHEET ONLY)

		QUANTITIES
1	2 MODULES ONLY TO BE REPLACED (2–M8)	31 EA
2	1 MODULE ONLY TO BE REPLACED (1–M8)	12 EA
3	1 MODULE, FRAMEWORK, AND HEAD TO BE REPLACED (1–E8)	1 EA
4	2 MODULE, FRAMEWORK, AND HEAD TO BE REPLACED (2–E8)	6 EA

PLAN
NTS

N
W E
S

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
No. C75646
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 8
PEDESTRIAN COUNTDOWN HEADS
PROJECT No. 400002, HSIPL 5083(021)
AREA 2

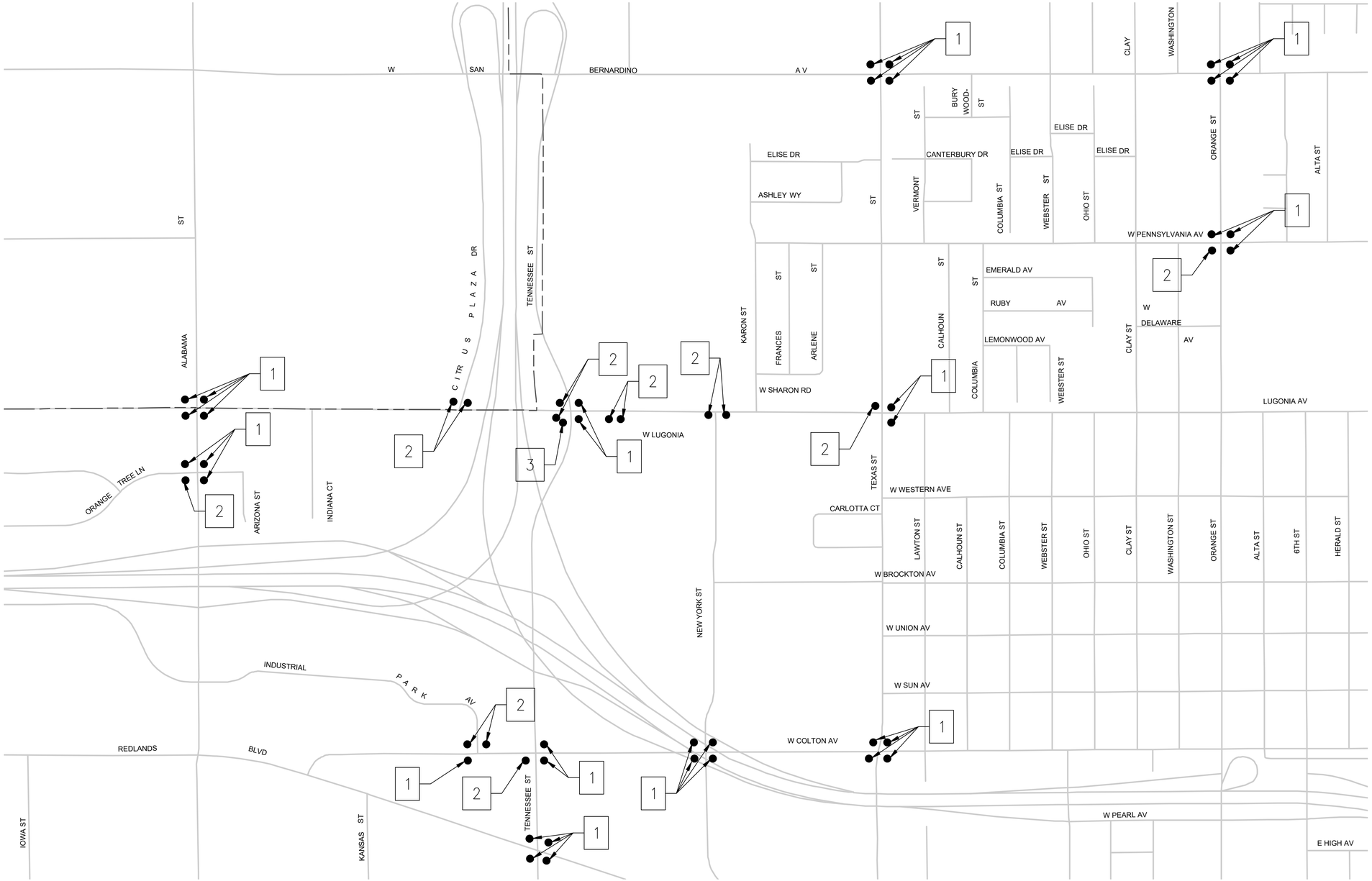
Designed by: VM
Date: 05/2021
Checked by: DPY
Date: 05/2021
Drawn by: VM
Date: 05/2021
Checked by: GKD
Date: 05/2021

Reviewed By: 3/24/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Approved By: 3/24/2022
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918
Sheet 5 of 7 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2364 TS

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

R:\Capital Projects\Vol400_GENERAL CAPITAL IMPROVEMENT\HSIP – Cycle 8 Pedestrian Countdown Heads – 4102\VM_DESIGN\F-10 SPECIFICATIONS\Vpanda Vspecs\s H – Maps\Vol400\X364-15 PLANS.dwg



CONSTRUCTION NOTES (THIS SHEET ONLY)

		QUANTITIES
1	2 MODULES ONLY TO BE REPLACED (2–M8)	37 EA
2	1 MODULE ONLY TO BE REPLACED (1–M8)	14 EA
3	1 MODULE, FRAMEWORK, AND HEAD TO BE REPLACED (1–E8)	1 EA

PLAN
NTS

N W E S

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER — GOUTAM KUMAR DOBEY — No. C75646 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 8
PEDESTRIAN COUNTDOWN HEADS
PROJECT No. 400002, HSIPL 5083(021)
AREA 3

Designed by: VM
Date: 05/2021
Checked by: DPY
Date: 05/2021
Drawn by: VM
Date: 05/2021
Checked by: GKD
Date: 05/2021

Reviewed By: 3/24/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Approved By: 3/24/2022
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918

Sheet 6 of 7 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2364 TS

Under ground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

S:\Capital Projects\2400 GENERAL CAPITAL IMPROVEMENTS\HSIP – Cycle 8 Pedestrian Countdown Heads – 4702\A\B_DESIGN\C–1D_SPECIFICATIONS\Appendix H – Maps\Maps\A3364–TS PLANS.dwg



CONSTRUCTION NOTES (THIS SHEET ONLY)

		QUANTITIES
1	2 MODULES ONLY TO BE REPLACED (2–M8)	24 EA
2	1 MODULE ONLY TO BE REPLACED (1–M8)	5 EA

PLAN
NTS

N
W E
S

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Letter	Description	Date	Initial	Initial	Initial

Revisions

REGISTERED PROFESSIONAL ENGINEER
GOUTAM KUMAR DOBEY
No. C75646
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

HSIP CYCLE 8
PEDESTRIAN COUNTDOWN HEADS
PROJECT No. 400002, HSIPL 5083(021)
AREA 4

Designed by: VM
Date: 05/2021
Checked by: DPY
Date: 05/2021
Drawn by: VM
Date: 05/2021
Checked by: GKD
Date: 05/2021

Reviewed By: 3/24/2022
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Approved By: 3/24/2022
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918

Sheet 7 of 7 Sheets
Scale: Horiz. AS SHOWN
Vert. NONE

F-2364 TS

Underground Service Alert of Southern California
Call: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

K:\Capital Projects\400400 GENERAL CAPITAL IMPROVEMENTS\HSIP - Cycle 8 Pedestrian Countdown Heads - 4702\VB DESIGN\Plans\Appendix A\Appendix H - Maps\Area3\Area3-TS PLANS.dwg

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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 (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to approve the agreement for mailing services with Inland Presort and Mailing Services.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Inland Presort and Mailing Services for mailing/courier, folding, inserting and postage services.

DISCUSSION:

Inland Presort and Mailing Services has been providing mailing services since September 2004, which includes picking up incoming mail to the City, as well as outgoing mail from the City. When the needs of the Customer Service division changed in the area of mailing utility bills, Inland Presort provided quotes for additional services that would include not only the pickup of incoming mail from the post office box, but also the pickup of the weekly utility bills, which would then be folded, inserted, metered and dropped off at the post office.

Inland Presort and Mailing Services has consistently provided a unique service that others will not provide. The quotation provides for minimal cost increases associated with the postal rate changes, mail pickup, utility billing services and

courier service rate to provide service for three (3) years. Given the immateriality of this increase and satisfaction with past services rendered, staff recommends Single Source award of the agreement to Inland Presort and Mailing Services.

Item #	Description	UOM	Quantity	**Inland Presort**
1	Daily pickup and delivery of mail	Per week	52	$10,920
2	Letter Processing fee (Estimated quantity)	Per Piece	2320	$45
3	Flat Processing fee (Estimated quantity)	Per Piece	500	$260
4	Letter pieces to fold, stuff, mail (Estimated)	Per Piece	161,500	$12,190
Total				**$23,415**

The postage rate charged by the U.S. Postal Service, which is a pass-through amount paid by the City to Inland Presort, is expected to increase in July 2022 and occur twice per year as announced by the U.S. Postal Service at this time. Based on Fiscal Year 2019-2020 and 2020-2021, estimated costs for services with Inland Presort and Mailing Services are expected to be $11,225 for the general mail delivery services of the City and $12,190 for Utility Bill pickup, folding, inserting and drop-off at the post office. Postage pass-through reimbursement amount to Inland for metering our utility bills is estimated at $91,000 for Fiscal Year 2022-2023. The agreement has an initial term of one year in an amount not to exceed $115,000. The agreement includes optional extensions for up to two additional one-year terms with the same not to exceed amount of $115,000 per year.

ALTERNATIVES:

Not Applicable

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney

Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Aimee Hoover, Revenue Supervisor

Fiscal Impact

Fiscal Year:	2022-2023
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	345000
Budgeted Y/N:	Y
Account No.:	Various

Discussion:

Funding for the first year of the agreement in the amount of $115,000 is included in the adopted budgets for the Customer Service Division and City Manager's Office. $91,000 of this amount is a pass-through expense for postage rates and fees charged by the US Postal Service. The remaining $24,000 provides for the payment of courier services, letter and flat processing and weekly utility billing services. Funding for future years will be included in subsequent budget requests.

Attachments

Inland Presort Single Source 2022
Postage Rates August 2021
Inland Presort and Mailing Services Price List 2022
Inland Presort and Mailing Services Agreement

Sole Source/ Single Source/ Standardization Form

For procurement of supplies, equipment and services valued at $5,000 and over

NOTE: Every question must be answered with appropriate documentation attached; incomplete forms will be immediately rejected by Purchasing.

Date: 4/26/22

TO: Purchasing Division

FROM: Aimee Hoover/ Management Services

Purchase Requisition # _____

Estimated Total Cost: $ 345,000

Proposed Vendor: Inland Presort and Mailing Services

Request Term: 08/06/2022-06/30/2023

This form must accompany the purchase document whenever an exception to the competitive process is requested. Requests for goods and/or services from a specific vendor or limited to a specific brand, where substitutes to the recommended vendor or brand are unacceptable, must be accompanied by a written justification explaining the circumstances that make alternatives unacceptable.

The City Manager will determine whether the justification is appropriate. Requests for exception must be supported by factual statements that will pass an audit.

INSTRUCTIONS

1. Please check all applicable categories (a. through i.) below and provide additional information where indicated.

☐ a. The requested product is an integral repair part or accessory compatible with existing equipment.

Existing Equipment: N/A

Manufacturer/Model Number: N/A

Age: N/A

Current Estimated Value: N/A

☐ b. The requested product has unique design/performance specifications or quality requirements that are not available in comparable products.

☐ c. I have standardized the requested product and the use of another brand/model would require considerable time and funding to evaluate.

☐ d. The requested product is one in which I (and/or my staff) have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or funding.

☐ e. The requested product is used or demonstration equipment available at a lower-than-new cost.

☐ f. Repair/Maintenance service is available only from manufacturer or designated service representative.

☐ g. Upgrade to or enhancement of existing software is available only from manufacturer.

■ h. Service proposed by vendor is unique; therefore, competitive bids are not available or applicable.

☐ i. Other factors (provide detailed explanation in #2 below).

2. Provide a detailed explanation and pertinent documentation *for each category* checked in item 1 above. Attach additional sheets if necessary:

MAIL CARRIER SERVICE FOR CITYWIDE MAIL AND UTILITY MAIL, FOLDING/STUFFING/PRESORT SERVICE FOR UTILITY BILLS

3. Was an evaluation of other equipment, products, or services performed?

☐ Yes ☐ No

***If yes, please explain the type of evaluation performed and provide all supporting documentation*:**

Unavailability of competitive vendors to service Redlands area within reasonable travel distance

4. List below the name of each individual who was involved in the evaluation, if conducted, and in making the recommendation to procure this product or service. Attach additional information, if necessary.

Aimee Hoover

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

(1) PICK UP MAIL DAILY FOR BOTH PO BOXES (3005 & 6903) BY CITY STAFF
(2) DROP OFF METERED MAIL TO POST OFFICE DAILY BY CITY STAFF
(3) USE OF CITY VEHICLE WOULD BE NEEDED TO PICK UP MAIL AND DELIVER MAIL TO POST OFFICE
(4) SEPARATE VENDOR COULD DO PRESORT/FOLDING SERVICES FOR UTILITY BILLS, OR STAFF WOULD HAVE TO PERFORM THIS FUNCTION AND BUY A FOLDER/SORTER/STUFFER WITH A HIGHER CAPACITY FUNCTION, UTILITY BILLS MAIL WOULD HAVE TO THEN BE METERED BY CITY STAFF, USE OF CITY VEHICLE TO DROP OFF BILLS AT POST OFFICE
(5) PROBABILITY OF WEIGHT LIFTING RESTRICTIONS FOR CITY STAFF, DEPENDING ON THE VOLUME OF MAIL INCOMING AND OUTGOING

6. I certify that the above information is accurate to the best of my knowledge, and a signed copy of this document will be kept on file and available for audit in my department

_____

Prepared by Date

_____

Department Director Date

Purchasing Approvals

_____

Purchasing Agent Approval Date

_____

City Manager Approval Date

INLAND PRESORT AND MAILING SERVICES

2025 W. Park Ave., Suite #7. Redlands, CA 92373-6274
Tel: (909) 307-1300. Fax: (909) 307-1303

NEW USPS RATES

Dear Customer,

As you may be already aware, the postal rates are increasing, ***effective August 29th, 2021***. Please make sure all of your mail has appropriate postage (new rates) applied to it. Below are the new rates for letters and flats.

First Class Letter rates

Weight (ounces)	Presorted Rate
0 – 1	$ 0.494
1.1 – 2	$ 0.494
2.1 – 3	$ 0.494
3.1 – 3.5	$ 0.494
Post Cards - a	$ 0.335

a. Rates shown apply to each single or double postcard when originally mailed; reply half of double postcard must be designed for reply mail purposes only.

Note: The service charge will be lowered to $0.02 per letter *effective August 29th, 2021.*

First Class Flat rates (5-Digit)

Weight (ounces)	5-Digit Rate
1	$ 0.555
2	$ 0.755
3	$ 0.955
4	$ 1.155
5	$ 1.355
6	$ 1.555
7	$ 1.755
8	$ 1.955
9	$ 2.155
10	$ 2.355
11	$ 2.555
12	$ 2.755
13	$ 2.955

Note: The additional postage rate will become $0.52 per flat.

If you have any question or concern, please feel free to call us at (909) 307 1300.

Thanking you,

For Inland Presort & Mailing Services

Nick Chudasama
President

INLAND PRESORT AND MAILING SERVICES

2025 W. Park Ave., Suite #7. Redlands, CA 92373-6274
Tel: (909) 307-1300. Fax: (909) 307-1303

April 11, 2022

City of Redlands
35 Cajon Street
Redlands, CA 92373
Attn.: **Aimee Hoover**

Re: Price List – For Mailing Services:

The following prices will remain the same thru end of 2025 fiscal year.

Daily First Class mail pick-up from City Hall

Sr	Service	Rates $	Unit
a.	Letter*	0.020	Per Piece
b.	Flat*	0.520	Per Piece

* Subject to change if there's a price change from USPS.

Potential Postage Savings – Packages / Priority Mail

Potential Postage Savings for Parcels / Packages	$0.040 - $0.200 per piece
Potential Postage Savings for Priority Mail	$0.250 - $0.400 per piece

Courier Service

Sr	Service	Rates $	Unit
a.	Pick-up mail from two PO Boxes and deliver to City Hall by 11:00 am. (Monday – Thursday & every other Friday)	210.00	Per Week

Customer Service Division – Utility Weekly Billings

Sr	Service	Rates $	Unit
a.	Fold (1)	0.015	Per Piece
b.	Insert (up to 2)	0.037	Per Piece
c.	Meter	0.020	Per Piece
d.	Each additional insert	0.013	Per Piece
e.	Sort / Mail*	0.020	Per Piece
f.	Postage *	0.494	Per Piece

* Prevailing First Class Presorted rate
* Subject to change when USPS changes postal rates

We hope this meets your requirement.

Thank you,

For ***Inland Presort & Mailing Services***

Deven Chudasama

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of mailing and presort services ("Agreement") is made and entered in this 5th day of July, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Inland Presort and Mailing Services ("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 provide pickup and processing of first class metered and/or permit mail on a daily basis, and pickup utility bills to be folded, stuffed, metered and mailed on a weekly basis for the City Manager's Office and Utility Customer Service Division 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," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services as more particularly described in Exhibit "B", titled "City Responsibilities," which is attached hereto and incorporated herein by reference.

3.2 City designates Janice McConnell, or her authorized designee, as City's representative with respect to performance of the courier portion of the Services, and Cindy Tryon, or her authorized designee, as City's representative with respect to performance of the weekly Utility Billing portion of the Services, 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") and will end on June 30, 2023. 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.

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

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The total compensation for Contractor's performance of the Services shall not exceed the amount of one hundred fifteen thousand dollars ($115,000) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of one hundred fifteen thousand dollars ($115,000) for the first Extended Term; and one hundred fifteen thousand dollars ($115,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of three hundred thousand dollars ($345,000). 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 List," which is attached hereto and incorporated herein by this 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	Nick R. Chudasama, Owner
City of Redlands	Inland Presort and Mailing Services
35 Cajon Street	2025 Park Avenue, #7
P.O. Box 3005 (mailing)	Redlands, CA 92373-6274

Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798- 7531

nchudasama@inlandpresort.com
(909) 307-1300

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" entitled "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. Contractor 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 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.

E. Contractor 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, Contractor 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 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 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 (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, 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

ATTEST:

_____
Jeanne Donaldson, City Clerk

INLAND PRESORT AND MAILING SERVICES

By: _____
Nick R. Chudasama, Owner

EXHIBIT "A"

SCOPE OF SERVICES

1. Contractor will provide courier service to City. Contractor will pick up the incoming mail from City's two separate PO Boxes located at New York Post Office by 11:00 am and will drop it off at Redlands City Hall, 35 Cajon Street, Redlands, CA 92373.

2. Contractor picks up all first-class letter and flat mail from Redlands City Hall, 35 Cajon Street, Redlands, CA 92373, between 4:00 and 4:30 pm.

3. Contractor driver will check the delivery slip, tray count, etc. The driver will sign the delivery slip and will return a copy to City for the records. The driver will keep letter and flat mail separate.

4. The driver will bring all the mail from the City along with other customer's mail to Contractor's facility. Mail checkers and supervisor check and separate the letter and flat mail for sorting by machine, or by hand. The mail will be taken to the Multi-Line Optical Character Reader (MLOCR) for barcoding and sorting.

5. After barcoding and sorting is done, the mail is randomly tested and verified by United States Postal Service (USPS) officials. All the sorted mail is collected and put in a cage, and dropped off at the San Bernardino Distribution Center.

6. All the first-class mail will be delivered to USPS on the same day as it was picked up.

7. Contractor will pick up every Thursday printed Utility Bills and reminder notices from the City's Utility Customer Service Office. City does not need to sort in zip code order.

8. Contractor will tri-fold bill or notice, insert it along with return envelope and additional insert if any to be inserted into the envelope provided by the City.

9. The inserted bill will be sorted on the MLOCR along with the other mail.

10. Contractor will deliver mail to the Post Office the next day after we receive the bills.

11. The mail will be comingled and Contractor will pay the postage from their permit and bill the City for the applied postage at the then current USPS pre-sorted first class rate.

12. In the event of an observed legal holiday by the City or USPS, a one- or two-day adjustment of pickup and delivery will be required.

EXHIBIT "B"

CITY RESPONSIBILITIES

1. City shall meter all first-class mail at prevailing pre-sorted first-class rate as approved by the USPS.

2. City shall place all metered mail in USPS supplied trays or tubs facing the same direction. The City will keep full postage mail, flat size mail or any special mail separate from its pre-sort mail.

3. City shall apply proper endorsements such as pre-sorted first class and current date for all first class metered mail as required by USPS.

4. City shall provide accurate count of all pre-sorted first class metered and permit mail and shall provide a signed copy of a mailing slip at the time of pick-ups.

5. City shall allow multiple pick-ups on heavy volume mailing days, if any, in order to process the mail one time by the Contractor.

6. City shall provide a fully executed USPS Form 8096 and Form 6014 to the Contractor prior to Contractor's commencement of the Services to facilitate Contractor's application to USPS for Value Added Rebate and FastForward service on City's mail.

7. City shall obtain "Drop Shipment Authorization" permit, if required, from USPS and endorse all metered First-Class Mail with proper permit number.

8. City shall provide Contractor with a six-month mailing and return envelopes to be stored by Contractor at their facility for Utility Bill inserting services.

EXHIBIT "C"

PRICE LIST

	Rate	Unit
Courier Service		
Pick up incoming mail from two PO Boxes and deliver to City Hall by 11:00 am (Monday – Thursday & every other Friday)	$210.00	Per Week
Daily First-Class Mail Pick up from City Hall		
Letter*	$0.020	Per Piece
Flat*	$0.520	Per Piece
Weekly Utility Billing Services		
Fold (1)	$0.015	Per Piece
Insert (up to 2)	$0.037	Per Piece
Meter	$0.020	Per Piece
Each Additional Insert	$0.013	Per Piece
Sort / Mail*	$0.020	Per Piece
Postage Pass-Thru		
Postage*	$0.494	Per Piece

*Prevailing First Class Presorted Rate
*Subject to change when USPS changes postal rates

Potential Postage Savings – Packages / Priority Mail	
Potential Postage Savings for Parcels / Packages	$0.040 - $0.200 per piece
Potential Postage Savings for Priority Mail	$0.250 - $0.400 per piece

The above prices will remain the same thru end of 2025 fiscal year.

EXHIBIT "C"

CURRENT USPS RATES

USPS is allowing the same presorted letter rates up to 3.5 ounces.

Rates for First-Class Letter size mail at Presorted Rate (as follows).

Weight (ounces)	**Presorted Rate**
0 – 3.5	$0.494
Post Cards – a	$0.335

a. Rates shown apply to each single or double postcard when originally mailed; reply half of double postcard must be designed for reply mail purposes only.

Rates for First Class Flat size mail at 5-Digit rate (as follows).

Weight Not Over	**5-Digit Rate**
1 oz.	$0.555
2 oz.	$0.755
3 oz.	$0.955
4 oz.	$1.155
5 oz.	$1.355
6 oz.	$1.555
7 oz.	$1.755
8 oz.	$1.955
9 oz.	$2.155
10 oz.	$2.355
11 oz.	$2.555
12 oz.	$2.755
13 oz.	$2.955

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.

INLAND PRESORT AND MAILING SERVICES

By:_____ Date: _____

Nick R. Chudasama, Owner

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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 (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to adopt Resolution No. 8361.

RECOMMENDATION:

Staff recommends that the Council adopt Resolution No. 8361.

DISCUSSION:

The City entered into a Purchase and Sale Agreement for the property located at 1625 West Redlands Boulevard on December 21, 2021. As the City entered escrow, Finance staff began to explore possible funding scenarios. As a result of this analysis and upon further consultation with the City's municipal advisors, KNN Public Finance, some portion of the costs to convert the site into the future home of the Redlands Police Department may be raised through issuance of tax-exempt debt, in the form of one or more certificates of participation, lease revenue bonds or other similar debt instrument.

Concurrently, Facilities and Community Services and the Fire Department are examining possible sites to locate two new fire stations and relocate a third station. Because 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.

Adoption of this reimbursement resolution will allow the City to pay for costs associated with property acquisition, design, architecture and engineering costs, and other expenditures associated with the projects prior to the date of issuance of tax-exempt bonds should it choose to issue any, and to use a portion of the proceeds of the tax-exempt bonds for reimbursement of expenditures that are paid before the date of execution, delivery or issuance of the obligations. The maximum principal amount of the obligations would be no more than $60,000,000 and will very likely be far less than this amount if debt is issued.

It is important to note that the resolution does not commit the City to advance money for the purchase of property, design work or other costs for either the Police Department facility or the fire station projects; and it does not commit the City to issuing bonds. It is not uncommon for public agencies to expend money on capital costs for a project prior to deciding to issue bonds to finance a project, and to reimburse themselves for those upfront costs with bond proceeds. However, the Internal Revenue Service has promulgated regulations limiting public agencies' ability to do so; among other things, the regulations require the public agency to declare its intent to reimburse itself prior to the outlay of those capital expenditures.

Because of the sequence of planning, design and engineering, it is likely that these costs will be incurred in advance of a borrowing. Should the City need to, the timeline to structure, market, and close a debt issuance is likely to take 3 to 6 months. Adopting this resolution preserves the City's flexibility to reimburse itself from the proceeds of potential future tax-exempt bond(s) that it may decide to issue.

Staff will conduct in-depth analyses according to the City's debt management policy and will work with the City's municipal advisors over the next several weeks in order to determine the most appropriate financing mechanism and structure.

ALTERNATIVES:

If the City does not adopt this resolution, it will severely limit its ability to reimburse itself for the Kmart conversion and fire station projects with bond proceeds should circumstances require this option.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

Fiscal Impact

Discussion:

Adoption of the Resolution preserves the ability of the City to issue tax-exempt bonds to reimburse itself for expenditures on the property purchase, which is likely to occur before the issuance and funding of the selected debt instrument (certificates of participation or lease revenue bonds). Tax-exempt bonds typically have a lower interest cost than taxable bonds.

Attachments

Reimbursement Resolution No. 8361 - Police & Fire Facility Financing

RESOLUTION NO. 8361

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING THE CITY'S OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM THE PROCEEDS OF OBLIGATIONS TO BE ISSUED BY THE CITY OF REDLANDS, A RELATED PARTY OR OTHER AFFILIATE, AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, the City of Redlands, California (the "City"), or an affiliate or related party to the City, including the Redlands Financing Authority (any such party, including the City, the "Issuer"), expects to undertake the improvement of an existing building, located at 1625 West Redlands Boulevard, Redlands, California, for purposes of establishing a centralized Police Department facility, and the acquisition of property for and construction of two new fire stations, or other similar public safety projects the relocation of a third fire station (the "Project"), using revenues, proceeds from bonds or other borrowing, and/or other funds; and

WHEREAS, the Issuer expects to pay certain expenditures related to the Project prior to the issuance of debt (such expenditures, the "Reimbursement Expenditures"); and

WHEREAS, the Issuer reasonably expects to issue obligations in an amount not to exceed $60,000,000 (the "Obligations") and to use all or a portion of the proceeds of the Obligations to reimburse the Reimbursement Expenditures that are paid before the date of issuance or delivery of the Obligations; and

WHEREAS, United States Treasury Regulations Section 1.150-2 provides generally that proceeds of tax-exempt obligations are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such obligations unless certain procedures are followed, among which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer must declare its official intent to reimburse such expenditure with proceeds of such obligations; and

WHEREAS, it is in the public interest and for the public benefit that the City declare its official intent to use all or a portion of the proceeds of the Obligations to reimburse the Reimbursement Expenditures that are paid by the Issuer before the date of issuance of the Obligations; and

WHEREAS, proceeds of the Obligations will be allocated to the Reimbursement Expenditures no later than 18 months after the later of (i) the date the cost is paid, or (ii) the date the Project (or each component thereof) is placed in service or abandoned, but in no event more than three years after the cost is paid.

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

Section 1. The City hereby declares its official intent to use all or a portion of the proceeds of the Obligations to reimburse the Reimbursement Expenditures that are paid before the date of issuance of the Obligations.

Section 2. The City hereby declares that it reasonably expects (i) to pay the Reimbursement Expenditures prior to the date of issuance of the Obligations and (ii) to use all or a portion of the proceeds of the Obligations for reimbursement of the Reimbursement Expenditures that are paid by the Issuer before the date of issuance of the Obligations. This declaration is made solely for purposes of establishing compliance with the requirements of United States Treasury Regulations Section 1.150-2. This declaration does not bind the City or the Issuer to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 3. All actions heretofore taken by the officers, employees and agents of the City with respect to the actions set forth above are hereby approved, confirmed and ratified.

Section 4. The City Clerk shall certify to the adoption of this Resolution and thenceforth and thereafter the same shall be in full force and effect.

ADOPTED, SIGNED AND APPROVED this 5th day of July, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2936 amending Chapter 5.08.482 of the Redlands Municipal Code, Relating to the Business License Rates for Distribution Centers for possible submission to the voters of the City of Redlands for the November 2022 General Election; and Adoption of Resolution No. 8364 placing a General Tax Measure on the November 8, 2022 General Election Ballot for Submission to the Qualified Voters of a Proposed Ordinance Related to Business License Tax Rates for Distribution Centers (City Manager Duggan / City Attorney Garcia / Management Services/Finance Director Garcia)

MOTION(S):

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

1. I move to adopt Resolution No. 8364 placing a General Tax Measure which would increase the business license tax for distribution centers in the City of Redlands for voter approval on the November 8, 2022, General Municipal Election.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 8364.

DISCUSSION:

In November 2007, Redlands voters approved Ordinance No. 2664, establishing business license rates for distribution centers. The initial amount of the tax was three and one-half cents ($0.035) per square foot of gross floor area principally devoted to distribution center use, and included an annual adjustment by the consumer price index (CPI), not to exceed a total of five cents ($0.05) per square foot of gross floor area. The tax rates applied to all distribution center

businesses located within the City for the purpose of raising revenue to defray the costs of providing City services and supplement the City’s General Fund.

In May 2022, Council directed staff to prepare a ballot measure for the November 2022 General Municipal Election to increase the business license tax for distribution center businesses operating within the City. Consistent with that direction, this agenda item proposes to submit to the voters a Measure which would amend Chapter 5.08.482 of the Redlands Municipal Code to increase the tax rate on distribution center businesses in the City from its current amount of $0.047 per square foot (reflecting the original amount of $0.035/sq increased by CPI each year since 2007) to ten and one-half cents ($0.105) per square foot and would remove the annual adjustment by CPI.

The rationale for this proposed change is to 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.

The proposed Measure which would amend Chapter 5.08.482 of the Redlands Municipal Code to increase the business license tax on distribution centers in the City constitutes a tax "increase" subject to the provisions of Proposition 218 such that it must be submitted to the voters and approved by a majority thereof. Under Proposition 62, a two-thirds (2/3) vote of all Council members is required to place the Measure on the November 8, 2022 ballot.

Pursuant to the direction received by staff, the following ballot question has been prepared:

“Shall a measure be adopted to increase the City's existing business license tax on distribution centers within the City from the current rate of four and seven-tenths cents ($0.047) per gross square foot to ten and one-half cents ($0.105) per square foot for the purpose of raising an estimated $530,000 in revenue annually until ended by voters to defray the costs of providing City services and to supplement the City's General Fund for general government use?"	YES
	NO

The estimated additional business license revenue to be generated from this change in the business license tax rate is $530,000 annually based on the current number and size of distribution center businesses operating within the city limits. The additional revenue would be deposited into the City's General Fund, paying for general City services like public safety, streets, library services, parks and recreation and other general municipal services for the community.

Should the City Council move to approve Resolution No. 8364, the proposed

resolution will submit the Measure to the qualified voters of the City of Redlands at the General Municipal Election to be held on November 8, 2022.

Under Proposition 62, a two-thirds (2/3) vote of all Council members is required to adopt Resolution No. 8364 and place the Measure on the November 8, 2022 ballot.

ALTERNATIVES:

The City Council may choose to reject, modify, or table these motions.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

Fiscal Impact

Fiscal Year: FY 2023

Discussion:

If approved by voters in November 2022, the new rate established for distribution center business licensing would become effective January 1, 2023 and would apply to all renewal and new applications for business licenses. Based on the number and size of distribution centers currently operating within city limits, staff estimate the new rate of $0.0105/ square foot would raise roughly $530,000 in additional tax revenue for the City's General Fund. These funds would be locally generated and therefore be safe from seizure by the state. In addition, they would enable the City to invest in services and infrastructure that the community values.

Total election costs for the ballot measure are currently estimated at approximately $81,500. The additional costs of placing this measure on the ballot will be appropriated from the General Fund’s unassigned fund balance.

Attachments

Resolution No. 8364 with Proposed Ballot Measure Ordinance No. 2936 attached as Exhibit A thereto.

RESOLUTION NO. 8364

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE NOVEMBER 8, 2022, GENERAL MUNICIPAL ELECTION BALLOT FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A PROPOSED ORDINANCE AMENDING SECTION 5.08.482 OF THE CITY OF REDLANDS MUNICIPAL CODE AS IT RELATES TO BUSINESS LICENSE TAX RATES FOR DISTRIBUTION CENTERS; REQUESTING THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION OF EVEN DATE

WHEREAS, pursuant to section 5.08.482 of the Redlands Municipal Code, the City of Redlands ("City") currently imposes a business license tax on distribution centers at a rate of three and one-half cents ($0.035) per square foot of gross floor area principally devoted to distribution center use ("License Tax"); and

WHEREAS, pursuant to section 5.08.482 of the Redlands Municipal Code, the maximum License Tax rate has increased by the Consumer Price Index over time to the current rate of four and seven-tenths cents ($0.047) per square foot of gross floor area principally devoted to distribution center use; and

WHEREAS, the City Council desires to propose an amendment to section 5.08.482 of the Redlands Municipal Code to increase the rate of the License Tax from the current four and seven-tenths cents ($0.047) to ten and one-half cents ($0.105) per square foot of gross floor area principally devoted to distribution center use for the purpose of raising revenue to defray the costs of providing City services and supplement the General Fund; and

WHEREAS, the proposed update to the License Tax ordinance has been designed to better align the City's tax rate with City Council priorities to incentivize the productive use of the City's industrial areas and modify the rate applied to distribution center businesses; and

WHEREAS, pursuant to Section 9222 of the California Elections Code and Section 37101 of the California Government Code, the City Council has the authority to place a measure on the ballot regarding the imposition, extension or increase in a local business license tax to be considered by the voters at a Municipal Election; and

WHEREAS, the License Tax is a general tax the proceeds of which are deposited into the City's general fund and which pay for City services such as police, fire and paramedic services, street operations and maintenance, library services, parks and recreation services and general municipal services to the public; and

WHEREAS, on November 6, 1996, the voters of the State of California approved Proposition 218 (California Constitution, Article XIIIC), an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election; and

WHEREAS, the proposed amendments which increase the rate of the License Tax on distribution centers constitute a tax "increase" subject to Proposition 218; and

WHEREAS, pursuant to Proposition 218 (California Constitution Article XIIIC, §2(b)), the general rule is that any local election for the approval of an increase to a general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government; and

WHEREAS, pursuant to the Redlands Municipal Code, sections 2.03.010 and 2.03.040, the City's general municipal elections for officers are held on the first Tuesday after the first Monday in November of each even-numbered year. Therefore, the next regularly scheduled General Municipal Election for the election of members of the City Council will be held on Tuesday, November 8, 2022; and

WHEREAS, based on the above, the City Council desires to submit a measure to the voters at the November 8, 2022 General Municipal Election seeking approval of the proposed License Tax rate increase (the "Measure"). The specific terms relating to the Measure are provided for in the ordinance to be considered by the qualified voters, attached hereto as Exhibit "A" and by this reference made an operative part hereof, and in accordance with all applicable laws; and

WHEREAS, pursuant to Government Code section 53724 ("Proposition 62"), a two-thirds (2/3) vote of all members of the City Council is required to place the Measure on the November 8, 2022 ballot; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places, voting centers and election officers of the two elections be the same, and that the San Bernardino County election department canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. Recitals. The City Council hereby finds and determines that the foregoing recitals are true and correct, are incorporated herein and by this reference are made an operative part hereof.

SECTION 2. Submission of Ballot Measure. Pursuant to California Constitution Article XIIIC, Section 2(b), Government Code Section 53724, Elections Code Section 9222, and any other applicable requirements of the laws of the State of California relating to the City, the City Council, **by a two-third vote of all members**, hereby orders the Measure to be submitted to the voters of the City at the General Municipal Election to be held on **Tuesday, November 8, 2022.**

SECTION 3. Ballot Question. The City Council, pursuant to its right and authority, does hereby order that the Measure shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in this Section 3. On the ballot to be submitted to the qualified voters at the General Municipal Election to be held on Tuesday, November 8, 2022,

in addition to any other matters required by law, there shall be printed substantially the following ballot question:

"Shall a measure be adopted to increase the City's existing business license tax on distribution centers within the City from the current rate of four and seven-tenths cents ($0.047) per gross square foot to ten and one-half cents ($0.105) per square foot for the purpose of raising an estimated $530,000 in revenue annually until ended by voters to defray the costs of providing City services and to supplement the City's General Fund for general government use?"	**YES**	
	NO	

SECTION 4. Election Procedures.

A. The ballots to be used at the election shall be in the form and content as required by law.

B. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of submitting to the voters the question relating to the City's Measure.

C. The election services which the City of Redlands requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots; the establishment or appointment of precincts, polling places, voting centers, and election officers, the preparation, printing, mailing and furnishing of vote-by-mail ballots, making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for polling places and voting centers; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of Redlands; and the performance of such other election services as may be requested by the City Clerk.

D. The City Clerk is authorized, instructed and directed to procure and furnish, or cause to be procured and furnished through the County of San Bernardino, any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

E. The polls, vote centers and/or vote-by-mail drop-off boxes shall be open and the procedures for submitting votes-by-mail or votes at polls and vote centers shall be in accordance with those times and procedures established by the County of San Bernardino, except as otherwise provided in the Elections Code of the State of California.

F. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections in the City.

G. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form, and manner as required by law.

H. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.

I. The San Bernardino County Registrar of Voters is hereby authorized to canvass the returns of said election.

J. The City Clerk of the City of Redlands shall receive the canvass from the County as it pertains to the election on the Measures, and shall certify the results to the City Council, as required by law.

SECTION 5. Placement on the Ballot. The full text of the Measure shall be printed in the voter information guide, and a statement shall be printed in the ballot pursuant to Section 9223 of the Elections Code advising voters that they may obtain a copy of the Measure at no cost, upon request made to the City Clerk.

SECTION 6. Delivery of Resolution to County. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this Resolution, including the Measure attached hereto as Exhibit "A", to the Clerk of the Board of Supervisors of San Bernardino County and to the Registrar of Voters of San Bernardino County.

SECTION 7. Public Examination. Pursuant to California Elections Code section 9295, the Measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The Clerk shall post notice in the Clerk's office of the specific dates that the examination period will run.

SECTION 8. CEQA. The City Council hereby finds and determines that the ballot Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

SECTION 9. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 10. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City Council of the City of Redlands, California, do hereby certify that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted by at least four affirmative votes (two-thirds) of all members at a regular meeting of the City Council of the City of Redlands on the _____ day of _____, 2022, by the following vote:

AYES: Council Members:
NOES: Council Member:
ABSENT: Council Member:
ABSTAIN: Council Member:

_____
Jeanne Donaldson
City Clerk

EXHIBIT "A"

ORDINANCE NO. 2936

AN ORDINANCE OF THE PEOPLE OF THE CITY OF REDLANDS, CALIFORNIA, AMENDING SECTION 5.08.482 OF THE REDLANDS 5.08.482 OF THE CITY'S MUNICIPAL CODE AS IT RELATES TO BUSINESS LICENSE TAX RATES FOR DISTRIBUTION CENTERS.

(**NOTE**: Additions are highlighted in ***bold italics*** and deletions are highlighted in ~~strikeout~~)

THE PEOPLE OF THE CITY OF REDLANDS DO ORDAIN AS FOLLOWS:

SECTION 1. Subject to the approval of a majority of the voters of the City of Redlands at the General Municipal Election so designated by the City Council in a separate resolution placing the proposal on the ballot for such election, Section 5.08.482 of the Redlands Municipal Code is amended to read as follows:

"**Chapter 5.08– BUSINESS LICENSE RATES**

Article VII. Particular Business

. . .

5.08.482: DISTRIBUTION CENTER:

A. Commencing on the effective date hereof (the "effective date") for every person, firm, partnership, business or corporation conducting or managing a business consisting primarily of receiving, temporarily storing and subsequently distributing goods, wares or merchandise of any kind to wholesalers or retailers (hereinafter a "distribution center"), the business license tax shall be in the amount of ~~three~~ ***ten*** and one-half cents ~~($0.035)~~ ***($.105)*** per square foot of gross floor area principally devoted to such use, as calculated by the city's community development department. ~~From and after such effective date, the business license tax established by this section shall be automatically adjusted each year by the percentage increase in the consumer price index - Los Angeles-Anaheim-Riverside area; provided, however, the business license tax shall not be adjusted to any amount greater than five cents ($0.05) per square foot of gross floor area.~~

B. Notwithstanding subsection A of this section, any person, firm, partnership, business or corporation which conducts a wholesale or retail business within the city and which also conducts or operates a distribution center solely in support of such wholesale or retail business shall not be subject to the distribution center business license tax established by this section.

C. Notwithstanding subsection A of this section, any person, firm, partnership, business or corporation which conducts a wholesale or retail business within the city and which also conducts or operates a distribution center in support of such wholesale or retail

business and other wholesale or retail businesses located outside the city shall pay the distribution center business license tax established by this section only on the percentage of gross floor area of the distribution center principally devoted to supporting the wholesale or retail businesses located outside the city."

SECTION 2. The License Tax set forth herein shall be collected and administered in the manner set forth in Chapters 5.04 and 5.08 of the Redlands Municipal Code.

SECTION 3. Pursuant to Article XIIIB of the California Constitution, the appropriation limit for the City of Redlands will be increased by the maximum projected aggregate collection authorized by the levy of this general tax, as indicated in Section 1, in each of the years covered by this Ordinance plus the amount, if any, by which the appropriation limit is decreased by law as a result of the levy of the general tax set forth in this Ordinance.

SECTION 4. If any portion of this Ordinance is declared invalid by a court of law or other legal body with applicable authority, the invalidity shall not affect or prohibit the force and effect of any other provision or application of the Ordinance that is not deemed invalid. The voters of the City hereby declare that they would have circulated for qualification and/or voted for the adoption of this Section, and each portion thereof, regardless of the fact that any portion of the initiative may be subsequently deemed invalid.

SECTION 5. Pursuant to California Constitution Article XIIIC §(2)(b) and California Elections Code §9217, this Ordinance shall take effect only if approved by a majority of the eligible voters of the City of Redlands voting at the General Municipal Election to be held on November 8, 2022. The new taxing rate shall go into effect on January 1, 2023.

SECTION 6. The Mayor is hereby authorized to attest to the adoption of this Ordinance by the People voting thereon on November 8, 2022, by signing where indicated below.

I hereby certify that the foregoing Ordinance was **PASSED, APPROVED AND ADOPTED** by the People of the City of Redlands on the 8th day of November 2022.

Dated: _____ _____

Paul Barich, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

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

DATE: 07/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of 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 (Management Services/Finance Director Garcia)

MOTION(S):

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

I move to approve Resolution No. 8365.

RECOMMENDATION:

It is recommended that the City Council approve Resolution No. 8365, a resolution of the City Council of the City of Redlands, California, setting priorities for the filing of written arguments regarding a proposed ballot measure to amend Section 5.08.482 of the City of Redlands Municipal Code as it relates to Business License Tax Rates for distribution centers.

DISCUSSION:

Resolution No. 8365 is a resolution setting priorities for the filing of written arguments regarding a proposed ballot measure to amend Section 5.08.482 of the City of Redlands Municipal Code as it relates to Business License Tax Rates for distribution centers.

The last day for receipt of primary arguments for or against the ballot measure, not exceeding 300 words, has been established at 5:00 pm on Monday, July 25, 2022. The resolution before the Council provides that the Council may expressly delegate the name of an individual to prepare, sign, and file, along with four other qualified persons, a written argument in favor of the Measure. The written

argument is to be filed in the City Clerk's Office, at the Civic Center located at 35 Cajon Street, Suite 4, Redlands, California.

ALTERNATIVES:

Approving Resolution No. 8365 is required in order to submit the measure to the qualified voters at the November 8, 2022 General Municipal Elections.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

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

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

Fiscal Impact

Fiscal Year: FY 2022-23

Discussion:

There is no fiscal impact associated with the motion.

Attachments

Resolution No. 8365

RESOLUTION NO. 8365

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR FILING OF WRITTEN ARGUMENTS REGARDING A CITY MEASURE TO BE SUBMITTED AT THE NOVEMBER 8, 2022, GENERAL MUNICIPAL ELECTION

WHEREAS, a General Municipal Election is to be held on Tuesday, November 8, 2022, pursuant to Resolution No. 8364 of the City Council, adopted July 5, 2022, at which there will be submitted to the voters the following Measure:

"Shall a measure be adopted to increase the City's existing business license tax on distribution centers within the City from the current rate of four and seven-tenths cents ($0.047) per gross square foot to ten and one-half cents ($0.105) per square foot for the purpose of raising an estimated $530,000 in revenue annually until ended by voters to defray the costs of providing City services and to supplement the City's General Fund for general government use?"	**YES**	
	NO	

NOW, THEREFORE, the City Council of the City of Redlands, California, does hereby resolve, declare, determine, and order as follows:

Section 1. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the Measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, which arguments may be changed until and including **Monday, July 25, 2022 at 5:00 p.m.,** in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California, after which no arguments for or against the Measure may be submitted to the City Clerk. Arguments in favor of or against the Measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

The City Council expressly delegates _____ to prepare, sign and file, along with four other qualified persons, a written argument in favor of the Measure.

Section 2. That pursuant to Sections 9220 and 9285 of the California Elections Code, when the City Clerk has selected the arguments for and against the Measure which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the Measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors may prepare and submit rebuttal arguments not exceeding

250 words. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 3. That the last day for receipt of rebuttal arguments not exceeding 250 words has been established as **Friday, July 29, 2022, at 5:00 P.M.** in the City Clerk's Office, Civic Center, 35 Cajon Street, Suite 4, Redlands, California, and signed by each proponent and by each author, if different, of the rebuttal argument in conformance with the provisions of Section 9600 of the California Elections Code. Rebuttals may be changed or withdrawn by their proponents at any time prior to and including the final date fixed for filing rebuttals.

Section 4. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.

Section 5. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on the existing law and the operation of the Measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the voter information guide along with the Measure as provided by law. The Impartial Analysis shall be filed by the deadline set for filing of primary arguments as set forth in Section 1 above. The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **"The above statement is an impartial analysis of Ordinance or Measure ____. If you desire a copy of the Ordinance or Measure, please call the election official's office at (insert phone number) and a copy will be mailed at no cost to you."**

Section 6. That the provisions of this Resolution shall apply only to the election to be held on November 8, 2022, and shall then be repealed. Prior resolutions providing for the filing of primary and rebuttal arguments related to City measures are repealed.

ADOPTED, SIGNED AND APPROVED this 5th day of July 2022

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution No. 8365 was duly adopted by the City Council at a regular meeting thereof held on the 5th day of July 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

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

DATE: 07/05/2022

TO: The Successor Agency Board of Directors

SUBJECT: Approve minutes of the regular meeting of June 7, 2022 (Secretary Donaldson)

MOTION:

I move to approve the minutes of the regular meeting of June 7, 2022.

Attachments

Minutes of the regular meeting of June 7, 2022

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 June 7, 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; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Chris Catren, Police Chief; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; James Garland, Assistant Finance Director

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: Anticipated Litigation - Government Code §54956.9(d)(2)(e)(3)
(Assistant City Manager McConnell)
One Case:

a. Facts and circumstances: Consideration of a workers' compensation claim of Daniel Figgins

RECONVENE CITY COUNCIL MEETING

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

CLOSED SESSION REPORT

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

PRESENTATIONS

Proclamation Stonewall Uprising and Pride Month

Council Member Davis highlighted the importance of recognizing the 53rd Anniversary of the Stonewall Uprising and June, 2022 as Pride Month and presented a Proclamation honoring the contributions made by the LGBTQ+ community, to Yulissa Mendoza of the Artlands. She was also pleased to acknowledge Daniel Gohman, Artlands Executive Director, who announced the Artlands had recently received the 2022 Grassroots Initiative Award from the Inland Empire American Planning Association for the Vine Street crosswalk mural.

Recognizing SoulCal Music, Food & Culture Festival

Mayor Barich showed off artwork he received for the City in recognition of The SoulCal Music, Food & Culture Festival held September 4, 2021, at the Redlands Bowl.

PUBLIC COMMENT

Public comments were presented either in-person, via Zoom, via cell phone or landline.

Government Overreach - Joshua David Hall voiced opposition to what he considered to be government overreach and especially in the matters concerning the LGBTQ+ community.

CONSENT CALENDAR

Minutes

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the minutes of the special joint City Council and Planning Commission meeting of May 10, 2022, and the regular meeting of May 17, 2022.

Vote: 5 - 0 Passed

Airport Advisory Board Appointment

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously reappointed Robert Pearce to serve a four-year term on the Airport Advisory Board ending May 1, 2026.

Vote: 5 - 0 Passed

Proclamation Stonewall Uprising & Pride Month

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously agreed to issue a Proclamation in recognition of the 53rd Anniversary of the Stonewall Uprising and June, 2022 as Pride Month.

Vote: 5 - 0 Passed

Resolution No. 8353 Remote Teleconference Meetings

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8353 authorizing 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

Opposition of Assembly Bill 2011

Assistant City Manager McConnell provided background of Assembly Bill 2011 (AB 2011) and reported that staff received correspondence from the League of California Cities (Cal Cities) requesting the City take action opposing AB 2011. The Bill would require nearly all cities to ministerially approve, without condition or discretion, certain affordable and mixed-use housing developments in areas of a city where office, retail, or parking are principally allowed, regardless of any inconsistency with a local government's general plan, specific plan, zoning ordinance, or regulation. Staff remained committed to retaining local control over development approvals and recommended the City Council authorize Mayor Barich to sign a letter in opposition of AB 2011, as it will help strengthen Cal Cities local coalition in opposition of the bill.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously authorized Mayor Barich to sign a letter on behalf of the City of Redlands in opposition of Assembly Bill 2011 (Wicks) Affordable Housing and High Road Jobs Act of 2022.

Vote: 5 - 0 Passed

Special District Assessments Collection

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the Agreement with San Bernardino County for the Collection of Special District Assessments.

Vote: 5 - 0 Passed

Bid Rejection Street Sweeping Services

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously rejected all Bids for Street Sweeping Services, Project FCS02252022KG due to the bids coming in higher than the available budget. Staff will rebid the services with a revised Price and Fee Bid Sheet.

Vote: 5 - 0 Passed

Resolution No. 8347 Emergency Paramedic Services Special Tax

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8347 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2022-2023.

Vote: 5 - 0 Passed

Architectural Services Fire Station 262 Remodel

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined that the project is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act; and approved the agreement with PBK-WLC for architectural services for the remodel of Fire Station 262 in an amount not to exceed $225,000.

Vote: 5 - 0 Passed

Firearms Disposal Agreement

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the agreement with LSC Destruction, LLC, to complete destruction and disposal of firearms that need to be disposed of in property and evidence.

Vote: 5 - 0 Passed

Transit Villages Specific Plan EIR Time Extension

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the Second Amendment to the Professional Services Agreement with Environment Planning Development Solutions, Inc., for a one-year time extension to prepare an Environmental Impact Report (EIR) and related technical analysis for the Transit Villages Specific Plan project. Completing the EIR preparation process requires an extension for the remainder of 2022.

Vote: 5 - 0 Passed

Well and Booster Pump Rehabilitation Project Amendment

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the First Amendment to the Non-Professional Services Agreement with General Pump Company, Inc. for the Well and Booster Pump Rehabilitation Project; and authorized an additional appropriation of $174,696.06.

Vote: 5 - 0 Passed

Resolution No. 8334 Outside City Utility Service

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved 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 determined 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.

Vote: 5 - 0 Passed

Reimbursement Agreement San Bernardino Avenue Well Rehabilitation

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined that approval of the Reimbursement Agreement with San Bernardino Valley Municipal Water District is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality act; and approved a Reimbursement Agreement with San Bernardino Valley Municipal Water District for rehabilitation of the San Bernardino Avenue Well.

Vote: 5 - 0 Passed

Resolution No. 8344 Amended FY 21/22 - FY 25/26 Five Year Measure I CIP

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined that adoption of Resolution No. 8344 is exempt under Sections 15273(a)(4) and 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8344, rescinding Resolution No. 8223 and adopting the amended FY 21/22 - FY 25/26 Five Year Measure I Capital Improvement Program.

Vote: 5 - 0 Passed

Resolution No. 8346 Road Repair Project List

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8346, adopting Senate Bill No. 1 Road Repair and Accountability Act (SB1) Project List, approving funding be directed to the City's Pavement Management Program; and determined 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.

Vote: 5 - 0 Passed

Turf Mowing Contractual Services

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the agreement with Scenic Earth Inland Empire for turf mowing contractual services within city parks and medians in the amount not-to-exceed $31,598.31 for a period of one year, with one additional one-year renewal option for a total amount not-to-exceed $63,196.62.

Vote: 5 - 0 Passed

License Agreement City Owned Parking Spaces

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined that approval of the agreement with Avis Budget Car Rental, LLC is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and approved the license agreement with Avis Budget Car Rental, LLC for the use of 30 parking spaces on City-owned property located at 1625 W. Redlands Blvd.

Vote: 5 - 0 Passed

Alcohol Consumption Permit

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined that approval of the request for the consumption of alcoholic beverages within a city park during the White/Gonzales wedding is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the request for the consumption of alcoholic beverages at Sylvan Park for the White/Gonzales wedding to be held on October 15, 2022.

Vote: 5 - 0 Passed

COMMUNICATIONS

City Logo

Mayor Barich opened the discussion to consider a new City logo. He put forward a modified version of what had been used during the City's 125th celebration in 2013, as he thought the current logo did not represent the City well. Council Members voiced concerns but overall, agreed the proposed logo was better than what the City currently used. As public comment, Richard O'Donnell stated the proposed logo was no better than the current version, the change would unnecessarily cost the City money, and he said the train depot did not accurately reflect the people's wishes.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously directed staff to create an implementation plan for transitioning to a new City logo, as presented by Mayor Barich.

Vote: 5 - 0 Passed

Market Night Ad Hoc Subcommittee

Mayor Pro Tem Tejeda requested the Council consider forming a City Council Ad Hoc subcommittee to provide input on the re-opening of Market Night, and he suggested that he and Mayor Barich serve on the subcommittee. As public comment, Dennis Bell didn't understand why the Council was considering restoring Market Night.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously agreed to form a Market Night Subcommittee; and appointed Mayor Barich and Mayor Pro Tem Tejeda to serve on the Subcommittee to provide input on the re-opening of Market Night. The Subcommittee will automatically dissolve without further action by this City Council upon the Council's approval of the re-opening of Market Night.

Vote: 5 - 0 Passed

Use of City Facilities for Monthly Meetings

Council Member Davis offered background of her request to consider the use of City facilities to hold monthly meetings regarding sustainability policies. She envisioned the meetings as an informal way to discuss sustainability matters, but added, there were opportunities for the group to evolve into something more official and be a useful resource in connection with the City's Strategic Plan. City Manager Duggan clarified that this item was for the approval of the use of public space only.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved the use of City facilities to hold monthly meetings regarding sustainability policies.

Vote: 5 - 0 Passed

Accelerate Neighborhood Climate Action

Mayor Pro Tem Tejeda announced this was the fifth in a series of presentations related to Accelerate Neighborhood Climate Action (ANCA) and the work the organization was doing within the City in relation to the effects of climate change. He introduced Erin Sanborn, Director of Sustainable Education and Associate Director of Community Service Learning (CSL) at the University of Redlands, who addressed the topic of food and climate change disruption. The vulnerability of the global food system makes it critical to have a strong local food system. Redlands has some components, but needs to strengthen all components. Practical actions included: Creating more neighborhood community gardens, Encouraging backyard gardening (Resilience Gardens); Increasing support for local growers by supporting CSAs (neighbors could share), Buying at Farmers Markets, and Encouraging composting at the neighborhood level.

NEW BUSINESS

Urgency Ordinance No. 2928 Temporary 45-Day 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. Development Services Director Desatnik detailed the need to consider Urgency Ordinance No. 2928 establishing a temporary 45-day moratorium on certain new development projects for properties located within the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan (EVCSP) that are identified on the list of housing sites contained in the City’s 2021-2029 Housing Element. On February 1, 2022, the City Council adopted the 2021-2029 Housing Element. The document must clearly demonstrate that the City has sufficient land zoned

to accommodate the required number of housing units for each income category identified in the Regional Housing Needs Assessment (RHNA). The City's assigned allocation is 3,516 housing units. Director Desatnik stated this item may be brought back to Council in July to consider an additional extension.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council approved, by roll call vote, to waive further reading of Urgency Ordinance No. 2928; adopted Urgency Ordinance No. 2928, establishing a temporary 45-day moratorium on certain new development projects for properties located within the Commercial Industrial (EV/IC) District of the East Valley Corridor Specific Plan that are identified on the list of housing sites contained in the City's 2021-2029 Housing Element (6th Cycle Housing Element); and determined that the Urgency Ordinance is exempt pursuant to Sections 15378(b)(5), 15308 and 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 4 - 0 Passed

Other: Council Member Denise Davis (RECUSE)

Mayor Barich excused himself and left the Council Chambers at 7:00 P.M., turning the meeting over to Mayor Pro Tem Tejeda.

Urgency Ordinance No. 2934 Temporary Moratorium New Warehouse Projects

Staff pulled this item from the agenda. The matter will be presented to the Council at the next regularly scheduled meeting of June 21, 2022.

Proposed Two-Year Budget FY 2022-2023 & FY 2023-2024

City Manager Duggan reported this item was a continuation from the May 25, 2022, Special City Council Budget Workshop meeting of the review of the City Manager's Proposed Two-Year Budget for Fiscal Years 2022-23 and 2023-24. He and Management Services/ Finance Director Garcia provided an overview of the Two-Year Budget which achieved three main funding goals: Funding basic services done extremely well; Funding deferred maintenance; and Funding to improve City services. The City expects to end FY 2022 with revenues and expenditures balanced, including the bolstering of reserves, paying down debt, investing in public safety and public infrastructure enhancements, and an unreserved fund balance of $21.4 million.

The Two-Year Budget for FY 023 and FY 2024 presents balanced budgets across both years. Budgets provided for pandemic-related cuts to be fully reversed, with the addition of new staffing and enhanced service delivery. Forecasted revenue for FY 2023 projected the local and regional economy will be bolstered by strong consumer demand. They highlighted a summary of FY 2024 Revenue Assumptions showing that local and regional economic growth begins to slow as a result of slowing consumer demand and rising interest rates. Sales tax was projected to be steady, but slower growth was anticipated. FY 2024 includes an added inflation adjustment reflecting that City services are likely to cost more than currently estimated. There is no corresponding adjustment to reflect added costs from negotiation with the City's nine bargaining units and this remains an unknown. Staff anticipates the cost of new agreements will impact the General Fund significantly, possibly adding millions of dollars per year to the City's bottom line operating budget. Lastly, it was noted that significant economic uncertainty lingers and the triple threat of high inflation, higher interest rates and stock market volatility could all impact the economy.

Each Council Member expressed their appreciation of the hard work that went towards preparing this comprehensive and ambitious Two-Year Budget. Council Member Gallagher stated the City was in a great fiscal position. City Manager Duggan praised the efforts of each Department for their great teamwork, and in particular, he recognized Finance Director Garcia and her amazing staff for their dedication and commitment to excellence.

On motion of Council Member Mick Gallagher, seconded by Council Member Jenna Guzman-Lowery, the City Council approved the City Manager's Proposed Two-Year Budget for Fiscal Years 2022-2023 and 2023-2024.

Vote: 4 - 0 Passed

Citywide Annual Purchase Orders

Assistant City Manager McConnell presented Citywide Annual Purchase Orders for Fiscal Year 2022-2023 for the purchase of miscellaneous tools, services, equipment and supplies that have been budgeted by each department. By leveraging on purchasing power and economies of scale, the City is expecting to receive roughly $114,000 savings in the upcoming year.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council approved Annual Purchase Orders with Lowe’s, Fastenal, Home Depot, and Office Depot, to provide miscellaneous tools, equipment, and supplies on a need-by-need basis for FY 2022-2023 and “not-to-exceed” total annual amounts as listed below: Lowe's - $200,000; Home Depot - $350,000; Office Depot - $280,000; Fastenal - $250,000.

Vote: 4 - 0 Passed

CONFIRE Membership

Fire Chief Sessler reported the benefits of the City continuing the Fire Department's membership in the CONFIRE Joint Use Authority for Fiscal Year 2022-2023. The primary function of CONFIRE is to provide for a secondary public safety answering point for 9-1-1 services, fire/emergency medical dispatching, and information technology support.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council approved the continuation of the Fire Department's membership in the CONFIRE Joint Use Authority for Fiscal Year 2022-2023 and pay associated annual fees in an amount not to exceed $772,675.

Vote: 4 - 0 Passed

Resolution No. 8348 Engineering and Traffic Survey Report

Municipal Utilities and Engineering Director Harris introduced Resolution No. 8348 adopting the 2021 Engineering and Traffic Survey Report to update specific public street speed limits. City staff conducts Engineering and Traffic Surveys (E&TS) periodically as mandated by the California Vehicle Code (CVC) to establish maximum speed limits on public streets, and to justify enforcement of these speed limits using electronic speed measuring devices.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council approved Resolution No. 8348 adopting the 2021 Engineering and Traffic Survey Report to update specific public street speed limits; and determined that approval of Resolution No. 8348 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 4 - 0 Passed

Contract Award Orange Blossom Trail Phase 3

Municipal Utilities and Engineering Director Harris reviewed a construction contract award for the Orange Blossom Trail Phase 3 Project with Deark E&C, Inc. The Project consists of constructing approximately one half mile of multi-use path along the Mission Channel from Alabama Street to Tennessee Street. The trail will be constructed with asphalt concrete. The scope of work also includes removal or replacement of curb and gutter, driveway approaches and sidewalk as necessary, protecting in place all existing utilities, trees, and public and private improvements, installing signs, pavement striping and markings, and installation and construction of drainage structures. As public comment, Dennis Bell complained the Orange Blossom Trail was a waste of the taxpayer's money since very few people used the trail.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mick Gallagher, the City Council determined that approval of a construction contract with Deark E&C, Inc. for the Orange Blossom Trail Phase 3 Project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; approved the Orange Blossom Trail Phase 3 Project plans and specifications; and awarded a construction contract to Deark E&C, Inc. in an amount not-to-exceed $782,396.

Vote: 4 - 0 Passed

Resolution Nos. 8295 and 8296 SLD and LMD Assessments

Municipal Utilities and Engineering Director Harris provided a report on the procedures to implement assessments for Street Lighting District No. 1 and Landscape Maintenance District No. 1 and introduced Resolution Nos. 8295 and 8296 for the Annual Engineer's Reports Preliminary Approval, and Declaration of Intention to Levy Fiscal Year 22/23 Assessments.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mick Gallagher, the City Council approved Resolution No. 8295, giving preliminary approval of the Annual Engineer's Reports for Landscape Maintenance District No. 1 and Street Lighting District No. 1; approved Resolution No. 8296 declaring the City Council’s intention to levy and collect assessments for fiscal year 22/23; and scheduled a June 21, 2022 Public Hearing to receive comments related to levying assessments within the these districts.

Vote: 4 - 0 Passed

On-Call Sewer Collection System Maintenance Agreement

Municipal Utilities and Engineering Director Harris presented an agreement with Houston & Harris PCS, Inc. for on-call sewer collection system maintenance in an amount not-to-exceed $900,000.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mick Gallagher, the City Council determined that approval of the Agreement with Houston & Harris PCS, Inc. is exempt from environmental review pursuant to section 15301(b) of the State's Guidelines implementing the California Environmental Quality Act; and approved the Agreement with Houston & Harris PCS, Inc. for on-call sewer collection system maintenance for an amount not-to-exceed $300,000 per year, for a one-year agreement with additional optional 2 one-year terms.

Vote: 4 - 0 Passed

Sports Field Maintenance Agreement

Assistant City Manager Boatman summarized an agreement with Mariposa Landscapes, Inc., for Sports Field Maintenance. Field rental fees, established in November 2021, are intended to recover costs for field maintenance and further support the City's recreational programs.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mick Gallagher, the City Council determined that approval of the agreement is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and approved an agreement with Mariposa Landscapes, Inc., in the amount of $308,072.44 for Sports Field Maintenance.

Vote: 4 - 0 Passed

Traffic Signal Systems Maintenance Agreement

Assistant City Manager Boatman provided details on a single source agreement with Yunex, LLC for Traffic Signal Systems Maintenance services in an amount not-to-exceed $2,000,000.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mick Gallagher, the City Council approved that the project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; approved the Single Source Agreement with Yunex, LLC for Traffic Signal Systems Maintenance in an annual amount not-to-exceed $400,0000 for a period of two years, with three additional one-year renewal options, for a possible agreement total amount not-to-exceed $2,000,000.

Vote: 4 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Davis enjoyed the final meeting of the Redlands Youth Council, celebrating the culmination of instruction and civic engagement during the course of the last nine months.

Council Member Gallagher expressed his appreciation to everyone who attended the Memorial Day Observance at Hillside Memorial Park, honoring our fallen veterans. The event was presented by American Legion Posts 106 and 650, Auxiliary Units 106 and 650, SAL Squadrons 106 and 650 and the Hometown Heroes Foundation.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:59 P.M. The next regular meeting of the City of Redlands City Council will be held on June 21, 2022.

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

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

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Board Member Davis, seconded by Board Member Gallagher, the minutes of the regular meeting of May 3, 2022 were approved.

Vote: 4 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 8:00 P.M. The next regular meeting of the Agency will be held on July 5, 2022.