REVISED-3

CITY OF REDLANDS
CITY COUNCIL
SUCCESSOR AGENCY

A G E N D A S

APRIL 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

DANIEL J. McHUGH
City Attorney

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

A G E N D A

The following information comprises the agenda for the regular meetings of the City Council of the City of Redlands and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California. **Although the meeting is open to the public, seating has been reduced to allow for social distancing.**

TUESDAY, APRIL 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 of the City of Redlands to Order.**

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

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

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

Agency Negotiator:	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

6:00 P.M.

D. **Reconvene City Council Meeting**

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

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

G. **Presentations**

1. Presentation of a proclamation declaring the month of April 2022, as DMV/Donate Life California to John VanCampen, representing One Legacy (Mayor Barich)

2. Presentation of a proclamation declaring April 1, 2022, as The United States Coast Guard Auxiliary 45th Anniversary to Denver Drieberg, representing the United States Coast Guard Auxiliary (Mayor Barich)

3. Presentation of a proclamation declaring April 2022, as Arts, Culture, and Creativity Month to Margo Mullen, who represents the Arts Council of San Bernardino County, and presides as Chair of the Redlands Cultural Arts Commission (Council Member Davis)

H. **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.)

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

1. Approve minutes of the regular meeting of March 15, 2022 (City Clerk Donaldson)

2. Authorize issuance of a proclamation for calendar year 2022 recognizing the celebration of Arbor Day in the City of Redlands (Mayor Barich)

3. Authorize issuance of a proclamation declaring the month of April 2022 as DMV/Donate Life California (Mayor Barich)

4. Authorize issuance of a proclamation declaring April 1, 2022, as The US Coast Guard Auxiliary 45th Anniversary (Mayor Barich)

5. Authorize issuance of a proclamation declaring April 10, 2022, as Dolores Huerta Day (Mayor Pro Tem Tejeda)

6. Authorize issuance of a proclamation declaring the month of April 2022 as Arts, Culture, and Creativity Month (Council Member Davis)

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

8. Approve recommendation for an appointment to the Cultural Arts Commission (Mayor Barich and Council Member Davis)

9. Approve Resolution No. 8316 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)

10. Direct Staff to Review the Conflict of Interest Code for the City of Redlands (City Clerk Donaldson)

11. Disclosure of Settlement and Release Agreement - Chase Management, Inc.; San Bernardino County Superior Court Case No. CIVDS1907758 (City Attorney McHugh)

12. Approve an agreement with the County of San Bernardino for the use of Redlands' local allocation of National Opioid Settlement Funds (City Attorney McHugh)

13. Authorize Mayor Barich to sign a letter on behalf of the City of Redlands in support of AB 1627 and AB 1628 (Assistant City Manager McConnell)

14. Approve the grant award from the FY 2020 State Homeland Security Grant Program, and an additional appropriation of $23,568 to the Police Department (Police Chief Catren)

15. Approve entry into a Mills Act Contract with Debashish Ghosh and Atishma Kant for the property located at 225 East Fern Avenue, and determine that approval of the agreement is exempt from the California Environmental Quality Act Guidelines pursuant to Section 15061(b)(3) (Development Services Director Desatnik)

16. Notice to conduct an annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code (Development Services Director Desatnik)

17. Approve the First Amendment to the Professional Services Agreement with Willdan Engineering to increase the original agreement from $29,500 to a total aggregate amount of $86,400 for Building Official Services while the Development Services Department recruits to fill the vacant Chief Building Official position (Development Services Director Desatnik)

18. Approve a sole source purchase order with Cummins Sales and Service in the amount of $57,011.01 for in-frame repairs to a solid waste collection truck (Assistant City Manager Boatman)

19. Approve a request to hold the Redlands Firefighter's Car show event hosted by the Redlands Professional Firefighters Association on May 29, 2022 at Ed Hales Park and along State Street; authorize street closures; approve a request for in-kind support in the amount of $6,648.00; authorize the sale and consumption of alcoholic beverages at the event, and determine that the event is categorically exempt from environmental review pursuant to Section 15301 of the state’s guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

20. Reject all bids received for the On-Call Sewer Collection System Repair Services (Municipal Utilities and Engineering Director Harris)

21. Authorize a contribution of $70,099.25 to San Bernardino Valley Water Conservation District's Habitat Conservation Trust for Wash Plan permitting fees, and approve an additional appropriation in the amount of $70,099.25 (Municipal Utilities and Engineering Director Harris)

22. Reject all bids received for the Orange Blossom Trail Phase 3, Project No. S241001, and direct staff to solicit new bids for the project (Municipal Utilities and Engineering Director Harris)

23. Disclosure of Settlement and Release Agreement - S.B.C.W. Consulting, Inc.; San Bernardino County Superior Court Case No. CIVDS2015309 (City Attorney McHugh)

J. **Communications**

1. Presentation by Accelerate Neighborhood Climate Action on the work the organization is doing within the City of Redlands in relation to the effects of climate change (Mayor Pro Tem Tejeda)

2. Annual Report from Chairman Ryan Johnson representing the Parks and Recreation Advisory Commission (Assistant City Manager Boatman)

3. Annual Report from Commissioner Kelly McGrail representing the Cultural Arts Commission (Assistant City Manager Boatman)

4. Discussion and possible action relating to the City Clerk's compensation and consideration of Resolution No. 8327 (Council Member Gallagher)

K. **New Business**

1. Consideration of an agreement with Lenslock, Inc. in the amount of $478,065 for body worn camera equipment and online services; approve an additional appropriation of $370,250 from the General Fund's unassigned fund balance (Police Chief Catren)

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

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

N. **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 March 1, 2022 (Secretary Donaldson)

4. Adjourn Successor Agency Board of Directors' meeting
The next regular meeting of the Agency will be held on May 3, 2022

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

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcasted at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Agendas, staff reports and minutes of the City Council of the City of Redlands are available on the Internet:

http://www.cityofredlands.org

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of March 15, 2022 (City Clerk Donaldson)

MOTION:

I move to approve the minutes of the regular meeting of March 15, 2022.

Attachments

Minutes of the regular meeting of March 15,2022

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on March 15, 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; Dan McHugh, 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, Intermin Fire Chief

Mayor Barich called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel: Anticipated Litigation - Government Code §54956.9(d)(2)(e)(3)
(Assistant City Manager Boatman)
One Case:
a. Facts and circumstances: Receipt of threatened litigation against the City by the American Youth Soccer Organization relating to the operation of the Redlands Sports Park.

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

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

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

Agency Negotiator:	Assistant City Manager McConnell
Employee Organizations:	Redlands Association of Department Directors
	Redlands Association of Management Employees
	Redlands Association of Mid-Management Employees
	Redlands Association of Safety Management Employees
	Redlands Association of Fire Management Employees
	Redlands Police Officers Association
	Redlands Professional Firefighters Association
	Redlands Civilian Safety Employees
	Teamsters Local 1932 Redlands Chapter

RECONVENE CITY COUNCIL MEETING

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

CLOSED SESSION REPORT

City Attorney McHugh announced that Council Member Davis recused herself on Closed Session Item C-2 due to her ownership of property within 500 feet of the property under negotiation. Furthermore, he announced that no reportable action was taken during closed session.

PRESENTATIONS

Lifesaving Award

Interim Fire Chief Sessler described the brave actions of Nicholas Miller and Kacey Reineman, who acted selflessly to save a woman from a house fire. Chief Sessler presented the lifesaving award to Mr. Miller. Ms. Reineman was unable to attend tonight's meeting and will receive her award at a later date.

PUBLIC COMMENT

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

Various Thoughts - Dennis Bell questioned whether the Kiwanis Club had gained the approvals needed to post No-Parking signs that were placed throughout the City in connection with the Run Through Redlands event. He thought the Redlands School District appeared to be ignoring certain systemic issues related to the many charges of employee sexual misconduct, and he complained that a Metrolink public meeting, scheduled via Zoom, conflicted with tonight's Council meeting.

Property Concerns and the U of R - Steve Rogers referenced an email communication he sent to the City Council earlier this evening, expressing his concerns of possible real estate fraud in connection with two different properties and the University of Redlands.

CONSENT CALENDAR

Minutes

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved the minutes of the regular meeting of March 1, 2022.

Vote: 5 - 0 Passed

Proclamation Vietnam War Veterans Day

Mayor Barich was grateful for all Vietnam War Veterans and was pleased to announce the Proclamation would declare March 29, 2022, as Vietnam War Veterans Day. As a Vietnam War veteran himself, Council Member Gallagher appreciated the Mayor's acknowledgment, and he heartily added, a "Welcome Home" to Veterans.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved the issuance of a proclamation declaring March 29, 2022, as Vietnam War Veterans Day.

Vote: 5 - 0 Passed

Proclamation Cesar Chavez Day

Mayor Pro Tem Tejeda highlighted the work of Cesar Chavez who tirelessly fought to improve the plight of the farmworker, and he explained the City had a history rich in agriculture, located in the largest navel orange producing regions in the world.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the issuance of a proclamation declaring March 31, 2022, as Cesar Chavez Day.

Vote: 5 - 0 Passed

Resolution No. 8312 Remote Teleconference Meetings

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8312 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

Parks and Recreation Advisory Commission Appointment

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously appointed Justin Weekley to serve the remainder of a four-year term on the Parks and Recreation Advisory Commission ending January 6, 2026.

Vote: 5 - 0 Passed

Adopt Ordinance No. 2931 Council Member Election District Boundaries

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously adopted Ordinance No. 2931, amending Chapter 2.03.030 of the Redlands Municipal Code relating to the adjustment of current City Council Member Election District Boundaries.

Vote: 5 - 0 Passed

Resolution No. 8309 Statement of Investment Policy

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8309, establishing a Statement of Investment Policy and rescinding Resolution No. 8035.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Heidi Kirkendoll. Under the terms of the agreement, the City agrees to pay Ms. Kirkendoll $20,000 to settle and dispose of disputes and controversies associated with a civil action pending in the San Bernardino Superior Court and entitled, Heidi Kirkendoll, et al., Case No. CIVDS 1933311.

Vote: 5 - 0 Passed

Emergency Resolution No. 8065 Report

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved the Report regarding Emergency Resolution No. 8065 proclaiming the existence of a local emergency in response to COVID-19 (Coronavirus Disease 2019).

Vote: 5 - 0 Passed

Resolution No. 8289 Investment Authority Delegation

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8289 delegating investment authority to the City Treasurer pursuant to Government Code Section 53607.

Vote: 5 - 0 Passed

Resolution No. 8306 Public Records Destruction

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8306 approving the destruction of certain Finance/ Revenue department public records.

Vote: 5 - 0 Passed

Alcohol Consumption Request at Sylvan Park

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously determined that approval of the request is exempt from environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Environmental Quality Act; and approved a request for the serving and consumption of alcoholic beverages at Sylvan Park for Carol Jones' Retirement Party to be held on June 18, 2022.

Vote: 5 - 0 Passed

Purchase Order Modifications

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved a modification to the purchase order with Universal Protection Service, LP, Doing Business As: Allied Universal Security Services to amend the total to an amount not to exceed $81,071.39, and to the purchase order with Executive Facilities Services to amend the total to an amount not to exceed $94,916.70.

Vote: 5 - 0 Passed

General Plan Conformance

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously determined that the Purchase and Sale Agreement for Assessor's Parcel No. 0168-091-07-0000 is exempt from review under the California Environmental Quality Act pursuant to Section 15061(b)(3) of the State Guidelines implementing CEQA; accepted the Report and conclusion of the Planning Commission's findings of conformance with the City of Redlands General Plan; approved the Purchase and Sale Agreement with San Bernardino Valley Municipal Water District for the acquisition of Assessor's Parcel No. 0168-091-07-0000 in the amount of $22,500 and approved an additional appropriation of the same.

Vote: 5 - 0 Passed

Amending Seismic and Structural Assessment Agreement

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved Amendment No. 1 to the Agreement with Richard Brady & Associates, Inc. for the performance of a seismic and structural assessment of the City's water infrastructure. The amendment extends the date for termination of the services to July 31, 2022.

Vote: 5 - 0 Passed

Amending Environmental Site Assessment Agreement

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously determined that approval of the Fourth Amendment to the Professional Services Agreement with Rincon Consultants, Inc. 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 Fourth Amendment to the Professional Services Agreement between the City of Redlands and Rincon Consultants, Inc. to continue providing environmental site assessment services at the Alabama Street Septage Disposal Ponds.

Vote: 5 - 0 Passed

Amending Agreement Engineering and Traffic Surveys

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved Amendment No. 1 to the Agreement with RK Engineering Group, Inc. to perform Engineering and Traffic Surveys on various streets within City limits.

Vote: 5 - 0 Passed

Police Department's Military Equipment Use Policy

As public comment, Steve Rogers suggested the City consider donating excess military equipment to Ukraine. City Manager Duggan clarified that currently, the only equipment worthy of donating was the one just purchased, which is a replacement for a vehicle considered inoperable.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously agreed to receive and file the Redlands Police Department's Military Equipment Use Policy.

Vote: 5 - 0 Passed

RADD Side Letter

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved the Side Letter between the City and the Redlands Association of Department Directors (RADD), providing Chief Sessler up until August 31, 2023, to utilize or sell his earned leave while continuing to accrue leave.

Vote: 5 - 0 Passed

Proclamation Commending Maestro Frank Paul Fetta

Mayor Barich recognized the contributions of Maestro Frank Paul Fetta with a Proclamation commending his over 40 years of service to the Redlands Bowl.

On motion of Mayor Paul Barich, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously issued a Proclamation commending Maestro Frank Paul Fetta for over 40 years of service to the Redlands Bowl.

Vote: 5 - 0 Passed

COMMUNICATIONS

Video Series: Redlands Making Progress

Public Information Officer Baker introduced a new video series, entitled “Redlands Making Progress”. The series will spotlight the progress made on various capital maintenance work and this month's video highlighted the 2021 Citywide Sidewalk and ADA Ramp Replacement Project. Filming and production work was performed by Cheryl Williams, Multimedia Production Coordinator.

American Rescue Plan Act SLFRF

Maira Durazo, Grants Coordinator, explained that on March 1, 2022, the City Council directed staff to revise program options for Council’s consideration related to the use of State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). The overall concept and categories of the programs remained unchanged with the revisions focused on the total program budget, number of beneficiaries to be served, benefit amount, and program duration. She provided the revisions and detailed the six categories that were recommended to receive funds: Assistance to Households, comprised of grocery gift card program and utility bill assistance; Services for Unhoused Persons, comprised of Steps 4 Life and a homeless coordinator; Business Economic Recovery, including Business Gift Voucher Match Program; Waste Water Rate Reduction; Premium Pay for Eligible Essential Workers and Pandemic Response, incorporating limited-term administrative assistants and public health response.

As public comment, Roger Uminski, Bev Ching, Erin Mancha and Dom Betro for Michael Ocasio, all from Citrus Counseling Services, spoke in support of redirecting some

ARPA/SLFRF funds to local non-profit groups, who are equipped to provide assistance to those in need within the community. They pointed out that non-profits make up about 10% of the economy, already have proven programs in place and can efficiently offer services such as housing, food, clothing and mental health services. Heidi Mayer, of Youth Hope and Kyra Steward, of Redlands Family Service Association, highlighted their organization's work and advocated for Council to consider releasing some funding to non-profit groups, as this was an efficient way to help the community.

Council Members appreciated staff's efforts to rework the funding options and incorporate their input. They explored the options to include funding for non-profit groups and considered how best to accomplish that goal. They reviewed the grocery gift card program and wondered if there might be some overlap among the different programs. Council Member Guzman-Lowery supported setting aside funding for non-profits, especially as it related to homelessness. Mayor Pro Tem Tejeda stressed these funds will support people who are in urgent need. City Manager Duggan clarified that Council had flexibility to re-assign funding for non-profits and could shift funds between categories, but they must identify which category would be reduced accordingly. He announced the City was just awarded a $30 million State of California Homekey grant for development of an existing motel as supportive housing to provide shelter and services for the homeless population, one of 13 new Homekey projects statewide.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously directed staff to initiate the program and authorize the expenditures of $11,508,106 of American Rescue Plan Act SLFRF funds for the programs described; approved shifting up to $200,000 from the Public Health Response category, to be set aside for non-profit group assistance; approved two limited-term, full-time Administrative Assistant I/II positions for the administrative support and facilitation of community programs under the City’s American Rescue Plan Act SLFRF allocation; and authorized Finance to move American Rescue Plan Act SLFRF funds as needed in the future within the approved categories.

Vote: 5 - 0 Passed

FY 22-23 through FY 27-28 Strategic Plan

Assistant City Manager McConnell introduced Strategic Planning consultant, Ms. Michelle Kennedy of BerryDunn to present the City's proposed Strategic Plan for FY 22-23 through FY 27-28. The proposed Plan resulted from a collaborative process that engaged the community. Residents and businesses were invited to rate how they thought the City was doing and to share their ideas and visions for the future of Redlands. The consultants reached out and met with a wide array of community stakeholders, including residents, community organizations and service clubs, business groups, educators, faith-based communities and churches, minority groups, youth organizations, labor groups as well as the City's advisory boards and commissions and City staff.

In December 2021, the City Council was presented the information gathered through the community engagement process and were led through the exercise of outlining a mission, a vision, core values and strategic priorities. Subsequently, a strategic planning workshop was held with the City's management team to develop objectives in support of the Council's strategic priorities. The Strategic Plan is a living document that will focus the

City's energy and resources, ensure that City officials and staff are working toward common goals, establish consensus around intended outcomes and allow the City to regularly assess and adjust the organization's direction in a changing environment. Ms. Kennedy detailed each of the four strategic priorities. These included, PRIORITY A - Quality of Life: Ensure Redlands continues to be a vibrant community that honors its heritage; PRIORITY B - Public Health and Safety: Enhance services and programs so that all community members are safe, sheltered; PRIORITY C - Equity and Inclusion: Cultivate wide-ranging community engagement and a work force that strives to ensure everyone in the community has access to City services and facilities; PRIORITY D - Sustainability: Preserve and protect what makes Redlands special by maintaining core services.

Ms. Kennedy briefly reviewed the City's next steps and showed an example of an implementation plan template and a quarterly and annual report template. City Manager Duggan stressed the need to establish achievable measures to meet these broader priorities and goals. Council Member Gallagher raised concerns with the City's existing infrastructure, as well as, the aging systems of Southern California Edison, and he wondered how these systems would meet the future demands that will come from population growth and the developments planned in the downtown area. It was agreed that infrastructure topics would best be handled under the priority labeled Sustainability. The Council Members thanked Ms. Kennedy for her thoughtful presentation and comprehensive work. As public comment, Dennis Bell complained the Strategic Plan was vague, ambiguous and light on details. Steve Rogers stated that the public was still waiting for the Transit Villages Specific Plan to be completed, and in his opinion, the General Plan should be used as the guide for the City's future, not this Strategic Plan.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously adopted Resolution No. 8315, approving the City of Redlands Strategic Plan for FY 22-23 through FY 27-28.

Vote: 5 - 0 Passed

Measure T Citizens' Oversight Committee Annual Report

Management Services/Finance Director Garcia introduced Chairperson Toni Momberger to present the annual report of the Measure T Citizens' Oversight Committee for FY 2020-21. The purpose of the one cent tax (approved by voters in November 2020) was to provide funding for safety services, fire protection, paramedics, 911 emergency response, addressing homelessness, police patrols and crime prevention, maintaining library services, parks, sidewalks and roads, keeping public areas well maintained and other general services. She provided a brief summary and background of the Oversight Committee, reviewed the City Council's list of prioritization for expenditures, recapped the Committee proceedings, and she highlighted financial summary information. The Committee found that funds were collected and appropriately spent in accordance with the City's corresponding fiscal year budget plan, to the extent that timing allowed and that the City's FY 2021?22 General Fund Adopted Budget both promoted and maintained the City's core services, including public safety.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously agreed to receive and file the Annual Report from the Measure T Citizens' Oversight Committee for FY 2020-21.

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Resolution Nos. 8313 and 8314 CFD Annexation No. 26

Mayor Barich opened the hearing and called on John Harris, of Municipal Utilities and Engineering, for a report on a request from Lennar Homes of California, LLC to annex territory to Community Facilities District No. 2004-1 for the purposes of performing maintenance of perimeter lettered lots, retention basins, and street trees adjacent to Tract Map No. 20257. City Clerk Donaldson agreed to hold the special election within the annexing territory on March 15, 2022. With no further comments, Mayor Barich closed the public hearing. City Clerk Donaldson conducted the special election and announced the results, which determined the required two-thirds of the votes cast (38-0) were in favor of levying the tax.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8313, calling a special election of the question of levying special taxes within the territory to be annexed to CFD No. 2004-1; and approved Resolution No. 8314, declaring the voting results of the special election were in favor of levying the tax, and therefore, the territory will be annexed to the CFD No. 2004-1.

Vote: 5 - 0 Passed

NEW BUSINESS

Auditing Services Agreement

Management Services/Finance Director Garcia offered details of an agreement for professional auditing services with The Pun Group to provide auditing services for fiscal years ending June 30, 2022, 2023 and 2024 with the option to extend to 2025 and 2026.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the agreement for professional auditing services with The Pun Group to provide auditing services for fiscal years ending June 30, 2022, 2023 and 2024 with the option to extend to 2025 and 2026 with a total agreement amount not-to-exceed $318,549.

Vote: 5 - 0 Passed

Contract Award CDBG Joslyn Center Renovation Project

This item was pulled from tonight's agenda and will be presented to the City Council at a future meeting.

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Davis hosted the Youth Council last week and thanked Interim Fire Chief Sessler and his staff for providing a lively and informative presentation.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:12 P.M. The next regular meeting of the City of Redlands City Council will be held on April 5, 2022.

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation for calendar year 2022 recognizing the celebration of Arbor Day in the City of Redlands (Mayor Barich)

MOTION(S):

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

I move to authorize issuance of the proclamation for calendar year 2022 recognizing the celebration of Arbor Day in the City of Redlands.

RECOMMENDATION:

Staff recommends that the City Council authorize issuance of the proclamation for calendar year 2022 recognizing the celebration of Arbor Day in the City of Redlands.

DISCUSSION:

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

Each year, the City declares its continued dedication to National Arbor Day by approving a proclamation recognizing the celebration of this day with the planting of trees at locations recommended by the Street Tree Committee and approved by the Facility and Community Services Department. In 2021, the City coordinated the planting of six replacement trees comprised of Red Flowering Gum Eucalyptus, Peppermint Box Eucalyptus, and Western Redbud trees. These six specimen replaced four large and failing Mulberry trees, the Mulberry

trees began to fail sporadically which created a very hazardous situation as these trees immediately abut Texonia Park's playground area.

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

ALTERNATIVES:

The City Council may choose not to approve the proclamation.

STRATEGIC PLAN:

Supports Focus Area D: Land Resource Management

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Janice McConnell, Assistant City Manager

PREPARED BY:
Erik Reeves, Field Services Superintendent

Fiscal Impact

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

Discussion:
Not Applicable

Attachments

Arbor Day Proclamation 2022



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

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

WHEREAS, 2022 marks the 150th anniversary of the holiday which is now observed throughout the nation and the world; and

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

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

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

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

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Redlands declares April 29th, 2022, as ***Arbor Day*** and encourages all residents to support efforts to protect our trees and woodlands; and

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

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 5th day of April, 2022.

_____
Paul T. Barich, Mayor

Attest:

_____
Jeanne Donaldson, City Clerk

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of April 2022 as DMV/Donate Life California (Mayor Barich)

MOTION:

I move to authorize issuance of a proclamation declaring the month of April 2022 as DMV/Donate Life California.

Attachments

Donate Life - 2022

Proclamation

Donate Life Month

WHEREAS, organ, eye, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 100,000 individuals nationwide and more than 20,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting due to the shortage of donated organs; and

WHEREAS, the need for donated organs is especially urgent in Hispanic, Latino, and African American communities; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 75 others; and

WHEREAS, donation of tissue can save and heal the lives of more than 75 others; and

WHEREAS, organ donors saved more than 40,000 lives last year, the most ever; and

WHEREAS, any person can register to be an organ, eye and tissue donor regardless of age or medical conditions; and

WHEREAS, being a registered donor does not impact the quality of life-saving medical care a person receives in an emergency; and

WHEREAS, California residents can sign up with Donate Life California Donor Registry online at any time www.donateLIFEcalifornia.org or, for Spanish-speakers, www.doneVIDAcalifornia.org; and

WHEREAS, California residents can sign up to be an organ, eye and tissue donor when applying for or renewing their driver's license or ID cards at the California Department of Motor Vehicles; and

WHEREAS, California residents interested in saving a life through living kidney donation may visit www.LivingDonationCalifornia.org;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby proclaim the month of April, 2022 as DMV/*Donate Life California Month* in the City of Redlands and encourages its residents to check "YES" when applying for or renewing their DMV driver's license or I.D. Card at the DMV.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 5th day of April, 2022.

_____

Paul T. Barich, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring April 1, 2022, as The US Coast Guard Auxiliary 45th Anniversary (Mayor Barich)

MOTION:

I move to authorize the issuance of a proclamation declaring April 1, 2022, as The US Coast Guard Auxiliary 45th Anniversary.

Attachments

US Coast Guard Auxiliary Proclamation 2022

PROCLAMATION

In Recognition of
United States Coast Guard Auxiliary
Inland Empire Flotilla 114-11-11
45th Anniversary

WHEREAS, in 1790, the United States Coast Guard was the first military branch organized to serve and protect the homeland of the United States of America; and

WHEREAS, in 1939, the United States Coast Guard Auxiliary organization was formed as an organization of volunteers to support Active Duty operations serving and protecting the oceans, rivers and waterways in our country; and

WHEREAS, in April 1977, military veterans and supporters in the Redlands community came together to initiate a locally-based organization to support Active Duty operations, especially those focused on recreational boating safety and the protection of the marine environment in inland area waterways; and

WHEREAS, in the 45 years since its inception, the U. S. Coast Guard Auxiliary Flotilla based in Redlands has provided continuous no-cost support, mentoring, public education for boating safety and marine environmental protection, and vessel safety inspections for local and area residents using regional waterways for commerce and recreation; and

WHEREAS, local residents continue to receive mentoring and directed training, so they can use that knowledge to provide volunteer support services that promote the safety of the general public and preserve the marine environment now and for years to come;

NOW, THEREFORE, BE IT PROCLAIMED, that the City of Redlands joins in the celebration of April 1st, the 45th anniversary of the Redlands-based Inland Empire unit, Flotilla 114-11-11, of the United States Coast Guard Auxiliary; and

BE IT FURTHER RESOLVED that the City of Redlands encourages all residents to join and support this U. S. Coast Guard Auxiliary unit to promote the well-being of the public and the environment for this and future generations.

IN WITNESS THEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 5th day of April, 2022.

_____
Paul T. Barich, Mayor

Attest:

_____
Jeanne Donaldson, City Clerk

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring April 10, 2022, as Dolores Huerta Day (Mayor Pro Tem Tejeda)

MOTION:

I move to authorize issuance of a proclamation declaring April 10, 2022, as Dolores Huerta Day.

Attachments

Dolores Huerta Proclamation

PROCLAMATION

Dolores Huerta Day

WHEREAS, Dolores Huerta was born on April 10, 1930, in Dawson, New Mexico and spent most of her childhood and early adult life in Stockton, California with her two brothers and their mother following her parents' divorce; and

WHEREAS, her father, Juan Fernández, a farmworker and miner, was a union activist and her mother, Alicia Fernández, was active in numerous civic organizations as well as the church, using her 70-room hotel to provide housing to low-wage workers; and

WHEREAS, Dolores Huerta, in the service-oriented spirit of her parents, carried the torch of positive impact in her community, becoming both an organizer and activist and serving in the Stockton Chapter of the Community Service Organization (CSO) and also founding the Agricultural Workers Association to better the lives of others; and

WHEREAS, upon meeting César Chávez, the two served and worked together as major voices in American History, founding the National Farm Workers Association in order to raise awareness to the plight and difficulties encountered by agricultural workers who were frequently exploited and unfairly treated; and

WHEREAS, Dolores Huerta is one of the most influential labor activists of the 20th century, becoming the first Latina inducted into the National Women's Hall of Fame in 1993 and being awarded the Presidential Medal of Freedom, the highest civilian award in the United States, in 2016, while also emerging as an inspiration and guiding light to many generations of women as an early trailblazer, a role model, heroine, a skilled organizer and tough negotiator; and

WHEREAS, Dolores Huerta is recognized in the City of Redlands as a voice that enacted positive change within the agricultural community, an industry intimately tied to the City's history and still an integral part of its social and economic fabric to this day, both through its heritage groves and its workers; and

WHEREAS, we also recognize, honor, and celebrate one of America's greatest champions for agricultural laborer rights and social justice, an individual whose lifelong commitment to justice for all and the many trails she paved for generations of activists has made us a stronger, more just, and a more prosperous country and community;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim April 10th, 2022, as Dolores Huerta Day in Redlands and, in the spirit of Dolores Huerta, encourages all residents to create positive impacts in the community to better the lives of others.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 5th day of April 2022.

_____
Paul T. Barich, Mayor

_____
Eddie Tejeda, Mayor Pro Tempore

Attest:

_____
Jeanne Donaldson, City Clerk

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring the month of April 2022 as Arts, Culture, and Creativity Month (Council Member Davis)

MOTION:

I move to authorize issuance of a proclamation declaring the month of April 2022 as Arts, Culture, and Creativity Month.

Attachments

Arts, Culture, and Creativity Month

PROCLAMATION

Arts, Culture, and Creativity Month

WHEREAS, the City of Redlands celebrates the role that the arts and creativity play in helping us navigate the pandemic, amplify the need for racial equity, and highlight the power of the arts to change our lives for the better; and creates a positive economic impact for our city; and

WHEREAS, the City of Redlands Cultural Arts Commission works to support the arts and creativity in Redlands as an essential part of our thriving community through services including a rotating art on loan program, , annual acquisitions, and public art projects, and builds relationships with local businesses to create inclusive arts opportunities; and

WHEREAS, the Redlands Cultural Arts Commission partners with the Arts Council of San Bernardino County, and additional local arts nonprofits to advance the arts and creativity in our City; and

WHEREAS, **Arts, Culture and Creativity Month** is the 4th annual statewide awareness and advocacy event that recognizes the crucial role of arts, culture, and creativity in the lives of everyone in California and Redlands; and

WHEREAS, the City of Redlands recognizes that the arts and creativity support student success and lifelong learning, provide key job skills, and bring joy to our community while strengthening our connections; and

WHEREAS, the City of Redlands values partnering with all our local nonprofits and the San Bernardino County Arts Council and state-level organizations to promote unified support for the arts and will continue to work with all local arts nonprofits and businesses for the betterment of the community;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Redlands does hereby proclaim April 2022 as **Arts, Culture, and Creativity Month**, and encourages everyone to celebrate the power of the arts in our community.

IN WITNESS THEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 5th day of April, 2022.

_____

Paul T. Barich, Mayor

_____

Denise Davis, Council Member

Attest:

_____

Jeanne Donaldson, City Clerk

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

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

MOTION:

1. I move to appoint Joseph Valdivia of the Redlands Police Officers Association to serve a one-year term as the public safety bargaining unit member on the Measure T Oversight Committee beginning April 21, 2022, and ending April 21, 2023.

2. I move to appoint Mike Foster of the Redlands Association of Mid-Management Employees to serve a one-year term as the non-public safety bargaining unit member on the Measure T Oversight Committee beginning April 21, 2022, and ending April 21, 2023.

RECOMMENDATION:

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

DISCUSSION:

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

advisory capacity to the City Council in all other policy matters pertaining to Measure T funds; and present an annual written report to the City Council.

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

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

- Ruth Cook, District 1
- Edward Ico, District 2
- Steven M. Chapman, District 3
- Toni Momberger, District 4
- Shelli Stockton, District 5

SUBMITTED BY:

Jennifer Macias, Management Analyst

REVIEWED BY:

Charles M. Duggan, Jr., City Manager
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve recommendation for an appointment to the Cultural Arts Commission (Mayor Barich and Council Member Davis)

MOTION:

I move to appoint Jina Edwards to serve the remainder of a four-year term on the Cultural Arts Commission ending January 6, 2025.

RECOMMENDATION:

It is recommended by Mayor Barich and Council Member Davis that the City Council consider this appointment to the Cultural Arts Commission. Pursuant to the Redlands Municipal Code, appointments to this commission 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; therefore, Council Member Davis has been delegated authority by Mayor Barich to make the recommendation for this appointment.

DISCUSSION:

One vacant seat exists on the Cultural Arts Commission due to an automatic seat forfeiture by Commissioner Candice Cabanilla-Stewart's resulting from excessive absences. Two public notices requesting interested residents to submit an application for the Cultural Arts Commission were issued in February and March. In addition, the public notices were concurrently aired on Redlands TV and posted at the community bulletin board at the A. K. Smiley Public Library. The local newspapers also received distribution of the public notices. Four new applications were received from the recent postings, and five from previous postings.

The Cultural Arts Commission consists of seven members as follows:

- Daniel Goham
- Dennis Christensen
- Kelly McGrail
- Margo Mullen
- Danielle Giudici Wallis
- Robert Walker
- 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

Cultural Arts Commission First Public Notice

Cultural Arts Commission Second Public Notice

Cultural Arts Commission Applications Redacted

City of
REDLANDS

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

PUBLIC NOTICE

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

CULTURAL ARTS COMMISSION

The Cultural Arts Commission promotes public interest in arts, recommends new arts programs and sources of funding for those programs, assists the City Council by recommending policies to encourage, develop and support the arts in Redlands, and advises the City Council in the administration of the City's "Art in Public Places" program.

The Cultural Arts Commission meets bi-monthly on the second Monday of odd-numbered months at 4:00 p.m. Residents interested in applying for the non-salaried position on this commission may request application forms from the Office of the City Manager, City Hall, 35 Cajon Street, Suite 200, or by phone 798-7510, or from the City's website at www.cityofredlands.org

Deadline for filing applications is February 1, 2022.

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

1/18/2022

City of
REDLANDS

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

PUBLIC NOTICE

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The Cultural Arts Commission meets bi-monthly on the second Monday of odd-numbered months at 4:00 p.m. Residents interested in applying for the non-salaried position on this commission may request application forms from the Office of the City Manager, City Hall, 35 Cajon Street, Suite 200, or by phone 798-7510, or from the City's website at www.cityofredlands.org

Deadline for filing applications is March 3, 2022.

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

2/17/2022



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

Name Jina Edwards

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation Artist, Barista, Business Owner

Reasons for desiring to serve – relevant experience and qualifications:

I would like to serve on the arts commisssion because the arts are very important part of my life. I believe cities thrive and are strengthened through the arts.

This belief has driven me to dive deep into my own art practice and share with others. I have been a part of many art shows both as an artist and behind the scenes.

I have curated art shows in Redlands and Long Beach. I wasa part of the team who created the first Pride Festival in Redlands.

I created and curated the First Black History Art show in Redlands along with a Proclamation. I helped paint several murals in San Bernardino county and In Redlands

specifically. I am a published author of an art book and a children's book and I represent an underserved part of this community.

Signature _____ **Date** 02-18-2022

** 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) Daniel Gohman

(2) Kelley Bader

Telephone _____

Telephone _____

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.)

FEB 2022
RECEIVED
City Attorney's Office

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Jason Gerraughty

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation Business Services Specialist, Sage Oak Charter School

Reasons for desiring to serve – relevant experience and qualifications:

I have a PhD in Music, and have been a working composer, nationally recognized, for over twenty years. Prior to moving to Redlands, I worked for arts organizations in Sydney, Australia, where I previously lived, including Musica Viva Australia, and Opera Australia. I would like to take these skills and my experience and apply them toward the strengthening and enrichment of Redlands' local arts culture, ensuring that all artists have the opportunity to thrive in our city, and to make sure that the arts remain a priority in Redlands.

Signature _____ **Date** 02/24/2022

** 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) Shane Williams

(2) Tony Gonzalez

Telephone _____

Telephone _____

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

Authentisign ID: 9019914E-55AF-4C59-8F27-5507BA5ECC5A

FEB 2022 RECEIVED City Attorney's Office

CITY OF REDLANDS
COMMISSION APPLICATION FORM

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

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commission

Name Melissa O'Donnell

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation Realtor

Reasons for desiring to serve – relevant experience and qualifications:

I love the way Redlands is expanding and using art as a tool to communicate. I have many ideas to further the expansion and bring unique art and cultural events to the area. It is so important to keep thinking of new ways to share art forms. I hope to be able to add even more by being on this committee.

Signature Authentisign Melissa O'Donnell 2/23/2022 3:34:37 PM GMT **Date** 2-23-2022

** 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) Vanessa Bernardo

(2) Anahita Perez

Telephone _____ Telephone _____

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

Cultural Arts Commission

Name Stephanie MacLean

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation Development & Operations Coordinator at Geena Davis Institute on Gender in Media

Reasons for desiring to serve – relevant experience and qualifications:

I am interested in serving on the commission in order to be more involved in the Redlands community and also to continue my passion for supporting community art endeavors. I have experience working at the Robert and Frances Fullerton Museum of Art (RAFFMA) at CSUSB for nearly a decade as well as serving on the board of directors for Arts Connection, the Arts Council of San Bernardino County for over 2 years. Currently, I work as a development and operations coordinator for the Geena Davis Institute, where we use proprietary research in order to push for better representation of gender, race, age, etc in the media which I believe will be a good resource for the board to ensure that public art initiatives are properly representative of the community.

Signature Stephanie MacLean **Date** 2/8/22

**** 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) Annery Sanchez

_____

_____

Telephone _____

(2) Danielle Guidici Wallis

_____

_____

Telephone _____

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

Cultural Arts Commission

Name 40Nancy Huffaker

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation retired teacher/small business owner

Reasons for desiring to serve – relevant experience and qualifications:

I spent 30+ years teaching high school fine and performing arts. While I've lived and worked in a myraid of places, Redlands remains my base. I grew up here, and have spent many summers here before returning to live here last year. In addition to my experience in other places, I was a company member of the RTF before they had a permanate home in the Prospect Park, served several positions with the board (albeit many moons ago), and, when living and working on Lanai (in Maui County), helped to procure an AIPP grant for our tiny island.

Signature Nancy Huffaker **Date** 7 March 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) Vicki Janis _____

_____

_____

Telephone _____

(2) Cynthia Lake _____

_____

_____

Telephone _____

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

Cultural Arts Commission

Name Rodgir Cohen, PhD

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation University Lecturer

Reasons for desiring to serve – relevant experience and qualifications:

(1) As a political science professor, I enjoy being apart of grassroots programs.

(2) I have 3 master degrees and a doctoral degree. I am a military veteran.

(3) My children are involved in local theater. I support the arts and growing the arts.

(4) CV can be provided upon request.

Signature _____ **Date** 1 October 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) Heather Buck _____

_____

_____

Telephone _____

(2) Dulcie Betham _____

_____

_____

Telephone _____

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

Cultural Arts Commission

Name John Andrews

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation Director of Communications

Reasons for desiring to serve – relevant experience and qualifications:

I am a writer and musician/songwriter who has peformed in Redlands, an written about the city for many years. I appreciate and want to enhance Redlands' longstanding reputation as the Cultural Arts gem of the Inland Empire. I also want to engage the young people of the city to carry on this great tradition. My communication background can also be valuable in the promotion of Redlands cultural arts events and endeavors.

Signature _____ **Date** 10-4-2021

** 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) Steve Hellerman _____ (2) Sharon Callon-Schwartz _____

_____ _____

_____ _____

Telephone _____ Telephone _____

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 dis

COMMISSION\BOARD APPLIED FOR

Cultural Arts Commissione

Sarah Rebecca Johnson

Name _____

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Physician Assistant

Occupation _____

Reasons for desiring to serve – relevant experience and qualifications:

I have lived in Redlands for 20 years and truly enjoy the expansion of the "Art in Public Places" ~~expansion:~~ I am a local graduate of Loma Linda University, and worked as a local Medical Provider to this community for 17 years. I am a home artist, in many mediums, for the love of the field, not for profit. I have been looking for a way to serve the development of the community's art footprint and this just fits.

Signature _____ **Date** 9/30/21

** 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) Phong Nguyen, MD

Telephone _____

(2) Kirsten Stathes, PAC

Telephone _____

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

The Cultural Arts Commission

Name Darrell Bell

Address _____

Telephone (Work) _____ (Cell / Home) _____

Email _____

Occupation Library Assistant

Reasons for desiring to serve – relevant experience and qualifications:

I actively experience and appreciate the arts and would love to contribute to the promoting, preserving, and developing the arts from various cultures.

Signature Digitally signed by Darrell Bell
DN: cn=Darrell Bell, o, ou, email=darrellbell1@yahoo.com, c=US
Date: 2021.09.24 15:50:27 -07'00'

Date 09 24 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) Bob Cadman

(2) Sandy Wallace

Telephone _____

Telephone _____

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.

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8316 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. 8316.

DISCUSSION:

On March 15, the City Council adopted Resolution No. 8312 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 April 14, 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. 8316, the City Council is reaffirming its findings and compliance to AB 361 for an additional 30 days ending May 5, 2022.

SUBMITTED BY:
Council Member Denise Davis

Attachments

Reso. 8316 Teleconference Meeting

RESOLUTION NO. 8316

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) May 5, 2022 or (ii) such time as the City Council adopts a Subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the City Council and all City legislative bodies may continue to meet remotely, without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e).

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

_____

ATTEST: Paul T. Barich, Mayor

_____

Jeanne Donaldson, City Clerk

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Direct Staff to Review the Conflict of Interest Code for the City of Redlands (City Clerk Donaldson)

MOTION(S):

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

I move to direct staff to review the Conflict of Interest Code for the City of Redlands.

RECOMMENDATION:

It is recommended the City Council of the City of Redlands direct staff to review its Conflict of Interest Code in accordance with Section 87306.5 of the California Government Code.

DISCUSSION:

No later than July 1 of each even-numbered year, Section 87306.5 of the California Government Code requires the City Council to direct the local agency to review its Conflict of Interest Code and submit a Biennial Report no later than October 1.

ALTERNATIVES:

The Council may continue this matter to a future City Council Meeting held before July 1, 2022.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:
Approval to direct staff to review the Conflict of Interest Code will have no impact on the City of Redlands General Fund.

Attachments

Resolution No. 8129 Conflict of Interest Code 2020

RESOLUTION NO. 8129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING ITS CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974, INCLUDING THOSE CITY DESIGNATED EMPLOYEES IN THEIR CAPACITY AS STAFF FOR THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS AND RESCINDING RESOLUTION NO. 7870

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code section 81000 *et seq.* (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees, and consultants of the City of Redlands (the "City"), and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the City adopted a Conflict of Interest Code pursuant to the Political Reform Act of 1974 by Resolution No. 3290 on October 5, 1976; and

WHEREAS, the City has amended its Conflict of Interest Code periodically as mandated by law and as deemed necessary by the City Council of the City (this "City Council"); and

WHEREAS, this City Council last amended its Conflict of Interest Code by Resolution No. 7870 on September 4, 2018; and

WHEREAS, this City Council wishes to update its Conflict of Interest Code to identify the current designated City employees and consultants that are subject to the Conflict of Interest Code; and

WHEREAS, on November 1, 2011, this City Council approved Resolution No. 7089 electing to serve as the successor agency ("Successor Agency"), pursuant to AB X1 26, to the former Redevelopment Agency of the City of Redlands; and

WHEREAS, this City Council, for purposes of carrying out its role as Successor Agency, has amended the City's Conflict of Interest Code, including those current designated City employees and consultants serving in the capacity as staff to the Successor Agency, and consultants, that are subject to the City's Conflict of Interest Code;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands that the Conflict of Interest Code as set forth in Resolution No. 7870 is hereby rescinded in its entirety and replaced with the Conflict of Interest Code, attached as Exhibit "1," which is hereby adopted for the City of Redlands in its capacity as Successor Agency to the former Redevelopment Agency of the City of Redlands.

ADOPTED AND APPROVED this 1st day of September, 2020.

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 1st day of September, 2020.

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

Jeanne Donaldson, City Clerk

EXHIBIT "1"

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

CONFLICT OF INTEREST CODE

Adopted: October 5, 1976
Last Amended: September 1, 2020

TABLE OF CONTENTS

A. Purpose/Incorporation by Reference

1. Statement of Purpose 3
2. Incorporation by Reference 3

B. Definition of Terms 3

C. Disclosure Statements

1. Designated Employees 4
2. Disclosure Requirements 4
3. Statements of Economic Interests: Time of Filing Statements; Contents Thereof 4
4. Statement for Persons who Resign 30 Days after Appointment 4
5. Place of Filing Statements 4
6. Forms for Statements 4

D. Manner of Reporting 5

E Disqualification 5

F. Opinions of the Commission and Counsel

1. Request for Opinion and Reliance 5
2. Evidence of Good Faith 5

G. Legislative or Judicial Amendments 6

H. Force and Effect of Code 6

Exhibit "A" - Designated Positions 7
Exhibit "B" - Disclosure Categories 9

ADDENDUM
Reference Definitions 10

CONFLICT OF INTEREST CODE

OF THE

CITY OF REDLANDS, AND OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

A. Purpose/Incorporation by Reference.

1. Statement of Purpose. It is the purpose of this Code to provide for the disclosure of designated employee assets and income which may be materially affected by such employees' official actions, and, in appropriate circumstances, to provide that designated employees should be disqualified from acting in order that conflicts of interest may be avoided. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000 *et seq.*) (the "Act").

2. Incorporation by Reference. The Act requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulations (2 Cal. Code of Regs., section 18730 *et seq.*) which contain the terms of a standard conflict of interest code, and which can be incorporated by reference in an agency's code. After public notice and hearing, the agency's conflict of interest code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the provisions of 2 California Code of Regulations section 18730 *et seq.*, and any amendments to them duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. These regulations, and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the City of Redlands ("City").

3. Public Availability. Designated employees shall file their statements with the City, which will then make the statements available for public inspection and reproduction (Government Code section 81008). Statements for designated employees will be retained by the City.

B. Definition of Terms. This Conflict of Interest Code contains a number of key terms, such as "designated employee," "interests in real property within the jurisdiction," "investments in business entities," "income," and decisions "made" or "participated in" by a designated employee, which are defined in the Act and the regulations of the Fair Political Practices Commission (2 Cal. Code of Regs., section 18110 *et seq.*). These definitions and regulations, and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code. Summaries of certain definitions are contained in the attached Addendum which is provided for convenience of reference only, and are not a part of this Conflict of Interest Code. The definitions of key terms contained in the Act or the regulations are amended and changed from time to time. The summaries of definitions contained in the Addendum will be updated accordingly on a periodic basis.

C. Disclosure Statements.

1. Designated Employees. The persons holding positions listed in Exhibit "A" of the Appendix of this Conflict of Interest Code are "designated employees." It has been determined that these officers and employees make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

2. Disclosure Requirements. Each designated employee shall file an annual statement disclosing interests in real property within the City's jurisdiction, investments in business entities, business positions held or received during the previous calendar year, and income or sources of income which might foreseeably be affected materially by the operations of the City. The City has determined that it is foreseeable that the types of investments, interests in real property, business positions held or received during the previous calendar year, and income, and sources of income listed in Exhibit "B" of the Appendix may be affected materially by decisions made or participated in by the designated employee by virtue of his or her position, and are reportable if held by the designated employee.

3. Statements of Economic Interests: Time of Filing Statements; Contents Thereof.

(a) Initial Statements. All designated employees employed on the effective date of this Conflict of Interest Code, as originally adopted, promulgated and approved by the City Council, shall file statements within thirty (30) days after the effective date of this Conflict of Interest Code. Thereafter, each person already in a position when it is designated by an amendment to this Conflict of Interest Code shall file an initial statement within thirty (30) days after the effective date of the amendment. Initial statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the twelve (12) months prior to the effective date of this Conflict of Interest Code.

(b) Assuming Office Statements. All new designated employees who are appointed, promoted or transferred to a designated position after the effective date of this Conflict of Interest Code shall file statements within thirty (30) days after assuming the designated position, disclosing any reportable income, investments, interests in real property and business positions held or received during the twelve (12) months prior to the date of assuming office.

(c) Annual Statements. Annual statements shall be filed by all designated employees on or before April 1 of each year, disclosing any reportable investments, interests in real property, income and business positions held or received in the period since the closing date of the employee's previously filed statement and December 31.

(d) Leaving Office Statements. Every designated employee who leaves office and does not assume another designated position for the City shall file a statement within thirty (30) days after leaving office disclosing any reportable investments, interests in real property, income

and business positions held or received during the period since the last previous statement was filed.

(e) Candidates' Statements. Candidates for election to City positions shall file a statement no later than the final date for filing Declarations of Candidacy, disclosing reportable investments and interests in real property held on the final date for filing Declarations of Candidacy. This subsection shall not apply to candidates who filed statements with the City within the previous twelve (12) months under subsections (a), (b) or (c) of this Section.

4. Statement for Persons who Resign 30 Days after Appointment. Persons who resign within thirty (30) days of initial appointment are not deemed to have assumed office or left office provided they did not make or participate in the making of, or use their position to influence any decision and did not receive or become entitled to receive any form of payment as a result of their appointment. Such persons shall not file either an assuming or leaving office statement.

5. Place of Filing Statements. All designated employees required to submit a statement of economic interests shall file the original with the City Clerk. The City Clerk shall make and retain a copy of all statements filed by members of and candidates for the City Council of the City of Redlands, the City Manager and City officials who manage public investments, and the City Attorney, and forward the original of each such statement to the Fair Political Practices Commission ("FPPC"). The City Clerk shall retain the originals of the statements of all other designated employees.

6. Forms for Statements. Forms for filing disclosure statements will be made available by the City Clerk, and will adhere to the forms prescribed by the FPPC.

D. Manner of Reporting. The designated employee shall report all economic interests as required under California Code of Regulations section 18730.

E. Disqualification. Designated employees must disqualify themselves as required pursuant to California Code of Regulations section 18730 (section 9).

F. Opinions of the Commission and Counsel.

1. Request for Opinion and Reliance. Any designated employee who is unsure of any duty, right, or privilege of participation in any matter under this Code or under the provisions of the Act may request a formal opinion or letter of advice from the FPPC, or an opinion from the City Attorney, provided that nothing in this Conflict of Interest Code requires the City Attorney to issue any formal or informal opinion.

2. Evidence of Good Faith. If an opinion or a letter of advice is rendered by the FPPC stating in full the facts and law upon which the opinion is based, compliance therewith by the designated employee is evidence of good faith in any criminal proceeding and is a presumption affecting the burden of proof of any civil proceeding brought under the Act or this Conflict of Interest Code. The designated employee's good faith compliance with such opinion shall also

constitute a complete defense to any disciplinary action brought by the authority under section 91000 et seq. of the Act or this Conflict of Interest Code.

G. Legislative or Judicial Amendments. All amendments or changes to the provisions of the Act, occurring as the result of legislative amendment or judicial decision, shall automatically and immediately be incorporated into this Conflict of Interest Code and this Conflict of Interest Code shall, without further action, thereupon be deemed amended and changed to reflect such legislative or judicial amendment or decision.

H. Force and Effect of Code. This Conflict of Interest Code has the force and effect of law. Designated employees violating any provision of this Conflict of Interest Code are subject to the administrative, criminal and civil sanctions provided by the Act.

EXHIBIT "A"

DESIGNATED POSITIONS

The Mayor, Members of the City Council, Board Members of the Successor Agency, the City Manager, the Executive Director of the Successor Agency, and other City officials who manage public investments, and the City Attorney, are included in and governed by this Conflict of Interest Code only with respect to its disqualification provisions. For purpose of disclosure, the Mayor, members of the City Council and Board Members of the Successor Agency, Planning Commissioners, the City Manager, the Executive Director of the Successor Agency, City Attorney, City Treasurer, and the City officials who make public investments are governed by the statutory conflicts of interest provisions of Article 2 of Chapter 7 of the Political Reform Act of 1974 (Government Code section 87200 *et seq.*).

DESIGNATED EMPLOYEE'S TITLE OR FUNCTION	**DISCLOSURE CATEGORIES ASSIGNED**
CITY CLERK'S OFFCE	
City Clerk	All Disclosure Categories (1-7)
CITY MANAGER'S OFFICE	
Assistant City Manager	All Disclosure Categories (1-7)
Procurement Manager	All Disclosure Categories (1-7)
Management Analyst	Disclosure Categories (1,3,5-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
DEVELOPMENT SERVICES	
Development Services Director	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
Chief Building Official	Disclosure Categories (1-3,5-7)
Plans Examiner	Disclosure Categories (1,3,5-7)
Economic Development Manager	All Disclosure Categories (1-7)
Project Manager I/II	All Disclosure Categories (1-7)
City Planner	All Disclosure Categories (1-7)
Principal Planner	All Disclosure Categories (1-7)
Senior Planner	All Disclosure Categories (1-7)
Junior/Assistant/Associate Planner	All Disclosure Categories (1-7)
FIRE	
Fire Chief	All Disclosure Categories (1-7)
Fire Deputy Chief	All Disclosure Categories (1-7)
Fire Battalion Chief	Disclosure Categories (1-3, 5-7)
Fire Marshal	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Emergency Operations Specialist	All Disclosure Categories (1-7)
EMS Coordinator	All Disclosure Categories (1-7)
HUMAN RESOURCES/RISK	
Assistant, Director, HR/Risk Management	All Disclosures Categories(1-7)

DESIGNATED EMPLOYEE'S TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Human Resources Manager	All Disclosure Categories (1-7)
Human Resources Analyst/Volunteer Coordinator	Disclosure Categories (1,3,5-7)
Risk Management Specialist	Disclosure Categories (1,3,5-7)
Human Resource Specialist	Disclosure Categories (1,3,5-7)
LIBRARY	
Library Director	All Disclosure Categories (1-7)
Archivist Curator	Disclosure Categories (1,3,5-7)
Principal Librarian	Disclosure Categories (1,3,5-7)
Senior Librarian	Disclosure Categories (1,3,5-7)
Associate Archivist	Disclosure Categories (1,3,5-7)
Technical Services Coordinator	Disclosure Categories (1,3,5-7)
Management Analyst	Disclosure Categories (1,3,5-7)
Systems Administrator	Disclosure Categories (1,3,5-7)
Adult Literacy Coordinator	Disclosure Categories (1,3,5-7)
MANAGEMENT SERVICES/FINANCE	
Director, Management Services / Finance	All Disclosure Categories (1-7)
Assistant Finance Director	All Disclosure Categories (1-7)
Fiscal Manager	All Disclosure Categories (1-7)
GIS Supervisor	All Disclosure Categories (1-7)
Network Engineer	All Disclosure Categories (1-7)
IT Operations Manager	All Disclosure Categories (1-7)
Database Administrator	All Disclosure Categories (1-7)
Systems Administrator	All Disclosure Categories (1-7)
GIS Administrator	All Disclosure Categories (1-7)
Info Systems Supervisor	All Disclosure Categories (1-7)
MUNICIPAL UTILITIES & ENGINEERING	
Director of Municipal Utilities and Public Works Engineering/City Engineer	All Disclosure Categories (1-7)
Engineering Manager	All Disclosure Categories (1-7)
One Stop Permit Center Manager	All Disclosure Categories (1-7)
Principal Project Manager	Disclosure Categories (1-3,5-7)
Project Manager II/ Sr. Project Manager	Disclosure Categories (1-3,5-7)
Management Analyst	Disclosure Categories (1,3,5-7)
Water Resources Specialist	Disclosure Categories (1,3,5-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
Asst/Assoc/Civil/Sr. Civil Engineers	Disclosure Categories (1,3,5-7)
Construction Inspector I/II	Disclosure Categories (1,3,5-7)
Senior Construction Inspector	Disclosure Categories (1,3,5-7)
Wastewater Operations Superintendent	All Disclosure Categories (1-7)
Utilities Operations Manager	All Disclosure (1-7)
Water Production/Maintenance Superintendent	Disclosure Categories (1,3,5-7)
Water Distribution Superintendent	Disclosure Categories (1,3,5-7)
Water Production Operations Supervisor	Disclosure Categories (1,3,5-7)

DESIGNATED EMPLOYEE'S TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Water Productions Maintenance Supervisor	Disclosure Categories (1,3,5-7)
Water Distribution Supervisor	Disclosure Categories (1,3,5-7)
Senior Water Treatment Operator	Disclosure Categories (1,3,5-7)
Utilities Maintenance Foreperson	Disclosure Categories (1,3,5-7)
Water Quality Technician I/II	Disclosure Categories (1,3,5-7)
Wastewater Operations Supervisor	Disclosure Categories (1,3,5-7)
Laboratory Supervisor	Disclosure Categories (1,3,5-7)
Regulatory Compliance Officer	Disclosure Categories (1,3,5-7)
Plant Mechanic I/II	Disclosure Categories (1,3,5-7)
Wastewater Collection System Supervisor	Disclosure Categories (1,3,5-7)
Senior Environmental Compliance Inspector	Disclosure Categories (1,3,5-7)
NPDES Inspector I/II	Disclosure Categories (1,3,5-7)
POLICE	
Chief of Police	All Disclosure Categories (1-7)
Deputy Chief of Police	All Disclosure Categories (1-7)
Police Commanders	Disclosure Categories (1,3,5-7)
Police Operations Manager	Disclosure Categories (1,3,5-7)
Management Analyst	Disclosure Categories (1,3,5-7)
FACILITIES AND COMMUNITY SERVICES	
FCS Director	All Disclosure Categories (1-7)
Assistant FCS Director	All Disclosure Categories (1-7)
Sr. Manager, FCS	All Disclosure Categories (1-7)
FCS Manager	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
Field Services Project Supervisor	Disclosure Categories (1,3,5-7)
Project Assistant	Disclosure Categories (1,3,5-7)
Administrative Technician	Disclosure Categories (1,3,5-7)
Solid Waste Collections Coordinator	Disclosure Categories (1,3,5-7)
Fleet Services Coordinator	Disclosure Categories (1,3,5-7)
Field Services Coordinator	Disclosure Categories (1,3,5-7)
Cemetery Manager	Disclosure Categories (1,3,5-7)
Recreation Services Coordinator	Disclosure Categories (1,3,5-7)
Field Services Superintendent	Disclosure Categories (1,3,5-7)
Airport Supervisor	Disclosure Categories (1,3,5-7)
Senior Building Maintenance Worker	Disclosure Categories (1,3,5-7)
Building Maintenance Worker	Disclosure Categories (1,3,5-7)
Solid Waste Manager	Disclosure Categories (1,3,5-7)
Senior Solid Waste Truck Driver	Disclosure Categories (1,3,5-7)
Cemetery Sales and Services Representative	Disclosure Categories (1,3,5-7)
Program Specialist	Disclosure Categories (1,3,5-7)
COMMISSIONS	
Historic and Scenic Preservation Commissioners	Disclosure Categories (1,2,3,7)
Library Board of Trustees	All Disclosure Categories (1-7)

DESIGNATED EMPLOYEE'S TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Consultants *	

* Consultants, who provide services under contract to fill one of the above-referenced designated positions, shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

EXHIBIT "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the designated employee must disclose for each disclosure category for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in, and sources of income from, business entities that do business or own real property within the jurisdiction of the City, plan to do business or own real property within the jurisdiction of the City within the next year, or have done business or owned real property within the jurisdiction of the City within the past two (2) years.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City, plan to engage in such activities within the jurisdiction of the City within the next year, or have engaged in such activities within the jurisdiction of the City within the past two (2) years.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

Category 7: All investments and business positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee's Department, will be subject to such authority within the next year, or have been subject to such authority within the past two (2) years.

ADDENDUM

REFERENCE DEFINITIONS

FOR THE

CONFLICT OF INTEREST CODE

OF THE

THE CITY OF REDLANDS

TABLE OF CONTENTS

DEFINITIONS

1. "Public Official".....Addendum – 12
2. "Member".....Addendum – 12
3 "Consultant" .....Addendum – 12
4. "Designated Employee" .....Addendum – 13
5. "Making Governmental Decisions" .....Addendum – 13
6. "Participating in the Making of Governmental Decisions" .....Addendum – 13
7. "Financial Interest" .....Addendum – 14
8. "Material Financial Effect" .....Addendum – 15
9. "Business Entity" .....Addendum – 15 10.
"City" .....Addendum – 15 11.
"Act" .....Addendum – 15

DEFINITIONS

1. "Public Official" means every member, officer, employee or consultant of a state or local government agency, but does not include judges and court commissioners in the Judicial branch of government. "Public official" also does not include members of the Board of Governors and designated employees of the State Bar of California, members of the Judicial Council and members of the Commission on Judicial Performance, provided that they are subject to the provisions of Article 2.5 (commencing with Section 6035) of Chapter 4 of Division 3 of the Business and Professions Code as provided in Section 6038 of that article. Government Code § 82048.

2. "Member" shall include, but not be limited to, salaried or unsalaried members of committees, boards or commissions with decision making authority.

A. A committee, board or commission possesses decision making authority whenever:

i. It may make a final governmental decision, or

ii. It may compel a governmental decision; or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto that may not be overridden; or

iii. It makes substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by a public official or the City Council. 2 CCR § 18701.

B. A committee, board, or commission does not possess decision making authority of it is formed for the sole purpose of researching a topic and preparing a report of recommendation for submission to another governmental body that has final decision making authority.

3. "Consultant" means an individual who, pursuant to a contract with a state or local government agency:

A. Makes a governmental decision whether to:

i. Approve a rate, rule or regulation;

ii. Adopt or enforce a law;

iii. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

iv. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;

v. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;

vi. Grant agency approval to a plan, design, report, study, or similar item;

vii. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

B. Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code section 87302. 2 CCR § 18701.

4. "Designated Employee" means any official of the Agency whose position is so designated in the Appendix of the Agency's Conflict of Interest Code. The Appendix sets forth those positions which entail the making or participation in the making of decisions which may foreseeably have a material financial effect on any financial interest, but does not include any unsalaried member of any board or commission which serves a solely advisory function. Government Code § 82019.

5. "Making a Governmental Decision." A public official "makes a governmental decision," except as provided in 2 California Code of Regulations section 18702.4, when the official, acting within the authority of his or her office or position:

(1) Votes on a matter;

(2) Appoints a person;

(3) Obligates or commits his or her agency to any course of action;

(4) Enters into any contractual agreement on behalf of his or her agency;

(5) Determines not to act, within the meaning of subdivisions 1, 2, 3, 4, above, unless such determination is made because of his or her financial interest. When the determination not to act occurs because of the official's financial interest, the official's determination may be accompanied by an oral or written disclosure of the financial interest. 2 CCR § 18702.1

6. "Participating in the Making of Governmental Decisions": A public official "participates in making a governmental decision," except as provided in Title 2, Code of Regulations, section 18702.4, when, acting within the authority of his or her position, the official:

(a) Negotiates, without significant substantive review, with a governmental entity or private person regarding a governmental decision referenced in Title 2, California Code of Regulations, section 18701(a)(2)(A); or

(b) Advises or makes recommendations to the decision maker either directly or without significant intervening substantive review, by:

(1) Conducting research or making any investigation which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision referenced in Title 2, California Code of Regulations, section 18701(a)(2)(A); or

(2) Preparing or presenting any report, analysis, or opinion, orally, or in writing, which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision referenced in Title 2, California Code of Regulations, section 18701(a)(2)(A). 2 CCR § 18702.2

7. "Financial Interest": A public official has a financial interest in a decision within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars ($2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars ($2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars ($500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars ($250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subsection shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse,

and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater. Government Code § 87103.

8. "Material Financial Effect" means the financial effect of a governmental decision on a financial interest of a public official is material if, at the time the official makes or participates in making the decision, the decision will have a significant effect on the official or a member of the official's immediate family, or on the source of income, the source of gifts, the business entity, or the real property, which is an economic interest of the official. In determining whether it is reasonably foreseeable that the effects of a governmental decision will be significant, consideration should be given to the factors defined in Title 2 CCR sections 18705, 18705.1, 18705.2, 18705.3, 18705.4 and 18705.5. 2 CCR § 18705

9. "Business Entity" means any organization or enterprise operated for profit, including but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association. Government Code § 82005.

10. "Act" means the Political Reform Act of 1974, Government Code section 81000 et seq.

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement and Release Agreement - Chase Management, Inc.; San Bernardino County Superior Court Case No. CIVDS1907758 (City Attorney McHugh)

DISCUSSION:

Attached is a copy of the "Agreement of Settlement and General Release," which reflects the terms and conditions for settlement of the above mentioned litigation as authorized by the City Council. In accordance with the City's Municipal Code, and following the spirit of the Brown Act, this matter is on your agenda to notify the public of the settlement negotiated by the City. The litigation involved Chase Management (Chase) alleging the City violated the federal equal protection clause of the U.S. Constitution in connection with Chase's proposal to build a car wash, modify a traffic median, and move certain commercial signage. The lawsuit was settled for the amount of $50,000.

SUBMITTED BY:

Jimmy Nguyen, Administrative Analyst

REVIEWED BY:

Charles M. Duggan, Jr., City Manager
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

Attachments

Settlement and Release Agreement

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT ("the Agreement") is made and entered into as of March 10, 2022, by and between the "Parties," CHASE MANAGEMENT, INC., a California corporation ("Chase"), and the CITY OF REDLANDS, a California general law city ("City") on the other hand. Chase and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS on March 13, 2019, Chase brought an action against the City in the California Superior Court for the County of San Bernardino, Case No. CIVDS1907758, alleging the City violated the equal protection clause of the United States Constitution in connection with Chase's proposals to build a car wash, modify a traffic median, and move certain commercial signage, respectively, related to real property located at 941 California Street, Redlands, California (the "Action").

B. WHEREAS the City denied and denies generally and specifically each and every of Chase's allegations.

C. WHEREAS the parties acknowledge that the Agreement is the result of compromise and negotiations between the parties.

D. WHEREAS Chase and the City each view the settlement as advantageous. Chase and the City each face numerous and substantial risks in litigation of the disputes between them. Chase and the City, while asserting the validity of their respective claims and defenses, and denying that they are liable to anyone or have committed any wrongdoing, wish to avoid lengthy, costly, and time-consuming litigation, and to obtain full, final, and complete settlement of all claims against each other. It is understood and agreed that this is a compromise settlement of disputed claims and that the promises and payment in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by any Party, or to any other person whomsoever.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. **Incorporation**

The recitals above are incorporated by this reference and made a part of the Agreement.

2. **Settlement Sum.** In full and final settlement of the Action, and in consideration of all releases, covenants, and agreements contained in this Agreement, the City shall pay Chase the total amount of **Fifty Thousand Dollars and no cents ($50,000.00)** (the "Settlement Sum").

2.1 Timing of Payment. Payment of the Settlement Sum shall be made on or before thirty (30) days of this Agreement being fully executed and the City's receipt of

Chase's form W-9.

2.2. Method of Payment. The City shall pay the Settlement Sum by check made payable to "The Mueller Firm, P.C. Client Trust Account" and delivered to Chase's legal counsel at The Mueller Firm, P.C. 2355 Westwood Boulevard #636, Los Angeles, California 90064.

3. Release. In accordance with the terms of this Agreement, Chase shall, for itself and its respective heirs, successors, and assigns, forever discharge and release the City, as well as all of the City's current or former elected and appointed officials, officers, employees, and agents, and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns (collectively, "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever, from the beginning of time to the date of the execution of the Agreement, known or unknown, suspected or unsuspected, which were raised in or related to the Action.

4. Knowing and Voluntary Waiver. Chase acknowledges the risk that subsequent to the execution of this Agreement, it may discover facts or may incur, suffer, or discover losses, damage or injuries which are unknown and unanticipated at the time this Agreement is signed, which if known on the date of this Agreement, may have materially affected its decision to give the release contained in this Agreement. Despite this knowledge and understanding, Chase hereby assumes the risk of such unknown and unanticipated facts and claims, and, except as otherwise provided in this Agreement, hereby waives any alleged right to set aside or rescind this Agreement and any and all rights under California Civil Code § 1542 (and similar laws in other jurisdictions), which section has been duly explained to and is understood by Chase, and which reads as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Chase represents and warrants that with respect to the releases given by Chase hereto, no portion of any claim, right, demand, action or cause of action released hereunder, and no portion of any recovery or settlement to which Chase might be entitled based upon any such claim, right, demand, action or cause of action, has been assigned or transferred to any other person, firm or corporation, in any manner, including by way of subrogation, operation of law, attorneys' lien, or otherwise.

5. Dismissal with Prejudice. Upon receipt of the Settlement Sum, Chase shall file within five (5) business days thereafter, a Request for Dismissal with Prejudice as to the Action, in its entirety.

6. Miscellaneous

6.1. Representations. The parties represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement not set forth herein with regard to the subject matter, basis, or effect of the Agreement or otherwise.

6.2. Waiver of Fees and Costs. Except for the rights, covenants, duties and obligations created by this Agreement, and effective only upon delivery of the fully executed Settlement Agreement, the Parties agree that each shall bear their own costs and fees incurred in prosecuting or defending the Action, and in negotiating the terms of this Settlement Agreement.

6.3. Code of Civil Procedure § 664.6. The Parties agree that the San Bernardino Superior Court has the power to enforce this Settlement Agreement pursuant to California Code of Civil Procedure § 664.6 and shall retain jurisdiction in the event of an alleged breach. Where necessary, the Parties further agree to file any and all required documents in the Action prior to dismissal in order to achieve the effect of this provision.

6.4. Binding on Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, representatives, successors, and assigns of each party.

6.5. Counterparts. This Agreement 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.

6.6. Fully Integrated. The Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of the Agreement. The Agreement may not be modified, waived, rescinded or amended in any manner except by a writing executed by all parties to the Agreement which clearly and specifically modifies, waives, rescinds or amends the Agreement.

6.7. Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of California.

6.8. Authority. Each individual who signs this Agreement on behalf of any corporation or other entity represents and warrants that such corporation or other entity, acting through its duly authorized directors or officers, has specifically approved this Agreement and authorized him or her to sign this Agreement on behalf of such corporation or other entity.

6.9. Interpretation. The language in all parts of this Agreement shall in all cases be construed simply as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation, that each party has been given the opportunity to independently

review this Agreement with legal counsel and other consultants, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

6.10. Severability. The provisions of the Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

6.11. Signatures. Any signatures to this Agreement which are transmitted between the parties via facsimile or electronic mail shall, for evidentiary purposes, have the same validity and effect as the original signatures.

6.12. Headings. The headings contained in this Agreement have been inserted for convenience only and in no way define or limit the scope or interpretation of this Agreement.

6.13. Counsel. All parties have had the opportunity to review this Agreement with their respective counsel.

6.14. Taxes. Chase agrees, represents and warrants it shall have sole responsibility for the satisfaction of any and all taxes, liens or assignments in law or equity, or otherwise, that may exist with respect to any payment by City pursuant to this Agreement, and that it will fully satisfy all taxes, liens, and assignments upon receipt of the settlement payments.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of its Effective date.

CITY OF REDLANDS

Paul T. Barich, Mayor

CHASE MANAGEMENT, INC.

H. Troy Farahmand, President

ATTEST:

Jeanne Donaldson, City Clerk

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an agreement with the County of San Bernardino for the use of Redlands' local allocation of National Opioid Settlement Funds (City Attorney McHugh)

MOTION(S):

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

I move to approve the proposed agreement with San Bernardino County for the use of Redlands' local allocation of National Opioid Settlement Funds.

RECOMMENDATION:

Staff recommends that the City Council approve the proposed agreement with San Bernardino County for the use of Redlands' local allocation of National Opioid Settlement Funds.

DISCUSSION:

Background:

Several opioid defendants in the multidistrict litigation in Ohio reached a nationwide settlement that allows participation by non-litigating cities, including the City of Redlands. Under the settlement agreements with the opioid defendants, the defendants will make payments to qualifying non-litigating cities who timely execute and submit the necessary documents to participate. Redlands has completed the required documents, and is now entitled to receive the funds payable over an 18-year period. The funds are to be expended upon specific substance abuse programs as agreed to in the master settlement and related state settlement agreements.

This proposed agreement with the San Bernardino County would give the County discretion to utilize the City's respective allocation under the settlement agreements, subject to the restrictions set forth in both the settlement agreements, and the California State-Subdivision Agreements.

Under the settlement agreements, Redlands' allocation from the settlement agreement must be used exclusively for future opioid remediation in one or more areas described in the list of opioid remediation uses, which is listed on Exhibit E to the proposed County-City agreement. Additionally, at least 50% of those funds received in each calendar year must be used for one or more of the following High Impact Abatement Activities:

- The provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
- Creating new or expended Substance Use Disorder ("SUD") treatment infrastructure;
- Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
- Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
- Interventions to prevent drug addiction in vulnerable youth.

The County's ability to pool each city's settlement money, including Redlands' settlement allocation, with the County's own funds will allow the County to fully fund the County's opioid remediation programs, and make a more significant impact to serve the needs of the residents in our communities, than if a City such as Redlands was to expend the funds on its own.

In exchange for accepting Redlands' share of the settlement funds and in agreeing to utilize those funds exclusively for the opioid remediation activities required under the settlement agreements and State-Subdivision Agreements, the County will take responsibility for the reporting obligations and other oversight requirements under the settlement agreements and State-Subdivision Agreements relating to the various cities' respective share of the settlement funds.

Given the relatively small amounts of settlement revenue that Redlands is entitled to, and coupled with the significant program costs related to substance abuse programs, staff recommends the approval of the proposed agreement to provide City funds to the County for use in related County substance abuse and similar programs. Should future program conditions change, Redlands can terminate the agreement upon thirty days written notice.

ALTERNATIVES:

None Recommended.

STRATEGIC PLAN:

N/A.

SUBMITTED BY:
Daniel J. McHugh, City Attorney

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

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

PREPARED BY:
Jimmy Nguyen, Administrative Analyst

Fiscal Impact

Discussion:

Through the agreement, the City will allocate total settlement funds (as may be modified over time), payable over 18 years, to the County. Program operational and financial reporting will be the responsibility of the County.

Attachments

Opioid County-City Allocation Agreement

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number _____

SAP Number _____

CAO – Finance and Administration

Department Contract Representative _____
Telephone Number _____

Contractor City of Redlands
Contractor Representative _____
Telephone Number _____
Contract Term _____
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center _____

This Agreement for the Use of the Local Allocation of California Opioid Settlement Funds ("Agreement") is made and entered into on the date this Agreement is fully executed by and between SAN BERNARDINO COUNTY ("County") and CITY OF REDLANDS ("City"). City and County may be referred to individually as "Party" and or collectively as "Parties."

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The State of California and California counties and cities have spent and continue to spend millions of dollars each year to address the direct consequences of this crisis; and

WHEREAS, in response to the opioid crisis, counties, cities, and states across the country filed lawsuits to hold opioid manufacturers, distributors, pharmacies, and others responsible for the harms caused by their deception, negligence, and creation of a public nuisance; and

WHEREAS, on or about July 19, 2018, the County filed a lawsuit in the United States District Court for the Central District of California against numerous opioid manufacturers and distributors alleging that as a result of the unlawful conduct of the defendants, the opioid crisis resulted, which caused damage to the County and its residents; and

WHEREAS, the County's lawsuit was transferred to the United States District Court for the Northern District of Ohio to become part of the multidistrict litigation ("MDL"), consisting of thousands of lawsuits brought by various states and local subdivisions, including counties, cities, and special districts, against a number of opioid distributors and manufacturers; and

WHEREAS, on or about, July 21, 2021, distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively, "Distributors"), and manufacturers Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, "Janssen") tentatively reached two separate settlements (hereinafter referred to as the "Distributor Settlement Agreement" and "Janssen Settlement Agreement," respectively) in the MDL, which allow for participation by eligible non-litigating Local Subdivisions; and

WHEREAS, City is an eligible non-litigating Local Subdivision and has submitted the requisite documentation necessary to participate in the Distributor and Janssen settlements;

WHEREAS, under the Distributor and Janssen Settlement Agreements, the states and their Local Subdivisions may enter into allocation agreements to govern how the settlements funds from the two settlements coming to a state will be allocated to the state and its Local Subdivisions; and

WHEREAS, the State of California ("State") and its Local Subdivisions have entered into Allocation Agreements for both the Distributor and Janssen settlements, which provide that each eligible Local Subdivision that participates in the settlements will have its Local Allocation go to the county where the subdivision is located, unless the Local Subdivision notifies the Settlement Fund Administrator, at least 60 days before each payment date, that it elects to take a direct distribution of its Local Allocation; and

WHEREAS, the City has decided it will not take a direct distribution of its Local Allocation, and will instead have its Local Allocation distributed to the County; and

WHEREAS, the parties wish to set forth the terms as to the County's use of the City's Local Allocation; and

NOW, THEREFORE, in consideration of the preceding recitals, together with the mutual covenants hereinafter contained, the parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

A. DEFINITIONS

a. *CA Abatement Accounts Fund* shall mean "CA Abatement Accounts Fund" as defined in the Allocation Agreements.

b. *Allocation Agreement(s)* means the allocation agreements entered into by and between the State and its Local Subdivisions specifying how the settlement funds from the Distributor and Janssen settlements will be distributed to the State and its Local Subdivisions. These agreements are entitled, "Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Distributor Settlement" and "Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Janssen Settlement."

c. *DHCS* is the California Department of Health Care Services.

d. *Local Allocation* means a Local Subdivision's share of the settlement funds from the Distributor and Janssen settlements, as set forth in Appendix 1 to the Allocation Agreements.

e. *Local Subdivision(s)* means cities and counties.

f. *Master Agreements* shall refer to the Distributor Settlement Agreement and the Janssen Settlement Agreement.

g. *Settlement Fund Administrator* shall mean the "Settlement Fund Administrator" as defined in the Master Agreements.

B. SCOPE

a. This Agreement supplements and is subject to the terms of the Master Agreements and the Allocation Agreements and any amendments thereto. If any term of this Agreement is inconsistent with a mandatory term of the Master Agreements or the Allocation Agreements, the order of the governing document shall be as follows: Master Agreements, Allocation Agreements, and last, this Agreement.

b. This Agreement governs the County's use of the City's Local Allocation paid directly to the County.

C. USE OF CITY'S LOCAL ALLOCATION

a. Participation

I. City shall have all of its Local Allocation paid directly to the County.

II. City shall not, at any time, advise the Settlement Fund Administrator that it requests direct payment of its Local Allocation.

III. The parties understand that the Local Allocation is payable over an approximate 18 year period. The parties further understand that the yearly disbursement amount of the Local Allocation payment may vary.

b. County's Use of the City's Local Allocation

I. The City's Local Allocation will become part of the County's share of the CA Abatement Accounts Fund, which will be:

1. Used by County in accordance with Section 4.B.ii (Use of CA Abatement Account Funds) of the Allocation Agreements; and
2. Reported on by County in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight) of the Allocation Agreements.

II. The parties understand and agree that the City's Local Allocation that will be distributed to the County may only be used by County for future opioid remediation as described in Exhibit E to the Master Agreements, attached hereto as **Attachment I**.

III. The parties also understand and agree that no less than 50% of the CA Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

1. The provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

2. Creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

3. Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

4. Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

5. Interventions to prevent drug addiction in vulnerable youth.

IV. County understands and agrees that it is responsible for the reporting requirements to DHCS as specified in Section 5 of the Allocation Agreements.

V. County understands and agrees that it is responsible for responding to any DHCS oversight inquiries and/or requests as specified in Section 4.B.iii. of the Allocation Agreements.

VI. County will track all deposits and expenditures of CA Abatement Accounts Funds consistent with Section 5(c) of the Allocation Agreements.

D. GENERAL CONTRACT REQUIREMENTS

D.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

D.2 Assignability

Neither party may assign this Agreement without the prior written consent of the other party.

D.3 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party.

D.4 Choice of Law

This Agreement shall be governed by and construed according to the laws of the State of California.

D.5 Legality and Severability

The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

D.6 Mutual Covenants

The parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

D.7 Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating a joint venture, or partnership, between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

D.8 Termination for Convenience

Except as otherwise specified in this provision, the County and the City each reserve the right to terminate the Agreement, for any reason, with a thirty (30) day written notice of termination. In the event of termination of this Agreement, the City shall not be entitled to any of the City's Local Allocation that (1) had already been distributed to the County prior to the effective date of termination, or (2) is scheduled to be distributed to the County within 60 days of the notice of termination.

D.9 Notice

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

To County:	To City:
County Administrative Office – Finance & Administration Matthew Erickson, Chief Financial Officer 385 N. Arrowhead Ave. 4th Floor San Bernardino, CA 92415-0123	City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

D.10 Venue

The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

D.11 Informal Dispute Resolution

In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

E. TERM OF AGREEMENT

This Agreement is effective as of the date fully executed and expires following the final settlement payout, but may be terminated earlier in accordance with the provisions of this Agreement.

F. INDEMNFICATION

F.1 County agrees to indemnify, defend (with counsel reasonably approved by City) and hold harmless City and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from County's negligent acts or omissions which arise from County's performance of its obligations under this Agreement.

F.2 City agrees to indemnify, defend (with counsel reasonably approved by County), and hold harmless County and its officers, employees, agents, and volunteers from any and all claims, actions or losses, damages, and/or liability resulting from City's negligent acts or omissions which arise from City's performance of its obligations under this Agreement.

F.3 In the event County and/or City is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, County and/or City shall indemnify the other to the extent of its comparative fault.

G. INSURANCE

City and County are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their insurance policies or respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

H. SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

I. ENTIRE AGREEMENT

This Agreement, including Attachment I, which is attached hereto and incorporated by reference, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and City have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

Name: _____

Title: Chief Financial Officer

CITY OF REDLANDS

By _____
(Authorized signature - sign in blue ink)

Name Paul T. Barich
(*Print or type name of person signing contract)*

Title Mayor
(Print or Type)

Dated: _____

Address 35 Cajon Street, Redlands CA 92373

ATTEST:

_____
Jeanne Donaldson, City Clerk

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Charles Phan, Deputy County Counsel		
Date	Date	Date

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in **Schedule B. However, priority shall be given to the following core abatement strategies ("***Core Strategies***").**[14]

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[14] **As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a prefe**rence for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to **Treatment ("*SBIRT*") services to non-**Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-**occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders** for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[15]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[15] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment **Act of 2000 ("***DATA 2000***") to prescribe MAT for** OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychia**try's Provider Clinical Support Service–**Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of **Addiction Psychiatry's Provider Clinical Support Service for Medication–**Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted **Addiction Recovery Initiative ("***PAARI***");**

    2. Active outreach strategies such as the Drug Abuse Response Team **("***DART***") model;**

    3. **"Naloxone Plus" strategies, which work to ensure that individuals who** have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted **Diversion ("***LEAD***") model;**

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. **Support critical time interventions ("*CTI*"), particularly for individuals living with** dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal **abstinence syndrome ("*NAS*"), through evidence**-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. **Provide support for Children's Services**—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring **Programs ("***PDMPs***"), including**, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, **including the United States Department of Transportation's Emergency Medical** Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and **Mental Health Services Administration ("***SAMHSA***").**

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug **Abuse Monitoring ("***ADAM***") system.**

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

"A City That Works"

City Council/Successor Agency Meeting **I. 13.**

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize Mayor Barich to sign a letter on behalf of the City of Redlands in support of AB 1627 and AB 1628 (Assistant City Manager McConnell)

MOTION(S):

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

I move that the City Council authorize Mayor Barich to sign a letter on behalf of the City of Redlands in support of AB 1627 and AB 1628.

RECOMMENDATION:

Staff recommends City Council authorize Mayor Barich to sign a letter on behalf of the City of Redlands in support of AB 1627 and AB 1628.

DISCUSSION:

In March 2022, City of Redlands staff were approached by Assemblyman James Ramos' office about its willingness to sign a letter of support for two bills, AB 1627 and AB 1628, that the Assemblyman was sponsoring. An explanation of those bills is as follows:

AB 1627

AB 1627 would create pilot programs for providing free Naloxone, known under its brand name as Narcan, to parents and training for parents provided by the local Department of Behavioral Health and Sheriff's Department. The bill would also provide funding for law enforcement agencies that establish and implement overdose response teams to combat the ongoing opioid crisis.

AB 1628

AB 1628 would require social media platforms to submit policies preventing illegal activity to the Attorney General's Office. This would create an oversight relationship with the Attorney General's Office and the Department of Justice to ensure that policies to prevent illegal activity were in place and working as intended.

BACKGROUND

In recent years, Fentanyl, a powerful, cheaply produced synthetic opioid, has flooded the illicit drug market. In the most recent wave of the opioid crisis, the drug has become both a larger share of the opioid market, competing directly with heroin, and a popular adulterant for more costly drugs. Due to the strength of fentanyl, determining dose size is notoriously difficult for users, leading to an increase in the likelihood of overdose. Furthermore, due to its use as an adulterant, there have been many notable cases of an individual purchasing a substance believing it to be cocaine, methamphetamine, or a prescription pill, only for that substance to contain a dangerous quantity of fentanyl that the user unknowingly ingests.

Specifically on AB 1627, Naloxone, known under its brand name Narcan, is a nasal spray opioid blocker that can halt an opioid overdose. It is widely available and legal to purchase for consumer use. A variety of organizations are eligible to apply for and receive free doses of Narcan. These organizations include first responders, emergency medical services, fire authorities, law enforcement, courts and criminal justice partners, veteran organizations, homeless programs, schools and universities, libraries, religious entities, community organizations, and others.

Specifically on AB 1628, in testimonials from drug users and parents of people who have overdosed on fentanyl, social media has been cited as an often used platform to advertise and sell drugs, including those that may contain fentanyl. While social media companies have introduced new policies to address drug distribution through their platforms, this practice is not overseen by the state’s regulatory bodies. Given that all social media platforms create opportunities for this activity to take place, a requirement for these policies is needed. Furthermore, regulators should have oversight into the efficacy of these policies in preventing illegal activity on these platforms.

Redlands Police Chief and Fire Chief both endorse these important bills to effectuate real change related to the opioid crisis. As a result, staff recommends the City Council authorize Mayor Barich to sign a letter in support of AB 1627 and 1628, as it will help strengthen the Assemblyman's efforts to pass these bills in the State Legislature.

ALTERNATIVES:

City Council could elect to not authorize Mayor Barich to sign a letter in support of AB 1627 and 1628.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Chris Boatman, Assistant City Manager
Chris Catren, Chief of Police
Rich Sessler, Fire Chief
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Ross Wittman, Project Manager

Fiscal Impact

Discussion:

There is no fiscal impact associated with the authorization of Mayor Barich to sign a letter of support for AB 1627 and 1628.

Attachments

AB 1627 Support Letter

AB 1628 Support Letter

OFFICE OF
THE CITY COUNCIL

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7533

PAUL T. BARICH
Mayor

EDDIE TEJEDA
Mayor Pro Tem

PAUL BARICH
Council Member

DENISE DAVIS
Council Member

MICK GALLAGHER
Council Member

April 5, 2022

The Honorable Jim Wood
Chair, Assembly Committee on Health
1020 N Street, Room 390
Sacramento, CA 95814

RE: SUPPORT for Assembly Bill 1627

Dear Chair Wood,

On behalf of the City of Redlands, I am writing to express strong support of Assembly Bill 1627, which would make lifesaving treatment against opioid overdoses more accessible and create a pilot project creating local law enforcement opioid task force teams.

In recent years, Fentanyl, a powerful, cheaply produced synthetic opioid has flooded the illicit drug market. Due to the strength of fentanyl, determining dose size is notoriously difficult for users, leading to an increase in the likelihood of an overdose. There have been many notable cases of individuals purchasing substances believing them to be cocaine, methamphetamine, or a prescription pill, only for that substance to be laced with a dangerous quantity of fentanyl that the user unknowingly ingests.

Opioid antagonists such as Naloxone, better known as Narcan, is a lifesaving nasal spray opioid blocker that can halt an opioid overdose. It is widely available and legal to purchase for consumer use although, this lifesaving medication is often difficult to administer. AB 1627 would create pilot programs that would provide Naloxone and training to parents to serve as an extra layer of protection in preventing opioid overdoes.

Furthermore, overdose deaths have often not been thoroughly investigated by law enforcement, leading to concerns from parents and family members. AB 1627 will also provide funding to law enforcement agencies that establish and implement overdose response teams to combat the ongoing opioid crisis.

The passage of AB 1627 would ensure that parent and community members would have access to resources they need to keep children safe as well as ensure that overdoses are thoroughly investigated for potential criminal activity.

It is for these reasons Redlands would like to extend their full support of AB 1627 for these critical pilot programs and overdose response teams. We appreciate Assemblymember Ramos' dedication to confronting this deadly opioid crisis head on.

Sincerely,

Paul T. Barich
Mayor

OFFICE OF
THE CITY COUNCIL

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Redlands, CA 92373
909-798-7533

PAUL T. BARICH
Mayor

EDDIE TEJEDA
Mayor Pro Tem

PAUL BARICH
Council Member

DENISE DAVIS
Council Member

MICK GALLAGHER
Council Member

April 5, 2022

The Honorable Jesse Gabriel
Chair, Assembly Committee on Privacy and Consumer Protection
1020 N Street, Room 162
Sacramento, CA 95814

RE: SUPPORT for Assembly Bill 1628

Dear Chair Gabriel.

On behalf of the City of Redlands, I am writing to express support of Assembly Bill 1628, which would require social media platforms to submit policies preventing illegal activity to the Attorney General's office.

In recent years, Fentanyl, a powerful, cheaply produced synthetic opioid has flooded the illicit drug market. Due to the strength of fentanyl, determining dose size is notoriously difficult for users, leading to an increase in the likelihood of an overdose. There have been many notable cases of individuals purchasing substances believing them to be cocaine, methamphetamine, or a prescription pill, only for that substance to be laced with a dangerous quantity of fentanyl that the user unknowingly ingests.

AB 1628, would confront this problem by requiring social media platforms to have policies prohibiting illegal activity and reporting processes. This would create an oversight relationship with the Attorney General's office and the Department of Justice to ensure that policies to prevent illegal activity were in place and working as intended.

It is for these reasons Redlands would like to extend their full support of AB 1628 for this critical update on preventing the sale of illicit drugs on social media platforms. We appreciate Assemblymember Ramos' dedication to confronting this deadly opioid crisis head on.

Sincerely,

Paul T. Barich
Mayor

"A City That Works"

City Council/Successor Agency Meeting **I. 14.**

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the grant award from the FY 2020 State Homeland Security Grant Program, and an additional appropriation of $23,568 to the Police Department (Police Chief Catren)

MOTION(S):

I move to approve the grant award from the FY 2020 State Homeland Security Grant Program, and an additional appropriation of $23,568 to the Police Department.

RECOMMENDATION:

Staff recommends that Council approve the grant award from the FY 2020 State Homeland Security Grant Program, and an additional appropriation of $23,568 to the Police Department.

DISCUSSION:

In March 2020, the Police Department applied for grant funds from the FY 2020 State Homeland Security Grant Program in the amount of $23,568. The requested funds will be used to acquire six tactical ballistic vests to be worn by members of the Redlands Police Department SWAT team. The vests will be invaluable to the safety of these first-responders during tactical operations and other high-risk situations.

ALTERNATIVES:

Do not approve the grant award and additional appropriation in the amount of $23,568.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

PREPARED BY:
Michael Reiss, Deputy Chief

Fiscal Impact

Fiscal Year:	FY22-23
Revenue Generating:	No
Appropriation Required Y/N:	Yes
Amount:	$23,568
Budgeted Y/N:	No

Discussion:
There will be no fiscal impact to the General Fund.

Attachments

Additional Appropriation Form
Authorization to Spend Letter
Subrecipient Application

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 03/10/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Uniforms/Safety Clothing	200202	7004	F202026	23,568.00
				$ 23,568.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200202	4407	F202026	23,568.00
				$ 23,568.00 -

JUSTIFICATION: HSG 2020 Grant Award

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

1743 Miro Way, Rialto, CA 92376 | Phone: 909.356.3998 Fax: 909.356.3965
www.SBCounty.gov

SAN BERNARDINO COUNTY

Office of Emergency Services

Leonard X. Hernandez
Chief Executive Officer

Brent Martin
Emergency Services Manager

February 7, 2022

TO: **CITY/TOWN**
ATTN: GRANTS PROGRAM MANAGER

SUBJECT: **NOTIFICATION OF APPLICATION APPROVAL OF FY2020 HOMELAND SECURITY GRANT PROGRAM (HSGP)**

The California Governor's Office of Emergency Services has approved your FY2020 HSGP project(s). As of the date of this letter, you are authorized to make expenditures using FY2020 Homeland Security Grant Program (HSGP) funds.

Be aware that your project allocation amount may have changed. Take note of the amount located on the attached project worksheet. Should you need to submit a modification request to change your project in any way, including increasing the quantity of items, please do so as soon as possible. The next deadline to submit modification requests is 4/30/22.

During the procurement process, please make sure to follow grant guidelines and requirements. Procurement may not begin on projects requiring an EHP or other type of pre-approval as indicated on the attached project worksheet until requests are submitted and approval has been obtained.

Please note the following:

1. **First Milestone Deadline**: Due to delay in grant acceptance, the performance period for the grant is shorter than previous grants. All projects should be expedited and 30% completed by **9/30/22**.

2. **Modifications**: All project changes require pre-approval from Cal OES prior to incurring any costs. Modification requests are due quarterly. Refer to FY20 Grant Deadlines for submission dates. The scope of work on projects identified as National Priority projects cannot be modified. Changes in quantities on National Priority projects must have FEMA approval.

3. **Procurement**: General procurement standards with open competition must be followed for all federal grant expenditures, according to 2 C.F.R. § 200.318-200.323. Copies of three (3) quotes/bids must be submitted with reimbursement requests.

4. **Noncompetitive Procurement:** Documentation of entity procurement policies must be submitted with reimbursement requests for all noncompetitive procurement. Purchases over $250,000 will require pre-approval from Cal OES prior to procurement, following up

BOARD OF SUPERVISORS
Col. Paul Cook (Ret.) First District | Janice Rutherford Second District | Dawn Rowe Vice Chair, Third District | Curt Hagman Chairman, Fourth District | Joe Baca, Jr. Fifth District
Leonard X. Hernandez Chief Executive Officer

with your governing board or council, if applicable. A cost benefit analysis is required with noncompetitive procurement justification requests.

5. **SAMS Verification**: A print-out of the SAM.gov vendor verification report must be printed *prior to* procurement with all vendor/contractors and must be submitted with reimbursement requests. *Note: Vendor registration in SAM.gov is not required. However, the vendor must not be debarred or restricted from receiving federal funds, which will appear in your vendor verification report if the vendor has restrictions.*

6. **Performance Bond:** Is required for any equipment item over $250,000, **or** any vehicle, aviation, or watercraft, regardless of the cost.

7. **Audit Requirements:** This subaward is subject to all provisions of 2 C.F.R Part 200, Subpart F – Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice.

Refer to the grant guides for additional procedures and requirements.

If you have any questions, please feel free to contact the Grant's Unit at (909) 356-3910. Thank you.

Sincerely,

BRENT MARTIN, Emergency Services Manager
San Bernardino County Fire Protection District
Office of Emergency Services

BM:ts

Enclosures

FISCAL YEAR 2020
Homeland Security Grant Program
CFDA 97.067

Subrecipient Application Workbook

Funding Provided by
California Governor's Office of Emergency Services
(Cal OES)

Through Funding Distributed by
The United States Department of Homeland Security (DHS)
Federal Homeland Security Grant Program Agency

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TABLE OF CONTENTS

INTRODUCTION 5
GRANT PURPOSE 5
USE OF FUNDS 5
ELIGIBLE JURISDICTIONS 5
GRANT CHANGES AND NEW REQUIREMENTS 5
GRANT PROJECT CRITERIA 6
Grant Solution Area: 6
Grant Mission Areas: 6
Grant Core Capabilities: 6
STATE FUNDING INVESTMENT JUSTIFICATIONS 6
GRANT APPLICATION 7
SUBRECIPIENT GRANT PACKAGES 7
Subrecipient Agreement 7
Cover Letter 7
Certification Letter 7
Subrecipient Grants Management Assessment 8
System for Award Management (SAM) 8
Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) 8
GRANT PERFORMANCE PERIOD 8
PROPOSED PROJECTS NOT APPROVED 8
GRANT REQUIREMENTS 8
LAW ENFORCEMENT 8
PROJECT MILESTONE DEADLINES 8
STATUS REPORTS 9
MODIFICATIONS 9
PROCUREMENT GUIDELINES 9
Writing Quotes/Bids 9
Sole Sources 9
Cost Benefit Analysis 10
Invitation for Bid (IFB) 10
Formal Advertising 11
SUPPLANTING 11
EQUIPMENT 11
NOTE: USE TAXES 12
AUTHORIZED EQUIPMENT LIST (AEL) 12
COMMUNICATION EQUIPMENT 12

PHARMACEUTICALS SUPPLIES 12
EHP's 12
EOC's ..... **Error! Bookmark not defined.**
PLANNING/ORGANIZATION PROJECTS 12
PLANNING DELIVERABLES OR FINAL PRODUCTS 13
CONTRACTOR/CONSULTANT 13
SAM Suspension and Debarment 13
VEHICLE PURCHASES 14
PERFORMANCE BOND 14
UNALLOWABLE COSTS 14
ADDITIONAL FORMS 14
REIMBURSEMENT CLAIMS 14
PROOF OF PAYMENTS 15
GRANT MONITORING 15
JURISDICTIONAL GRANT MONITORING 15
INVENTORY CONTROL 15
GRANT PROJECT CLOSEOUT 16
RECORDS RETENTION 16
County of San Bernardino HSGP Program Contacts: 16
Application Workbook Certification 18

INTRODUCTION

The State Homeland Security Grant Program (HSGP) is designed to secure and provide the nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from threats, hazards, and acts of terrorism. The Homeland Security Grant Program is one tool among a comprehensive set of federal measures administered by Cal OES to help strengthen the state against risks associated with potential terrorist attacks. San Bernardino County Office of Emergency Services is a subgrantee of the HSGP and oversees the administration of grant funds for San Bernardino's Operational Area. All grant requirements are located in Federal Notice of Funding Opportunity (NOFO), FEMA's Preparedness Grant Manual (located on FEMA's website) and the California State Supplemental to the NOFO (located on the Cal OES website under Grant Management). Applicants should thoroughly read these manuals prior to submitting their applications.

GRANT PURPOSE

The purpose of the Fiscal Year 2020 Homeland Security Grant Program (FY20 HSGP) is to support comprehensive Homeland Security Grant Programs at the local level and to encourage the improvement of mitigation, preparedness, response, and recovery capabilities for all terror-related hazards. Cal OES has accepted, approved, and awarded this grant and will continue providing support to the San Bernardino County Operational Area's efforts to implement the objectives and strategies of the Homeland Security Grant Program. HSGP subrecipients are encouraged to consider projects that fall into National Priority Investment Justification areas to meet the County and State's requirements for the National Priority 20% criteria. Information regarding National Priority Investment Justifications can be found in the FEMA Preparedness Grants Manual, the NOFO and the California State Supplemental to the NOFO. National Priority Investment Justifications are:

- Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS 5%
- Enhance the Protection of Soft Targets/Crowded Spaces, (including election security) 5%
- Enhance Cybersecurity (including election security) 5%
- Address Emergent Threats 5%

USE OF FUNDS

Funds provided under the HSGP must be used to support local Homeland Security Grant Program activities that contribute to the San Bernardino County Operational Area's capability to prevent, prepare for, mitigate against, respond to, and recover from acts of terrorism.

ELIGIBLE JURISDICTIONS

The County and any City/Town or District in the Operational Area (OA) may apply upon the approval of the Approval Authority members.

GRANT CHANGES AND NEW REQUIREMENTS

The following key changes have been made to the FY20 HSGP:

- **Nationwide Cybersecurity Review (NCSR)**: All HSGP Grant recipients are required to complete an annual cybersecurity self-assessment as described in IB 439 and submit certification that they completed it to the County OES Grants Unit.
- **Performance Bonds**: Performance bonds are required for all vehicle/watercraft purchases. A bond waiver can be requested under certain circumstances, such as immediate ability to deliver the vehicle/watercraft.
- **Training Consultants/Contractors/Purchases**: Competitive Procurement is required for all training consultants/contractors/purchases.
- **Project Modifications:** Subrecipients must provide a written justification for all project modification requests. Justifications must explain why the project is being modified. Justifications for project modifications that reconcile or "true-up" costs may be simply stated as such. More detailed justification is required when reallocating funding to other

projects, implementing new projects or to describe complicated situations that have led to the need for the modification, such as prolonged EHP approval processes. Modification requests will not be accepted after 11/4/2022.

- **Modifications on National Priority Projects:** The FY20 HSGP requires that a minimum of 5% of awarded funds must be allocated towards each of the four National Priority Investment Justifications for a total of 20% for the County. Projects that have been identified as National Priority projects cannot be modified without FEMA approval. Therefore, scope of work modifications that change the investment justification category for National Priority projects are not permitted.

GRANT PROJECT CRITERIA

All projects are required to align to at least one of the six solution areas, five mission areas and the 32 core capabilities of the grant, as follows:

GRANT SOLUTION AREA:

1. Equipment
2. Training
3. Planning
4. Exercise
5. Organization
6. Management & Administration (OES only)

GRANT MISSION AREAS:

1. Prevention
2. Protection
3. Mitigation
4. Response
5. Recovery

CALIFORNIA HOMELAND SECURITY STRATEGY GOALS:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards
3. Strengthen Security and Preparedness Across Cybersecurity
4. Strengthen Communications Capabilities Through Planning, Governance, Technology, and Equipment
5. Enhance Community Preparedness
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities
7. Improve Medical and Health Capabilities
8. Enhance Incident Recovery Capabilities
9. Strengthen Food and Agriculture Preparedness
10. Prevent Violent Extremism Through Multi-Jurisdictional/Inter-Jurisdictional Collaboration and Coordination
11. Enhance Homeland Security Exercise, Evaluation, and Training Programs

Applicants will be required to align each project to the solution area, mission area and strategy goals.

STATE FUNDING INVESTMENT JUSTIFICATIONS

1. Enhance Information and Intelligence Sharing and Cooperation with Federal Agencies, Including DHS **(National Priority)**

2. Enhance the Protection of Soft Targets/Crowded Places (including election security) **(National Priority)**
3. Enhance Cybersecurity (including election security) **(National Priority)**
4. Address Emergent Threats **(National Priority)**
5. Enhance Medical and Public Health Preparedness
6. Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment
7. Enhance Community Resilience, Including Partnerships with Volunteers and Community Based Organizations and Programs
8. Strengthen Information Sharing and Collaboration
9. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Planning, Response & Recovery Capabilities
10. Protect Critical Infrastructure and Key Resources (includes Food and Agriculture)

GRANT APPLICATION

Once the application is received by San Bernardino County Office of Emergency Services and approved by Cal OES, ***jurisdictions will be notified that their project is approved in an "Authorization to Spend letter."*** *Please note: approved project and allocation amounts may differ from the proposed allocations and projects that have already been submitted.* Please read the remainder of this document to ensure that you can comply with grant requirements prior to accepting the award.

SUBRECIPIENT GRANT PACKAGES

Subrecipient packages consist of the following: signed Subrecipient Agreement/Assurances, Cover Letter, Certification Letter, signed Application Workbook Certification, proof of SAM.gov registration, Subrecipient Grant Management Assessment Form, and Single Audit Report, if applicable. Subrecipient packages will be provided to jurisdictions that have approved projects prior to receiving the Authorization to Spend letter. Jurisdictions are NOT permitted to spend funds until the Authorization to Spend letter has been issued. If the project requires an EHP, Noncompetitive Justification, or other type of approval indicated on the approved project worksheet, a request ***must*** be submitted to the Grants Unit. Once approval is obtained, projects can commence.

Subrecipient Agreement

The subrecipient agreement/assurances must be signed in **BLUE INK**. Subrecipient packages must be submitted to:

San Bernardino County Office of Emergency Services
Grants Unit
Attn: Tina Sutera
1743 Miro Loma Way
Rialto, CA 92376

A copy of the package can also be emailed to: tina.sutera@oes.sbcounty.gov.

Cover Letter

The cover letters must be on the jurisdiction's letterhead. Please certify that the documentation is clear and correct. Include your contact information on the "Certification Box" of the cover letter.

Certification Letter

Complete the certification letter with the following information:

Box 1: Name of the entity receiving the grant award. Indicate law or fire jurisdiction.

Boxes 2-5: Use this table to include all federal grant funds the jurisdiction has/will receive for the fiscal year, including EMPG, SAFER, etc. (Consult with your budget or fiscal personnel for more information.)
Box 6: Include a DUNS number.
Box 7: List total compensation and names of the top five executives if salaries are paid with grant funds. (*If applicable as per The Federal Funding Accountability and Transparency Act of 2006 (FFATA) or Transparency Act P.L. 109-282, as amended by section 6202(a) of P.L. 110-252, requires all new Federal awards of $25,000 or more are subject to the FFATA reporting requirements)*

Subrecipient Grants Management Assessment

The Subrecipient Grant Management Assessment form must be signed in **BLUE INK** and submitted with your subrecipient package.

System for Award Management (SAM)

Subrecipients must have a valid DUNS number and be currently registered with the System for Award Management (SAM) per the Federal Funding Accountability and Transparency Act (FFATA). Proof of registration can be fulfilled by providing a screen shot of the email confirmation or website registration confirmation.

Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS)

In order to apply and receive federal financial assistance your agency must have a valid DUNS number. To obtain a DUNS number agencies must register at no cost directly to this web site: www.sam.gov.

GRANT PERFORMANCE PERIOD

The FY20 HSGP has a 3-year performance period for subrecipients (September 1, 2020 to March 31, 2023).

PROPOSED PROJECTS NOT APPROVED

All proposed projects not approved by the Approval Authority members at the time of the initial application will be kept on file for consideration for future funding should any savings/unspent funds become available during the grant performance timeline. If and when the Approval Authority members select your project to be funded, you will be notified and instructions will be provided as to what requirements must be met.

GRANT REQUIREMENTS

LAW ENFORCEMENT

As in past years the grant requires that at least 25% of the HSGP funds be dedicated to law enforcement terrorism prevention activities.

PROJECT MILESTONE DEADLINES

In order to meet the State's timeline and to ensure continuity of HSGP grant funding for the County, San Bernardino County OES requires subrecipients to complete the three milestones below for the project(s) during the life of the grant cycle. Failure to meet these milestones may result in denial of future fund requests until the project is back on track. Please also see the grant deadlines document.

Milestone	Percentage Required	Completion Date
First Milestone	30%	December 31, 2021
Second Milestone	60%	July 31, 2022
Third Milestone	100%	March 31, 2023

STATUS REPORTS

Status reports must be sent by each jurisdiction to the Grants Administration Unit prior to the deadlines listed below. Information obtained will be reported by the Grants Unit to the Cal OES and FEMA.

Reporting Period	Report Due Date
7/1/2021-12/31/2021	1/05/2022
1/1/2022-6/30/2022	7/05/2022
7/1/2022-12/31/2022	1/05/2023

MODIFICATIONS

It is mandatory for all subrecipients to obtain preapproval from the Grants Administration Unit for any project modifications. The County (as the State's subgrantee of the HSGP grant) is required to obtain preapproval from Cal OES for all project modifications, activity, and/or scope of work changes as described in the Cal OES State Supplement to the Federal NOFO. HSGP funds may only be expended for the intended purpose(s) for which they were requested and approved. Therefore, grant funds cannot be expended for projects that are modified without prior approval. Additionally, modification requests require a written justification, which explains in detail why the project is being changed.

Please contact the Grants Administration Unit for the required modification form and narrative. Modified projects completed prior to Cal OES approval will be denied.

PROCUREMENT GUIDELINES

All jurisdictions must follow the procurement policy that encompasses all federal, state, and local procurement policies and procedures for the purchase of goods and services in accordance with applicable federal rules under the 2 C.F.R. Part 200.317-200.326. Jurisdictions must ensure that all procurement transactions are conducted in a manner providing full and open competition.

San Bernardino County Procurement Policy requires the following:

1. All procurement over $1,000 requires a competitive process.
2. A Noncompetitive Procurement Justification for all sole source purchases over $1,000 with documented attempts for solicitation (Bid Summary Form) must be submitted to the Grants Unit and pre-approved prior to purchase.

Subrecipients who do not follow San Bernardino County's procurement policy must submit their jurisdiction's procurement policy to the Grant's Unit to ensure that all grant purchasing requirements are followed.

Written Quotes/Bids

San Bernardino County policy is that Subrecipients must document a minimum of three written price quotations/bids for purchases over $1,000. The award is made to the responsible firm whose proposal is most advantageous for the program with price and other factors to consider. Subrecipients should adhere to their own procurement policies if their policies are more restrictive than the County's policy.

Noncompetitive Procurement

Procurement by noncompetitive proposals (sole source) may be used only when the award of the contract is not feasible under small purchase procedures, sealed bids, or competitive proposals, and one of the following circumstances applies:

1. The item is available only from one source;
2. After solicitation of at least three resources, competition is determined to be inadequate.

In concurrence with 2 CFR part 200.317 - 200.326, Cal OES requires the Operational Areas and its subrecipients encompass all federal, state, and local procurement policies for noncompetitive procurement. San Bernardino County requires pre-approval on all noncompetitive procurement over $1,000. If the Subrecipient's local policy is more restrictive than San Bernardino County's policy, then the subrecipient must follow their own policy and submit all supporting documentation with their reimbursement packet. Failure to obtain preapproval for noncompetitive procurement may result in the denial of the grant expenditure.

In addition, if the city/town/county's policy requires that noncompetitive procurement be approved by the City Council or Governing Board prior to procurement, then that procedure must be followed. The supporting documents must be provided with reimbursement claims.

Cost Benefit Analysis

Subrecipients will need to provide a cost benefit analysis with the Request for Noncompetitive Procurement Authorization Form. The analysis will provide to Cal OES the justification/feasibility based on the comparison of the total expected costs of each bid/quote against the total expected benefits, to examine whether the benefits outweigh the costs. A Cost Benefit Analysis (CBA) must be submitted with the noncompetitive procurement requests.

Informal Quote. Invitation for Bid (IFB) and Request for Proposal (RFP)

Informal Quotes are for purchases of low value goods, supplies, equipment, and services. San Bernardino County's threshold for informal quotes is $4,999, which may be solicited by less formal means such as email, fax, informal correspondence, or internet as well as electronic procurement systems. Should the subrecipient's local policy be more restrictive, then the subrecipient must follow their own policy for informal quotes.

An IFB is used to solicit prices for goods, supplies, and equipment where the exact need is known based on definitive specifications. The IFB provides a clear and accurate description of the material or products to be procured. The description must not contain unreasonable features that restrict the competition. Jurisdictions must ensure that all procurement transactions are conducted in a manner providing full and open competition. Some situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or affiliated companies;
- Organizational conflicts of interest;
- Specifying only "brand name" instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Jurisdictions may not use statutorily or administratively imposed local geographical preference in the evaluation of bids or proposals. (See 2 C.F.R. 200.37-200.326).

A jurisdiction that uses a consulting firm to write the specifications for a contract bid/proposal cannot award the contract to the same consulting firm due to a conflict of interest.

Formal Advertising and Request for Proposals (RFP)

Procurement by Sealed Bids/Invitation for Bids require the subrecipient to formally advertise in a widely circulated publication; bids are solicited from an adequate number of qualified sources; and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all material items and conditions of the bid and is the lowest price. See (2 C.F.R. 200.37-200.326 (d) (3) for additional guidance). Subrecipients must document a minimum of three responsible bids and proof of advertisement and solicitation efforts must be forwarded to the Grants Administration Unit with your reimbursement claim.

An RFP is used for the purchase of services where evaluation criteria may include qualification and experience, technical and functional specifications, cost, financial stability, and references. The RFP is sent to all registered vendors for the applicable product. The award is made to the vendor whose proposal is most advantageous.

Note: All training consultant/contractor purchases must be solicited through a competitive procurement process.

Failure to adhere to the above procurement processes may result in a delay in processing your request and possible denial of your reimbursement.

SUPPLANTING

Federal funds may not supplant, replace, or offset local funds. HSGP funds cannot be used to supplement the amount of funds that, in the absence of federal funds, would be made available for purposes consistent with the Homeland Security Grant Program. Per grant guidance, subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

EQUIPMENT

Funds for equipment must be used to enhance the capabilities of state and local emergency response agencies and all equipment must be identified by an Authorized Equipment List (AEL) number. The HSGP grant has 21 authorized equipment categories under the AEL and, as in previous years, the AEL is presented as follows:

1. Personal Protective Equipment
2. Explosive Device Mitigation and Remediation Equipment
3. CBRNE Operational and Search and Rescue Equipment
4. Information Technology
5. Cyber Security Enhancement Equipment
6. Interoperable Communications Equipment
7. Detection
8. Decontamination
9. Medical
10. Power
11. CBRNE Reference Materials
12. CBRNE Incident Response Vehicles
13. Terrorism Incident Prevention Equipment
14. Physical Security Enhancement Equipment
15. Inspection and Screening Systems
16. Animals and Plants
17. CBRNE Prevention and Response Watercraft
18. CBRNE Aviation Equipment
19. CBRNE Logistical Support Equipment
20. Intervention Equipment
21. Other Authorized Equipment

NOTE: USE TAXES

Effective immediately, the Grants Administration Unit will not reimburse for use taxes without a proper proof of payment.

AUTHORIZED EQUIPMENT LIST (AEL)

To obtain the appropriate AEL authorized number, please check on the following web site: https://www.fema.gov/authorized-equipment-list.

COMMUNICATION EQUIPMENT

Subrecipients using FY20 HSGP funds to support emergency communications activities must comply with the FY2020 SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

PHARMACEUTICAL SUPPLIES

Special rules apply to pharmaceutical purchases and medical counter measures. Prior to procuring pharmaceuticals, subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. This will also include antibiotics and antidotes for nerve agents, cyanide, and other toxins. Purchase of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year period of performance for HSGP. The plan must be submitted to the Grants Unit and preapproved by FEMA prior to incurring any cost. The cost of disposal cannot be carried over to another DHS/FEMA grant or grant period.

EHP's

Any equipment that requires installation is subject to the Environmental Planning and Historic Preservation (EHP) requirements. Outdoor training/exercise activities are also subject to the EHP requirements. Subrecipients must complete and submit the required EHP Screening Form to the Grants Administration Unit for approval of Cal OES and FEMA. **It is mandatory that all EHP forms be approved by FEMA and Cal OES prior to incurring any project costs.** Refer to the Federal Notice of Funding Opportunity, State Guidance and FEMA Preparedness Grants Manual for information regarding the EHP Screening Form and other required documents.

PLANNING/ORGANIZATION PROJECTS

In accordance with 2 C.F.R. § 200.430, Planning/Organization personnel must track actual hours worked on planning and organization projects. Required supporting documentation consists of the following:

1. Functional timesheets or signed payroll activity reports showing how many hours of the week were dedicated to the planning project;
2. Proof of Payment (Copy of paycheck is preferred or payroll registers with definition of codes with private information blocked out);
3. TLR's (*Time, Labor Reports-showing Total Actual Hours worked for the pay period*).
4. Benefit cost analysis of actual benefit costs for the reporting period, if applicable. Weighted or estimated benefit costs are not allowable and will not be reimbursed.
5. Proof of hourly rate that is being calculated as project costs.

The grant will reimburse for salary and benefits for ACTUAL hours worked on planning or organization projects. Benefits should be calculated with actual benefits for the reporting period.

Benefits must be calculated for each reporting (pay) period as benefit costs may fluctuate.

For more information regarding allowable benefit costs, Refer to 2 C.F.R § 200.431 Compensation-fringe benefits.

PLANNING DELIVERABLES OR FINAL PRODUCTS

Planning deliverables may include, but are not limited to:

1. Procedure Manuals
2. Policy Procedures
3. Standard Operating Procedures (SOP's)
4. Reports
5. Templates
6. Plans
7. Guideline Manuals
8. Directive Manuals
9. Operating Manuals
10. Official Procedures
11. Newsletters
12. Training Manuals (Participants and Instructor)

Planning reports must be considerable and substantial in their contents and must be associated to the planning deliverables listed on the proposed projects. The amount of grant funds received for the planning project must justify the outcome of the delivery report.

CONTRACTOR/CONSULTANT

Contractors and Consultant services are allowable under the HSGP. Contract and procurement awards must be made to the responsible contractor or vendor whose bid or offer is most advantageous to the project. The methods of contracting are as follows:

a) Formal Advertising
b) Invitation for Bid (IFB)
c) Request for Proposal (RFP)

Consideration should be given to such matters as contractor integrity, record of past performance, financial and technical resources, and/or accessibility to the necessary resources. A bidder is considered responsible when it has been established that the contractor meets the necessary requirements for the project and is otherwise qualified and eligible.

NOTE: Subrecipients must verify PRIOR to entering into the contract that the independent contractor or consultant services has not been suspended or debarred from participation in receiving federal awards. A dated screen printout must be obtained from the web site www.sam.gov as proof for reimbursement requests.

All contract agreements must be prepared in accordance with existing State contract provisions and policies and clearly define the responsibilities of all parties, as per **2 C.F. R. 200.317 - 200.326 and Appendix II to Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,**

SAM SUSPENSION AND DEBARMENT

Subrecipients are required to obtain verification that the contractor or vendor selected is not debarred or suspended at the time of the award. The subrecipient must search the www.sam.gov website to verify that the vendor and/or contractor is not debarred or suspended from programs or activities involving federal financial and non-financial assistance. Vendor registration in SAM.gov is not required. However, vendor must not be debarred, suspended, or excluded from receiving federal funds, which will be verified in the search. Subrecipients receiving federal funds must certify that they will adhere to Federal Executive order 12549, Debarment and Suspension. Subrecipients will not make any awards or enter into any contract with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in federal programs and activities.

The SAM.gov screenshot must be printed prior to hiring the vendor/contractor and must be submitted to Grants Administration Unit with the request for reimbursement. Failure to provide this information may result in a delay in processing your request and possible denial of your claim.

VEHICLE PURCHASES

As a result of numerous inquiries regarding the use of vehicles purchased with Homeland Security funds, the following guidance is being provided regarding authorized use of these vehicles:

1) A performance bond must be obtained for all vehicle, watercraft, and aircraft purchases.
2) For the purposes of the HSGP the vehicle identification is: *A means of transportation to be used for CBRNE response equipment and personnel to the incident site.* A list of authorized HSGP vehicles can be found through FEMA's Authorized Equipment List.
3) Vehicle licensing, registration and general maintenance fees are the responsibility of the subrecipient and are NOT allowable with grant funds.
4) All vehicles purchased with HSGP funds must be tagged and be part of the subrecipient inventory control.

When subrecipients submit a proposal to purchase a vehicle, your agency must submit a justification and identify which of the subcategories under CBRNE Response Vehicle the purchase relates to. Also, your agency must be able to demonstrate how the purchase of the CBRNE Response Vehicle complies with the HSGP Strategy. Vehicles must be assigned to the Duty Officer or first responder who will respond to a given incident when required to provide response to any emergency event.

PERFORMANCE BOND

Subrecipients are required to obtain a performance bond for any equipment item over $250,000, or any vehicle, aviation, or watercraft (regardless of the cost) financed with Homeland Security Grant dollars. A copy of the performance bond must be submitted to the Grants Administration Unit with your reimbursement claim. Failure to obtain the required performance bond will result in the disallowance of your HSGP project. Subrecipients may request a performance bond waiver which will be reviewed by Cal OES on a case-by-case basis.

UNALLOWABLE COSTS

Equipment purchased with HSGP funds cannot be charged to other federal grants to overcome fund deficiencies. Subrecipients will ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Refer to Federal NOFO and State Supplemental for unallowable costs.

ADDITIONAL FORMS

All other forms must be preapproved by Cal OES prior to incurring any costs.

- EHP Form
- Request for Noncompetitive Procurement Form (Sole Source Vendor)
- Aviation Request Form
- Watercraft Request Form
- Controlled Equipment Request Form

REIMBURSEMENT CLAIMS

Reimbursement shall be based upon authorized and allowable expenditures consistent with the approved project. All expenditures must be supported with the following source documentation:

- Signed Reimbursement form
- Copy of invoices. Must be legible
- Three written quotes or Noncompetitive Procurement Authorization Form

- Screenshot of the SAM.gov vendor search results
- Proof of payment. Copy of front and back of the cancelled checks or credit card statement with proof of payment to the credit card company
- Copy of City Council Minutes (if applicable)
- At least one clear picture of each grant purchased equipment (serial number or other ID displayed).

Note: For each solution area reimbursement claim, ***please see Grants-Reimbursement Request – Check List***.

PROOF OF PAYMENTS

ALL Subrecipients are required to submit copies of the front and the back of cancelled checks, as proof of payment for HSGP grant related expenditures. Subrecipients that paid their vendors through an electronic fund transfer (EFT) must submit copy of the EFT transfer as proof of payment. The EFT transfer must include the name of the vendor/recipient of the transfer, the amount transferred, date of transfer and name of the jurisdiction doing the transfer. Credit card purchases must be accompanied with the receipt, the credit card statement and proof of payment to the credit card company for the corresponding statement.

GRANT MONITORING

JURISDICTIONAL GRANT MONITORING

As per new regulations under 2 CFR part 200.330 - 200.332, the Grants Administration Unit will be enforcing monitoring of subrecipient's project activity. Grant activities (both desk review and on-site) are reviewed during monitoring visits. These reviews may include, but are not limited to:

- Eligibility of Expenditures
- Project Activities
- Reimbursement Requests
- Modification Request
- Grant Status/Performance Reports
- Equipment
- Equipment Inventory Control Reports
- A review of the Corrective Action Plan (CAP) of the subrecipient's Single Audit Report (if there is a finding on the report) in correspondence with A-133.

The Grants Administration Unit will schedule site visits with subrecipients.

INVENTORY CONTROL

Subrecipients must comply with all requirements set forth in 2 C.F.R. Part 200.313 for the active tracking and monitoring of property/equipment purchased with HSGP funds. Subrecipients must account for and reconcile inventory with the SB County OES Grants Administration Unit's property records **prior** to deployment and at each scheduled inventory inspection. Subrecipients will develop and maintain a control tracking system to ensure adequate safeguards to prevent loss, damage, or theft of grant funded equipment. When equipment purchased with grant funds is no longer needed or will be retired, subrecipients will request disposition instructions from SB County OES Grants Administration Unit. If items are damaged, lost, stolen, or retired, subrecipients will provide an explanation on the Equipment Disposition Request/Report form of how the damage happened and the subrecipient's plan in preventing damage from occurring in the future.

GRANT PROJECT CLOSEOUT

All projects must be completed by the end of the performance milestone. Supporting documentation must be kept and equipment must be tracked by the subrecipients until notified otherwise by the Grants Administrative Unit.

RECORDS RETENTION

Subrecipients are required to maintain accurate, complete, orderly, and separate records for each grant year. All supporting documentation pertaining to the administrative, programmatic, and financial management of the grant award must be retained by the subrecipient for at least three years following Cal OES's closeout of the Federal/State grant period including the resolution of any monitoring/audit findings. The Grants Administration Unit will notify all jurisdictions when to dispose of the supporting documentation for prior grant years, after Cal OES has provided authorization to dispose. If any jurisdiction is under audit review and there are any negative audit findings under the Homeland Security Program Grant funding, they must notify SB County OES – Grants Unit as soon as possible.

COUNTY OF SAN BERNARDINO HSGP PROGRAM CONTACTS:

Brent Martin, Emergency Services Manager
E-mail: brent.martin@oes.sbcounty.gov
Phone: (909) 356-3998

Vacant, Asst. Emergency Services Manager
E-mail:
Phone: (909) 356-3943

Tina Sutera, Staff Analyst II
Grants Administration Unit
Email: tina.sutera@oes.sbcounty.gov
(909) 356-3910

~ PROCEED TO CERTIFICATION AND ACKNOWLEDGEMENT ON NEXT PAGE ~

SAN BERNARDINO COUNTY OPERATIONAL AREA

FY2020 HOMELAND SECURITY GRANT PROGRAM

APPLICATION WORKBOOK CERTIFICATION

I, Christopher R. Catren as the Authorized Agent

for Redlands Police Department JURISDICTION, certify that our jurisdiction has read and acknowledges the Homeland Security Grant Program (HSGP) guidelines specified in the document hereof.



Authorized Agent Signature — Date: 01/06/2022

Christopher R. Catren

Print Name



Project Manager Signature — Date: 01/06/2022

Michael Reiss

Print Name

"A City That Works"

City Council/Successor Agency Meeting **I. 15.**

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve entry into a Mills Act Contract with Debashish Ghosh and Atishma Kant for the property located at 225 East Fern Avenue, and determine that approval of the agreement is exempt from the California Environmental Quality Act Guidelines pursuant to Section 15061(b)(3) (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendations are appropriate, the following motions are provided.

1. I move that the City Council determine that the Historic Property Contract by and between the City of Redlands and Debashish Ghosh and Atishma Kant for the preservation and benefit of the Historic Resource located at 225 East Fern Avenue is exempt from the California Environmental Quality Act Guidelines pursuant to Section 15061(b)(3).

2. I move to approve the Historic Property Contract by and between the City of Redlands and Debashish Ghosh and Atishma Kant for the preservation and benefit of the Historic Resource located 225 East Fern Avenue.

RECOMMENDATION:

The Historic and Scenic Preservation Commission reviewed the proposed 10-Year Rehabilitation Plan for the Mills Act application, and unanimously adopted Historic and Scenic Preservation Commission Resolution No. 2021-07 recommending the City Council approve the Mills Act contract with Debashish Ghosh and Atishma Kant for 225 E. Fern Avenue. The Commission also recommended that the agreement is not subject to the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines, as there is no possibility of any environmental effects as a result of the Mills Act contract.

DISCUSSION:

The Mills Act, enacted by the State in 1972, is intended to encourage preservation of historically significant properties by allowing a property owner to receive property tax relief in exchange for rehabilitating, preserving, and maintaining a historic property rather than demolishing or significantly modifying it. The Act allows local governments to enter into binding contracts with owners of qualified historic properties. On November 7, 2017, the City Council approved Resolution No. 7796, extending the City's Mills Act program to November 7, 2022. The City has also determined that qualified historic property eligible for the program includes those locally designated as a historic resource or landmark, or are a contributing structure to a locally designated historic district, or have been designated as a County Landmark, State Landmark, State Point of Historical Interest, National Historic Landmark, or are listed on the California and/or National Register. The agreement provides a reduction of property taxes in exchange for the continued preservation of the property.

Mills Act contracts generally result in a reduction of property taxes of 20 to 60 percent for each assessed property during a standard ten-year contract. The impact of the Mills Act on a property's assessment can vary, depending on the date the property was purchased. For example, properties purchased before the passage of Proposition 13 (in 1978) are unlikely to receive a reduction, as they are already determined to be at baseline threshold values under the State's taxation and revenue code. More recently purchase properties would receive the greatest reductions.

One hundred percent (100%) of the money saved on taxes must be used in maintaining and/or restoring the property. The agreement runs for ten years, and can renew annually each year thus extending the agreement term unless a notice of cancellation is filed by the owner. The property value and property taxes are recalculated by the County Tax Assessor. The loss of tax revenue is shared between applicable agencies that receive the taxes.

The Mills Act pilot program limits the annual number of contracts to seven (7) per calendar year. This includes a maximum of five (5) contracts for residential properties with an assessed valuation of less than one million dollars, and a maximum of two (2) non-residential properties. This the first application under consideration in 2022.

The subject property, located at 225 E. Fern Avenue, contains contributing structures within the East Fern Avenue Historic and Scenic District.
The property is developed with a two and a half story single family dwelling, constructed in the transitional architectural style, and a detached accessory structure. Mack W. H. Williams, a painter in 1905 and co-owner Williams Curtis Company had J.S. Williams build his home in 1905.

The applicant has provided a rehabilitation plan (included as Exhibit B to the Contract) detailing the work to be done under the proposed contract and associated costs. Over the 10-year period, the property owner will spend $109,665 for improvements and maintenance to the property, which is estimated to exceed the estimated tax savings of $51,820 over the same period.

The improvements proposed include:

1. Restoration of existing wood-frame windows, including gentle sanding of the edge of the sash, lubrication of jambs, general repairs to ensure all windows are operable, repainting to match.

2. Seismic retrofit of the foundation to provide strength and seismic stability, with no visible exterior change.

3. Electrical upgrade from the original knob-n-tube electrical wiring to modern electrical wiring that meets current safety codes, and upgrade electrical meter from 90amp to 200amp.

4. Restoration of the existing brick chimney, repairing bricks, replacing bricks only when too deteriorated to safely repair, and install a new custom made weather cap.

5. Restoration and repair of the existing porch, repairing features where possible and removing water-damaged hardwood floorboards when too deteriorated to safely repair with in-kind material.

6. Repair and repainting of exterior siding, including cleaning the existing material, removal of loose and peeling paint, repairing cracks and damages on wooden areas, and priming and painting the siding.

Upon execution of their contract, the applicant will be required to submit annual reports of their progress to staff, to document the work taking place, and ensure their work plan is kept up-to-date to ensure tax savings are directly applied to the cost of the improvements that will maintain or rehabilitate the historic buildings. The applicant will be responsible for obtaining all applicable permits and Certificate of Appropriateness approvals for work contained within the work plan.

ALTERNATIVES:

The City Council has the option of denying the Mills Act Contract.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Loralee Farris, Principal Planner

Fiscal Impact

Discussion:

Over the first ten years of this contract, the applicant will save $51,820 in taxes (amount to be used to reimburse the cost of home improvements). A portion of this amount (roughly 22%) will translate as a loss of revenue to the City of Redlands. However, the City will gain the long-term preservation and maintenance of a valuable historical resource important to the City's history.

Attachments

Attachment A: Mills Act Contract

Attachment B: Historic & Scenic Preservation Commission Resolution No. 2021-07

Attachment C: Photographs

RECORDING REQUESTED BY:
CITY OF REDLANDS
DEVELOPMENT SERVICES DEPT.
P.O. BOX 3005
REDLANDS, CA 92373

WHEN RECORDED RETURN TO:
CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005 REDLANDS, CA 92373

SPACE ABOVE THIS LINE IS RESERVED FOR RECORDER'S USE

HISTORICAL PROPERTY CONTRACT BY AND BETWEEN THE CITY OF REDLANDS AND DEBASHISH GHOSH AND ATISHMA KANT FOR THE PRESERVATION AND BENEFIT OF THE HISTORIC RESOURCE AND CONTRIBUTING STRUCTURES ON PROPERTY LOCATED AT 225 E. FERN AVENUE

THIS HISTORICAL PROPERTY AGREEMENT ("Agreement") is made and entered into this 5th day of April, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Debashish Ghosh and Atishma Kant, each as individual (together, "Owner"). City and Owner are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Government Code section 50280 et seq. authorizes cities to enter into contracts with the owners of qualified historical properties, as defined in Government Code section 50280.1, to provide for the preservation, use, maintenance, and restoration of such historical properties so as to retain their characteristics as properties of historical significance; and

WHEREAS, Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at 225 E. Fern Avenue, Redlands, California, 92373 (the "Property") which is more particularly described in the grant deed attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, on October 3, 1989, the East Fern Avenue Historic and Scenic District was designated by the Redlands City Council as a local historic district, for which the Property was included as having contributing structures; and

WHEREAS, City and Owner, for their mutual benefits, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Property and to qualify the Property for an assessment of valuation pursuant to the provisions of

section 439 et seq. of the Revenue and Taxation Code pursuant to the Rehabilitation/ Restoration/Maintenance Plan ("Plan") attached hereto as Exhibit "B," and which is incorporated herein by this reference;

NOW THEREFORE, City and Owner, in consideration of the mutual covenants and conditions set forth herein, agree follows:

Section 1. Recordation Date and Term. This Agreement shall become effective on the date it is recorded ("Recordation Date"). Each year during the term of this Agreement, on the anniversary of the Recordation Date ("Renewal Date"), one (1) year shall automatically be added to the Term of this Agreement unless notice of nonrenewal is mailed as provided herein. If either Owner or City desires in any year not to renew this Agreement, Owner or City shall serve written notice of nonrenewal of this Agreement on the other Party in advance of the annual Renewal Date. Unless such notice is served by City to Owner at least ninety (90) days prior to the annual Renewal Date, or such notice is served by Owner to City, one (1) year shall automatically be added to the Term of this Agreement as provided herein. Upon receipt by Owner of a notice of nonrenewal from City, Owner may make a written protest of the notice. City may, at any time prior to the annual Renewal Date of this Agreement, withdraw its notice to Owner of nonrenewal. If either City or Owner serves notice to the other of nonrenewal in any year, this Agreement shall remain in effect for the balance of the Term then remaining, either from its original execution or from the last renewal of this Agreement, whichever may apply.

Section 2. Standard for Historical Property. During the term of this Agreement, the Property shall be subject to the following conditions, requirements, and restrictions:

A. Owner shall preserve and maintain the characteristics of historical significance of the Property in accordance with the minimum standards and conditions for maintenance, use, and preservation of the Property as set forth in the Plan attached hereto as Exhibit "B."

B. Owner shall restore and rehabilitate the property according to the Plan, the rules and regulations of the Secretary of the Interior's Standards for Rehabilitation and the California Historical Building Code in accordance with Exhibit "C" which is attached hereto and incorporated herein by this reference.

C. Owner shall allow reasonable periodic examinations, by prior appointment, of the interior and exterior of the Property by representatives of the San Bernardino County Assessor, State Board of Equalization, and City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement.

D. Owner shall expend one hundred percent (100%) of the property tax savings recognized by Owner during the Term of this Agreement to finance the preservation, maintenance, rehabilitation, and improvement of the Property. Owner shall maintain records and documentation of such property tax savings and expenditures and shall provide annually a written accounting to City. City shall have the right to audit Owner's property tax records and expenditures for the purposes of ensuring Owner's compliance with the requirements of this subsection D.

Section 3. Provision of Information of Compliance. Owner shall furnish City with any and all information requested by City which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

Section 4. Office of Historic Preservation. City shall provide written notice of this Agreement to the State Office of Historic Preservation within one (1) month of City's approval of this Agreement.

Section 5. Cancellation. City, following a duly noticed public hearing as set forth in Government Code section 50280, may cancel this Agreement if it determines that Owner breached any of the conditions of this Agreement or has allowed the Property to deteriorate to the point that it no longer meets the standards for a Historic Resource or Contributing Structure. City may also cancel this Agreement if it determines that Owner has failed to restore or rehabilitate the Property in the manner specified in subparagraph 3(b) of this Agreement, including but not limited to Owner's failure to comply with the Plan and/or Owner's failure to complete the rehabilitation and restoration identified in the Plan as provided for in the Plan. In the event of cancellation of this Agreement by City, Owner shall pay the State of California a cancellation fee of Twelve and One-Half percent (12 ½%) of the current fair market value of the Property at the time of cancellation, as determined by the San Bernardino County Assessor without regard to any restrictions of the Property imposed pursuant to this Agreement. Payment of the fee shall be made in accordance with the provisions of Government Code 50286(b).

Section 6. Enforcement of Agreement. In lieu of and/or in addition to any provisions permitted cancellation of this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of this Agreement. In the event of a default under the provisions of this Agreement by Owner, City shall give written notice to Owner by registered or certified mail addressed to the address stated in this Agreement, and if such a violation is not corrected to the reasonable satisfaction of City within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within thirty (30) days and must thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner pursuant to the terms of this Agreement, apply to any court, state of federal, for injunctive relief against any violation by Owner, or apply for such other relief as may be appropriate. City does not waive any claim of default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to the City to pursue in the event that there is a beach of this Agreement. No waiver of any breach or default under this Agreement shall be deemed to a waiver of any other subsequent breach thereof or default hereunder.

Section 7. Binding Effect of Agreement.

A. Owner herby voluntarily subjects the Property to the covenants, reservation and restrictions as set forth in this Agreement. City and Owner hereby declare their specific intent

that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Property. Each and every contract, deed or other instrument hereinafter executed, covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions expressed in this Agreement whether or not such covenants, reservations and restriction are set forth in such contract, deed or other instrument.

B. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that Owner's legal interest in the Property is rendered less valuable thereby. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Property for the benefit of the public and Owner.

Section 8. Notice. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class 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:

To City: City Clerk
City of Redlands
P.O. Box 3005
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

To Owner: Debashish Ghosh and Atishma Kant, Owners
225 E. Fern Avenue
Redlands, CA 92373
debash@gmail.com
akant318@gmail.com
(812) 360-3555

Section 9. General Provisions.

A. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the Parties and any of their heirs or successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

B. Owner shall hold City and its elected and appointed officials, officers, employees, and agents harmless from any and all liability for damage or claims for personal injuries, including death, and claims for property damage which may arise from the direct of indirect use of operations of Owner or those of Owner's contractors, subcontractors, agents, employees, or other persons acting on the Owner's behalf which relate to the use, operation and maintenance of the Property. Owner shall defend and indemnify City and its elected and appointed officials, officers, employees and agents with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of Owner's activities in connection with the Property. This provision applies to all damages and claims for damages suffered, or alleged to have been suffered, by reason of operations referred to in this Agreement whether or not City prepared, supplied or approved the plans, specifications or other documents for the Property.

C. All of the agreements, rights, covenants, reservations and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the Parties, and their successors and assigns of the Property, whether by operation of law or in any manner whatsoever.

D. In the event any action or proceeding is commenced by any party to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any Party, the prevailing party in such proceeding may recover all reasonable attorneys' fees to be fixed by the court, in addition to fees incurred by a Party for in-house counsel, and in addition to court costs and other relief ordered by the court.

E. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

F. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Section 10. Recordation. No later than twenty (20) days after City's approval of this Agreement, City shall cause this Agreement to be recorded in the Office of the Recorder of the county of San Bernardino.

Section 11. Amendments. This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

CITY OF REDLANDS:

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

OWNER:

_____
Debashish Ghosh

OWNER:

_____
Atishma Kant

EXHIBIT “A”

GRANT DEED

RECORDING REQUESTED BY:
~~Joe Miller Inc. dba Advantage Escrow~~

FNT-IE

When Recorded Mail Document To:
Debashish Ghosh and Atishma Kant
225 E. Fern Avenue
Redlands, CA 92373

Escrow No.: 19-2336-AY
Title No.: 00073057-991-IE -BS2

Electronically Recorded in Official Records, County of San Bernardino
2/28/2019
02:28 PM
JC

BOB DUTTON
ASSESSOR - RECORDER - CLERK
696 Fidelity National Title Co.

Doc# 2019-0063366

Titles 1 Pages 2

Fees	17.00
Taxes	594.00
CA SB2 Fee	.00
Others	.00
Paid	611.00

APN: 0171-373-17-0-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)
- ☐ This transfer is exempt from the documentary transfer tax.
- ☑ **The documentary transfer tax is $594.00** and is computed on:
  - ☑ the full value of the interest or property conveyed.
  - ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
- ☑ The property is located in the City of Redlands

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Ruth E. Dusenberry, an unmarried woman and Paul Wilcox, an unmarried man

hereby GRANT(S) to
Debashish Ghosh and Atishma Kant , husband and wife , as joint tenants

the following described real property:
LOT 15, BLOCK C, ATWOOD AND FORD'S SUBDIVISION NO. 2,IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA AS PER PLAT RECORDED IN BOOK 14 OF MAPS, PAGE 1, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Dated: 01/31/19

Ruth E. Dusenberry

Paul Wilcox

Mail Tax Statement As Directed Above

RECORDING REQUESTED BY:
~~Joe Miller Inc. dba Advantage Escrow~~

FNT-IE

When Recorded Mail Document To:
Debashish Ghosh and Atishma Kant
225 E. Fern Avenue
Redlands, CA 92373

Escrow No.: 19-2336-AY
Title No.: 00073057-991-IE -BS2

APN: 0171-373-17-0-000

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Dated: 01/31/19

Ruth E. Dusenberry

Paul Wilcox

Mail Tax Statement As Directed Above

APN: 0171-373-17-0-000

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

On February 8, 2019 before me, Pamela Lopez, Notary Public,

personally appeared Ruth E. Dusenberry & Paul Wilcox

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

PAMELA LOPEZ
Notary Public - California
San Bernardino County
Commission # 2176941
My Comm. Expires Dec 24, 2020

EXHIBIT “B”

REHABILITATION/RESTORATION/MAINTENANCE PLAN

225 Fern Avenue -Rehabilitation Plan - Amended					
Year	**Work**	**Estimated Cost**	**Estimated Yearly Tax Relief**	**Cumulative Cost**	**Culmulative Tax Reduction**
1	**Historic Window Restoration Phase I - All upstairs double hung windows**	4,900	5,182	4,900	5,182
2	**Historic Window Restoration Phase I - All downstairs double hung windows**	4,490	5,182	9,390	10,364
3	**Seismic Retrofit Phase I**	7,900	5,182	17,290	15,546
4	**Seismic Retrofit Phase II**	22,724	5,182	40,014	20,728
5	**Seismic Retrofit Phase III**	22,724	5,182	62,738	25,910
6	**Seismic Retrofit Phase IV**	22,724	5,182	85,462	31,092
7	**Porch Restore & Repair**	5,500	5,182	90,962	36,274
8	**Brick Chimney Restore/Replace**	4,353	5,182	95,315	41,456
9	**Exterior Siding Repair/Replace**	8,700	5,182	104,015	46,638
10	**Exterior Paint**	5,650	5,182	109,665	51,820
Total Cost:		**109,665**		**Total Tax Relief:**	**51,820**

EXHIBIT “C”

SECRETARY OF INTERIOR'S STANDARDS FOR REHABILITATION

Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

RESOLUTION NO. 2021-07

A RESOLUTION OF THE HISTORIC AND SCENIC PRESERVATION COMMISSION RECOMMENDING THAT THE CITY COUNCIL APPROVE A MILLS ACT CONTRACT FOR 225 E. FERN AVENUE.

WHEREAS, Atishma Kant and Debashish Ghosh, have submitted an application to enter into a Mills Act Contract for a single family residential property, located at 225 E. Fern Avenue (the "Property"), within the East Fern Avenue Historic and Scenic District and in the R-2 (Multiple-Family Residential) District (APN: 0171-373-17-0000).

WHEREAS, on June 3, 2021, the Historic and Scenic Preservation Commission reviewed the Mills Act application at a regularly scheduled meeting; and,

WHEREAS, the Property meets all of the eligibility criteria to participate in the City's Mills Act Program, in that it is located within the City of Redlands, is privately owned, not exempt from taxation, located within a designated historic district, and the estimated cost of the rehabilitation plan will exceed the estimated tax savings; and,

WHEREAS, participation in the Mills Act will encourage preservation of a historically significant property by allowing a property owner to receive property tax relief in exchange for rehabilitating, preserving, and maintaining a historic property rather than demolishing or significantly modifying it; and,

WHEREAS, Public Resources Code Section 15061(b)(3) indicates that a project is exempt from CEQA if 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 environmental and where it can be seen with certainty 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; and,

WHEREAS, following the review for the Mills Act application, the Historic and Scenic Preservation Commission determined that the Mills Act application is not subject to the California Environmental Quality Act, pursuant to Section 15061(b)(3) of the CEQA Guidelines.

WHEREAS, the Historic and Scenic Preservation Commission determined that the 10-Year Rehabilitation Plan would be consistent with the Secretary of Interior Standards, and future work under the plan would be subject to future permits and Certificate of Appropriateness applications, as appropriate; and,

NOW, THEREFORE, BE IT RESOLVED by the Historic and Scenic Preservation Commission of the City of Redlands as follows:

Section 1. The Historic and Scenic Preservation Commission recommends to the City Council that the Mills Act application is not subject to the California Environmental Quality Act, pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Section 2. The Historic and Scenic Preservation Commission recommends that the City Council approve the Mills Act Contract for 225 E. Fern Avenue.

Section 3. This Resolution shall become effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 3rd day of June, 2021.

Kurt Heidelberg, Historic and Scenic Preservation Commission Chair

ATTEST:

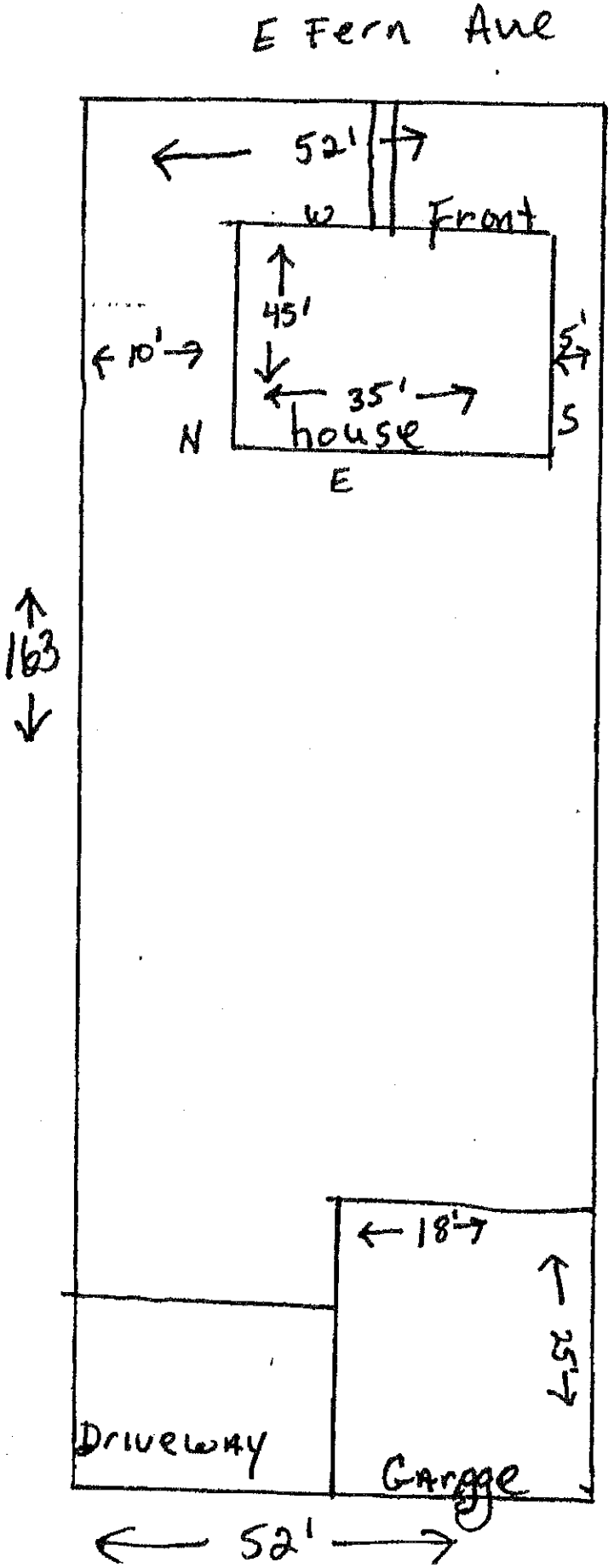
Linda McCasland, Secretary

I, Linda McCasland, Historic and Scenic Preservation Commission Secretary of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the Historic and Scenic Preservation Commission at a regular meeting thereof held on the 3rd day of June, 2021.

AYES: 5
NOES: 0
ABSENT: 2
ABSTAINED: 0

Linda McCasland, Historic and Scenic Preservation Commission Secretary

225 E. Fern Redlands Ca 92373
Lot size and Layout of house













BRICK FOUNDATION, CRUMBLING



BRICK FOUNDATION - CRUMBLING



BRICK FOUNDATION, CRUMBLING



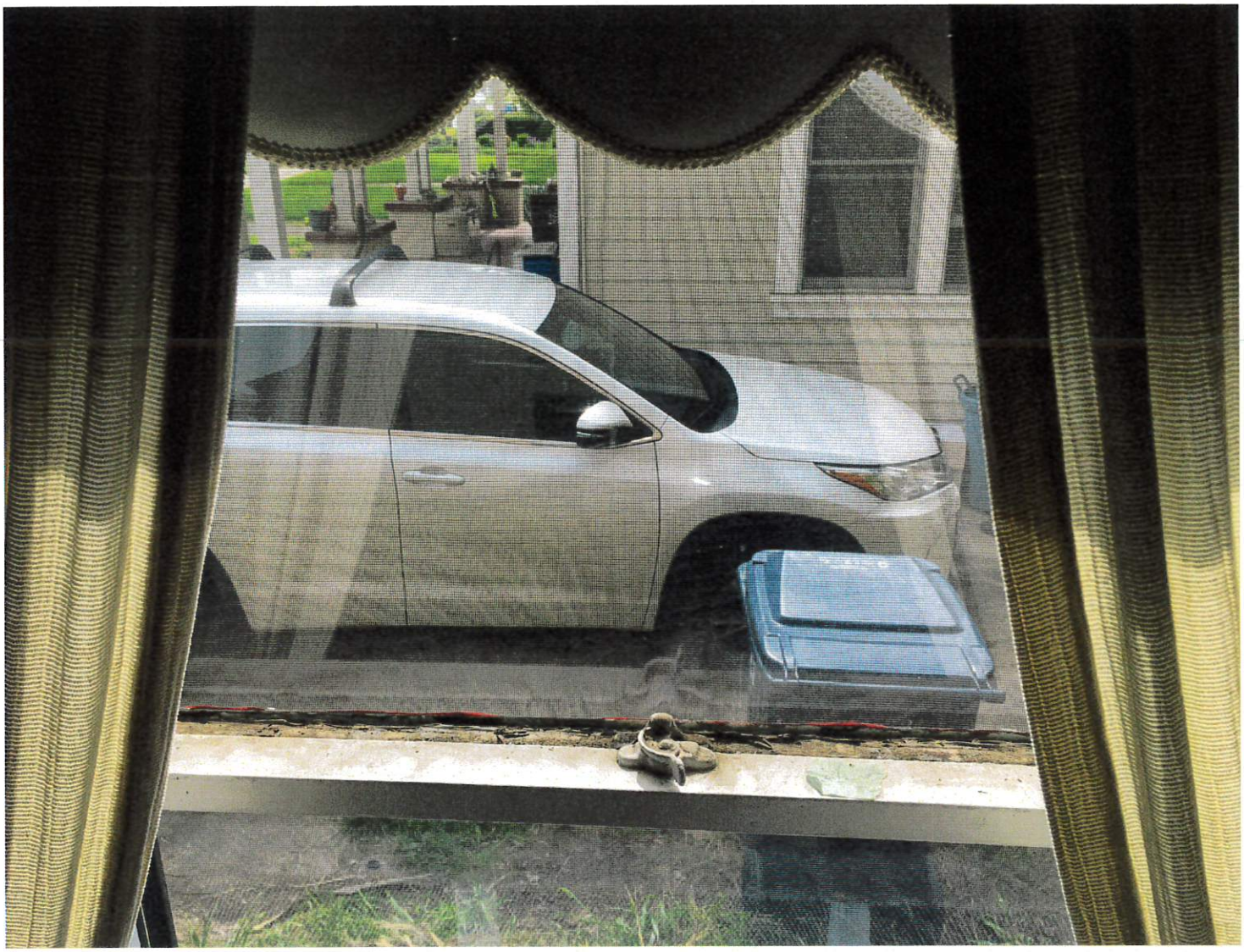
FRONT PORCH, NEEDS RESTORATION



FRONT PORCH, NEEDS RESTORATION



ORIGINAL HISTORIC WINDOW, NEEDS RESTORATION



ORIGINAL HISTORIC WINDOW,
NEEDS RESTORATION OF BOTH WOOD AND
PULLEY MECHANISM

DEPARTMENT OF PARKS AND RECREATION

HISTORIC RESOURCES INVENTORY

Ser. No. _____
HABS ____ HAER ____ NR ____ SHL ____ Loc ____
UTM: A _____ B _____
C 11-483845-3767770 D _____

IDENTIFICATION

1. Common name: _____
2. Historic name: _____
3. Street or rural address: 225 E. Fern
   City Redlands Zip 92373 County San Bernardino
4. Parcel number: 0171-373-17
5. Present Owner: Norma J. Towes Address: _____
   City _____ Zip _____ Ownership is: Public _____ Private _____
6. Present Use: residence Original use: residence

DESCRIPTION

7a. Architectural style: Transitional House

7b. Briefly describe the present *physical description* of the site or structure and describe any major alterations from its original condition:

Two and a half story L shaped house of clapboard with vertical steeply pitched cross-gables roof with gabled dormer facing the street. There are wide eave overhangs with interesting brackets. The gables on the roof and the dormers have an interesting vent or gable window with irregular openings, and there is a small balcony above a bay window on thewest side of the house. The east side of house is a porch with columns sheathed in clapboard. The windows in the house are all vertical double hung except for the upper light in the front door and the stationary leaded glass window off the front porch.



8. Construction date: Estimated _____ Factual 1905
9. Architect ---
10. Builder J. S. Williams
11. Approx. property size (in feet) Frontage _____ Depth _____ or approx. acreage _____
12. Date(s) of enclosed photograph(s) _____

13. Condition: Excellent ____ Good ____ Fair ____ Deteriorated ____ No longer in existence ____

14. Alterations: _____

15. Surroundings: (Check more than one if necessary) Open land ____ Scattered buildings ____ Densely built-up ____
Residential ____ Industrial ____ Commercial ____ Other: _____

16. Threats to site: None known ____ Private development ____ Zoning ____ Vandalism ____
Public Works project ____ Other: _____

17. Is the structure: On its original site? _____ Moved? _____ Unknown? _____

18. Related features: _____

SIGNIFICANCE

19. Briefly state historical and/or architectural importance (include dates, events, and persons associated with the site.)

Lot 15, Block C Atwood & Ford
Mack W. H. Williams, a painter in 1905 and co-owner of Williams Curtis Company in 1907 had J. S. Williams build his home for $2500 in 1905.

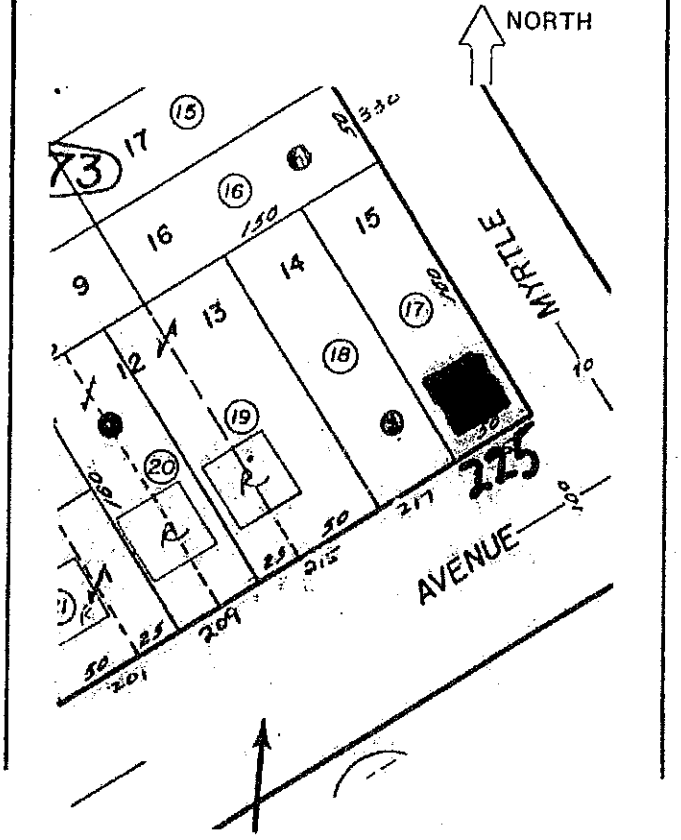
Permit: May 18, 1905
Water: May 16, 1905

20. Main theme of the historic resource: (If more than one is checked, number in order of importance.)
Architecture ___X___ Arts & Leisure _____
Economic/Industrial ___ Exploration/Settlement _____
Government _____ Military _____
Religion _____ Social/Education _____

21. Sources (List books, documents, surveys, personal interviews and their dates).

22. Date form prepared May 1986
By (name) Judy Wright
Organization AEGIS
Address: _____
City _____ Zip _____
Phone: _____

Locational sketch map (draw and label site and surrounding streets, roads, and prominent landmarks):



"A City That Works"

City Council/Successor Agency Meeting **I. 16.**

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Notice to conduct an annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code (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 receive and file this notice.

RECOMMENDATION:

Staff recommends that the City Council acknowledge receipt of the notice that the following Development Agreements will be subject to an annual review for calendar year 2020 in accordance with Chapter 18.220 of the Redlands Municipal Code (RMC):

1. Mountainview Power Company
2. Robertson's Ready Mix, Ltd
3. Cemex Construction Materials, L.P.
4. Cal-Red Facility, LLC, a Delaware limited liability company, and Redlands Health Services and AV Associates
5. Redlands Community Hospital
6. ESRI (Environmental Systems Research Institute)

DISCUSSION:

Section 18.220.180 of the RMC establishes the requirement for an annual review of approved Development Agreements. This provision provides that the City shall review Development Agreements at least once every twelve (12) months from the date of their approval. Pursuant to Government Code Section

65865.1, the applicant for a Development Agreement has the duty to demonstrate its good faith compliance with the terms of the Development Agreement at the time of the review. The City's cost for the annual review is paid by the applicant. There are currently six (6) active Development Agreements that have been in effect for at least one year with the City.

The following provides a brief summary:

1. **Mountainview Power Company** - This project is a steam electric power-generating facility operated by Southern California Edison, located at the northeast corner of San Bernardino Avenue and Mountain View Avenue. The Agreement became effective on October 24, 2000, and extends for a 30-year period.
2. **Robertson's Ready Mix, Ltd** - This agreement implements a business license tax payable to the City quarterly, based on the tonnage mined by Robertson's within the City of Redlands. The Agreement was approved by the City Council on July 17, 2001, and remains in effect for a 65-year period.
3. **Cemex Construction Materials, L.P.** - This Agreement implements a business license tax payable to the City quarterly, based on tonnage mined or processed within the City of Redlands. The Agreement was approved by the City Council on July 17, 2001, and remains in effect for a 65-year period.
4. **Cal-Red Facility, LLC, a Delaware limited liability company; Redlands Health Services, a California Corporation; and AV Associates, a California Limited Partnership** - This Agreement is for the operation and future expansion of the Assistencia Villa, a licensed Skilled Nursing Facility located on Barton Road. The Agreement was approved by the City Council on December 2, 2003, and the term of the Agreement is for 30 years.
5. **Redlands Community Hospital** - This Agreement addresses implementation of the long-range plan for the expansion of Redlands Community Hospital. The Agreement was approved by the City Council on December 2, 2003, and the term of the Agreement is for 30 years.
6. **Environmental Systems Research Institute (ESRI)** – This Agreement addresses the long-term development and expansion of the ESRI corporate headquarters, located at 380 New York Street. The Agreement was approved by the City Council on July 5, 2005, and remains in effect for 30 years.

Staff is required under RMC Section 18.220.180 to first provide notice to the City Council, at a regularly scheduled meeting, that a Development Agreement will undergo an annual review in accordance with this chapter. Since these agreements all have different anniversary dates, staff historically has prepared the annual report for all the agreements at one time. Staff will be contacting the applicants, and return to Council with a review of each Development Agreement for Council's consideration within 90 days.

ALTERNATIVES:

The City Council may continue the matter and request additional information.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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

PREPARED BY:
Sean Reilly, Senior Planner

Fiscal Impact

Discussion:
The cost for the annual review will be paid by the applicants.

"A City That Works"

City Council/Successor Agency Meeting **I. 17.**

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to the Professional Services Agreement with Willdan Engineering to increase the original agreement from $29,500 to a total aggregate amount of $86,400 for Building Official Services while the Development Services Department recruits to fill the vacant Chief Building Official position (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 Willdan Engineering.

RECOMMENDATION:

Staff recommends City Council approve the First Amendment to the Agreement with Willdan Engineering for Building Official Services while the Development Services Department recruits to fill the vacant Chief Building Official position.

DISCUSSION:

On February 21, 2022, the Chief Building Official position in the Development Services Department became vacant. The Department is currently recruiting to fill the vacant position. Building and Safety is responsible for the enforcement of construction and occupancy standards adopted by the City of Redlands and the State of California. These services are vital to daily operations and the department cannot go without them.

Approval of the First Amendment to the Agreement with Willdan Engineering will allow the Department to continue to provide vital services to its customers.

ALTERNATIVES:

City Council may elect not to approve the First Amendment to the Agreement.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

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:
Tricia Munoz, Management Analyst

Fiscal Impact

Fiscal Year:	2022-23
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$56,900
Budgeted Y/N:	Y
Account No.:	101162

Discussion:

Approval of this item will not impact the General Fund. The Development Services Department Building and Safety Division (101162) 2022-23 budget has sufficient appropriation to meet the needs of the First Amendment to the Agreement with Willdan Engineering.

Attachments

First Amendment_Willdan Engineering
Original Agreement with Willdan (Reference Only)

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of Building Official, Plan Review and Permit Inspection Services ("Agreement"), dated February 14, 2022, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Willdan Engineering, a California corporation ("Consultant"), is made and entered into this 5th day of April, 2022.

RECITALS

WHEREAS, it is the desire of City and Consultant to amend Exhibit "A" of the Agreement, titled "Scope of Services," to increase the scope of services to include those described in Exhibit "1," which is attached hereto and incorporated herein by reference; and

WHEREAS, it is the desire of the City and Consultant to amend Article 4.1 of their existing Agreement to increase the Consultant's present total compensation of twenty-nine thousand five hundred dollars ($29,500) to the amount of eighty-six thousand four hundred ($86,400);

NOW, THEREFORE, the City and Consultant agree as follows:

AGREEMENT

Section 1. Section 1.1 of the Agreement, titled "Engagement of Consultant," is hereby amended to read as follows:

"1.1 Pursuant to the authority of Government Code section 37103, City hereby engages Consultant to provide temporary special professional services that are customarily performed by the City's Building and Safety Building Official, Plans Examiners and Building Inspectors (the "Services")."

Section 2. The scope of work performed by Consultant pursuant to Exhibit "A" of the Agreement, titled "Scope of Services," is hereby amended to include the work that is identified in Exhibit "1."

Section 3. Section 4.1 of the Agreement, titled "Payments to Consultant," is hereby amended to read as follows:

"4.1 Total compensation for Consultant's performance of the Services shall not exceed eighty-six thousand four hundred dollars ($86,400). 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 4. The compensation contained within Exhibit "B" of the Agreement is hereby deleted in its entirety, and substituted with a new compensation in the form attached hereto as Exhibit "2."

Section 5. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of April 5, 2022.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

WILLDAN ENGINEERING

By: _____
Patrick Johnson,
Director of Building & Manager Safety

EXHIBIT "1"

ADDITIONAL SCOPE OF SERVICES

Provide California Building Standards Code construction inspection and plan review services on an on-call, as needed basis. Such consulting shall include reviews for 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.

Provide inspectors certified and qualified 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.

EXHIBIT "2"

COMPENSATION

SERVICE PROVIDED		HOURLY RATE
Building Official		$135/hour
ICC Plan Examiner		$120/hour
Plan Check Engineer		$135/hour
	Total Compensation:	$86,400

AGREEMENT TO PERFORM TEMPORARY SPECIAL PROFESSIONAL SERVICES

This agreement for the provision of temporary Building and Safety Official services ("Agreement") is made and entered in this 14th day of February, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("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 Pursuant to the authority of Government Code section 37103, City hereby engages Consultant to provide temporary special professional services that are customarily performed by the City's Building and Safety Building Official (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.

1.3 The term of this Agreement shall commence on February 15, 2022, and terminate on June 30, 2022, unless the Services are terminated earlier as provided for herein.

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.

2.3 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 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 – PAYMENTS TO CONSULTANT

4.1 Total compensation for Consultant's performance of the Services shall not exceed twenty nine thousand five hundred dollars ($29,500). 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.

4.2 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, and the number of hours spent and by whom. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

4.3 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 Director
City of Redlands
35 Cajon Street, Suite 20
P.O. Box 3005 (mailing)
Redlands, CA 92373
bdesatnik@cityofredlands.org

CONSULTANT:

Patrick Johnson, Director
Building and Safety
Willdan Engineering
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408
pjohnson@willdan.com

ARTICLE 5 – INSURANCE AND INDEMNIFICATION

5.1 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.

5.2 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 6 – CONFLICTS OF INTEREST

6.1 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.

6.2 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.

6.3 Consultant must disclose its financial interests and 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 prior to commencement of the Services.

ARTICLE 7 – GENERAL CONSIDERATIONS

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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: _____
Janice McConnell,
Assistant City Manager
on behalf of City Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

WILLDAN ENGINEERING

By: Patrick Johnson
Patrick Johnson,
Director of Building &Manager Safety

EXHIBIT "A"

SCOPE OF SERVICES

BUILDING OFFICIAL SERVICES

The Consultants proposed **Building Official** will oversee all plan checking, building inspections and permit counter technician services, and will act as the City's representative on building-related matters. He/she will be scheduled on-site as determined by the City and will be available by phone and email during regular City Hall business hours as well as emergency on-call 24 hours.

- Function as the Building Official as set forth in the California Building Code, in other City adopted building codes, ordinance Municipal Code, and as specified in Federal and State law.

- Issue Certificates of Use and Occupancy for building and structures.

- Assist in the coordination and oversight of the building permit, building inspection, building counter, and building code enforcement services so that they function as one building and safety organization.

- Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens.

- Prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with existing codes and regulations.

- Quality control review of building inspections.

- Resolution of resident inquiries and complaints.

- Make determination on the approval and use of alternative materials and methods of construction.

- Assist in the administration and processing of complex Building Code issues and dispute resolution, including making final interpretations concerning the application of building and safety codes.

- Review discretionary applications for preliminary compliance with construction codes.

- Provide training for City staff in sustainable building and Green building.

- Review and update the Building/Safety Procedures Manual.

- Create Building hand-outs and training materials as requested.

- Provide Analysis and fee schedule amendments as needed.

- Monthly Reporting of Building and Safety Activities as well as reports required for fee collection and other reports required by the State of California or other government agencies.

- Prepare Planning Commission & City Council staff reports related to Building & Safety items (as needed).

- Periodic attendance at Planning Commission and City Council meetings (as needed).

- Provide emergency and after-hours inspection and reports of damaged properties or structures.

- Meet with developers, homeowners, business owners, architects, engineers, and the general public at the City or in the field, as the need dictates, to resolve grievance and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.

EXHIBIT "B"

COMPENSATION

SERVICE PROVIDED		**HOURLY RATE**
Building Official		$135/hour
	Total Compensation:	$29,500

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: Patrick Johnson Date: 02 / 14 / 2022

Patrick Johnson,
Director of Building & Safety

"A City That Works"

City Council/Successor Agency Meeting **I. 18.**

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a sole source purchase order with Cummins Sales and Service in the amount of $57,011.01 for in-frame repairs 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 $57,011.01 for in-frame repairs 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 $57,011.01 for in-frame repairs 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 sent to Cummins Sales and Service for an in-frame repair. Pursuant to the City's purchasing guidelines, a sole source purchase order was approved in the amount of $28,000 for the in-frame repair work to this truck. Cummins was selected as a sole source vendor as they were the only vendor available to address the repairs in a timely manner. Other authorized vendors had delays up to several months. After inspection of the truck, it was determined that the repairs were more extensive, with the cost now 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 2021-22
Revenue Generating:	No
Amount:	$57,011.01
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 2021-22 as approved by City Council.

Attachments

A. Sole-Single Source Request Form

B. Sole Source Quote

REDLANDS "A City That Works"

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: 4/5/22

TO: Purchasing Division

FROM: Facilities & Community Services

Purchase Requisition # _____

Estimated Total Cost: $ 57011.01

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 while on route. 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 3/11/2022
Prepared by Date

3/15/22
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

Rev 1.31.19

Cummins Sales and Service

BAR ARD Number: ARD00293078 EPA: CAL000260067
Remit to:
Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

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

INVOICE NO

PREVIEW

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF REDLANDS
JULIE GILBERT / AP
PO BOX 3005
REDLANDS, CA 92373-1505

OWNER

CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 92373-1505
ARMANDO LOERA - 909 798-7523

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
		31-MAR-2014	ISL G CM2180		PETERBILT
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
272351		03-NOV-2021	73593493		320(LCF)
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
196127					73593493

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		3BPZL20X1EF243543					
COMPLAINT		ENGINE REPLACEMENT					
COVERAGE		CUSTOMER BILLABLE					
14		14	CC36077	OAT	FLG	15.06	210.84
1		1	4988280	GASKET,HYDRAULIC PUMP	CECO	4.26	4.26
1		1	3886396	6.2 CALIBRATION FLT REG.	CECO	100.00	100.00
1		1	5440813	GASKET,ACC DRIVE SUPPORT	CECO	15.20	15.20
1		1	3931824	SEAL,O RING	CECO	4.12	4.12
1		1	3906696	SEAL,RECTANGULAR RING	CECO	7.01	7.01
1		1	5332563	GASKET,OIL PAN	CECO	57.44	57.44
4		4	4934278	WASHER,SEALING	CECO	3.11	12.44
2		2	3089240	SEAL,O RING	CECO	7.95	15.90
1		1	5398279	GASKET,CONNECTION	CECO	12.58	12.58
1		1	FONTANA RAD	FONTANA RAD	P2-NSPART4	2,332.86	2,332.86
7		7	V891001	P BL 1 S GN2 15W-40 BULK	VALVOLINE	13.45	94.15
7		7	CORF GAL	CAL OIL RECYCLE FEE GAL	P2-NSPART1	.29	2.03
1		1	DR7743RX	ENG ISL 8.9 17 B 280@2200	DRC	32,660.30	32,660.30
					Serial#: 60349405		
1		1	DR6989D	ENG ISL G 8.9 10 B HPCR	CLEAN	5,625.00	5,625.00
-1		0	DR6989D	ENG ISL G 8.9 10 B HPCR	DIRTY	5,625.00 -	5,625.00
1		1	3163075	PAINT	CECO	21.69	21.69
1		1	4991807	TUBE,CPR WATER OUTLET	CECO	128.14	128.14
1		1	4942633	TUBE,CPR WATER OUTLET	CECO	95.83	95.83

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**_____

Sales and Service

BAR ARD Number: ARD00293078 EPA: CAL000260067
Remit to:
Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

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

INVOICE NO

PREVIEW

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF REDLANDS
JULIE GILBERT / AP
PO BOX 3005
REDLANDS, CA 92373-1505

OWNER

CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 92373-1505
ARMANDO LOERA - 909 798-7523

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
		31-MAR-2014	ISL G CM2180		PETERBILT
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
272351		03-NOV-2021	73593493		320(LCF)
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
196127					73593493

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		3BPZL20X1EF243543					
1		1	5339042	TUBE,OIL FILLER	CECO	122.05	122.05
1		1	3931824	SEAL,O RING	CECO	4.12	4.12
1		1	5313494	DIPSTICK	CECO	139.31	139.31
1		1	5332563	GASKET,OIL PAN	CECO	57.44	57.44
1		1	4988280	GASKET,HYDRAULIC PUMP	CECO	4.26	4.26
1		1	3939352	GASKET,OIL SUC CONNECTION	CECO	4.18	4.18
1		1	4089222	KIT,SEAL	CECO	186.17	186.17
1		1	5440813	GASKET,ACC DRIVE SUPPORT	CECO	15.20	15.20
		ORDERED ITEM		3685614 CECO			
1		1	5301094RX	COMPRESSOR,1 CYL AIR	DRC	1,537.95	1,537.95
1		1	3944525D	COMP,AIR ISC/ISL 18.7 CFM	CLEAN	125.00	125.00
-1		0	3944525D	CPR, AIR ISC/ISL 18.7 CFM	DIRTY	125.00 -	125.00
2		2	5318056	CONNECTOR,QCK DISCONNECT	CECO	13.04	26.08
1		1	5305732	TEE,PLAIN ADAPTER	CECO	64.79	64.79
1		1	5318058	ELBOW,MALE ADAPTER	CECO	35.16	35.16
1		1	3681270	UNION,MALE	CECO	48.13	48.13
1		1	AF821-M	AF PKG	FLG	48.83	48.83
1		1	AF888-M	AF PKGA	FLG	167.35	167.35
1		1	5282669	PAN,OIL	CECO	514.52	514.52
1		1	3944264	TUBE,LUB OIL SUCTION	CECO	248.83	248.83
1		1	3930408	GASKET,OIL PAN	CECO	175.62	175.62
1		1	3013786	PLUG,PIPE	CECO	5.97	5.97

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**_____

Sales and Service

BAR ARD Number: ARD00293078 EPA: CAL000260067
Remit to:
Cummins Sales and Service
P.O. Box 848731
Los Angeles, CA 90084-8731

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

INVOICE NO
PREVIEW
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF REDLANDS
JULIE GILBERT / AP
PO BOX 3005
REDLANDS, CA 92373-1505

OWNER

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196127					73593493

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		3BPZL20X1EF243543					
1		1	3164067	SEALANT	CECO	22.82	22.82
1		1	3163075	PAINT	CECO	22.34	22.34
1		1	5269589	TUBE,OIL GAUGE	CECO	42.22	42.22
1		1	3909395	CLAMP,SPRING HOSE	CECO	4.26	4.26
32		32	3900631	SCREW,HEX FLANGE HEAD CAP	CECO	2.47	79.04
1		1	FLEX PIPE	EXH FLEX PIPE	P2-NSPART4	117.96	117.96
1		0	6-5-70-18X	STRAP KIT	P2-NSPART4	23.59	23.59
1		1	6-5-70-18X	STRAP KIT	P2-NSPART4	16.32	16.32

PARTS:			39,509.30
PARTS COVERAGE CREDIT:			0.00CR
TOTAL PARTS:		**39,509.30**	
SURCHARGE TOTAL:			**0.00**
LABOR:			13,467.86
LABOR COVERAGE CREDIT:			0.00CR
TOTAL LABOR:		**13,467.86**	
MISC.:			952.50
MISC. COVERAGE CREDIT:			0.00CR
TOTAL MISC.:		**952.50**	
ELECTRONIC TOOLING FEE			50.00
HAZ WASTE DISPOSAL			100.00
SHOP SUPPLIES			150.00
ROAD MILEAGE			52.50
PREMIUM ORDER CHARGE			600.00
	LOCAL		**695.79**

Billing Inquiries? Call (877)480-6970

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

Cummins Sales and Service

BAR ARD Number: ARD00293078 EPA: CAL000260067
Remit to:
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P.O. Box 848731
Los Angeles, CA 90084-8731

BLOOMINGTON CA BRANCH
3061 S. RIVERSIDE
BLOOMINGTON, CA 92316-
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INVOICE NO

PREVIEW

TO PAY ONLINE LOGON TO
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CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
272351		03-NOV-2021	73593493		320(LCF)
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
196127					73593493

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		3BPZL20X1EF243543					
						STATE	**2,385.56**

Billing Inquiries? Call (877)480-6970

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SUB TOTAL:	53,929.66
TOTAL TAX:	3,081.35
TOTAL AMOUNT: US $	**57,011.01**

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

"A City That Works"

City Council/Successor Agency Meeting **I. 19.**

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request to hold the Redlands Firefighter's Car show event hosted by the Redlands Professional Firefighters Association on May 29, 2022 at Ed Hales Park and along State Street; authorize street closures; approve a request for in-kind support in the amount of $6,648.00; authorize the sale and consumption of alcoholic beverages at the event, and determine that the event is categorically exempt from environmental review pursuant to Section 15301 of the state's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that the requests are appropriate, the following motions are provided:

1. I move that the City Council determine that the Redlands Firefighter's Car Show event to be held on May 29, 2022 at Ed Hales Park and along State Street is categorically exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act;

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

3. I move to approve the expenditure of city resources and a waiver of fees in the amount of $6,648.00; and,

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

RECOMMENDATION:

Staff recommends that the City Council approve a request to hold the Redlands Firefighter's Car show event hosted by the Redlands Professional Firefighters Association on May 29, 2022, within Ed Hales Park and along State Street within the downtown area; authorize street closures; approve a request for in-kind support in the amount of $6,648.00; authorize the sale and consumption of alcoholic beverages; and, determine that the event is categorically exempt from environmental review pursuant to Section 15301 of the state's guidelines implementing the California Environmental Quality Act (CEQA).

DISCUSSION:

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

The Redlands Professional Firefighters (RPFA) is requesting to hold the annual Redlands Firefighter's Car Show event at Ed Hales Park and along State Street in the downtown area on Sunday, May 29, 2022, from 6:00 a.m. to 6:00 p.m. The event is open to the public and is anticipated to bring approximately 1000 visitors into the downtown area. In the past the event has raised between $6,000 to $10,000 per year. The RPFA is requesting permission to serve alcohol at the event that will end no later than 6:00 pm. In addition, the RPFA is requesting a waiver of fees and departmental resources including personnel and equipment from the Police, Facilities & Community Services and Fire Departments in the amount of $6,648.00. The RPFA is registered as a non-profit organization operating out of the City of Redlands. The City Council waived fees in the amount of $5,926.78 for the Redlands Firefighters Car Show event in 2019.

The RPFA will be responsible for operating and obtaining the Daily License to Serve Alcohol from the Office of Alcohol Beverage Control. City Council approval is also necessary to authorize the consumption of alcohol for this event due to its proposed location. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559 and therefore the approval of this request is outside of staff's purview. Furthermore, this event has been determined to be categorically exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15301.

This section includes the permitting of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

ALTERNATIVES:

The City Council has the option of denying the request, waiving a portion of the fees, or directing staff with alternatives.

STRATEGIC PLAN:

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

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
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

Discussion:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	2022 Amount	Type	2019 Amount
Police Personnel[1]	$5,140.00	Hard Cost	$2,944.00
Fire Personnel[1]	$640.00	Hard Cost	$2,691.78
Fire Equipment	$200.00	Soft Cost	$200.00
Development Services Department Personnel	$574.00	Hard Cost	N/A
Personnel & Equipment Subtotal	**6,554.00**		**$5,835.78**
Fees Established by City Council Resolution			
Ed Hales Park Reservation	$94.00	Soft Cost	$91.00
Fees Subtotal	**$94.00**		**$91.00**
Total Departmental Charges and Fees	**$6,354.00** (hard) **$294.00**(soft) **$6,648.00 (Total)**		**Total $5,926.78**

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

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2021-22 to date:

TABLE 2: FY 2021-22 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	Waiver Amount	Net Amount
$213,289.6	$5,035.20	$1,600.00	$219,925.1	$218,325.10

Attachments

A. In-Kind Support Request

B. Authorization to Serve Alcohol

C. Verification of Nonprofit

City of Redlands *In-Kind Support Request*

Event Name: Redlands Firefighter's Car Show

Event Date(s): 5-29-22 **Location(s):** State Street and Ed Hales Park

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

Describe Your Request:

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

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

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

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

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

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

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

Group/Organization Name: Redlands Community Foundation

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

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

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

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

Primary Contact Name & Title: William Dye

Mailing Address: PO Box 784 Redlands, Ca. 92373

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

Updated 6/2021

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

Positive outcomes for your organization from this

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

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

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

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

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

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

Signature: [signature] **Title:** Volunteer

Please Print Your Name: William H. Dye III **Date:** 12-21-21

To Be Completed by the City of Redlands

Date Received: **Received By:**

Notes:

City Manager Approval: City Council Approval:

CITY OF REDLANDS
APPLICATION REQUESTING AUTHORIZATION TO SERVE ALCOHOL

TYPE/NAME OF EVENT: Redlands Firefighters Car Show

DATE OF EVENT: 5-29-22 HOURS: 6 a.m. - 6 p.m.

LOCATION: Ed Hales Park 105 E. State St.

APPLICANT'S INFORMATION:

INDIVIDUAL/ORGANIZATION NAME: Redlands Professional Firefighters

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

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

EVENT INFORMATION:

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

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

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

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

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

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

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

Date: 2-22-22 Signature: _____

AUTHORIZATION

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

ALCOHOL RELATED TO PARKS:

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

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

ALCOHOL RELATED TO AIRPORT:

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

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

CITY COUNCIL DATE (if applicable): _____

Redlands Community Foundation

EIN: 91-2143250 | Redlands, CA, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- **Tax Year 2020 Form 990**
- **Tax Year 2019 Form 990**
- **Tax Year 2018 Form 990**
- **Tax Year 2017 Form 990**
- **Tax Year 2016 Form 990**

Page Last Reviewed or Updated: 20-November-2020

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"A City That Works"

City Council/Successor Agency Meeting **I. 20.**

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Reject all bids received for the On-Call Sewer Collection System Repair Services (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to reject all bids received for On-Call Sewer Collection System Repair Services.

RECOMMENDATION:

Staff recommends City Council reject all bids received for On-Call Sewer Collection System Repair Services.

DISCUSSION:

In accordance with the California State Water Resource Control Order No. 2006-0003 DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems under Waste Discharge Identification Number 8SSO10558, the City is required to properly maintain the conveyance of wastewater by way of the collection system to minimize and prevent sanitary sewer overflows. These guidelines include necessary repairs and improvements to the wastewater collection system to avoid disruption of sewage collection, protect city assets, promote public health & safety, and protect the environment. On April 15, 2020, City Council approved the On-Call Sanitary Sewer Collection System Repair Services. The scope of the services includes repairs to sanitary sewer collection pipelines and replacement of sewer manhole covers throughout the city limits. The current service agreement will expire in April 2022.

In accordance with the City's procurement protocol, staff advertised a Request for Bid on February 07, 2022. On February 24, 2022, the City Clerk's office received and opened the following five (5) bids:

Bid Opening Report Summary

Company Name, Location	Total Bid Amount
MCC Pipeline, Yucaipa, CA	$1,671,220
Kirtley Construction, San Bernardino, CA	$2,378,500
Tryco General Engineering, Rimforest, CA	$2,767,100
Gabriel Frausto Underground Construction, Inc., Walnut, CA	$2,988,390
TE Roberts, Inc., Irvine, CA	$5,846,867

All bids received are over the engineer's estimate and exceed available funding in the wastewater service fund. As a result, staff recommends that City Council reject all bids and direct staff to solicit new bids for on-call sanitary sewer collection system repair services.

ALTERNATIVES:

No feasible alternative is recommended since all bids exceed the engineer's estimate and available funding.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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

PREPARED BY:
Fernando Mata, Wastewater Operations Superintendent

Fiscal Impact

Discussion:

There is no fiscal impact associated with the rejection of all bids.

Attachments

Bid Opening Report

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **24th of February 2022 at 3:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **On-Call Sewer Collection System Repair Services – 20220120-01FM**. 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	Total Bid Amount
1	MCC Pipeline, Yucaipa CA	Yes	$1,671,220.00
2	Kirtley Construction dba T.K. Construction, San Bernardino CA	Yes	$2,378,500.00
3	Tryco, Rimforest CA	Yes	$2,767,100.00
4	Gabriel Frausto Underground Construction, Inc., Walnut CA	Yes	$2,988,390.00
5	TE Roberts, Inc., Irvine CA	Yes	$5,846,867.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Fernando Mata

"A City That Works"

City Council/Successor Agency Meeting **I. 21.**

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize a contribution of $70,099.25 to San Bernardino Valley Water Conservation District's Habitat Conservation Trust for Wash Plan permitting fees, and approve an additional appropriation in the amount of $70,099.25 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

Should the City Council determine that staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council authorize a contribution of $70,099.25 to San Bernardino Valley Water Conservation District's Habitat Conservation Trust for Wash Plan permitting fees; and

2. I move that the City Council approve an additional appropriation in the amount of $70,099.25.

RECOMMENDATION:

Staff recommends that Council authorize a $70,099.25 contribution to San Bernardino Valley Water Conservation District's Habitat Conservation Trust for Wash Plan permitting fees, and approve an additional appropriation in the amount of $70,099.25.

DISCUSSION:

In 1997, agencies with jurisdiction in and adjacent to the Santa Ana River between the cities of Highland and Redlands collaborated to form a Wash Committee to address environmental concerns. The committee was tasked with developing appropriate policies for the management of wash resources such as mining, recreation, habitat preservation, and water production. The committee, chaired by a San Bernardino Valley Water Conservation District (SBVWCD)

representative, drafted conservation area operating guidelines known as the Wash Plan which reflected a general agreement between the affected agencies. Participating agencies include the Bureau of Land Management, U.S. Fish and Wildlife, various California resource agencies, two (2) wash area mining companies and the cities and local agencies with jurisdiction within portions of the river.

Each participant agreed to provide funding for Habitat Conservation Plan (HCP) activities to protect critical habitats and to limit land development and other environmentally damaging activities in the wash area. In return, each agency receives compensatory mitigation credit for specific projects such as mining operations, recreation trails, road improvements, and water facilities, which allows projects to proceed without harming critical habitat. This blanket mitigation is significantly less expensive than mitigating individual projects, and will cover City projects such as street widening and bike facility construction, a number of proposed recreation trails, the Santa Ana River Trail, and storm drainage facilities within the HCP area. The HCP also allows continued operation and planned future expansion of groundwater wells, percolation basins, and water distribution facilities within the wash area.

On September 19, 2017, the City Council adopted a Wash Plan Memorandum of Understanding. The MOU provides for adoption of the Implementing Agreement (IA) between United States Fish and Wildlife and SBVWCD, and establishes a conservation trust fund. In exchange for compensatory mitigation credit provided by the Wash Plan, the MOU obligates the City to contribute funding to the conservation trust fund to offset a portion of the annual permitting fees.

ALTERNATIVES:

The City executed a Memorandum of Understanding (MOU) with San Bernardino Valley Water Conservation District, which obligates the City to pay a portion of the Wash Plan permitting fees.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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
Chris Boatman, Assistant City Manager

PREPARED BY:
Goutam K. Dobey, Engineering Manager

Fiscal Impact

Fiscal Year:	FY 21/22
Appropriation Required Y/N:	Yes
Amount:	$64,998.00
Budgeted Y/N:	No
Account No.:	101400

Discussion:

Wash Plan conservation trust fund contribution for permitting fees for department projects:

Church Street Drainage Pipe	$19,097.00
Judson Street Drainage Pipe	$555.00
Orange Street Drainage Dissipater	$1,381.00
Wabash Street Drainage Pipe	$5,006.00
Alabama Street Improvements	$24,439.00
Orange Street Improvements	$14,383.00
Alabma Street Trail	$137.00

Fiscal Year:	FY 21/22
Appropriation Required Y/N:	Yes
Amount:	$2,505.25
Budgeted Y/N:	No
Account No.:	501900

Discussion:

Wash Plan conservation trust fund contribution for permitting fees for department projects:

Redlands Aqueduct Tunnel	$2,506.25
Redlands Well Connector Pipeline	($1.00)

Fiscal Year:	FY 21/22
Appropriation Required Y/N:	Yes
Amount:	$2,596.00
Budgeted Y/N:	No
Account No.:	101300

Discussion:

Wash Plan conservation trust fund contribution for permitting fees for department projects:

Santa Ana River Trail	$949.00
Santa Ana River Trail River Crossing	$1,647.00

Attachments

A: SBVWCD Invoice #203
B: Wash Plan MOU_signed (Reference only)
C: Additional Appropriation Form - 101400
D: Additional Appropriation Form - 101300
E: Projects Location Map

San Bernardino Valley Water Conservation District
Helping Nature Store Our Water

1630 West Redlands Bvd, Ste. A
Redlands, CA 92373

Invoice

Date	Invoice #
11/30/2021	203

Bill To
City of Redlands P.O. Box 3005 35 Cajon St Redlands, CA 92373

Description	Amount
Wash Plan State Permitting Costs to Date	70,099.25

Please remit to above address.

Total $70,099.25

Wash Plan State and Waters Permits Cost Share Summary			
Project ID	Project Name		
Redl.02	Church Street Drainage Pipe	$ 19,097.00	MUED
Redl.03	Judson Street Drainage Pipe	$ 555.00	MUED
Redl.04	Orange Street Drainage Dissipater	$ 1,381.00	MUED
Redl.05	Wabash Street Drainage Pipe	$ 5,006.00	MUED
Redl.06	Borrow Pit South Rim Trail	$ -	
Redl.07	Redlands Aqueduct Tunnel	$ 2,506.25	Water
Redl.08	Redlands Well Connector Pipeline	$ (1.00)	Water
Redl.09.1	Santa Ana River Trail	$ 949.00	FCS
Redl.09.2	Santa Ana River Trail River Crossing	$ 1,647.00	FCS
Redl.10	Orange Street Well Access Road	$ -	
Redl.11	N Orange Street 1 & 2 Well	$ -	
Redl.13	N Orange 3 Well & Connector Pipeline	$ -	
Redl.14	Alabama Street Improvements	$ 24,439.00	MUED
Redl.15	Orange Street Improvements	$ 14,383.00	MUED
Redl.16	Alabama Street Trail	$ 137.00	MUED
Redl.17	Orange Street Trail	$ -	
Redl.19	Greenspot Road Trail	$ -	
		$ 70,099.25	

101400 — $64,998.00
101300 — $2,596.00
501900 — $2,505.25
$70,099.25

2nd Billing for State Permitting Fee Cost Share

$65,851.33	SBVWCD Salaries & Benefits specific to State Permitting for period 03/20/21-10/29/21
$ 126,716.25	AECOM-Services to obtain stated and selected Federal Permits for period 02/06/21-09/03/21
$ 45,693.25	CDFW-Standard Agreement fees for Wash Plan covered activities that need state permitting
$ 3,778.25	CDFW-Application for a Standard Routine Maintenance Agreement
$ 163,660.00	SARWQCB-401 Dredge and Fill Permit Application
$405,699.08	

Shared Expense

	SBVWCD	Cemex	Highland	Redlands	EVWD	Robertson's	TOTAL
Staff & Benefit fees	$ 28,522.33	$ 16,766.40	$ 4,360.00	$ 5,006.00	$ 19.00	$ 11,177.60	$ 65,851.33
AECOM	$ 54,885.00	$ 32,263.00	$ 8,391.00	$ 9,633.00	$ 36.00	$ 21,508.25	$ 126,716.25
CDFW	$ 9,528.75	$ 12,924.00	$ 5,596.00	$ 2,360.25	$ 2,360.25	$ 12,924.00	$ 45,693.25
CDFW	$ 3,778.25	$ -	$ -	$ -	$ -	$ -	$ 3,778.25
Reduced SARWQCB	$ 71,258.00	$ 12,855.50	$ 13,366.00	$ 53,100.00	$ 225.00	$ 12,855.50	$ 163,660.00
	$ 167,972.33	$ 74,808.90	$ 31,713.00	$ 70,099.25	$ 2,640.25	$ 58,465.35	$ 405,699.08

MEMORANDUM OF UNDERSTANDING TO IMPLEMENT THE HABITAT CONSERVATION PLAN FOR THE UPPER SANTA ANA RIVER WASH PLAN AND ASSOCIATED IMPLEMENTING AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made effective this 19th day of September, 2017 ("Effective Date"), by and between the following entities (hereinafter individually referred to as a "party" and collectively referred to as the "parties"):

CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC. ("CEMEX")	ROBERTSON'S READY MIX, LTD. ("ROBERTSON'S")
CITY OF HIGHLAND ("HIGHLAND")	EAST VALLEY WATER DISTRICT ("EVWD")
CITY OF REDLANDS ("REDLANDS")	CITY OF REDLANDS MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT ("RUD")
COUNTY OF SAN BERNARDINO ("COUNTY")	SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT ("SBVMWD")
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT ("SBVWCD")	SAN BERNARDINO VALLEY CONSERVATION TRUST ("CONSERVATION TRUST")

RECITALS

This MOU is entered into on the basis of the following facts, understandings, and intentions of the Parties:

A. In 1993, representatives of water, mining, flood control, wildlife and municipalities formed a "Wash Committee" to address local mining issues in the Upper Santa Ana River Wash (the "Wash"). Subsequently, the role of the Wash Committee was expanded to address conflicting proposed land functions in the Wash. The Wash Committee met on an as needed basis with other stakeholders in the areas within the Wash, including representatives from mining communities.

B. In 1997, the Wash Committee began meeting on a regular basis to determine how to accommodate all of the important functions within the Wash. A Policy Action Committee ("PAC") was established that consisted of elected officials from

the County, Highland, Redlands, SBVWCD and the Field Manager from the BLM. A Technical Advisory Committee ("TAC") was formed with representatives of the PAC agencies and other water, mining, flood control and wildlife interests. The SBVWCD chaired and provided staff support for the Wash Committee, PAC and TAC. The TAC studied how the areas within the Wash could best be used, independent of land ownership boundaries.

C. In 2000, the TAC created a conceptual plan for the areas within the Wash designated for specific land uses, which formed the basis for what would become the Upper Santa Ana River Wash Plan ("Wash Plan"). The Wash Plan includes habitat conservation and management measures, in the context of a land use concept plan to harmonize sand and gravel mining, water conservation, and other uses in the Wash. The Wash Plan covers approximately 4,900 acres in southwestern San Bernardino County, approximately one mile downstream of the Seven Oaks Dam and extending approximately six miles westward from Greenspot Road in Highland to Alabama Street in Redlands ("Plan Area"). The Plan Area is generally depicted in Exhibit A hereto. Under the Wash Plan, some land previously designated for mining with high habitat value was proposed for conservation, while other land with lower biological value previously designated for habitat conservation was proposed for mining.

D. The TAC's proposed land uses cross land ownership (three public agencies and two private entities), jurisdictions (Highland, Redlands and the County) and land use designations (open space and agriculture/equestrian in Highland and flood control/construction aggregates conservation/habitat preservation in Redlands). In 2002, a task force (the "Task Force") was formed to create a framework for joint funding and governance of the lands that would become subject to the Wash Plan. The members of the Task Force include: the SBVWCD, the U.S. Department of Interior Bureau of Land Management ("BLM"), County, Highland, Redlands, RUD, EVWD, CEMEX and Robertson's. The Task Force also has advisory members including: the United States Fish and Wildlife Service ("USFWS") and the California Department of Fish and Wildlife ("CDFW"). The SBVWCD is the project manager and provides staff support for the Task Force.

E. In 2008, the SBVWCD adopted the Wash Plan and certified an associated Environmental Impact Report State Clearing House Number 2004051023 ("Wash Plan EIR"). SBVMWD joined the Task Force subsequent to the certification of the Wash Plan EIR, and presently plans to coordinate its regional water management activities with development of additional water spreading and related water conservation facilities within the Wash Plan Area.

F. The Wash Plan anticipates land exchanges, which include: (1) an independent land exchange by separate agreement between San Bernardino County Flood Control District ("SBCFCD") and Robertson's of approximately 40 acres, (2) a land transfer from Robertson's to SBVWCD by separate agreement of approximately 20.2 acres; (3) a second land transfer from Robertson's to SBVWCD under this MOU of approximately 16 acres; (4) a land exchange

between BLM and SBVWCD by separate legislative action, agreement, and federal action; and (5) a land transfer from Redlands to SBVWCD under this MOU. The various land exchanges are depicted in Exhibit B hereto.

G. Although it is outside the scope of this MOU, SBCFCD has also proposed a land dedication to conservation within the Wash Plan Area for SBCFCD projects proposed for coverage under the Upper Santa Ana River Wash Plan Habitat Conservation Plan (the "HCP") (see Recitals I. and L., below). SBCFCD intends to submit a separate application for an incidental take permit based on the HCP, and may enter into a separate MOU with SBVWCD regarding integration of SBCFCD's efforts and the Wash Plan.

H. The land exchange between BLM and SBVWCD will require an amendment to the BLM's South Coast Resource Management Plan ("SCRMP") and the certification of an Environmental Impact Statement ("EIS"). That EIS is currently being prepared, and reviewed by USFWS and BLM. The Plan Area is currently used for a variety of purposes including water conservation and storage activities, flood control, habitat conservation, aggregate mining/mineral extraction, agriculture, roadways and airport operations.

I. The parties wish to undertake new or expanded mining, water conservation, well and water infrastructure, transportation, and trail development activities (generally referred to herein as "Covered Activities;" and more specifically defined in paragraph 3.12 of the Implementing Agreement ("IA") for the HCP, which will be entered into between SBVWCD and USFWS upon completion of the application process) on portions of the Plan Area (generally referred to herein as "Covered Lands" and more specifically defined in paragraph 3.10 of the IA). The terms of the draft IA (excluding the HCP it incorporates) have been negotiated between the SBVWCD and the USFWS, and a copy of that negotiated agreement is attached hereto as Exhibit C. USFWS has advised the Parties that the IA cannot be finally approved by USFWS until an incidental take permit is issued by the USFWS to SBVWCD as Permittee pursuant to Section 10(a)(1)(B) of the ESA for Take of the Listed Species incidental to Covered Activities on Covered Lands (the "Permit"). Once the IA is executed in its final form, that completed IA will be substituted in this Agreement for the draft agreement presently appended as Exhibit C. To the extent any party approves this MOU in consideration of the terms and conditions of the draft of the IA appended as Exhibit C, and the final form of the IA differs in any material aspect, that approving Party may terminate its participation in this MOU pursuant to the provisions of Section 22 below.

J. Because the Covered Activities on Covered Lands may impact certain species that are listed as "endangered" and/or "threatened" under State and Federal Law (generally referred to herein as "Listed Species"), the Covered Activities require an incidental take permit issued by the USFWS pursuant to Section 10(a)(1)(B) of the Endangered Species Act ("ESA"), and may require additional State of California permitting or a consistency determination from the California

Department of Fish and Wildlife ("CDFW"), to avoid or minimize adverse impacts to the Listed Species. The SBVWCD is in the process of obtaining the Permit from the USFWS, and is in discussions with CDFW.

K. In connection with obtaining the Permit, the SBVWCD has developed a series of measures, described in the HCP, to minimize and mitigate to the maximum extent practicable the effects of Take of Listed Species incidental to the Parties' Covered Activities. The HCP identifies Covered Activities, Covered Lands, and provides an allocation of cost and/or mitigation land dedication attributable to each. This allocation permits the parties to implement their Covered Activities over time, and to commit the required mitigation as disturbances from Covered Activities occur, instead of all at once at the outset. USFWS and CDFW have required, however, that the proportion of land devoted to conservation under the Wash Plan stay at all times no less than five percent (5%) ahead of the related amount of disturbance from Covered Activities ("Stay Ahead Mitigation").

L. SBCFCD was originally contemplated to be a part of this MOU, but has subsequently withdrawn. SBCFCD has indicated it will pursue an independent IA and its own incidental take permit under the HCP. Notwithstanding SBCFCD's withdrawal from the MOU, the planning work and overall formulation of the Mitigation Plan and the habitat preservation and management strategies under the Wash Plan HCP have served as the foundation of, and contribute directly to, the contemplated independent IA and permit for SBCFCD. As such, and as contemplated to be memorialized in a separate MOU with SBVWCD, SBCFCD shall contribute its proportionate share of Issuance Costs. .

M. Each of the remaining parties have found and determined that it is in their best interests to join together to implement the Permit, HCP and IA (collectively, the "Project"), to provide an equitable cost-sharing mechanism for the funding of the Project, and to define the projected schedule and scope of work to execute the Project. This MOU is intended to function compatibly with, and in support of, the IA and the HCP and the Permit.

N. In connection with the development of the Wash Plan, the Wash Plan EIR, the HCP, the IA, and this MOU, SBVWCD has incurred and advanced to the Task Force consultant and professional fees, as well as staff time and resources, for the benefit of all parties in addition to the costs originally estimated for securing the Permit ("Issuance Costs"), which costs are reflected in Exhibit "D" hereto

O. Terms used in this Agreement and specifically defined in the Endangered Species Act ("ESA") or in regulations adopted by the USFWS under the ESA have the same meaning as in the ESA and those implementing regulations, unless this MOU expressly provides otherwise.

TERMS & CONDITIONS

SECTION 1: DUTIES OF THE PARTIES

A. Duties of the SBVWCD. The SBVWCD will hold the Permit and be a party to the IA. As such, the parties agree that the duties of the SBVWCD shall include the following:

1. Issuing Certificates of Inclusion ("COI") to the parties in accordance with the Permit, HCP, IA and the procedures and criteria set forth in Section 2 of this MOU and Section 5.2.3 of the IA;

2. Seeking USFWS's approval of any "minor modifications" that may be requested by the parties, in accordance with Section 13.1 of the IA and Sections 2 or 5 of this MOU; provided that all costs of same are borne by the party or parties requesting modifications, including reimbursement of SBVWCD and Conservation Trust costs;

3. Reviewing, and, if appropriate, seeking USFWS approval of, any amendments to the Permit that may be requested by the parties to include lands that are not Initial Covered Lands (as that term is defined in Section 3.17 of the IA) or Additional Covered Lands (as that term is defined in Section 3.3 of the IA) in accordance with Section 13.1 of the IA and Sections 2 or 5 of this MOU (hereafter, lands that are not Initial Covered Lands or Additional Covered Lands are referred to herein as "Uncovered Lands"), provided that all costs of same are borne by the party or parties requesting them, including SBVWCD and Conservation Trust costs;

4. Assisting the Conservation Trust as needed in establishing a non-wasting endowment to finance annual management, monitoring and administration costs (estimated to be approximately $369,329 per year in perpetuity) in accordance with Chapter 7 of the HCP ("Endowment") ;

5. Holding property ownership of transferred lands and effectuating deed restrictions, restrictive covenants or conservation easements to be held for the benefit of the Wash Plan HCP by and through the Conservation Trust or its successor;

6. Effectuating the land exchanges and transfers as referenced in Section 4 of this MOU;

7. Providing the indemnifications consistent with Section 8 of this MOU; and

8. Assuring that, as holder of the Permit, it can implement and enforce the requirements of the Permit for Covered Activities on all Covered Lands, as that term is defined in Section 3.10 of the IA. As part of this assurance, SBVWCD intends to require parties who are issued Certificates of Inclusion to enter into an agreement relating to same and their own conduct of Covered Activities, which agreement will be generally the form attached hereto as Exhibit E.

B. Duties of the Other Parties. The parties are members of the Task Force and desire to perform certain Covered Activities on Covered Lands. As such, the parties agree that the duties of each party (other than the SBVWCD and the Conservation Trust) shall include the following:

1. Applying for and obtaining a Certificate of Inclusion from the SBVWCD prior to commencing any Covered Activity on Covered Lands in accordance with Section 2 of this MOU; and Section 5.2.3 of the IA.

2. Paying to the Conservation Trust or its successor that party's allocated share of the funding for "Jump Start" implementation costs of the HCP for the initial seven (7) year period, Issuance Costs approved by the Task Force, and the allocated proportionate Endowment costs of the funding assigned to the Covered Activity proposed by such party. All such costs shall be paid at the time of or before the disturbances caused by such Covered Activity, toward the Endowment for financing the overall management, monitoring, and administration costs of the HCP and the Permit. The list of Covered Activities, the acreages of impact anticipated for each, and the amount of funding contribution attributable to each Covered Activity are reflected in the schedule attached hereto as Exhibit D;

3. Paying the SBVWCD for the costs it incurs in the initial processing of the party's application for a COI that are not covered by the Issuance Costs paid by the applicant party or proceeds from the Endowment;

4. Effectuating any land transfer under Section 4 of this MOU;

5. Providing the indemnifications consistent with Section 8 of this MOU;

6. Complying with all applicable provisions of the Permit, HCP, IA and federal, state and local laws and regulations, and the provisions of such COI Agreement as may be entered into as a condition to the issuance of the COI, including but not limited to complying with any orders or directives from USFWS in connection with any "Changed Circumstances" (as defined in the "No Surprises" rule at 50 C.F.R. Section 17.3; and section 3.7 of the IA) or any "Unforeseen Circumstances," (as defined in the "No Surprises" rule at 50 C.F.R.; and Section 3.28 of the IA), or Adaptive Management (as provided in Section 5.3 of the HCP and section 11 of the IA) .

7. Responding timely to any notice from the SBVWCD of any proposed amendment or minor modification to the Permit; and

8. To the extent any of the properties identified as Newly Conserved Lands under the HCP are owned or otherwise subject to easement, license, or other possessory interest by a Party proposing a Covered Activity, and such Newly Conserved Land is required to be actively managed under the

terms of the habitat management requirements of the Permit, such party shall, within the time frames specified in Section 4 below, transfer to the SBVWCD all right, title and interest to transfer a full, unencumbered fee interest thereto (except as may have otherwise been permitted in advance in writing by USFWS or CDFW), to allow the SBVWCD or its designee to perform all habitat management actions and strategies required by the Permit.

SECTION 2: CERTIFICATES OF INCLUSION.

A. Purpose of Certificate of Inclusion. Any party who wishes to undertake a Covered Activity on any Covered Lands, and who wishes to do so under the Permit, shall first secure from the SBVWCD a COI as provided in Section 2 hereunder. The purpose of the COI shall be to effectuate the planned phasing of the various Covered Activities encompassed within the Project, identifying the precise activities being proposed as part of the Covered Activity, comparing the scope and anticipated impacts from such activities to those contemplated in the environmental and habitat impact assessments done as part of the HCP and Permit, and assuring that the mitigation preservation and management activities required under the Permit for all proposed activities are funded, in place, and capable of being sustained.

B. Funding Requirements for the Certificate of Inclusion.

1. Jump Start Funding. USFWS has required the Project to commit the total sum of Two Hundred Thirty-One Thousand Dollars ($231,000.00), at the time of the issuance of the Permit, as provided in Section 8.1 of the IA. These initial "Jump Start" funds have been included in the allocated amounts of funding required from the various Covered Activities listed in Exhibit D hereto. At present, the parties anticipate that at the time of Permit issuance enough Covered Activities will be initially funded by the various Parties that the $231,000.00 Jump Start threshold will be met. To the extent this is not the case, however, the parties, and each of them, agree to pay the SBVWCD, for transfer to the Conservation Trust, the proportionate share of such amount as may be required to meet the $231,000.00 Jump Start threshold amount, in the same proportion that the total funding for all of each party's proposed Covered Activities bears to the total funding costs of all Covered Activities. To the extent such contributions to meet the $231,000.00 Jump Start threshold are required; all amounts so paid shall be credited to the first funding requirements otherwise due from the party who paid.

2. Funding for Covered Activities. A party proposing a Covered Activity shall deposit with the Conservation Trust or its successor the full payment of the funding amounts shown on Exhibit D as relating to the proposed Covered Activity, and any amount of Issuance Costs not previously paid by such party, at the time of submitting an application for a COI. The

payment of Issuance Costs shall be paid to and become the property of the SBVWCD All other such payments shall be retained by the Conservation Trust or its successor through the processing of the application for the COI. In the event the COI is granted, the Conservation Trust or its successor shall retain the payment as part of the Endowment. In the event the COI is not granted, the Conservation Trust or its successor shall return the payment to the depositing party, provided that in the event of any appeal or dispute resolution proceedings relating to the SBVWCD's action on the COI, such deposit shall be retained by the Conservation Trust or its successor until final resolution of the appeal or dispute resolution proceeding.

C. Two Tiered Procedure for Issuance of A Certificate of Inclusion.

1. Tier 1 — Initial Consistency Determination.

   a. A party proposing a Covered Activity ("applicant party") listed in the HCP, shall submit to the SBVWCD, in writing, an application for a COI. Such application shall describe in detail the Covered Activity, identify the amount of Impact or "Take" (as defined in Section 3.25 of the IA) being proposed in connection therewith, include specific reference to the HCP and the Project's environmental review and/or habitat impact assessment analyses where the Covered Activity was described and analyzed, identify the mitigation, avoidance and minimization efforts or management requirements applicable to the Covered Activity under the Project, and demonstrate how the mitigation being offered, funded, managed, or otherwise contributed by the applicant party meets the requirements of the Permit, the HCP, and the IA with respect to the proposed Covered Activity. The costs the SBVWCD incurs in making Initial Consistency Determinations shall be funded by the proceeds of the Issuance Costs but not the Endowment.

   b. Within fourteen (14) days of receiving an applicant party's complete application for a COI, the SBVWCD's staff shall make an Initial Consistency Determination, as to whether the proposed Covered Activity is consistent with the Permit, HCP and IA (the "Initial Consistency Determination"), and shall advise USFWS both of the pendency of the application, and its Initial Consistency Determination regarding same.

   c. If the SBVWCD determines the proposed Covered Activity is not consistent (or if the SBVWCD does not have sufficient information to determine whether or not the proposed Covered Activity is consistent), it must notify the applicant party, in writing, of the basis for this determination.

d. Upon receiving notice that the proposed Covered Activity is considered not consistent with the description analyzed in the Permit, HCP and IA, an applicant party may either amend and resubmit its request, or it may request the SBVWCD to pursue a minor modification or amendment to the Permit with the USFWS, as provided hereunder.

2. Tier 2 — Processing the Request for a Certificate of Inclusion

a. If the proposed Covered Activity is determined by SBVWCD to be consistent with the Permit, HCP and IA, the SBVWCD shall proceed with processing the request for the COI. Upon making a positive Initial Consistency Determination, the SBVWCD shall advise the applicant party of the estimated reasonable costs for the processing of the request for the COI, which cost the party shall thereupon deposit with the SBVWCD.

b. The costs of processing a request for a COI shall not be funded by the proceeds of the Endowment. An applicant party must pay the actual reasonable costs of processing its request for a COI. The SBVWCD shall not be obligated to process a request for a COI until the applicant party provides a reasonable deposit sufficient to fund the time, materials, and work of processing the request. Upon receipt of a request for a COI, the SBVWCD shall provide the applicant party an estimate of such reasonable costs and the amount of the requested deposit. SBVWCD may establish a schedule of such costs based upon its reasonable estimates of such costs generally, or its experience over time in administering such requests, in an effort to standardize such initial COI deposit amounts.

c. The SBVWCD's decision to issue a COI to an applicant party shall be reported to the USFWS with documentation that the proposed project is a Covered Activity and has complied with the requirements of the Permit. Consistent with the IA, the USFWS shall have thirty (30) days from the date SBVWCD provides it notice of the application and of SBVWCD's Initial Consistency Determination to review the matter. USFWS comments shall be recommendations only, and shall be directed to the consistency of the Proposed Covered Activity for which the COI is requested with the Permit, the HCP and the Stay Ahead Mitigation requirements of same, and the consistency of the proposed Covered Activity with the description and analysis done in the NEPA and CEQA review. USFWS shall either recommend to concur with the determination to issue the COI, or if it does not concur, specify in writing to SBVWCD and the applicant party: 1) the precise grounds upon which USFWS believes the proposed Covered Activity is

inconsistent with the Permit, IA, or the HCP, and 2) what it proposes be changed in order to process it as a minor modification, or 3) if the matter cannot be processed as a minor modification, the basis for any determination by USFWS why the proposed Covered Activity may only be processed as an amendment to the Permit. Should USFWS not reply in thirty (30) days from the date notice is provided by SBVWCD of the COI application and its Initial Consistency Determination, the SBVWCD may issue the COI consistent with the Permit, IA and HCP.

D. Criteria for Issuance of Certificate of Inclusion.

1. The SBVWCD shall not issue a COI unless a proposed Covered Activity satisfies all of the following criteria:

    a. The proposed Covered Activity is consistent in substance and scope with the Covered Activities described in the Permit, HCP and IA.

    b. The applicant party has provided sufficient mitigation for the proposed Covered Activity's impacts through the payment of its Endowment contribution, Jump Start and Issuance Costs to the Conservation Trust or its successor.

    c. The applicant party has contractually committed to bind itself to comply with all requirements of the Permit, HCP and IA in connection with the implementation, operation, and maintenance of the Covered Activity, through an agreement generally in the form attached hereto as Exhibit E.

    d. The applicant party has contractually committed to implement all avoidance and minimization activities listed in the HCP, which are appropriate for their Covered Activity, or has funded same under a specific agreement with the SBVWCD or Conservation Trust, through an agreement generally in the form attached hereto as Exhibit E.

    e. Looking at the Plan Area as a whole, issuing a COI for the proposed Covered Activity will not render the Plan Area out of compliance with the Stay Ahead Mitigation requirements.

2. It is the applicant party's burden to demonstrate why the Take implicated in the proposed Covered Activity is not greater than the Take that was contemplated in the Permit, HCP and IA. To satisfy this burden, the applicant party shall submit such reasonably required biological reports, species surveys, construction drawings, final environmental documents, and GIS files as have not been already provided, or as may require

updating, if previously provided. All such information shall be provided in formats that are consistent with the existing HCP administrative database.

E. Modification of the Covered Activity. The applicant party may request the SBVWCD to submit a modification request to USFWS for its proposed Covered Activity. As provided in Section 13 of the IA, a minor modification to the HCP may be available for changes that do not adversely affect the impact assessment or conservation strategy described in the HCP, and do not adversely affect the ability of the SBVWCD to achieve the conservation strategy commitments of the HCP. Minor modifications may not change the scope or nature of the Covered Activity. To the extent a minor modification is required for a proposed Covered Activity, such minor modifications must be approved by the USFWS before the issuance of the COI. Upon the determination that a proposed Covered Activity requires a minor modification, SBVWCD shall advise the applicant party of the estimated costs for the processing of the requested minor modification, which cost the applicant party shall thereupon deposit with the SBVWCD.

F. Amendment of the Plan. An amendment is a change in the HCP that may affect the impact analysis or conservation strategy in the HCP. Amendments to the HCP and the Permit follow the same formal review process as the original HCP and Permit, including NEPA/CEQA review, Federal Register notices, and an internal Section 7 consultation with USFWS. A party whose proposed Covered Activity is determined by USFWS to require an amendment to the Permit may opt to request the SBVWCD to pursue the necessary amendment with USFWS. The SBVWCD shall be under no duty or obligation to do so. If the SBVWCD decides to pursue the amendment, it shall first provide written notice to all other parties to this MOU of its determination, which notice shall include all of the following information: 1) the party proposing the Covered Activity giving rise to the need for the amendment; 2) the location, nature, and description of the proposed Covered Activity giving rise to the need for the amendment; 3) the amount of Take implicated in the proposed Covered Activity; and 4) the reason or reasons why the SBVWCD has decided to cooperate with the request of the party proposing the Covered Activity for an amendment to the Permit. Any party receiving such written notice shall have thirty (30) days from the date of the notice by the SBVWCD to object in writing to the pursuit of the amendment to the Permit, and to specify the grounds for such objection. Upon receipt of any objection, the SBVWCD shall initiate Dispute Resolution proceedings pursuant to Sections 7(B) and (C) below, to resolve any dispute, and the party proposing the Covered Activity, the SBVWCD, and any objecting party(ies) shall proceed under such sections to resolve any dispute regarding the proposed amendment. Should the amendment be requested, SBVWCD shall advise the applicant party of the estimated costs for the processing of the requested amendment, which cost the applicant party shall thereupon deposit with the SBVWCD.

G. Party's Responsibility not to Exceed Take. It is the responsibility of a Covered Entity receiving a COI to ensure that its Covered Activities on Covered

Lands do not result in a Take that differs from or exceeds the Take authorized by the Permit. Even if a Covered Entity has been issued a COI, the Covered Entity shall be and remain legally and financially liable for any violation of the Permit, HCP or IA by its own Covered Activities on Covered Lands.

SECTION 3: FUNDING MECHANISMS.

A. SBVWCD/Conservation Trust as Steward of Funds. The parties appoint and empower the Conservation Trust or its successor, under the supervision of the SBVWCD, as the entity authorized in its reasonable discretion to collect, hold, invest, manage, distribute, and apply all funds contributed to the Endowment, and any and all investment or other proceeds that may flow therefrom, in furtherance of the mitigation management and maintenance responsibilities required by the HCP. The Endowment shall be held, managed, invested, and disbursed solely for, and permanently restricted to, the long-term stewardship of the Wash Plan and the Plan Area. The Endowment may be held in a qualified trust and shall be held, managed, invested, disbursed, and governed as consistent with the Uniform Prudent Management of Institutional Funds Act (Part 7 (commencing with Section 18501) of Division 9 of the Probate Code).

B. Management of Funds. The SBVWCD contracts with the Conservation Trust, a 501(c)(3) non-profit public benefit corporation to hold, invest, manage, and distribute, proceeds of the Endowment at the SBVWCD's direction pursuant to any of the following mechanisms:

1. As endowment funds, which shall be segregated into a separate non-wasting endowment fund, and accounted for consistent with standards promulgated by the Governmental Accounting Standards Board, or any successor entity; or

2. The Conservation Trust or successor nonprofit shall invest and manage funding in accordance with the Statement of Investment Policy approved by the SBVWCD Board of Directors.

C. Investment Plan. Within one (1) year of the issuance of the Permit, the SBVWCD shall create, consider, and circulate for review and comment among all Parties, a Statement of Investment Policy governing its dealings with the Endowment

1. Upon approval of the Statement of Investment Policy by its Board of Directors, SBVWCD will circulate written copies of same to all parties, for review and comment. If a party has not provided comment within thirty (30) days of receipt of the Statement of Investment Policy, that party shall be deemed to have approved the Investment Policy. All comments to the Statement of Investment Policy received by SBVWCD shall be circulated to all Parties contributing to the Endowment, with a recommendation by SBVWCD on whether to accept, reject, or modify in whole or part any

revisions suggested by the comment. Each party contributing to the Endowment shall then have thirty (30) days to respond whether it concurs in SBVWCD's recommendation. Failure of a party to indicate whether it concurs in the SBVWCD recommendation within such thirty (30) day period shall be deemed as concurrence. If a majority of the parties contributing to the Endowment do not concur, SBVWCD shall call a meeting of the parties to resolve the matter, and the decision of a majority of the parties shall govern.

2. The Statement of Investment Policy will identify the individuals or entities with authority to direct investment of the funds of the Endowment, the types of investments eligible for investment of the Endowment's funds, the investment strategy for such investment, and the manner in which such investments will be directed to meeting the threshold rates of return needed to sustain the habitat mitigation program costs of the HCP without reducing or imperiling the Endowment's principal.

3. The Statement of Investment Policy shall be reviewed annually by the SBVWCD and Conservation Trust, and may be amended or adjusted as necessary to assure the investment of the funds in the Endowment is meeting applicable criteria on returns to sustain the Project. Significant amendments to the Statement of Investment Policy shall follow the same review and comment procedure for its original adoption in subsection 1, above.

D. Annual Investment Report. The Conservation Trust or its successor nonprofit shall provide all Parties an annual report on the funds in the Endowment. The annual report will include all of the following:

1. The balance of the Endowment at the beginning of the reporting period;

2. The amount of any contribution to the Endowment during the reporting period including, but not limited to, gifts, grants, and contributions received;

3. The net amounts of investment earnings, gains, and losses during the reporting period, including both realized and unrealized amounts;

4. The amounts distributed during the reporting period that accomplish the purpose for which the Endowment was established;

5. The administrative expenses charged to the Endowment from internal or third-party sources during the reporting period;

6. The balance of the Endowment or other fund at the end of the reporting period; and

7. The specific asset allocation percentages of the Endowment, including, but not limited to, cash, fixed income, equities, and alternative investments.

E. Audit. No less frequently than biannually, the SBVWCD shall ensure the Conservation Trust or its successor causes to be performed an independent audit of the Endowment. The results of such audit shall be provided to all Parties. All such audit costs shall be paid from the proceeds of the Endowment fund.

SECTION 4: LAND TRANSFERS.

A. Conservation Land Transferred to the SBVWCD. All land transferred to the SBVWCD for conservation purposes shall be transferred to the SBVWCD in unencumbered fee simple, subject only to title exceptions USFWS and CDFW may have previously agreed to in writing. Any party offering to dedicate land that is anything other than unencumbered fee simple shall bear all costs and responsibility for securing such advance approval of USFWS, CDFW, or both, as may be required to assure consistency with the Permit, HCP and the IA.

B. SBCFCD Land Transfer Although it is outside the scope of this MOU, it is anticipated that prior to the completion of Phase 1 as described in Table S-1 of the HCP, SBCFCD and Robertson's will effectuate the land exchange under a separately approved agreement of approximately 40 acres accruing to the Woolly-Star Preserve Area.

C. SBCFCD Land Dedication. Although it is outside the scope of this MOU, it is anticipated that SBCFCD will dedicate land south of the Santa Ana River depicted on Exhibit B for mitigation of SBCFCD's operations and maintenance and capital projects impacts outside the Plan Area. The anticipated SBCFCD land dedication is described in more detail in Exhibit B-1.

D. Robertson's Transfer to SBVWCD. Not later than 24 months after the approval of the HCP, Robertson's will transfer residual parcels in conservation for Newly Conserved Lands to the SBVWCD. These parcels, totaling approximately 16 acres, are depicted in Exhibit B. Under separate agreement, Robertson's shall, prior to initiation of Phase 2, effectuate the transfer of approximately 20.2 acres Assessor's Parcel Number 0297-05-111 to SBVWCD as indicated in the Cone Camp Lease Amendment of August 2003.

E. Land Exchange Between BLM and SBVWCD. Prior to initiation of Phase 2 as described in Table S-1 of the HCP, BLM and the SBVWCD will effectuate the land exchange shown on Exhibit B, subject to an amendment of the BLM's South Coast Resource Management Plan ("SCRMP") and the certification of an Environmental Impact Statement ("EIS").

F. Land Transfer from Redlands to SBVWCD. Prior to the issuance of the Permit, Redlands will effectuate the land transfer to SBVWCD shown on Exhibit B.

G. Disposal or Transfer of Covered Lands and Mitigation Lands. The Parties shall comply with Sections 12.2 through 12.4 of the IA. Those Sections generally require the approval of USFWS to transfer, convey, divest, or dispose of fee title or any other property interest in Covered Lands. Any and all requirements in those Sections that are applicable to "Covered Entities" (as that term is defined in Section 3.9 of the IA) are hereby incorporated in this MOU as if set forth in full and are applicable to the Parties.

SECTION 5: EXTENDING PERMIT COVERAGE TO ADDITIONAL COVERED LANDS AND UNCOVERED LANDS.

As set forth in Section 12.1 of the IA, Additional Covered Lands (as that term is defined in Section 3.3 of the IA) and Uncovered Lands (as that term is defined herein) are not subject to the Permit unless USFWS approves a minor modification to the HCP (in the case of Additional Covered Lands) or an amendment to the HCP and Permit (in the case of Uncovered Lands).

A. Application to Extend Permit Coverage. A party may request the SBVWCD to seek USFWS's approval to extend the Permit's coverage to include either Additional Covered Lands or Uncovered Lands by submitting to the SBVWCD, in writing, an application for an extension of Permit coverage. Such application shall include all information and documents USFWS will need to process a request for a minor modification to the HCP (if the party seeks to include Additional Covered Lands) or an amendment to the HCP and Permit (if the party seeks to include Uncovered Lands) under Section 13 of the IA. At a minimum, the application shall include all of the information and documents listed in Section 12.1.2 of the IA.

B. Costs of Processing Request to Extend Permit Coverage. Upon determining an application to extend Permit coverage is complete, the SBVWCD shall advise the party of the estimated reasonable costs for the processing of the application, which cost the party shall thereupon deposit with the SBVWCD. The costs of processing an application to extend Permit coverage shall not be funded by the proceeds of the Endowment. A party requesting to extend Permit coverage must pay the actual reasonable costs of processing its request. The SBVWCD shall not be obligated to process a request to extend Permit coverage until the party who made the request provides a reasonable deposit sufficient to fund the time, materials, and work of processing the request.

C. USFWS's Determination of Whether to Extend Permit Coverage. If a party has submitted a complete application to extend Permit coverage and the required deposit, SBVWCD shall request USFWS approve a minor modification to the HCP (if the Party seeks to include Additional Covered Lands) or an amendment

to the HCP and Permit (if the Party seeks to include Uncovered Lands) in accordance with Section 13 of the IA. The parties understand and acknowledge that Permit coverage cannot be extended without USFWS's approval. The parties understand and acknowledge that the SBVWCD does not have the authority to approve or deny such a request.

SECTION 6: ENFORCEMENT.

The SBVWCD may revoke, suspend, or modify any COI issued to any party, if such party is determined based upon substantial evidence to have violated the Permit, IA, or this MOU, or engaged in unauthorized Take, pursuant to the procedures below:

A. Notices of Suspected Violation. If the SBVWCD has reason to believe a Covered Entity or other party has violated the terms of the Permit, the IA, or this MOU, as part of a Covered Activity, or has otherwise engaged in unauthorized Take, it shall notify the Covered Entity or other party in writing ("Notice of Suspected Violation"). Such notice shall specify the nature, extent, and location of the violation, and make reference to the evidence or information upon which the suspected violation is based.

B. Response to Notice. A party receiving a Notice of Suspected Violation shall have ten (10) days to respond thereto in writing. The response shall include such plans, maps, constructions drawings, reports, photographs, surveys, or other materials as may be available and appropriate to document the conditions of the alleged violation arising from the Covered Activity, and if the violation is acknowledged, the reasons therefore, and the party's plan of remedial action to remedy the violation and assure consistency with the Permit and the IA.

C. Resolution of Determination of Violation. If after receipt of the party's Response to a Notice of Suspected Violation the SBVWCD determines there has been no violation, it shall withdraw the Notice of Suspected Violation. If SBVWCD determines that a violation did occur, but is minor and may be corrected in a summary or reasonably expeditious manner without damage to species, habitat, or the ability to administer the HCP, the IA, or the Permit, it shall work with the party, and USFWS and CDFW as may be appropriate, to correct or address the violation. If SBVWCD determines a violation did occur and it is material, SBVWCD may proceed to revoke, suspend, or modify the COI. Any disputes regarding SBVWCD's determination on Notices of Suspected Violation shall be resolved pursuant to Section 7, below.

D. Reporting of Violation. To the extent any violation or suspected violation may threaten noncompliance with the terms of the Permit, or the IA, or otherwise may raise issues of compliance or enforcement under the Federal or California Endangered Species Act, the SBVWCD may report the suspected violation to the USFWS, the CDFW, or both. Nothing in this MOU authorizes or assigns any enforcement authority under such acts to the SBVWCD, however. The Parties

shall comply with any enforcement proceedings or orders made by the USFWS or CDFW arising out of any such suspected violation.

E. Revocation, Suspension or Modification of Certificate of Inclusion. The SBVWCD may revoke, suspend, or modify a previously-issued COI if a documented violation in connection with the Covered Activity results in a Take that exceeds the Stay Ahead Mitigation requirements, or otherwise brings the HCP out of compliance in such a way that degrades the conservation strategy, or threatens any other Covered Activity or the Wash Plan project as a whole.

SECTION 7: DISPUTE RESOLUTION.

A. Informal Dispute Resolution. Unless the parties to a dispute mutually elect another dispute resolution process, all parties shall use the following process to attempt to resolve disputes under this MOU (including, but not limited to, SBVWCD's issuance or non-issuance of a COI, minor modification or amendment application, or revocation, suspension, or modification of a COI:

1. A party shall notify the other party (or parties) of the alleged noncompliance the basis for contending that the noncompliance or violation has occurred, and the remedies the notifying party proposes to correct the alleged noncompliance or violation. The notified party (or parties) shall have 30 days, or such other time as may be agreed to by the parties, to respond. During this time either party may seek clarification of the information provided in the initial notice. Each party shall use all practicable, reasonable efforts to provide any information then available to it that may be responsive to such inquiries.

2. Within 10 days after such response is provided or was due, a representative from each party shall meet and negotiate in good faith toward a solution satisfactory to all parties, or shall establish a mutually acceptable process and timetable to seek such a solution.

3. If after 10 days, any issues cannot be resolved through such negotiations, the parties shall engage in nonbinding mediation or any other mutually acceptable alternative dispute resolution ("ADR") process. The parties shall commence the ADR process within 60 days.

4. The parties shall make a good faith effort to resolve their dispute(s) through the ADR process. If the parties have not resolved the dispute(s) within 30 days of commencing the ADR process, the informal dispute resolution process shall be deemed exhausted.

5. The costs of the ADR process shall be borne equally by all parties to the dispute.

6. The parties may, by mutual agreement, extend any of the deadlines set forth above in this subsection.

B. Formal Dispute Resolution. In the event of any dispute(s) arising out of this MOU, and dispute(s) is not resolved by Informal Dispute Resolution, or all parties to the dispute agree in writing to forego Informal Dispute Resolution, the dispute shall be submitted to binding arbitration, and all parties waive any and all rights which they may have to have such dispute submitted to, and decided by, a jury. Such dispute(s) shall be submitted to binding arbitration in the County of San Bernardino, State of California, before an arbitrator selected by all parties to the dispute. Each party shall simultaneously provide the other(s) in writing a list of three (3) arbitrators acceptable to the party for resolution of the dispute. In the event the parties are unable to agree upon an arbitrator within five (5) business days of the exchange of lists of arbitrator candidates, the matter will be submitted to the nearest local office of JAMS, who shall within three (3) business days thereafter provide the parties with a list of arbitrators numbering one more than the number of parties to the dispute. Each party shall strike one name from the list, and the remaining name shall be the arbitrator who will serve to finally resolve the dispute. Disputes shall be arbitrated according to the arbitration rules the parties may agree to, or in the event the parties cannot agree, under such rules as may be determined by the arbitrator. The decision of the arbitrator will be final and binding, and all parties specifically waive any and all appeal, whether judicial or otherwise, therefrom.

SECTION 8: INDEMNIFICATION.

A. Parties' Mutual Indemnification. Each party shall, to the fullest extent permitted by law, hold harmless all other parties hereto, and each of them, and shall protect, defend, and indemnify all other parties, and each of them, and their respective officers, employees, and agents, from and against any and all claims arising from or in any way connected to: (1) any violation of law by that party, or any act of negligence or willful misconduct by that party relating to the Wash Plan, the Permit, the HCP, the IA or this MOU : (2) any failure by that party in connection with such party's Covered Activity and all actions taken pursuant thereto, to comply with the requirements of the Permit, the HCP, the IA, any COI, and this MOU, specifically including, but not limited to, any Take in violation of, or excess to that allowed by, the Permit; and (3) any negligence or willful misconduct by that party in the planning, maintenance, operation, implementation, or conduct of any Covered Activity.

B. SBVWCD Indemnification re Non-Wasting Endowment. SBVWCD shall indemnify, defend, and hold all other Parties, and each of them, and their respective officers, employees, and agents, harmless for any negligent or willful misconduct by SBVWCD or the Conservation Trust, or the negligence or willful misconduct of its officers, employees, or agents, in the collection, investment, transfer, management, distribution, and application of the Endowment funds.

C. SBVWCD Indemnification re Permit Administration. SBVWCD shall indemnify, defend, and hold all other parties, and each of them, and their respective officers, employees, and agents, harmless for any abuse of discretion

by SBVWCD in: (1) the processing, grant, denial, administration, and enforcement of COIs; (2) administration and enforcement of the Permit and the IA; and (3) administration and implementation of the HCP, including but not limited to the oversight of habitat management activities, implementation of defined mitigation measures or strategies, and response to any Changed Circumstances, Unforeseen Circumstances, or adaptive management issues that may arise thereunder.

D. Comparative Fault. In the event any party is found to be comparatively at fault for any claim, action, or loss, or damage that results from their respective obligations under this MOU, the party(s) found to be at fault shall indemnify the other(s) to the extent of its comparative fault.

SECTION 9: NOTICES.

All notices required to be provided hereunder, except meeting notices, shall be in writing, and either served personally or sent by United States Mail. Meeting notices may be provided by electronic mail correspondence. For these purposes, the addresses for the Parties and Advisory Members are as follows:

As to Cemex Construction Materials Pacific, LLC:
Regional Environmental Manager
CEMEX
P.O. Box 4120
Ontario, CA 91761-1607

As to Robertson's Ready Mix:
Robertson's Ready Mix, Ltd.
Attention: Rich Robertson
P.O. Box 33140
Riverside, CA 92519

As to Highland:
Community Development Director
City of Highland
27215 Base Line
Highland, CA 92346

As to EVWD:
General Manager
East Valley Water District
P.O. Box 3427
San Bernardino, CA 92413

As to Redlands:
Community Development Director
City of Redlands
P.O. Box 3005
Redlands, CA 92373

As to RUD:
Chief of Water Resources
Redlands Utilities Department
P.O. Box 3005
Redlands, CA 92373

As to SBVWCD:
General Manager
San Bernardino Valley
Water SBVWCD
1630 W Redlands Blvd
Redlands, CA 92373

As to San Bernardino County:
Land Use Services Department
Advance Planning Division
County of San Bernardino
385 North Arrowhead Avenue – 3rd Floor
San Bernardino, CA 92415-0182

As to SBVMWD:
Attn: General Manager
San Bernardino Valley
Municipal Water District
330 East Vanderbilt Way
San Bernardino, CA 92408

As to the Conservation Trust:
Attn: Executive Director
San Bernardino Valley
Conservation Trust
1630 W. Redlands Blvd
Redlands, CA 92373

SECTION 10: ENTIRE AGREEMENT.

This MOU contains the entire agreement of the Parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions, and preliminary agreements or understandings, written or oral relating to the parties. No waiver or modification of this MOU shall be binding unless consented to by all parties in writing.

SECTION 11: WAIVER.

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

SECTION 12: COOPERATION: FURTHER ACTS.

All parties agree to use reasonable care and diligence to perform their respective obligations under this MOU. All parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary, appropriate or convenient to carry out the purposes of this MOU.

SECTION 13: GOVERNING LAW.

This MOU shall be governed by and construed under the laws of the State of California.

SECTION 14: ATTORNEYS' FEES.

In the event a party's Covered Activity or other action results in any type of enforcement action by USFWS, CDFW, or other regulatory agency, and such enforcement action involves or implicates SBVWCD or any other party, the party whose Covered Activity or other action gives rise to the enforcement action shall defend, indemnify, and hold harmless SBVWCD, and any such other party. Such indemnification shall include payment of the reasonable costs of legal defense of such action with counsel of the indemnified party's own choosing. In any other action or proceeding involving a dispute between the parties arising out of this MOU, the prevailing party shall be entitled to receive from the other party, reasonable attorneys' fees. The term "attorneys' fees" shall include reasonable costs for investigating the action, conducting discovery, cost of appeal, costs and fees for expert witnesses, and

all other normally allowable costs incurred in such litigation, whether or not such litigation is prosecuted to final judgment. Service of process on any party shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

SECTION 15: NO THIRD PARTY BENEFICIARIES.

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

SECTION 16: CONSTRUCTION: CAPTIONS.

The language of this MOU shall be construed according to its fair meaning, and not for or against any party hereto based on authorship. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this MOU.

SECTION 17: SEVERABILITY.

Each provision of this MOU shall be severable from the whole. If any provision of this Memorandum shall be found contrary to law, it is the intention of all the Parties, and each of them, that the remainder of this MOU shall continue in full force and effect.

SECTION 18: INCORPORATION OF RECITALS.

The Recitals are incorporated herein and made an operative part of this MOU.

SECTION 19: AUTHORITY TO ENTER INTO AGREEMENT.

Each party warrants to all of the others the warranting party has all requisite power and authority to execute and perform this MOU. Each person executing this MOU on behalf of their party warrants that he or she has the legal power, right, and authority to make this MOU and bind his or her respective party, and that in so doing, such party is not thereby in breach of any other contract or agreement.

SECTION 20: COUNTERPARTS.

This MOU may be signed in counterparts, each of which shall constitute an original.

SECTION 21: EFFECTIVE DATE

The Effective Date of this MOU shall be latest of the dates set next to the signatures of the Parties hereto evidencing signature by all the Parties hereto, which latest date shall be inserted into the preamble to this MOU.

SECTION 22: TERMINATION.

A. Any party may voluntarily terminate its participation under the MOU at any time upon delivery of at least 60 days prior all other Parties. Parties who have

received a COI for their Covered Activity are bound by the terms of the COI and any COI Agreement entered into in connection with such issuance for the duration of the Covered Activity or the duration of the Permit. Certificate of Inclusion holders whose Covered Activity extends past the Permit may terminate the COI and their Covered Activity consistent with the terms of the COI, or request the SBVWCD include their Covered Activity in any Permit extension.

B. Upon a party's notification of termination from participation under the MOU, unless such funds were committed to habitat management as part of the Endowment, the party may request the SBVWCD return a portion of that party's advanced payment toward its Covered Activities, provided such return of funds does not adversely affect the ability of the SBVWCD to achieve the conservation strategy commitments of the HCP. This request shall release any "Take" associated with the party's Covered Activities not covered by an issued COI.

C. The termination of any party or parties shall not affect the remaining Parties' obligations under this MOU.

SECTION 23; TERM.

This MOU, the HCP, and the Permit will remain in effect for a period of 30 years from the Effective Date of the original Permit. Notwithstanding the stated term, the parties agree that preservation of any Mitigated Lands subject to a conservation easement shall be permanent.

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the day and year set forth below, the last of which shall be the effective date of this MOU.

Exhibits:
- A Wash Plan Area
- B Land Exchanges Map
- C Implementing Agreement
- D Covered Activities Schedule
- E Template Certificate of Inclusion Agreement

APPROVED AS TO FORM:

_____
Counsel for CEMEX

CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC

_____

APPROVED AS TO FORM:

_____
Counsel for Robertson's Ready Mix, Ltd.

ROBERTSON'S READY MIX, LTD

_____

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO VALLEY WATER SBVWCD

_____
President, Board of Directors

Attest: _____
Secretary of the Board

APPROVED AS TO FORM:

_____
General Counsel

EAST VALLEY WATER DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On December 27, 2017 (Date) before me, Tina Hawkins (Name and Title of Officer), Notary Public

personally appeared Greg Edwards (Name of Signer), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TINA HAWKINS
Commission # 2130366
Notary Public - California
Riverside County
My Comm. Expires Nov 12, 2019

Signature _____
Signature of notary public

Place Notary Seal Above

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Counsel for CEMEX

CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC

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APPROVED AS TO FORM:

_____
Counsel for Robertson's Ready Mix, Ltd.

ROBERTSON'S READY MIX, LTD

_____

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO VALLEY WATER SBVWCD

_____
President, Board of Directors

Attest: _____
Secretary of the Board

APPROVED AS TO FORM:

_____
General Counsel

EAST VALLEY WATER DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

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APPROVED AS TO FORM:

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Counsel for CEMEX

CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC

_____

APPROVED AS TO FORM:

_____
Counsel for Robertson's Ready Mix, Ltd.

ROBERTSON'S READY MIX, LTD

_____

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO VALLEY WATER SBVWCD

_____
President, Board of Directors

Attest: _____
Secretary of the Board

APPROVED AS TO FORM:

_____
General Counsel

EAST VALLEY WATER DISTRICT

Ronald L Coss
_____
President, Board of Directors

Attest: John Mura
_____
Secretary of the Board

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

City Attorney

REDLANDS UTILITIES DEPARTMENT

Mayor

Attest: City Clerk

APPROVED AS TO FORM:

County Counsel

COUNTY OF SAN BERNARDINO

Chairperson, Board of Supervisors

Attest: Clerk of the Board

APPROVED AS TO FORM:

City Attorney

CITY OF REDLANDS

Mayor

Attest: City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF HIGHLAND

[Mayor]

Attest: [City Clerk]

APPROVED AS TO FORM:

General Counsel

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

President, Board of Directors

Attest: Secretary of the Board

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

_____
City Attorney

REDLANDS UTILITIES DEPARTMENT

_____
Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

_____
County Counsel

COUNTY OF SAN BERNARDINO

_____
Chairperson, Board of Supervisors

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

_____
City Attorney

CITY OF REDLANDS

_____
Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF HIGHLAND

_____
[Mayor]

Attest: _____
[City Clerk]

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

_____
City Attorney

REDLANDS UTILITIES DEPARTMENT

_____
Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

_____
County Counsel

COUNTY OF SAN BERNARDINO

_____
Chairperson, Board of Supervisors

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

_____
City Attorney

CITY OF REDLANDS

_____
Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF HIGHLAND

_____
[Mayor]

Attest: _____
[City Clerk]

APPROVED AS TO FORM:

_____
General Counsel

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

_____
President, Board of Directors

Attest: _____
Secretary of the Board

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

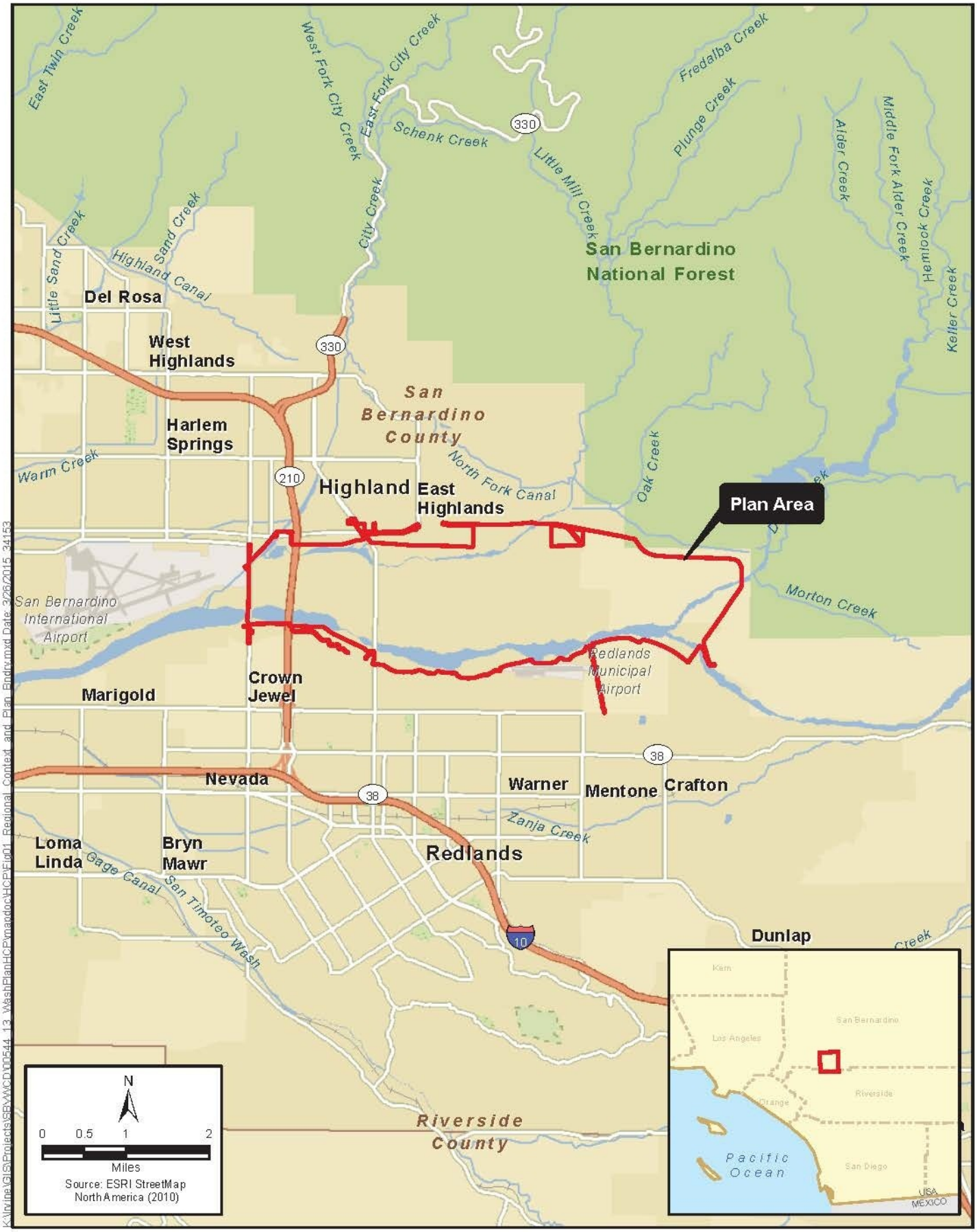
General Counsel

SAN BERNARDINO VALLEY CONSERVATION TRUST

[President, Board of Directors]

[Attest:

[Secretary of the Board]



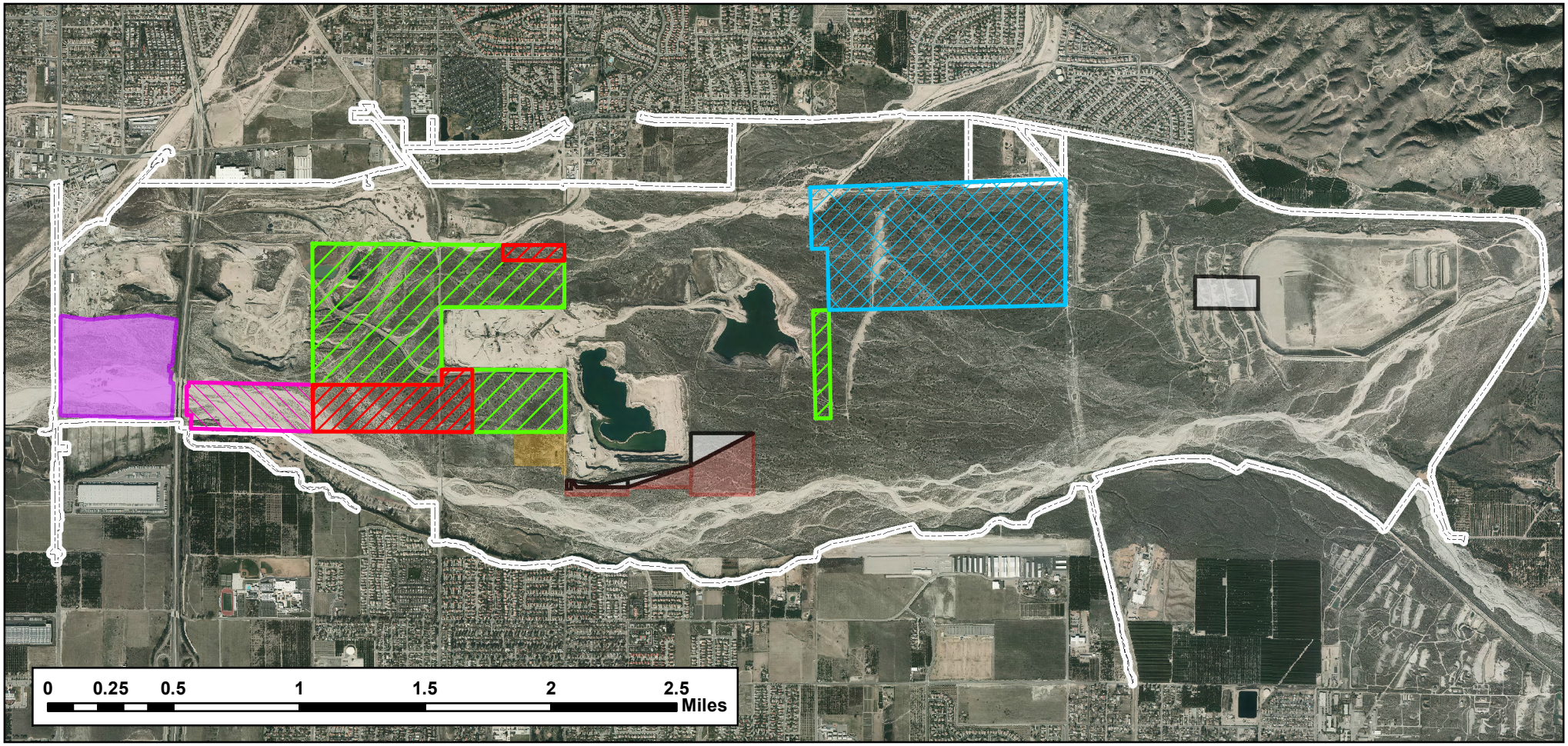
Wash Plan Area
Exhibit A

WASH PLAN MOU EXHIBIT B

Coordinate System:
NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBVWCD GIS
GIS Contact: Katelyn Scholte

April 18, 2016

SBV WATER CONSERVATION DISTRICT
OUR NAME IS OUR MISSION



Legend

- Non-Federal Exchange Parcels
- Federal Equalization Parcels
- Federal Exchange Parcels
- Non-Federal Equalization Parcels
- Transfer from Redlands to SBVWCD
- Transfer from RRM to SBVWCD (TBD)
- Wash Plan Boundary

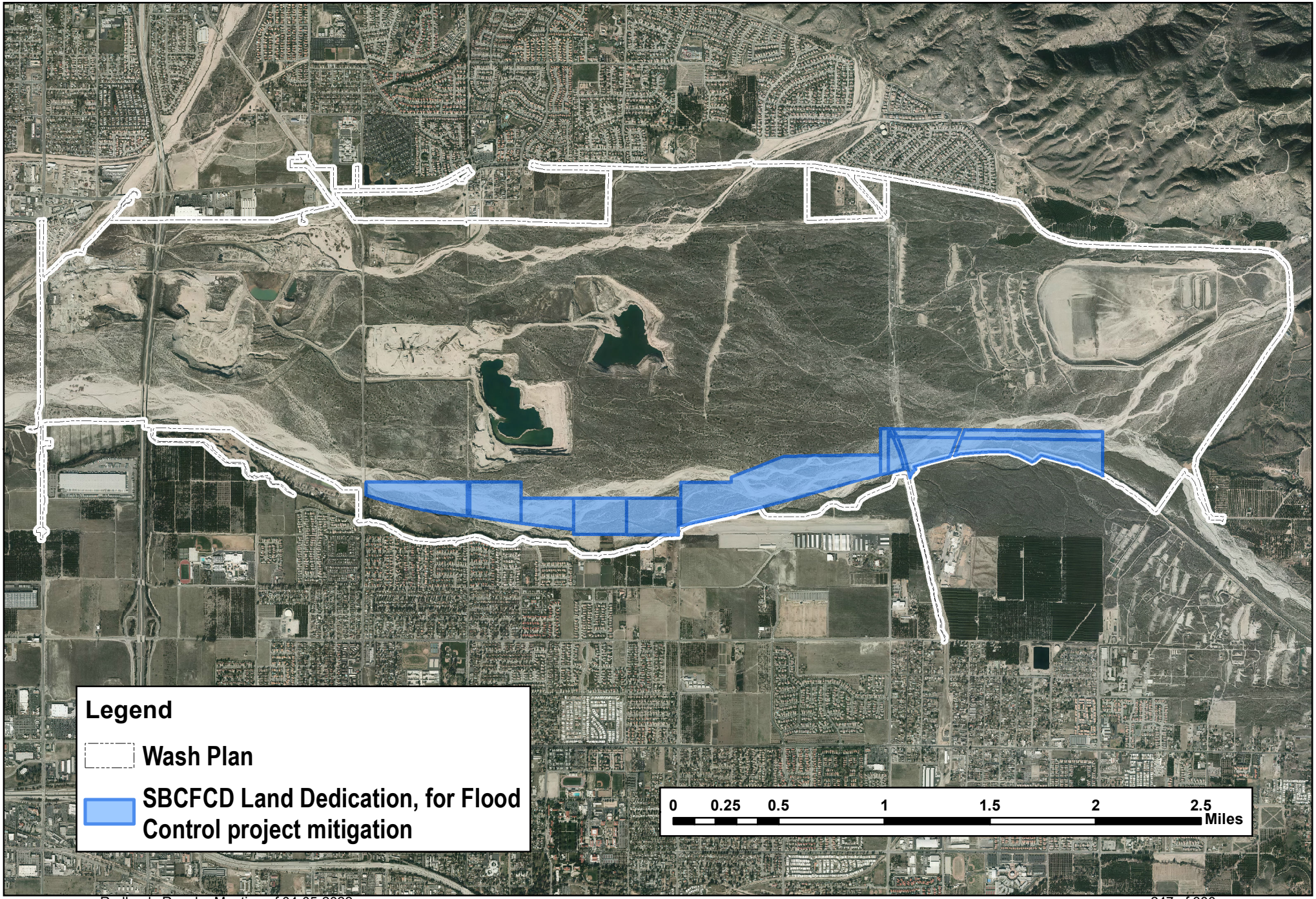
By Seperate Agreement

- Transfer from RRM to SBCFCD
- Transfer from SBCFCD to RRM

WASH PLAN MOU EXHIBIT B-1

Coordinate System:
NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBVWCD GIS
GIS Contact: Katelyn Scholte

July 7, 2016



CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/8/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Program Expenditures (Wash Plan)	101400	6708		$ 64,998.00
Special Program Expenditures (Wash Plan)	501900	6708		$ 2,505.25
			$	$ 67,503.25

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

JUSTIFICATION: Wash Plan conservation trust fund contribution to pay State and Waters permitting fees for the MUED department projects.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 3/8/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: FCS

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Program Expenditures (Wash Plan)	101300	6708		$ 2,596.00
			$	$ 2,596.00

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

JUSTIFICATION: Wash Plan conservation trust fund contribution to pay State and Waters permitting fees for the FCS department projects.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

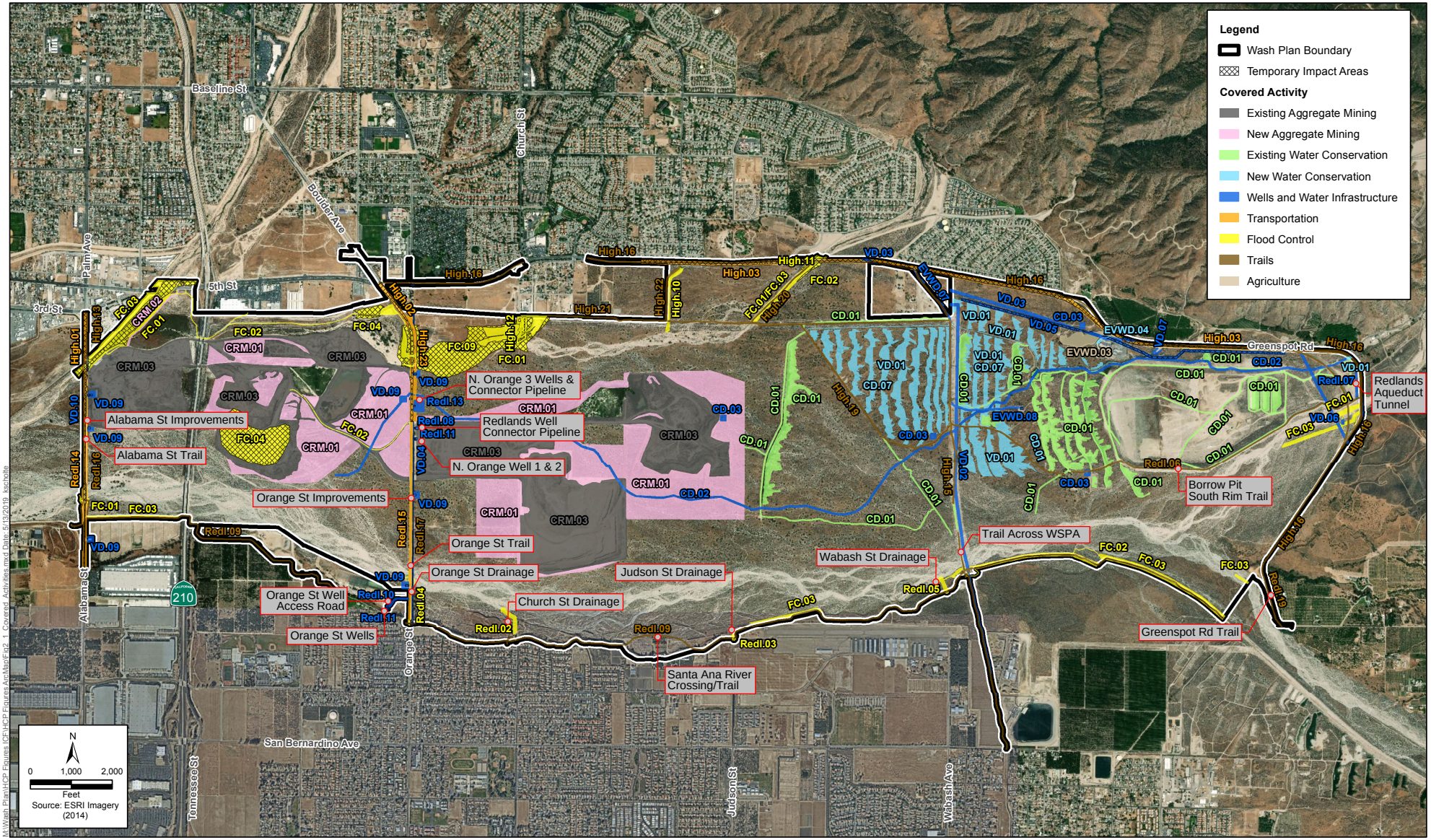
Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk



M:\Wash Plan\HCP Figures ICF\HCP Figures ArcMap\Fig2_1_Covered_Activities.mxd Date: 5/13/2019 kschotte

ICF

San Bernardino Valley Water Conservation District

Figure 2-1
Location of Covered Activities
Wash Plan HCP

WASH PLAN PROJECTS LOCATION MAP

"A City That Works"

City Council/Successor Agency Meeting **I. 22.**

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Reject all bids received for the Orange Blossom Trail Phase 3, Project No. S241001, and direct staff to solicit new bids for the project (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move that the City Council reject all bids received for construction of the Orange Blossom Trail Phase 3 Project, and direct staff to solicit new bids for the project.

RECOMMENDATION:

Staff recommends City Council reject all bids received for construction of the Orange Blossom Trail Phase 3 Project, and direct staff to solicit new bids for the project.

DISCUSSION:

The Orange Blossom Trail Phase 3 (Project) is a portion of the 7.5 mile Orange Blossom Trail within the City of Redlands that will connect the City's east and west terminus to parks and open space areas, including areas surrounding the Santa Ana River, Crafton Hills and San Timoteo Canyon. The first phase of the trail, completed in 2015, is a 1.3 mile segment from Wabash Avenue to Grove Street and the second phase, completed in 2016, is a 1.3 mile segment from Alabama Street to California Street.

In 2013, the City obtained a Transportation Development Act (TDA), Article 3 grant in the amount of $918,722 with a local match of $162,128. The initial design of the project was completed in 2016 by a consultant, Michael Baker International. Due to environmental constraints from permit requirements, the

design has been significantly changed by City engineering staff. The remaining total balance of the TDA grant plus local match requirement, after consultant fees, permit fees, and incidentals, is $946,611.

The Project consists of constructing approximately 1.3 miles of multi-use path along the Mission Channel from the I-10 freeway to Redlands Boulevard and Alabama Street to Tennessee Street. The majority of construction is within San Bernardino County Flood Control District's right-of-way. Staff finalized the plans and specifications and advertised the Project for construction. On February 17, 2022, the City Clerk's office received and opened twelve (12) bids. The bids were reviewed by staff to determine if they were responsive to bid requirements.

BID OPENING REPORT SUMMARY	
BIDDER	**TOTAL BID AMOUNT**
1. Universal Const. & Engineering, San Marcos, CA	*$2,010,030.30
2.Three Peaks Corp., Calimesa, CA	$2,038,777.40
3. Tryco General Engineering, Rimforest, CA	$2,074,706.00
4. Environmental Construction, Inc., Woodland Hills, CA	*$2,148,457.00
5. Philbin Construction Company, Laguna Niguel, CA	*$2,245,629.00
6. Hillcrest Contracting, Corona, CA	*$2,409,467.87
7. Wright Construction Engineering, San Marcos, CA	*$2,512,237.84
8. Riverside Construction Company, Inc., Riverside, CA	$2,916,125.00
9. California Landscape and Design, Palm Desert, CA	*$3,088,547.75
10. Granite Construction Company, Indio, CA	$3,158,324.00
11. PUB Construction, Inc., Diamond Bar, CA **	*$1,628,709.52
12. Jergensen Construction Inc., Oak Hills, CA **	*$2,835,390.81

Note: Total Bid amount includes the Base Bid plus Additive "A", Additive "B", and Additive "C".
*An arithmetic error was discovered in the bid proposal. Total bid amount was corrected but did not affect ranking.
**Bid Withdrawn

The bids received exceed the engineer's construction cost estimate for the Project. The available grant fund for construction is not adequate to award the whole Project as designed. Therefore, staff recommends the rejection of all bids received for the Project, and the solicitation of new bids. If approved, engineering staff will make minor modifications to the Project specifications to optimize the use of available funds before re-advertising.

ALTERNATIVES:

City Council may elect to award the Project to the lowest bidder. However, this alternative is not recommended as the bids are higher than the engineer's estimate and available grant fund. Re-advertising the construction project will optimize the use of available funds for the Project.

STRATEGIC PLAN:

The Project supports the Strategic Plan, Objective D-10: Complete the construction of Orange Blossom Trail Phase 3.

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

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
Goutam K. Dobey, Engineering Manager

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Discussion:

There is no fiscal impact associated with rejecting all bids received.

Attachments

Bid Opening Report

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **17th Day of February 2022 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Orange Blossom Trail Phase 3, Project No. S24100**. 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 Received (1)	Base Bid	Base Bid + Additive Bid "A"	Base Bid + Additive Bid "A" + "B"	Base Bid + Additive Bid "A" + "B" + "C"
1	California Landscape and Design Inc., Upland CA	Yes	Yes	Acknowledged	$1,514,278.00	$1,782,347.50	$2,643,231.50	$2,988,547.75
2	Environmental Construction Inc., Woodland Hills CA	Yes	Yes	Acknowledged	$ 997,493.00	$1,172,953.00	$1,835,474.00	$2,148,457.00
3	Granite Construction Co., Indio CA	Yes	Yes	Acknowledged	$1,499,585.00	$1,802,210.00	$2,726,619.00	$3,158,324.00
4	Hillcrest Contracting, Corona CA	Yes	Yes	Acknowledged	$1,261,863.00	$1,481,847.40	$2,086,292.72	$2,409,467.87
5	Jergensen Construction Inc., Oak Hills CA	Yes	Yes	Acknowledged	$1,450,938.80	$ 196,648.00	$ 836,960.41	$ 352,347.60
6	Philibin Construction Co., Laguna Niguel CA	Yes	Yes	Acknowledged	$1,143,319.00	$1,334,287.00	$1,957,011.00	$2,245,629.00
7	Pub Construction Inc., Diamond Bar CA	Yes	Yes	Acknowledged	$ 632,782.88	$ 835,479.24	$1,327,337.30	$1,628,636.29
8	Riverside Construction Company Inc., Riverside CA	Yes	Yes	Acknowledged	$1,400,365.00	$1,682,009.00	$2,513,772.50	$2,916,125.00
9	Three Peaks Corp., Calimesa CA	Yes	Yes	Acknowledged	$ 932,539.00	$1,127,497.00	$1,737,416.90	$2,038,777.40
10	Tryco General Engineering Rimforest CA	Yes	Yes	Acknowledged	$ 899,497.00	$1,161,869.00	$1,701,389.00	$2,074,106.00
11	Universal Construction & Engineering, Palm Desert CA	Yes	Yes	Acknowledged	$ 916,118.25	$1,161,037.55	$1,691,511.07	$2,010,165.07
12	Wright Construction Engineering Corp., San Marcos CA	Yes	Yes	Acknowledged	$1,173,745.00	$1,468,035.00	$2,132,474.09	$2,511,697.34

ALL BIDS LISTED ALPHABETICALLY

Jeanne Donaldson, City Clerk
City of Redlands, California

emailed: Councilmembers, City Manager, City Treasurer, PIO Press
Department Head: John Harris
Staff: Gerard Nepomuceno; Goutam Dobey

"A City That Works"

City Council/Successor Agency Meeting **I. 23.**

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement and Release Agreement - S.B.C.W. Consulting, Inc.; San Bernardino County Superior Court Case No. CIVDS2015309 (City Attorney McHugh)

DISCUSSION:

Attached is a copy of the "Settlement Agreement and Release," which reflects the terms and conditions for settlement of the above mentioned litigation as authorized by the City Council. In accordance with the City's Municipal Code, and following the spirit of the Brown Act, this matter is on your agenda to notify the public of the settlement negotiated by the City. The lawsuit was settled for the amount of $15,000.

SUBMITTED BY:
Jimmy Nguyen, Administrative Analyst

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager

Attachments

Settlement and Release Agreement

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into this _____ day of March, 2022 ("Effective Date") between S.B.C.W. Consulting, Inc., a California corporation ("SBCW") and the City of Redlands, a California general law city ("City"). SBCW and City are sometime individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on July 22, 2020, SBCW filed a complaint against City in California Superior Court, San Bernardino County, as Case No. CIVDS2015309 titled *S.B.C.W. Consulting, Inc., a California corporation v. City of Redlands* ("Action"); and

WHEREAS, having agreed to compromise, settle and discharge all claims, controversies, demands, and actions, or causes of action, which SBCW may have or claim to have against City, (including, without limitation, those claims made in the Action), the Parties to this Agreement now desire to memorialize that agreement in this final form;

NOW, THEREFORE, IN CONSIDERATION of the promises, covenants and agreements herein contained, the Parties agree as follows:

1. In exchange for the promises and releases contained herein, City agrees to pay the following in full settlement of any and all of SBCW's claims as set forth in the Action ("Settlement Payment"):

> Fifteen thousand dollars ($15,000), shall be paid by check made out to "S.B.C.W. Consulting, Inc." The Settlement Payment will be made within thirty (30) days of this Agreement being fully executed and City's receipt of SBCW's form W-9.

2. Concurrently with the execution of this Agreement, SBCW shall execute such documents and perform such acts as are necessary to withdraw and/or dismiss with prejudice the Action and any other charges or complaints filed with any state or federal agency or court against City, as well as all agents, officers, directors, shareholders, employees, representatives, affiliated companies, sister companies, parent companies, contractors, and all persons acting by, through, under, or in concert with any of them. SBCW shall file and serve a dismissal, with prejudice, of the entirety of the Action within five (5) days of receiving the Settlement Payment.

3. In exchange for the promises contained herein, SBCW, and its successors and assigns, hereby irrevocably and unconditionally releases, acquits and forever discharges City, as well as all of City's current or former elected and appointed officials, officers, employees, and agents, and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns (collectively, "Releasees"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses

(including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, raised or related to the Action.

4. It is understood and agreed that this is a full, complete and final general release of any and all claims described as aforesaid, and that it shall apply to all unknown, unanticipated, unsuspected and undisclosed claims, demands, liabilities, actions or causes of action, in law, equity, or otherwise, as well as those which are now known, anticipated, suspected, or disclosed as of the date of the execution of this Agreement.

5. SBCW hereby acknowledges that it has been fully advised by its attorneys of the contents of Section 1542 of the Civil Code of the State of California. Section 1542 reads as follows:

> Section 1542. (General Release.) A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

SBCW, being aware of said code section, hereby expressly waives and relinquishes all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction with respect to the releases granted in this Agreement.

6. SBCW agrees, represents and warrants it shall have sole responsibility for the satisfaction of any and all taxes, liens or assignments in law or equity, or otherwise, that may exist with respect to any payment by City pursuant to this Agreement, and that it will fully satisfy all taxes, liens, and assignments upon receipt of the settlement payments. SBCW further agrees to indemnify Releasees for, and hold Releasees harmless from, any taxes, penalties, or interest paid by them as a result of any receiving party's failure to pay taxes, and to reimburse Releasees for any attorneys' fees or costs incurred in defending any claim that Releasees wrongfully failed to withhold any moneys from the amount paid pursuant to this Agreement.

7. Except as explicitly provided herein, SBCW and City will each respectively bear their own costs, expenses, and attorneys' fees, whether taxable or otherwise, incurred in or arising out of or in any way related to the matters released herein.

8. It is understood and agreed that this is a compromise settlement of disputed claims and that the promises and payment in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by any Party or the Releasees to SBCW, or to any other person whomsoever.

9. The Parties represent and acknowledge that in executing this Agreement, they do not rely upon, and have not relied upon, any representation or statement not set forth herein with regard to the subject matter, basis or effect of this Agreement or otherwise.

10. This Agreement contains the entire agreement between the Parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. The terms of this Agreement are contractual and not a mere recital.

11. This Agreement shall bind the successors and assigns of each Party, and inure to the benefit of each Party's, and the Releasees, agents, directors, officers, employees, servants, successors and assigns.

12. SBCW hereby warrants and represents that it has not transferred or assigned, or attempted to transfer or assign, any of the claims released hereunder.

13. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California as applied to contracts made and to be performed entirely within California. The provisions of this Agreement are severable, and if any of its provisions are found to be unenforceable, the remaining provisions shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangements contained herein.

14. This Agreement may be executed in any number of counterparts and the acceptance of either Party to the terms hereof may be evidenced by the fax or email transmission of a Party's signature.

15. If any action at law or equity is brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover all costs and attorneys' fees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of its Effective date.

CITY OF REDLANDS

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

S.B.C.W. CONSULTING, INC.

Name, Title

H. Troy Fackrell
President

L:\ca\djm\Agreements\SBCW Settlement Agreement 3.2.22.DOCX

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Presentation by Accelerate Neighborhood Climate Action on the work the organization is doing within the City of Redlands in relation to the effects of climate change (Mayor Pro Tem Tejeda)

DISCUSSION:

For this evening's City Council meeting, Linda Hamilton, of Accelerate Neighborhood Climate Action, will be presenting on the work the organization is doing within the City of Redlands in relation to the effects of climate change.

Attachments

PowerPoint Slide Deck



Accelerate Neighborhood Climate Action (ANCA)

Building resilient communities neighborhood-by-neighborhood

Climate Action Speakers Series

March 2022

By Linda Hamilton
Redlands Coordinator



Climate Change is the Most Serious Threat Facing Humanity

- We are almost 2 years into the critical decade. This means reducing carbon emissions by half to keep global temperatures below 2C.
- We are dangerously close to several major tipping points that could rapidly accelerate climate change.
- The coming decades will require major changes in the way we live.
- Action is needed at all levels of our society.

Who is ANCA?

- ANCA is a nonprofit 501(c)(3) organization created in Denver, CO in 2017. Now includes more than 20 neighborhoods in Denver and Boulder.
- Our mission is to build more climate resilient communities by bringing climate action to the neighborhood level.
- Started in Redlands 8 months ago by several people familiar with the Denver program.
- Guided by a local steering committee and works closely with the University of Redlands Environmental Studies Department, Esri, and other local climate-concerned organizations.



Why Neighborhoods?

- ❑ Neighborhoods are where everyone can be involved.
- ❑ Neighborhoods are where individual actions can become collective action.
- ❑ Neighborhoods are where everyone, working together, can make a difference.
- ❑ Neighborhoods are natural places to address issues like conserving water, safeguarding against intense heat, and getting ready for major disasters.



The ANCA Program

- Launched in March with a five-week Climate Action Speakers Series on local impacts of climate change
- Facilitated planning events in neighborhoods beginning this spring.
- Continued monthly “how-to” workshops involving many local organizations.

Resilient Communities Have . . .



Cooling strategies for all income levels, including white roofs, well-insulated homes, cooling centers, and tree canopies



Reduced their carbon footprints by transitioning to renewable energy and eliminating other sources of carbon emissions.



A strong local food system from grower to buyer.

Resilient Communities Have . . .



A sustainable water system where everyone conserves and uses water wisely.



A thriving localized economy that works for everyone.



A low carbon transportation system.

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report from Chairman Ryan Johnson representing the Parks and Recreation Advisory Commission (Assistant City Manager Boatman)

DISCUSSION:

For this evening's City Council Meeting, Chairman Ryan Johnson will be presenting the Parks and Recreation Advisory Commission's Annual Report.

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report from Commissioner Kelly McGrail representing the Cultural Arts Commission (Assistant City Manager Boatman)

DISCUSSION:

For this evening's City Council Meeting, Commissioner Kelly McGrail will be presenting the Cultural Arts Commission's Annual Report.

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the City Clerk's compensation and consideration of Resolution No. 8327 (Council Member Gallagher)

MOTION(S):

If the City Council concurs with Council Member Gallagher's recommendation, the following motion is provided:

I move to approve Resolution No. 8327.

RECOMMENDATION:

It is recommended by Council Member Gallagher to increase the City Clerk's compensation.

DISCUSSION:

In accordance with Government Code Section 36517, the City Clerk's compensation (salary and benefits) is set by Resolution of the City Council. The City Council may change the City Clerk's compensation through the adoption of new Resolution approved by a majority vote of the Council. It is at the Council's discretion to set the City Clerk's compensation as there are no particular state law procedures that can be followed. Resolution No. 7486, adopted in 2015, is the most current Resolution setting forth the City Clerk's salary at $72,000 per year or $6,000 per month plus benefits.

For comparison purposes, staff did conduct a salary survey for the position of City Clerk, however it is difficult to find an "apples to apples" comparison given that not all City Clerks are elected. Many General Law cities have appointed City Clerks who act as Department Heads. Further, we found a varying degree of responsibilities and duties for an elected City Clerk.

The following list includes the monthly salary of surrounding general law cities with elected City Clerks that were identified by staff.

City of Rialto - $1440.71 per month
City of Colton - $370 per month
City of Fontana - $1,000 per month plus $300 car allowance
City of Rancho Cucamonga – Salary range of $9,016 - $13,505 per month (NOTE: This position requires significant qualifications and acts as a Department Head with)

Lastly, since it is at the discretion of the City Council to set forth the compensation of the City Clerk, the Council may consider looking at internal equity with other positions within the City that have similar responsibilities. Should the City Council consider this option, staff finds there is potential for an increase up to $85,454 per year or $7,121 per month. Should the City Council wish to move forward in adjusting the compensation of the City Clerk, staff has prepared Resolution No. 8327 increasing the compensation of the City Clerk to $85,454 per year or $7,121 per month effective April 18, 2022, which is the first day of the next pay period following adoption of the Resolution if it were to be adopted this evening. Other benefits would remain unchanged.

ALTERNATIVES:

The Council could reject the proposed Resolution or set the compensation at a lower amount.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Council Member Gallagher

Fiscal Impact

Discussion:
The proposed Resolution if adopted would increase the City Clerk's salary by $13,454 per year. The General Fund impact to the current Fiscal Year is approximately $3,107, which can be absorbed in the current year.

Attachments

Resolution No. 8327
Resolution No. 7486

RESOLUTION NO. 8327

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING COMPENSATION FOR THE ELECTIVE OFFICE OF THE CITY CLERK AND RESCINDING RESOLUTION NO.7486

WHEREAS, Government Code Section 36517 provides that the compensation for the elective office of the City Clerk shall be fixed by ordinance or resolution; and

WHEREAS, by the adoption of this resolution, it is the desire of this City Council to establish the salary and benefits approved for the elective office of the City Clerk as of April 18, 2022;

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

Section 1. The annual salary for the elective office of the City Clerk is Eighty-Five Thousand Four Hundred Fifty-Four Dollars ($85,454). In addition to such salary, the City Clerk shall receive the following City-paid benefits:

A. Life insurance in the amount of Twenty Five Thousand Dollars ($25,000).
B. Contribution of $900 per month towards medical, city paid dental, or at the election of the City Clerk, a stipend of Three Hundred Fifty Dollars ($350) per month.
C. Contribution to deferred compensation in the amount of One Thousand Eight Hundred Forty-Five Dollars ($1,845) per year.
D. Optional participation in a 457 plan.

Section 2. Notwithstanding the annual salary and benefits established by this Resolution for the elective office of the City Clerk, in the event a majority of the City's Department Directors participates in a City-established salary reduction, furlough, or other similar plan to achieve a specific amount of cost savings, the City Clerk shall also be obligated to achieve similar savings through reductions in the City Clerk's compensation.

Section 3. Resolution No. 7486 is hereby rescinded.

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

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 7486

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING COMPENSATION FOR THE ELECTIVE OFFICE OF THE CITY CLERK AND RESCINDING RESOLUTION NO. 7133

WHEREAS, Government Code Section 36517 provides that the compensation for the elective office of the City Clerk shall be fixed by ordinance or resolution; and

WHEREAS, by the adoption of this resolution, it is the desire of this City Council to establish the salary and benefits approved for the elective office of the City Clerk as of March 1, 2015;

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

Section 1. The annual salary for the elective office of the City Clerk is Seventy Two Thousand Dollars ($72,000). In addition to such salary, the City Clerk shall receive the following City-paid benefits:

A. Life insurance in the amount of Twenty Five Thousand Dollars ($25,000).
B. Contribution of One Thousand Twenty Five ($1,025) per month for medical, dental and vision care under the City's Post Employment Health Plan defined by Resolution No. 7015, or at the election of the City Clerk, a stipend of Three Hundred Fifty Dollars ($350) per month.
C. Contribution to deferred compensation in the amount of One Thousand Eight Hundred Forty-Five Dollars ($1,845) per year.
D. Optional participation in a 401(a) plan or 457 plan.

Section 2. Notwithstanding the annual salary and benefits established by this Resolution for the elective office of the City Clerk, in the event a majority of the City's Department Directors participates in a City-established salary reduction, furlough, or other similar plan to achieve a specific amount of cost savings, the City Clerk shall also be obligated to achieve similar savings through reductions in the City Clerk's compensation.

Section 3. Resolution No. 7133 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 17th day of February, 2015.

Paul W. Foster, Mayor

ATTEST:

Sam Irwin, City Clerk

I:\cclerk\Resolutions\Res 7400-7499\7486 City Clerk Compensation.docx

I, Sam Irwin, City Clerk of Redlands, hereby certify that the foregoing Resolution No. 7486 was duly adopted by the City Council at a regular meeting thereof, held on the 17th day of February, 2015, by the following vote:

AYES: Councilmembers Harrison, Gilbreath, Barich, James; Mayor Foster
NOES: None
ABSENT: None
ABSTAIN: None

Sam Irwin, City Clerk

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with Lenslock, Inc. in the amount of $478,065 for body worn camera equipment and online services; approve an additional appropriation of $370,250 from the General Fund's unassigned fund balance (Police Chief Catren)

MOTION(S):

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

1. I move to approve an Agreement with Lenslock, Inc. for body worn camera equipment and online services in the amount of $478,065.

2. I further move that the City Council approve an additional appropriation of $370,250 from the General Fund's unassigned fund balance.

RECOMMENDATION:

Staff recommends City Council approve an Agreement with Lenslock, Inc. for body worn camera equipment and online services in the amount of $478,065 and approve an additional appropriation of $370,250 from the General Fund's unassigned fund balance.

DISCUSSION:

Body-worn cameras (BWC) provide officers with a reliable and compact tool to systematically and automatically record their field observations and encounters. They can be used to document interactions with victims, witnesses, and others during police-public encounters; arrests; and critical incidents. The Redlands City Council approved funding for body worn cameras for police department personnel in the FY 21/22 budget.

After examining the products and services of multiple BWC providers, staff

identified LensLock of Poway, California as the best suited to its needs. LensLock provides BWC services to law enforcement agencies in California, Nevada, Colorado, Utah, and Georgia. Founded in 2016 and led by technology innovators, LensLock has demonstrated that their products meet the goals and objectives that the Redlands Police Department has identified for its BWC system. Specifically, LensLock is the only company that provides a free, unlimited redaction service and integration with the department's existing CAD/RMS. This service is the reason we seek procurement by sole source purchase pursuant to RMC 2.16.010. The proposal is to acquire 102 BWC units for our field personnel. The acquisition includes the supporting hardware, software, implementation, training, unlimited data plan, and software and database maintenance during the five-year service plan.

The department will enter into an Agreement for the hardware, software, accessories and service provided by LensLock Inc. for a total cost of $478,065.

ALTERNATIVES:

Do not accept the agreement with Lenslock, Inc. for body worn camera equipment and online services in the amount of $478,065 and do not approve an additional appropriation of $370,250 from the General Fund's unassigned fund balance.

STRATEGIC PLAN:

Not applicable

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

PREPARED BY:
Sean Flynn, Sergeant

Fiscal Impact

Fiscal Year: FY 2021-22

Revenue Generating: N
Appropriation Required Y/N: Y
Amount: $478,065.00
Budgeted Y/N: Y
Account No.: 101202 8706
Discussion:
The total cost of the BWC system is $478,065.00, $107,815 of which has already been included in the department's budget for FY 2021/22. Because of the structure of the agreement, staff is recommending an additional appropriation of the remaining amount, $370,250, from the General Fund's unassigned fund balance. The unassigned fund balance in the General Fund is projected to be $13.5 million at June 30, 2022.

Attachments

Sole Source Request Form
Additional Appropriation Form
LensLock Body Cam 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: 12/20/21

TO: Purchasing Division

FROM: Sgt. Sean Flynn

Purchase Requisition # _____

Estimated Total Cost: $ 478,065.00

Proposed Vendor: LensLock

Request Term: 5 Years

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

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

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

LensLock is the only organization that provides the following services in a single offering.
As part of their service, LensLock creates a mobile application and desktop software application, and unlimited outsourced redaction services uniquely based on specific client needs.
The following features combined make a sole source offering:
- LensLock Video Services: All Inclusive Cameras, mounts, replacements, and unlimited data storage.
- LensLock Cloud Services: Microsoft Azure (Government Cloud) Data Storage

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*:**

The department solicited competitive bids from two other vendors, but neither was able to provi

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.

Chief Catren Deputy Chief Reiss Sergeant Flynn

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

The department could obtain bids from other companies that provide BWC services, however, none of the other providers offer unlimited cloud storage, CAD/RMS integration and redaction services.

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

Sean Flynn Digitally signed by Sean Flynn DN: cn=Sean Flynn, o, ou=Police, email=sflynn@redlandspolice.org, c=US Date: 2021.12.20 14:58:30 -08'00' 12/20/2021

Prepared by Date

Chris Catren 12/21/2021

Department Director Date

Purchasing Approvals

_____

Purchasing Agent Approval Date

_____

City Manager Approval Date

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 03/23/2022

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
All Other Equipment	101202	7901		370,250.00
				$ 370,250.00 -

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

JUSTIFICATION: Body Worn Cameras -- difference from budgeted 5 year lease to one-lump sum payment.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

AGREEMENT BY AND BETWEEN LENSLOCK, INC. AND THE CITY OF REDLANDS FOR BODY WORN CAMERA EQUIPMENT AND ONLINE SERVICES

This agreement for the provision of body worn camera equipment and online services is made and enter into this 5th day of April, 2022, by and between the City of Redlands, a general law city ("City") and LensLock, Inc., a California corporation ("LensLock"). City and LensLock are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and LensLock agree as follows:

EQUIPMENT AND ONLINE SERVICES

1. Equipment. LensLock hereby agrees to provide to City certain body worn camera equipment ("Equipment") and associated services ("Online Platform Services") as described in Exhibit "A," titled "Proposal," which is attached hereto and incorporated herein by this reference. All Equipment is supplied to City pursuant to this agreement for body worn camera equipment and online services ("Agreement"), and LensLock agrees to train, support, and instruct City in the proper use of the Equipment. City understands that all LensLock Equipment described on Exhibit "A" is included, and that title to and ownership of the Equipment shall transfer to and vest in City at the end of the term of this Agreement.

2. Shipping. Deliveries of the Equipment, title, and risk of loss are assumed by, and at the sole cost and expense of LensLock. Title to any software provided with the Equipment remains with LensLock and/or its suppliers. Any claims by City for shortages or damages suffered in transit must be submitted directly to the carrier. All shipping dates are approximate, and not guaranteed. LensLock reserves the right to make partial shipments.

3. Intellectual Property. As between the Parties, all hardware, services, and software provided by LensLock, including the Online Platform Services, are the intellectual property of LensLock and its licensors, and any unauthorized use of the same, including the creation of any derivative works by City or any third party, is strictly prohibited and in violation of Federal Copyright Laws, Title 17 of the United States Code. Pursuant to the terms of this Agreement, LensLock grants to City the limited, non-exclusive, non-transferable, limited right to access the Online Platform Services during the term of this Agreement, for purposes of access and use of the videos and audios produced by the Equipment and in compliance with this Agreement and applicable documentation. Conversely, it is understood that LensLock has limited access to all City video files for internal testing and quality control assurance purposes.

4. System Operation and Limitations. The Equipment is connected to a digital recorder computer, and City shall not use the computer for any other purpose. City shall be permitted to access and make changes to the system's operation through the LensLock Online Platform Services. Depending on the data storage option selected, LensLock shall store data received from City's Equipment for the agreed upon location. LensLock shall have no liability for data corruption or inability to retrieve data. LensLock shall endeavor to release City's data only to City, upon City's written authorization, or by legal process. Telephone or internet access is not provided by LensLock, and LensLock has no responsibility for such access or IP address service. LensLock is not responsible for the security or privacy of any wireless network system or router or like equipment, and the foregoing are the City's responsibility, including but not limited to securing access to the Equipment with pass codes and lock outs. LensLock shall have no liability for unauthorized access to the system through the internet or other communication networks, data corruption, or loss for any reason whatsoever.

5. LensLock Online Platform Services. Upon receipt of a video verified event, the Equipment is designed to activate the Online Platform Services, upon which LensLock, or its designee central office, shall record and store the images and feeds from the Equipment if such Equipment and Online Platform Services have been configured properly. City acknowledges that signals transmitted from City's Equipment to the Online Platform Services are not monitored by personnel of LensLock or LensLock's designee central office, and LensLock does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. City acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of LensLock and are not maintained by LensLock, and LensLock shall not be responsible for any failure which prevents transmission signals from reaching the central office monitoring center or damages arising

therefrom, or for data corruption, theft or viruses to City's computers if connected to the communication Equipment. City authorizes LensLock to access City's accounts to input or delete data and programming in connection with the Online Platform Services. LensLock may, without prior notice, suspend or terminate its services, in LensLock's sole discretion, in event of City's default in performance of this Agreement, in the event central station facility or communication network is nonoperational, or in the event City's system is malfunctioning. LensLock is authorized to record and maintain audio and video transmissions, data and communications, and shall comply with local law requirements. LensLock may, but is not required to, update the Online Platform Services and any software in the Equipment that is capable of Over the Air ("OTA") updates. All updates to the foregoing are subject to the same terms and conditions as set forth in this Agreement. City hereby grants LensLock a non-transferable, royalty-free license to use the data collected and stored within the Online Platform Services solely for City's benefit and LensLock's internal purposes; provided that LensLock may use and disclose such data if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to LensLock and using commercially reasonable efforts to provide City with the opportunity to seek a protective order or the equivalent (at City's expense). The Parties agree to comply with the user terms and conditions set forth within the Online Platform Services and Privacy Policy therein.

6. Performance Warranty. The sole and exclusive performance warranties offered by LensLock for the Equipment and Online Platform Services are expressly set forth in Exhibit "B," titled "Performance Warranty," which is attached hereto and incorporated herein by this reference. Any Equipment that fails to conform to its Performance Warranty as confirmed by LensLock is referred to herein as "Defective Equipment." The Performance Warranty shall survive the termination and expiration of the Warranty Period (as described in Exhibit "B") only with respect to any valid claim made by City by written notice to LensLock prior to termination or expiration of such Warranty Period.

7. System Testing. The Parties agree that the Equipment, once installed, is in the exclusive possession and control of City, and it is City's sole responsibility to test the operation of the system and to notify LensLock if any Equipment needs repair. City agrees to test and inspect the Equipment upon completion of installation and periodically thereafter, and to advise LensLock in writing, promptly after installation, of any defect, error or omission in the Equipment or accessing the Online Platform Services.

8. Delete Data. Upon termination of this Agreement, LensLock shall be permitted to remotely delete programming, and LensLock shall not be required to service the Equipment, and shall cease processing Online Platform Services. Unless otherwise paid for by City under the terms of this Agreement, LensLock shall not be obligated to hold any City video or audio stored on the Online Platform Services longer than ninety (90) days past the termination of this Agreement.

9. Data Ownership. LensLock hereby assigns without any requirement of further consideration all right, title, and interest LensLock may have to the City'sdData, including any original, redacted version, and all metadata associated with City data with all rights to the same. LensLock agrees that the ownership of the data always belongs to City, including all associated CAD integrated metadata. LensLock shall not make use of City data for any commercial purpose, whether to the benefit of LensLock or a third party, unless approved in advance by City in writing. LensLock may, from time-to-time, review City data in order to professionally inspect video and audio quality of City data. This quality control process is performed by LensLock CJIS Level IV trained and certified personnel. LensLock inspection details will appear in all audit reports in compliance with CJIS.

10. Court Order. LensLock shall seal any and all video records when ordered sealed by the Court.

GENERAL

11. Governmental Entities. City represents and warrants to LensLock that: (a) City is duly authorized by law to execute and deliver this Agreement and to carry out City's obligations under this Agreement; (b) that all legal requirements have been met, and procedures have been followed, including public bidding if legally required, in order to ensure the enforceability of this Agreement; (c) that the Online Platform Services will be used by City only for

governmental or proprietary functions consistent with the scope of City's authority, and will not be used in a trade or business of any person or entity, or for any personal, family or household use; and (d) that City has funds available to pay fees until the end of its current appropriation period, and that City intends to request funds to make payments in each appropriation period, from now until the end of the term of this Agreement.

12. Prices; Payment Terms. Prices are those in effect when LensLock accepts a purchase order. City must pay or promptly reimburse LensLock for any sales, use or any other local, state, provincial or federal taxes arising from the sale or delivery of the Equipment or provide an exemption certificate. In the event City fails to pay Vendor any monies when due. City shall pay the lower interest of 2 ½ % per month, or the amount allowed by applicable law from the date when payment is due on outstanding balances. In addition to all remedies available herein or at law, LensLock may suspend all services upon communication to City for City's failure to pay invoices when due.

13. Term of Agreement; Renewals; Fee Increases. The term of this Agreement shall be for five (5) years. After the expiration of one (1) year from the effective date of this Agreement, LensLock shall be permitted from time to time to reasonably increase its fees by no more than five percent (5%) of the annual payment amount upon written notice to City, and City agrees to pay such increase as invoiced if City continues to avail itself of the services after receipt of said notice. If LensLock increases its fees pursuant to this section, City may terminate this Agreement upon ten (10) days written notice to LensLock. If City terminates this Agreement pursuant to this section, City shall be refunded a pro rata share of the acquisition cost based on remaining term of thise Agreement.

14. Termination. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. If City terminates this Agreement pursuant to this section, City shall be refunded a pro rata share of the acquisition cost based on remaining term of this Agreement.

15. Warranty Disclaimer.
    a. LensLock does not represent nor warrant that the Equipment or the Online Platform Services may not be compromised or circumvented, or that Equipment or Online Platform Services will prevent any loss. City acknowledges that any affirmation of fact or promise made by LensLock shall not be deemed to create a warranty unless expressly included in this Agreement in writing; that City is not relying on LensLock's skill or judgment in selecting or furnishing Equipment suitable for any particular purpose: that there are no warranties which extend beyond those on the face of this Agreement; and that City acknowledges that there may be more sophisticated Equipment of which City may procure on the open market for the same purposes as the Equipment.

    b. Except for the express warranties in section 6 above, (a) LensLock hereby disclaims all warranties, either express, implied, statutory, or otherwise under this agreement in connection with the services and equipment, and (b) LensLock specifically disclaims all implied warranties of merchantability, and fitness for a particular purpose, title and non-infringement.

16. Standard of Performance. LensLock shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which LensLock is engaged.

17. Insurance Requirements. Before beginning any Services under this Agreement, LensLock, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance is included in LensLock's Proposal as set forth in Exhibit "A.". LensLock shall be fully responsible for the acts and omissions of its subcontractors and other agents.

    a. Workers' Compensation. LensLock shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by LensLock in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by City upon written verification that LensLock is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

b. Commercial General and Automobile Liability Insurance.

i. General requirements. LensLock, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence and $4,000,000 aggregate, combined single limit coverage for risks associated with the Services contemplated by this Agreement.

ii. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if LensLock has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

iii. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

1. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
2. City, and its elected and appointed officials, officers, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of the Services or operations of LensLock, including materials, parts, or equipment furnished in connection with such Services or operations; or automobiles owned, leased, hired, or borrowed by LensLock. Coverage can be provided in the form of an endorsement to the LensLock's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
3. For any claims related to this Agreement or the Services hereunder, LensLock's insurance covered shall be primary insurance as respects City, and its elected and appointed officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City or its elected and appointed officials, officers, employees, agents or volunteers shall be excess of LensLock's insurance and non-contributing.
4. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
5. LensLock shall give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

c. Professional Liability Insurance.

i. General requirements. LensLock, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing Services pursuant to this Agreement in an amount not less than $1,000,000 per occurrence or claim covering the LensLock's errors and omissions.

ii. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

1. The retroactive date of the policy must be shown and must be before the Effective Date of this Agreement.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of this Agreement or the Services.
3. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, LensLock must purchase an extended period coverage for a minimum of five (5) years after completion of Services under this Agreement.
4. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any Services under this Agreement.

d. All Policies Requirements.

i. Submittal Requirements. LensLock shall submit the following to City prior to beginning services:

1. Certificate of Liability Insurance in the amounts specified in this Agreement; and

2. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

ii. Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

iii. Deductibles and Self-Insured Retentions. Insurance obtained by the LensLock shall have a self-insured retention or deductible of no more than $100,000.

iv. Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

v. Waiver of Subrogation. LensLock hereby waives subrogation which any insurer or contractor may require from LensLock by virtue of the payment of any loss. LensLock shall obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by the LensLock, its employees, agents, and subcontractors.

vi. Subcontractors. LensLock shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and LensLock shall ensure that City, and its elected and appointed officials, officers, employees, agents, and volunteers are covered as additional insured on all coverages.

vii. Excess Insurance. If LensLock maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the LensLock.

e. Remedies. In addition to any other remedies City may have if LensLock fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; 2) order LensLock to stop Services under this Agreement and withhold any payment that becomes due to LensLock hereunder until LensLock demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

18. Entire Agreement. This Agreement and any referenced terms herein constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof, and shall supersede any prior understandings and agreements, whether written or oral, between the Parties with respect to that subject matter. LensLock expressly limits its acceptance of this Agreement to the terms stated herein. Any additional, different, or inconsistent terms or conditions contained in any form or purchase order from City in connection with this Agreement are hereby objected to and rejected by LensLock and shall not apply to this Agreement.

19. Security Interest; Credit; Lien Law. In order to secure all indebtedness or liability of City to LensLock, City hereby grants and conveys to LensLock a security interest in, and mortgages to LensLock all of City's Equipment. LensLock is authorized to file a UCC-1 statement. City authorizes LensLock to conduct credit investigations to determine City's credit worthiness. LensLock or any subcontractor engaged by LensLock to perform the work or furnish material who is not paid may have a claim against City which may be enforced against the property in accordance with the applicable lien laws.

20. Force Majeure; Other Events. Neither Party shall be considered in default of its performance of any obligation hereunder to the extent that performance of such obligation is prevented or delayed by acts of God; acts of the other Party; war (declared or undeclared); terrorism or other criminal conduct; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; governmental requests, restrictions, laws, regulations, orders, omissions or actions; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials; embargoes, or unforeseen circumstances or any other similar or dissimilar events or causes beyond Party's reasonable control.

21. Assignment; Waiver of Subrogation Rights. City may not assign this Agreement without the prior written consent of LensLock. Any such assignment without LensLock's prior approval shall be deemed a breach of this Agreement, and void *ab initio*. City on its behalf and any insurance carrier waives any right of subrogation City's insurance

carrier may otherwise have against LensLock or LensLock's subcontractors arising out of this Agreement or the relation of the Parties. City acknowledges that this Agreement, and particularly those Sections relating to LensLock's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and central offices of LensLock.

22. Limitation of Liability. Neither party shall be liable for any special, incidental, indirect, punitive, or consequential damages, including loss of anticipated profits or business interruption for any reason.

23. Indemnification. LensLock shall defend, indemnify, and hold harmless City (including its elected and appointed officials, officers, agents, employees, and volunteers) from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, caused by, arising out of, or resulting from, in whole or in part, by the negligent or intentional acts or omissions of LensLock's officers, agents, employees, contractors, or subcontractors.

    City shall defend, indemnify, and hold harmless LensLock (including its officers, agents, employees, and subcontractors) from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of City's obligations under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of City's officers, directors, agents, employees, contractors, or subcontractors.

24. Conflict of Interest. LensLock may serve other cities, but none whose activities occur within the corporate limits of City or whose business, regardless of location, would place LensLock in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. LensLock shall not employ any City official in the Services performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

25. Subcontract. City agrees that LensLock is authorized and permitted to subcontract any services to be provided by LensLock to third parties who may be independent of LensLock, and that LensLock shall not be liable for any loss or damage sustained by City by reason of fire, theft, burglary or any other cause whatsoever caused by the acts of third parties.

26. Records Created as Part of LensLock's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that LensLock prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. LensLock hereby agrees to deliver those documents to City upon termination of the Agreement, and City may use, reuse or otherwise dispose of the documents without LensLock's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the city and are not necessarily suitable for any future or other use. City and LensLock agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by LensLock without prior written approval of City.

27. LensLock's Books and Records. LensLock shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to LensLock to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Pursuant to Government Code Section 8546.7, this Agreement may be subject to the examination and audit of the State Controller's Office for a period of three (3) years after final payment under this Agreement.

28. Governing Law; Venue. This Agreement, and all rights and duties of the Parties under this Agreement, are governed by, and shall be construed in accordance with, the laws of the State of California. The Parties hereby irrevocably consent to exclusive jurisdiction of, and venue in, the county of San Bernardino California.

29. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

30. No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement shall not constitute a waiver of any other breach of that provision, or any term, of this Agreement.

31. No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties, with no intent to benefit any third parties.

32. Miscellaneous.
    A. Notices. Other than routine communications made in the ordinary course of performing any obligations under this Agreement, all notices or other communications required or permitted to be given under this Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address stated on the first page of this Agreement or to such other address or individual as either Party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods.

    B. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

    C. Independent Contact. The Parties intend that the relationship between them created under this Agreement is that LensLock is an independent contractor of City only, and nothing contained herein is intended to create any other relationship between the parties. LensLock is not to be considered an employee, agent, joint venture or partner of City for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility for, or on behalf of, the other party or to otherwise bind the other party in any way.

    D. Confidential information. Except as prohibited by applicable law, the terms and conditions of this Agreement are confidential information of LensLock, and City may not distribute this Agreement or disclose any contents hereof to any third party without the express written consent of LensLock.

33. Professional Request. In accordance with CJIS BWC Best Practices, it is strongly recommended that law enforcement agencies assign individual body worn cameras to individual police department officers or sheriff deputies, and that those assigned body worn cameras are not “shared” with other officer, deputies, or end users, unless special circumstances are warranted. LensLock requests that City not allow “sharing” of body worn cameras as part of City’s standard practice of BWC utilization.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

CITY OF REDLANDS:

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

LENSLOCK:

_____
Andrew Lynch, Vice President of Sales

EXHIBIT "A"

PROPOSAL

LensLock Inc.
"Securing Trust - One Incident at a Time"
13125 Danielson St., Suite 112
Poway, CA 92064 – U.S.A.
Toll Free – 888-538-0589
www.LensLock.com

Issued: March 1st, 2022
Proposal Valid for 60 days
Proposal Number: #21-555

Services: Body Worn Camera Svc
Payment Terms: 30 Days Net
Length of Service: 60 Months
Start Date: April 12, 2022

ATTENTION:
Chief Chris Catren
Redlands Police Department
1270 W Park Ave.,
Redlands, CA 92373
Customer ID #21-555

SHIP TO:
Sgt. Sean Flynn

SALES REPRESENTATIVE
Sean O'Grady
Regional Manager
Phone: 949-690-6552
Email: SOG@LensLock.com

5 Year Total

QTY	DESCRIPTION	UNIT PRICE	5 YEAR COST
80	Gen 12 Body Worn Camera Service - **UNLIMITED Data Plan**	$1,099.00	$439,600.00
22	Gen 12 Body Worn Camera Service - **UNLIMITED Data Plan**	$1,099.00	included
85	Holster Bluetooth Integration Devices	$199.00	included
60	Bluetooth Integration Technology System	$299.00	included
1	CAD Integration with Spillman	$28,985.00	included
1	Unlimited Outsourced LensLock Redaction		included
1	On-Site Implementation & Training Fee – One-Time Fee	$1,895.00	included
1	Shipping & Handling Fees – One-Time Fee	$1,295.00	included
5	Software & Database Maintenance Fee – Annual Fee	$495.00	included
		SUBTOTAL	$439,600.00
		SALES TAX (8.75%)	$38,465.00
		5Y TOTAL*	**$478,065.00**

*Total 60-month Acquisition Cost

EXHIBIT "B"

PERFORMANCE WARRANTY

LENSLOCK EQUIPMENT

LensLock warrants to City that the Equipment is free from defects in material and workmanship for the duration of this Agreement ("Warranty Period") and subject to the terms set forth herein. In the event City needs any Equipment replaced, LensLock will provide replacement hardware at no cost, unless the Equipment has been intentionally damaged or destroyed by City. City pays for shipping fees for product returns and LensLock pays for shipping costs for product replacements. It is understood that LensLock will require IT support from City to ensure services are optimized. Additionally, it is understood that LensLock will set schedule for installation once City approval is obtained. Because of supply chain demands, LensLock will make every professional effort to ensure schedule is met and installation is completed on time. Unforeseen natural disasters, health emergencies, and acts of God beyond the reasonable control of LensLock may prevent performance of meeting said schedule.

BODY CAMERA REFRESH SCHEDULE AND BUY-BACK OPTION:

Additionally, it is understood by the parties that LensLock will refresh all cameras to City thirty (30) months from the Effective Date of this Agreement, and that the City will receive a brand-new supply of cameras based on the terms of this Agreement. It is understood that City owns the camera Equipment at the end of the sixty (60) month term. City may request additional Equipment prior to the thirty-month period but will be billed an additional set of fees for additional users and or any special orders. City must approve said purchase in writing.

LENSLOCK ONLINE PLATFORM

LensLock warrants that the Online Platform Services: (a) will perform materially in accordance with the LensLock published documentation, and (b) professional services will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform such Services.

LENSLOCK TECHNOLOGY

Any additional features or functionality (service upgrades) associated with LensLock overall service offering that City desires may be communicated directly to LensLock customer service representatives on an ongoing basis. Said City requests (whether hardware related or software related features) will be considered from several business perspectives, including but not limited to, vertical market applicability, CJIS regulatory standards, financial impact, technical complexity, end-user experience, legal liability, and competitive landscape.

If the technical requirements of City requests may be implemented in a reasonable business manner, LensLock may or may not charge City an additional set of fees for all new features and functionality associated with service upgrade.

It is our corporate policy that we embrace the challenge of continuous innovation to ensure our Citys are pleased with our service offering. It is our experience that the very best ideas for our next set of innovations come directly from our consortium of valued Law Enforcement customers. As such, please do not hesitate to communicate City requests as they surface.

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

DATE: 04/05/2022

TO: The Successor Agency Board of Directors

SUBJECT: Approve minutes of the regular meeting of March 1, 2022 (Secretary Donaldson)

MOTION:

I move to approve the minutes of the regular meeting of March 1, 2022.

Attachments

Minutes of the regular meeting of March 1,2022

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 March 1, 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; Dan McHugh, 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, Intermin Fire Chief

Mayor Barich called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney McHugh)
One Case:
a. Chase Management, Inc vs. City of Redlands, San Bernardino Superior Court Case No.CIVDS 1907758

Conference with labor negotiator - Government Code §54957.6
(Mayor Barich, and Council Member Gallagher)

Agency Negotiators:	Paul Barich, and Mick Gallagher
Employment Organization:	Redlands Professional Firefighters Association (RPFA)

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M.

2021 By-District Council Member Election Boundaries

Mayor Barich opened the public hearing and called on Development Services Director Desatnik who explained the Council must adopt, by April 17, 2022, boundaries for the five City Council Member election districts based on 2020 U.S. Census data. The data within the five districts must be substantially equal in population and comply with Federal and State laws with regard to drawing district election boundaries. This was the 4th public hearing and provided the Council an opportunity to select a preferred map and introduce Ordinance No. 2931 amending Chapter 2.03.030 of the Redlands Municipal Code related to the adjustment of election district boundaries. Todd Tatum, of National Demographics Corporation (NDC), presented a brief recap of the redistricting process, reviewed the eight draft maps and the demographic data associated with each one, including those from NDC and the public (listed as: NDC 101, 102, 102b, 102c and 103, Public 1, Public 1b and Public 2).

As public comment, Dennis Bell did not see marked differences between the maps, and he recommended District 5 should be adjusted to include part of the downtown area. Michael Tamony participated in drawing one of the public maps and appreciated the website's user-friendly tools. He advocated for Public Map 1 but found Public Map 1b to be an acceptable second option. Randall Morris voiced his disappointment that Council Members were not working for the community as a whole, and he suggested the City move back to at-large elections. Brian Seghers wasn't convinced of the need to change the existing boundaries but of all the proposed options, he suggested Public Map 1b was the best choice. S. Garcia and Sawn M, residents of District 1, complained that much of the agricultural land of District 1 was being consumed by warehouses. They thought Map 102 best addressed their concerns by bringing apartment communities into a larger diverse region so as not to be overshadowed by business development. Lorraine Enriquez liked Public Map 1, stating it offered more equity across boundaries, and it didn't favor one voting block over another.

Mayor Pro Tem Tejeda supported Public Map 1, as he thought it did the best job of creating compact, clean lines, and he also saw the advantages of Map 1b, which offered a lower deviation number and provided for equal representation. Council Member Guzman-Lowery supported Public Map 1 because it maintained communities of interest while increasing equity and accessibility to all citizens. Council Member Davis said this was a very difficult choice, and she saw the pros and cons of each one presented, but her preference was for Public Map 1, Map 1b or even the current map. She expressed concerns, as did members of the public, about the growing number of warehouses, but said it was not simply a district issue but an issue facing the whole City. Mayor Barich and Council Member Gallagher were comfortable keeping the current map, appreciated how the existing boundaries cut across the north-south divide and pointed out the public was already familiar with the existing district boundaries.

On motion of Council Member Mick Gallagher, seconded by Mayor Paul Barich, the City Council failed to approve the existing district boundary map as the preferred map, due to lack of a majority.

Vote: 2 -3 Failed
Nay: Mayor Pro Tempore Eddie Tejeda, Council Member Denise Davis, Council Member

Jenna Guzman-Lowery

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously approved the selection of Public Map 1 as the Preferred Map; and on motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously introduced Ordinance No. 2931 amending Chapter 2.03.030 of the Redlands Municipal Code relating to the adjustment of current City Council Member Election District Boundaries, with the second reading of the ordinance to occur on March 15, 2022.

Vote: 5 - 0 Passed

Pledge of Allegiance

Mayor Barich provided an invocation which was followed by the pledge of allegiance to the American flag.

CLOSED SESSION REPORT

City Attorney McHugh 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.

Replanting Lugonia Grove - Dennis Bell raised concerns with the recently approved replanting of Lugonia Grove and thought if any of the City's groves were replanted, it should be the grove at Prospect Park.

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 regular meeting of February 15, 2022.

Vote: 5 - 0 Passed

Proclamation American Red Cross Month

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the issuance of a Proclamation declaring the month of March 2022 as American Red Cross Month.

Vote: 5 - 0 Passed

Proclamation Women's History Month

Council Member Davis and Council Member Guzman-Lowery cosponsored the Proclamation declaring the month of March 2022 as Women's History Month and encouraged everyone to read the Proclamation, which coincides with the United Nations' sponsorship of International Women's Day on March 8th as a time to commemorate women's rights and peace.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the issuance of a proclamation declaring the month of March 2022 as Women's History Month.

Vote: 5 - 0 Passed

Resolution No. 8310 Remote Teleconference Meetings

Council Member Davis and Mayor Pro Tem Tejeda expressed their support of continuing to hold 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. This resolution provides options and allows people more flexibility while still attending to the business of the City.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8310 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

City-wide Janitorial Services

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved an agreement with Genesis Staffing Firm for City-wide janitorial services in the amount of $21,400.75 per month for a term of six (6) months with a total agreement amount not-to-exceed $128,404.51.

Vote: 5 - 0 Passed

Sanitary Sewer Collection System Trunk Line Emergency Procurement

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously agreed to receive and file a Municipal Utilities and Engineering Department Emergency Procurement for the construction of a Sanitary Sewer Collection System Trunk Line; and approved an additional appropriation of $109,172.

Vote: 5 - 0 Passed

COMMUNICATIONS

American Rescue Plan Act SLFRF

Maira Durazo, Grants Coordinator, provided details of staff's recommendations relating to the use of State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). Redlands' total allocation of the $350 Billion SLFRF funding through ARPA is $11,508,106. The City has received the first installment with the second installment expected to be released by midyear 2022. The categories listed to receive funds included: Pandemic Response, Assistance to Households, Small Business Economic Recovery, Services for Unhoused Persons and Community Water Rate Reduction. Staff also offered an overview of various scenarios pertaining to Premium Pay of Eligible Essential Workers and recommended the Council consider the remaining SLFRF fund amount of $4,558,106 for discussion and vote to determine the funding allocation pertaining to Premium Pay and Replacing Lost Public Sector Revenue.

Mayor Pro Tem Tejeda suggested revising certain funding amounts and program timelines as recommended for allocation to the different categories, and it was agreed to have staff rework the allocations and bring the matter back for further examination by Council at the next meeting. City Manager Duggan confirmed that staff will adjust the numbers and incorporate Mayor Pro Tem's suggestions and bring back for Council's review on March 15, 2022. Council Members Davis and Guzman-Lowery raised questions related to the dollar amounts and different options listed under premium pay, and they wondered whether Council could consider a compromise proposal for the Premium Pay allocations. City Manager Duggan clarified the Council can determine the funding amounts they deem are appropriate and are not limited to the suggestions as seen in the staff report. He was pleased to announce the City was in the process of hiring a Homelessness Project Coordinator.

FY 2021-22 Mid-Year General Fund Budget Review

City Manager Duggan painted a broad overview of the Mid-Year budget, indicating the City was in good financial shape, was continuing to monitor that, and he thanked the Department heads for watching their expenditures so closely. Management Services/Finance Director Garcia stated the overall results for fiscal year 2020-21 were favorable. There were higher than anticipated revenues in the amount of roughly $4.75 million and there were savings of approximately $1.4 million due to salary savings and other cost controls. As a result, the ending single year surplus for the year, which was originally projected at $150,177, increased to $6,308,061 due to this roughly $6.15 million favorable variance. Fiscal year 2021-22 saw significant transactions related to property sales and purchases; an unanticipated surge in sales tax revenue; and additional appropriations from the unassigned fund balance for major projects. The passage of Measure T and the state and federal aid the City received added to a favorable economic outlook.

As adopted, the General Fund Budget for FY 2021-22 anticipated a balanced budget, with revenues commensurate with expenditures (or a $0 single year surplus/deficit); and a residual fund balance (unassigned) of $16,635,949. She noted in October 2021, the City negotiated a property sale in the amount of roughly $46 million, with $43.4 million going into the General Fund. This was planned to cover the remaining $11.4 million for the General Fund's obligation in the purchase of 300 East State Street. The remaining $32.2

million was designated for a strategic reserve. In December 2021, the City entered into negotiations to purchase the former Kmart property located at 1625 West Redlands Boulevard to serve as the future site of the Redlands Police Department Safety Hall. The purchase price is $16.1 million and this reduced the strategic reserve to $16.1 million. To this reserve, staff recommend the addition of $6,000,000. As a result of the purchase of 300 East State Street, there were additional appropriations made in November 2021 to both revenues and expenditures in order to properly manage the building and its occupants. The net result of these various adjustments was an increase in revenue to the General Fund of roughly $798,000.

City Manager Duggan and staff recommended the following one-time expenditures (including one inspector position that will be ongoing); Redlands Bowl Improvements of $700,000; Crafton Park Improvement of $376,000; Israel Beal Park Improvements of $90,000; DSD Bldg & Safety Inspector of $22,000 for rest of year; Animal Shelter Parking Lot of $200,000; Donation-Museum of Redlands of $1,000,000. Council Members expressed their appreciation of staff's efforts that went into this very thorough report. Council Member Gallagher added he was continuing to work with staff to make sure the City was in receipt of all Measure T sales tax revenue it was due. As public comment, Dennis Bell opposed the recommendation to donate $1 million to the Redlands Museum, and he thought non-profit groups, in general, should be engaged in more fundraising rather than asking for a hand-out from the City.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously agreed to appropriate $2,388,000 of Unassigned Fund Balance, resulting from Fiscal Year 2020-21 surplus according to Schedule 1 provided on Attachment A; directed staff to make the corresponding adjustments to revenue and additions to reserves listed therein; and agreed to receive and file this report.

Vote: 5 - 0 Passed

At-Large Mayoral Election

Mayor Pro Tem Tejeda opened a discussion regarding the position of Mayor being elected at large, and he requested Council consider directing staff to develop two district maps to support an elected Mayor. This would allow the Council and public to discuss new districts, and the possibility of placing the elected Mayor question before the City’s voters on the ballot in November 2022. Council Member offered their perspectives, but all were opposed to the idea at this time. Mayor Pro Tem Tejeda thanked his colleagues for the discussion. As public comment, Dennis Bell raised several questions about how the role of an elected Mayor would be defined, and he suggested the City consider adding term limits for Council Members.

NEW BUSINESS

Alcoholic Consumption Permit Farm to Fork Dinner Fundraiser

Assistant City Manager Boatman introduced a request from the Armantrout Montessori Education Foundation for the serving and consuming of alcoholic beverages at Heritage Park and the Grove School property for the Farm to Fork Dinner Fundraiser supporting the Armantrout Education Foundation to be held on April 30, 2022.

On motion of Council Member Jenna Guzman-Lowery, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously determined that approval of the request is exempt from environmental review pursuant to Section 15061(b)(3) of the state's guidelines implementing the California Environmental Quality Act; and approved the request for the serving and consumption of alcoholic beverages at Heritage Park and the Grove School property for the Farm to Fork Dinner Fundraiser supporting the Armantrout Education Foundation to be held on April 30, 2022.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Barich participated in Read Across America with 2nd graders at Mission School

Mayor Pro Tem Tejeda attended the Airport Advisory Board meeting.

Council Member Davis was pleased to be a part of Read Across America at Kingsbury Elementary School, and she enjoyed the Soul Food Fest, sponsored by StrongerTogetherNow, held at Ed Hales Park last weekend.

Council Member Guzman-Lowery was excited to share her recent conversations with several people participating in programs at the Holy Name of Jesus, Catholic Community of Redlands. She has met with women, in particular, who have been struggling through difficult times, including those facing homelessness, an economic downturn, and even abuse.

Council Member Gallagher and Mayor Barich attended the inauguration of Krista L. Newkirk, the 12th President of the University of Redlands.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:18 P.M. The next regular meeting of the City of Redlands City Council will be held on March 15, 2022.

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

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

PUBLIC COMMENT

None forthcoming

CONSENT CALENDAR

Minutes

On motion of Vice Chair Tejeda, seconded by Board Member Davis, the minutes of the regular meeting of February 1, 2022, were unanimously approved.

Vote: 5 - 0 Passed

ROPS Communication Update

On motion of Vice Chair Tejeda, seconded by Board Member Davis, the Board unanimously agreed to receive and file the Successor Agency Board's communication of the Recognized Obligation Payment Schedule (ROPS) and Administrative Budget for July 1, 2022, through June 30, 2023. The action furthers the Successor Agency to the Redevelopment Agency of the City of Redlands' (Successor Agency) dissolution as an annual ROPS is required by DOF as part of the wind-down of the Successor Agency. The FY 2022-23 ROPS represents the last and final ROPS and will fully defease the two outstanding bonds from the former Redevelopment Agency (2016A & 2016B Tax Allocation Refunding Bonds).

Vote: 5 - 0 Passed

Resolution No. 492 Delegating Investment Authority

On motion of Vice Chair Tejeda, seconded by Board Member Davis, the Board unanimously approved Resolution No. 492 delegating investment authority to the City Treasurer, pursuant to Government Code Section 53607.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 8:19 P.M. The next regular meeting of the Agency will be held on April 5, 2022.