

**\*\* Revised \*\***

# **CITY OF REDLANDS**

## **CITY COUNCIL**

### **A G E N D A**

**May 5, 2026**

**MARIO SAUCEDO**

Mayor  
District 3

**MARC SHAW**

Mayor Pro Tempore  
District 4

**PAUL BARICH**

Council Member  
District 5

**EDDIE TEJEDA**

Council Member  
District 2

**DENISE DAVIS**

Council Member  
District 1



**JEANNE DONALDSON**

City Clerk

**PHILLIP DOOLITTLE**

City Treasurer

**CHARLES M. DUGGAN JR.**

City Manager

**YVETTE M. ABICH GARCIA**

City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)

6:00 p.m. Open Session (Public Meeting)

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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 meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

**Tuesday, May 5, 2026**

**To join via Zoom on a computer, laptop, or smart device**

Please visit [www.zoom.us](http://www.zoom.us), click on Join a Meeting

Enter the **Meeting ID 896 2789 8341**, 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 896 2789 8341**

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](http://www.cityofredlands.org) or to the City's Facebook page at [@CityofRedlands](https://www.facebook.com/CityofRedlands) or the Instagram page at [@CityofRedlands\\_CityHall](https://www.instagram.com/CityofRedlands_CityHall).

In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the Mayor will adjourn the meeting to a future date.

**PLEASE NOTE:** Anyone desiring to speak on an agenda 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 PM

**A. Call City Council Meeting to Order**

## **B. Public Comment**

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

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

1. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)  
(City Attorney Abich Garcia)  
Two Cases:
  - a. Holzer v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2322787
  - b. Wagner Zemming Christensen, LLP v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2529490

## **D. Reconvene City Council Meeting at 6:00 p.m.**

## **E. Invocation by Council Member Tejeda - Pledge of Allegiance by Lugonia Elementary**

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

## **F. Closed Session Report**

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

## **G. Presentations**

1. Redlands Pet Adoption  
(Redlands Animal Services)
2. Presentation of Certificate of Recognition to Redlands High School student Jiarui Li for receiving a \$50,000 scholarship from Southern California Edison  
(Mayor Saucedo)
3. Presentation of the Asian American Pacific Islander Heritage Month Proclamation to Sabre Foster and Kevin Suzuki with the Redlands Japanese Cultural Center  
(Mayor Saucedo)
4. Presentation of the National Day of Prayer Proclamation presented to Kawa Shwaish, President, Redlands Area Interfaith Council  
(Mayor Saucedo)

## **H. Public Comment - City Council**

## 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 April 21, 2026  
(City Clerk Donaldson)
2. Authorize issuance of a proclamation declaring May 7, 2026, as National Day of Prayer in the City of Redlands  
(Mayor Saucedo)
3. Authorize issuance of a proclamation declaring the month of May 2026, as Asian American Pacific Islander Heritage Month  
(Mayor Saucedo)
4. Approve Side Letter between the City of Redlands and the Redlands Association of Department Directors  
(Assistant City Manager McConnell)
5. Adopt Resolution No. 8776, Rescinding Resolution No. 8105 and Establishing Updated Terms for Portal-to-Portal Compensation for Fire Department Personnel  
(Fire Chief Sessler)
6. Approve a Sole Source Three-Year Agreement with Fifth Asset Inc., dba Debtbook, for the provision of Debt Management Software and Lease/Subscription Management Software in the amount of \$52,500  
(Management Services/Finance Director Garcia)
7. Reject all bids for the Redlands Wastewater Treatment Plant Upgrades - Phase 2, Project No. 521006, and direct staff to solicit new bids for the project  
(Municipal Utilities and Engineering Director Heredia)
8. Approve a Purchase Order Modification in the amount of \$87,000 with Flock Group, Inc. for the remainder of the fiscal year  
(Police Chief Tolber)
9. Approve a Memorandum of Agreement (MOA) with the Los Angeles Police Department for Internet Crimes Against Children (ICAC) Unit and authorize the Chief of Police to sign the agreement  
(Police Chief Tolber)
10. Adopt Resolution No. 8759 Authorizing the City Manager or Designee to Apply for and Accept Caltrans Airport Improvement Program (AIP) Matching Grant Funds  
(Facilities and Community Services Director Crocker)
11. Adopt Resolution No. 8769 initiating proceedings to continue levying assessments, appointing an assessment engineer, and ordering the preparation of the Engineer's Reports for Street Lighting District No. 1 and Landscape Maintenance District No. 1, rescind Resolution No. 8651, and determine that adoption of the resolution is exempt from environmental review pursuant to the general rule of the California Environmental Quality Act (CEQA) guidelines  
(Facilities and Community Services Director Crocker)

12. Approve the request of an in-kind support in the amount of \$11,448.00 related to the Annual Redlands Festival of Arts event hosted by Redlands Art Festival Association, Inc., on Saturday, May 23 and Sunday, May 24, 2026; approve temporary street closures of South 4th Street and Eureka Street; authorize sale and consumption of alcoholic beverages at the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act  
(Facilities and Community Services Director Crocker)
13. Approve the request of an in-kind support in the amount of \$54,212.28 related to the Summer Music Festival hosted by Redlands Bowl Performing Arts (RBPA), beginning June 19, 2026, and continuing through August 14, 2026; approve temporary street closures of Eureka Street and Grant Street; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act  
(Facilities and Community Services Director Crocker)
14. Approve the request of an in-kind support in the amount of \$10,854 for the street closures related to the Jagannath Rath Yatra (Summer Float Festival) event held on Saturday, July 25, 2026, hosted by Shri Darshan, and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act  
(Facilities and Community Services Director Crocker)

## **J. Communications**

1. Consideration of a Letter of Support for San Bernardino County's Active Transportation Program Application for Safe Routes to School Improvements Serving Redlands East Valley High School  
(Mayor Saucedo)
2. City of Redlands Food Security Task Force Update and Provide Direction to Staff  
(Assistant City Manager Boatman)
3. Consideration of the recommendation for appointment of one (1) representative to the San Bernardino Regional Housing Trust Board  
(Development Services/Assistant City Manager Boatman)

## **K. New Business**

1. Consideration of the First Amendment to the Encampment Resolution Funding (ERF-2) Agreement with the California Interagency Council on Homelessness (Cal ICH) and Approval of Amendments to Sub-recipient Agreements  
(Assistant City Manager Boatman)
2. Consideration of Approval of Citywide Annual Purchase Orders for miscellaneous supplies with Fastenal, Home Depot, Lowe's and Office Depot for Fiscal Year 2026-2027, in an amount not to exceed \$1,080,000  
(Management Services/Finance Director Garcia)

## **L. Individual Council Member Announcements and/or Reports on Activities**

(No collective discussion or action.)

1. Individual Council Member Report on Activities for April 2026 from Mayor Pro Tem Shaw  
(City Clerk Donaldson)

## **M. Adjournment**

*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 meeting.*

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

(28 CFR 35.102-35.104 ADA Title II)

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

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

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

*Date Posted: April 30, 2026*



**City Council**

**AGENDA ITEM NO. 11.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve minutes of the regular meeting of April 21, 2026 (City Clerk Donaldson)

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**MOTION:**

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

I move to approve the regular meeting minutes of April 21, 2026.

**Attachments**

[City Council-04-21-2026-minutesDraft.pdf](#)

# MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on Tuesday, April 21, 2026 at 5:00 P.M.

Present: Mario Saucedo, Mayor  
Marc Shaw, Mayor Pro Tempore  
Paul Barich, Council Member  
Eddie Tejeda, Council Member  
Denise Davis, Council Member (Remote Participation)

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Janice McConnell, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Sean Reilly, Development Services Director; Monica Heredia, Municipal Utilities and Engineering Director

## A. Call City Council Meeting to Order

Mayor Saucedo 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.

## B. Public Comment

Game Changers Leadership Institute - Kevin Anthony encouraged the Council to support programs like Game Changers Leadership Institute, which helps young people, ages 16 through 24, build leadership skills. The organization is deeply committed to developing the next generation of young leaders use their talents and skills to impact change in their community.

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

1. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
2. Conference with real property negotiators - Government Code §54956.8

## D. Reconvene City Council Meeting at 6:00 p.m.

The meeting reconvened at 6:00 P.M. Council Member Davis announced that she would participate remotely as she was traveling on behalf of UC Riverside, on official business and was unable to attend the meeting in person.

## E. Invocation by Council Member Barich - Pledge of Allegiance

## F. Closed Session Report

City Attorney Garcia announced that no reportable action was taken during the closed session, and she noted that Council Member Davis was absent from closed session.

## G. Presentations

## 1. Presentation of the Arbor Day Proclamation to Erik Reeves, FCS Field Services Superintendent

Mayor Saucedo presented the Proclamation to Erik Reeves, declaring April 24, 2026 as Arbor Day, and he encouraged residents to protect our trees and woodlands for future generations.

## 2. Presentation of the National Library Week Proclamation presented to Don McCue, Library Director, Dr. Rosa Gomez, Library Vice President, Les Kong, President Friends of the Library, Diane Shimota, Adult Literacy Coordinator, Ciara Lightner, Library Specialist, and Kristina Naftzger, Librarian

Mayor Saucedo proudly presented the Proclamation declaring the week of April 19-25, 2026, as National Library Week, and he encouraged residents to visit A.K. Smiley Public Library and celebrate the adventures and opportunities the library unlocks every day.

## H. Public Comment - City Council

Teamster Negotiations - Teamster's Business Agent Andrew Coleman was pleased to report that negotiations with the City have noticeably improved in tone and professionalism, but he pointed out there is still important work ahead. He said City employees are paid, on average, 12% below market. Andrew Guerrero, of Teamsters 1932, highlighted the dedication with which employees serve the City and he encouraged the Council to approve a fair and equitable contract for the Teamsters. James Estrada, Teamster's Chief Steward, acknowledged several City divisions which are represented with Teamster members. He voiced concerns regarding the rate of employee turnover and urged the Council to honor the data from the Compensation and Classification Study and approach the bargaining table in good faith.

Various Musings - Dennis Bell complained about the parking, or lack thereof, during the Redlands Bicycle Classic. He suggested the contract for the new Police Station should have been accomplished 20 years ago, attributing the delay to failed leadership and misguided priorities. He congratulated Chris Boatman on his new appointment as City Manager of Beaumont, noting that while it was a loss for Redlands, it was a gain for Beaumont.

One Concert One Cause - Rosselia Leonardi invited everyone to support and attend a benefit concert for Kleefstra syndrome, a genetic cause of autism. The event will feature the Kalama Brothers and is scheduled for May 22 at the University of Redlands Memorial Chapel.

Clay Street Traffic & QoL Concerns - Roberta Lehfeltdt again pressed the City to address the ongoing traffic and safety concerns on Clay Street. She complained that the employees of the Boys and Girls Club are continuing to severely impact the neighborhood, overtaking residential parking spaces, and causing noise and lighting disturbances.

Big Thank You - Redlands Chamber of Commerce Executive Director Evan Sanford offered heartfelt congratulations to Chris Boatman on his new appointment as City Manager of Beaumont and expressed deep gratitude for his many years of dedicated service to Redlands.

Downtown Public Safety - Bea Hamilton described how walking alone from the downtown area to the four-story parking structure at night can be a frightening experience. The area is dark with limited lighting and no security presence, adding the City should consider a shuttle service.

AI Safety Protocols - Sara Aragon spoke of the critical need for AI safety training in the educational system.

Game Changers Leadership Institute - Ray encouraged the Council to support programs like Game Changers Leadership Institute, which helps young people, ages 16 through 24, build leadership skills. He was looking forward to the networking opportunities available through the program.

## I. Consent Calendar

### 1. Approval of minutes of the regular meeting of April 7, 2026

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council approved, by roll call vote, the minutes of the regular meeting of April 7, 2026.

**Vote:** 5 - 0 Passed

2. Authorize issuance of a proclamation declaring April 24, 2026, as Arbor Day in the City of Redlands

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council approved, by roll call vote, the issuance of the Proclamation declaring April 24, 2026 as Arbor Day.

**Vote:** 5 - 0 Passed

3. Authorize issuance of a proclamation declaring the week of April 19-25, 2026, as National Library Week

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council approved, by roll call vote, the Proclamation declaring April 19-25, 2026, as National Library Week.

**Vote:** 5 - 0 Passed

4. Approve recommendations for appointments to the Human Relations Commission

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council appointed, by roll call vote, Vanessa Annaguey Aranda to serve a four-year term on the Human Relations Commission for District 3 ending April 21, 2030; appointed Louisa Amis to serve a four-year term on the Human Relations Commission for District 4 ending April 21, 2030; and appointed Erin Stepien to serve a four-year term on the Human Relations Commission for District 5 ending April 21, 2030.

**Vote:** 5 - 0 Passed

5. Approve recommendations for appointments to the Citrus Preservation Commission

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council appointed, by roll call vote, Donald Craw, Zachariah Smith, and Stuart Miller to each serve a four-year term on the Citrus Preservation Commission ending April 16, 2030.

**Vote:** 5 - 0 Passed

6. Adopt Resolution No. 8774 for a new water service connection to the City of Redlands water distribution system at 2789 Mill Creek Road (APN: 0302-152-06-0000) in the unincorporated community of Mentone and adopt Resolution No. 8775 relating to Pre-Annexation Agreement No. 26-01

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council adopted, by roll call vote, Resolution No. 8774 for a new connection to the City of Redlands water distribution system at 2789 Mill Creek Road in the unincorporated community of Mentone, Outside Service Case (OSC) No. 26-01, and determined that the adoption of Resolution No. 8774 is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of CEQA guidelines; and adopted Resolution No. 8775, approving Pre-Annexation No. 26-01 for the provision of water service to a 0.25 acre parcel located at 2789 Mill Creek Road in the unincorporated community of Mentone, and determined that adoption of Resolution No. 8775 is exempt from environmental review pursuant to Sections 15319 and 15303 of CEQA guidelines.

**Vote:** 5 - 0 Passed

7. Receive and file the 2025 Annual Progress Reports for the General Plan and the 2021-2029 Housing Element

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council agreed, by roll call vote, to receive and file the 2025 Annual Progress Reports for the General Plan and the 2021-2029 Housing Element.

**Vote:** 5 - 0 Passed

8. Adopt Resolution No. 8777 Approving the City of Redlands' Participation in the National Opioids Six Remnant Defendants Settlement; Authorizing the City to Receive Direct Settlement Proceeds; and Authorizing the City Manager to Execute All Related Settlement Documents

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council approved, by roll call vote, Resolution No. 8777 authorizing the City Manager, or his designee, to execute all documents necessary to implement the City of Redlands' participation in the new National Opioids Six Remnant Defendants Settlement.

**Vote:** 5 - 0 Passed

9. Approve the First Amendment to the Agreement with Alliant Insurance Services, Inc. as Broker of Record for Property and Casualty Insurance Services to extend the term for one additional year and increase the total compensation to an amount not to exceed to \$133,514

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council approved, by roll call vote, the First Amendment to the Agreement with Alliant Specialty Insurance Services, Inc. as Broker of Record for property and casualty insurance services to extend the term of the agreement for one additional year and increase the total compensation to an amount not-to-exceed to \$133,514.

**Vote:** 5 - 0 Passed

10. Adopt Resolution No. 8779 Temporarily Suspending Enforcement of Redlands Municipal Code Sections 5.04.390 and 5.04.420 for the Limited Purpose of Aligning Certain Business License Renewals with a Calendar-Year Renewal Cycle

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council approved, by roll call vote, Resolution No. 8779 temporarily suspending enforcement of Sections 5.04.390 and 5.04.420 of the Redlands Municipal Code to allow a one-time proration of business license fees for certain businesses currently renewing in June, in order to transition those licenses to a calendar-year renewal cycle while minimizing financial burden.

**Vote:** 5 - 0 Passed

11. Approve the Memorandum of Understanding for General Law and Traffic Enforcement Services for the Metrolink System within the City of Redlands

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council approved, by roll call vote, the Memorandum of Understanding between the San Bernardino County Sheriff's Department and the City of Redlands Police Department for General Law and Traffic Enforcement Services for the Metrolink System within the City of Redlands.

**Vote:** 5 - 0 Passed

12. Approve the use of City resources and the request for in-kind support in the amount of \$7,650.00 related to the Stand-Up-To-Stigma event hosted on May 17, 2026, by the Loma Linda University Behavioral Medicine Center; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council determined, by roll call vote, that the authorization for the items associated with the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; authorized and approved the expenditure of City resources and in-kind support in the amount of \$7,650.00; and authorized and approved the temporary street closures for the Stand-Up-to-Stigma 5k event to be held Sunday, May 17, 2026.

**Vote:** 5 - 0 Passed

13. Approve the request for in-kind support in the amount of \$17,012.52 related to the 27th Annual Redlands Fire Fighter Car Show event hosted by the Professional Fire Fighters Association on May 24, 2026; approve temporary street closures along East State Street and Citrus Avenue; 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 15311(c) of the State's guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council determined, by roll call vote, that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act; approved the request for in-kind support in the amount of \$17,012.52; approved temporary street closures related to the event along East State Street and Citrus Avenue; and authorized the sale and consumption of alcoholic beverages at the 27th Annual Redlands Fire Fighter Car Show event hosted by the Redlands Community Foundation in support of the Professional Fire Fighters Association on Sunday, May 24, 2026.

**Vote:** 5 - 0 Passed

## **J. Communications**

1. Consideration of a Letter Supporting San Bernardino County Transportation Authority's decision to oppose Assembly Bill 1678 related to the Gold Line

Mayor Saucedo requested this item be pulled from the agenda.

2. Recognition of the City of Redlands Wastewater Treatment Plant as Plant of the Year by the Santa Ana River Basin Section of the California Water Environment Association

Municipal Utilities and Engineering Director Heredia introduced Wastewater Utility Manager Joe Hamburger who announced the California Water Environment Association (CWEA) selected the City of Redlands Wastewater Treatment Plant in the medium-sized Plant of the Year Award category. This award recognizes accomplishments in compliance, innovative practices, cost-effectiveness, and superior plant performance within the Santa Ana River Basin Section (SARBS). The City received 1<sup>st</sup> place for medium-sized plants out of eight wastewater treatment plants in the local section (SARBS) and 4<sup>th</sup> place within the State of California. He commended staff at the wastewater treatment plant for earning this award and for receiving statewide recognition.

## **K. New Business**

1. Consideration of the License Agreement with Redlands Historical Museum Association and determine that approval of the license agreement with the Redlands Historical Museum Association is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act

Assistant City Manager Boatman provided background on the License Agreement with Redlands Historical Museum Association. The License Agreement implements a component of the transfer agreement by establishing the framework under which RHMA may conduct certain activities at the Museum. Specifically, the agreement provides RHMA with an exclusive right to operate the museum store and a non-exclusive right to utilize the event pavilion and associated outdoor areas for programming, fundraising, and third-party rentals. Under the License Agreement, the City retains ownership and overall operational control of the Museum, while RHMA serves in a supporting role focused on programming and revenue-generating activities that directly benefit the facility.

On motion of Council Member Paul Barich, seconded, by Council Member Eddie Tejada, the City Council determined, by roll call vote, that approval of the License Agreement with the Redlands Historical Museum Association is exempt from environmental review pursuant to Section 15061(b)(3) of the State's CEQA Guidelines;

and approved the License Agreement between the City of Redlands and the Redlands Historical Museum Association.

**Vote:** 5 - 0 Passed

2. Consideration of Resolution No. 8735 Adopting the Arts and Culture Master Plan and determine that approval of the Resolution is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act

Facilities and Community Services Department Director Crocker highlighted Resolution No. 8735 adopting the Arts and Culture Master Plan. She introduced the City's consultant, David Plettner-Saunders, of Cultural Planning Group, who provided a detailed presentation regarding the evolution of the Plan. The Cultural Arts Commission held a special meeting on August 11, 2025, and unanimously recommended the City Council approve the Arts and Culture Master Plan, with the following changes: 1) The plan should call for a developer impact fee for public art; and 2) The plan should call for a full-time position for the arts, either city or contracted staff.

Staff incorporated these recommendations where feasible. The plan identifies possible funding options such as art in private development, including a development impact fee, percent-for-art program, or similar approaches, and it also contemplates strengthening arts administration through dedicated staffing. The Master Plan is a guiding, non-binding policy document. Any future actions, such as creating a fee, adding staff, or allocating funding would require separate City Council direction and approval through future policy actions, budget processes, or ordinance adoption.

As public comment, Dennis Bell said he was not opposed to the plan in general but was not in favor of funding any proposed initiatives with taxpayer dollars. Alejandro Gutierrez, of the Arts Council of San Bernardino County, fully supported the plan, which will serve as a valuable roadmap for the future. Mayor Saucedo agreed that this document was a good starting point. Council Member Davis thanked the consultant, the Cultural Arts Commissioners, and staff for their tireless efforts throughout the development of the plan. She hopes to secure more permanent funding sources to support some of the proposed initiative.

On motion of Council Member Eddie Tejada, seconded, by Council Member Paul Barich, the City Council determined, by roll call vote, that adoption of the Arts and Culture Master Plan is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines; and approved Resolution No. 8735 adopting the Arts and Culture Master Plan.

**Vote:** 5 - 0 Passed

3. Consideration of Resolution No. 8778 providing notice of intent to increase water and wastewater rates, direct staff to issue the required Proposition 218 notice establishing a public hearing date and location, and determine that consideration of the proposed rate increases are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act

Municipal Utilities and Engineering Director Heredia presented Resolution No. 8778 providing notice of intent to increase water and wastewater rates, direct staff to issue the required Proposition 218 notice establishing a public hearing date and location to consider the proposed rate increases. She introduced Utilities Advisory Committee (UAC) Chair John James who provided an overview of the Committee's work. Chapter 2.70 of the Redlands Municipal Code establishes a framework for a citizen committee, the UAC, to help develop fair and equitable rates to cover costs of services for the City's water and wastewater utilities. The seven member UAC worked with MUED staff and the City's Utility Rate Consultant, Raftelis, to develop rate recommendations that provide adequate revenue to recover costs for services, are equitable to all customer classes, comply with state and federal laws, and are easily explained to customers.

The Committee analyzed overall financial needs to maintain safe, reliable systems and service to residents and overall operations. They examined the Operation and Maintenance costs, capital investment, revenue projects at current rates, reserve balances, reserve balance target, required revenue adjustments to maintain reserves, and the desire to keep a high credit rating.

The Utility Advisory Committee and staff recommended the following water and wastewater rate increases:

Water:

- A two-and-a-half percent (2.5%) rate increase effective January 1, 2027, in FY 26/27
- A two-and-a-half percent (2.5%) rate increase effective July 1, 2027, in FY 27/28
- A two-and-a-half percent (2.5%) rate increase effective July 1, 2028, in FY 28/29

Wastewater:

- A seven percent (7%) rate increase effective January 1, 2027, in FY 26/27
- A seven percent (7%) rate increase effective July 1, 2027, in FY 27/28
- A seven percent (7%) rate increase effective July 1, 2028, in FY 28/29

As public comment, UAC Member Paul Toor stated the infrastructure needs are substantial. Council Members thanked the UAC, the consultant and staff for their diligence and commitment to keeping rate increases below double digits. Mayor Saucedo emphasized that rate increases are necessary due to the demands placed on the Wastewater Treatment Plant, the rising cost of services and the need for infrastructure upgrades. City Manager Duggan responded to Council Member Barich, clarifying that the first increase in January 2027 for combined charges of water and wastewater is \$8.32 for two months or \$4.08 per month. It was noted that charges are tailored to individual usage and vary by user.

On motion of Council Member Eddie Tejeda, seconded, by Mayor Mario Saucedo, the City Council determined, by roll call vote, that approval of the proposed water and wastewater rate increases is exempt from environmental review pursuant to Section 15061(b)(3) of the State's CEQA Guidelines; adopted Resolution No. 8778 providing notice of intent to increase water and wastewater rates; and directed staff to issue the required Proposition 218 notice for a public hearing, scheduled on July 7, 2026.

**Vote:** 5 - 0 Passed

4. Consideration of the sole source purchase of the Dispatch Console Radio upgrade to Command Central AXS in the amount of \$370,436.22 and authorization of an additional appropriation in the same amount

Police Chief Tolber reported on the sole source purchase of the Dispatch Console Radio upgrade to Command Central AXS in the amount of \$370,436.22 and authorization of an additional appropriation in the same amount.

On motion of Mayor Pro Tem Marc Shaw, seconded, by Council Member Eddie Tejeda, the City Council approved, by roll call vote, the sole source purchase of the Dispatch Console Radio upgrade to Command Central AXS in the amount of \$370,436.22 and authorization of an additional appropriation in the same amount.

**Vote:** 5 - 0 Passed

5. Consideration of a Sole Source Purchase Order Modification with Ray Gaskin Service in the amount of \$185,000, to a total amount not to exceed \$385,000, for the procurement of original equipment manufacturer (OEM) parts for Solid Waste Division fleet vehicles

Facilities and Community Services Department Director Crocker summarized a Sole Source Purchase Order Modification with Ray Gaskin Service in the amount of \$185,000, to a total amount not to exceed \$385,000, for the procurement of original equipment manufacturer (OEM) parts for Solid Waste Division fleet vehicles.

On motion of Council Member Eddie Tejeda, seconded, by Mayor Mario Saucedo, the City Council approved, by roll call vote, a Sole Source Purchase Order Modification with Ray Gaskin Service in the amount of \$185,000, to a total amount not to exceed \$385,000, for the procurement of original equipment manufacturer (OEM) parts for Solid Waste Division fleet vehicles.

**Vote:** 5 - 0 Passed

6. Consideration of the First Amendment to an agreement with Kalmikov Enterprises, Inc., dba Fire Apparatus Solutions, to increase total compensation by \$93,600 to a total amount not to exceed \$1,012,800; and a First Amendment to an agreement with Wastebuilt Environmental Solutions, LLC., to increase total compensation by \$390,000 to an amount not to exceed \$990,000, for fleet maintenance, parts and repairs

Facilities and Community Services Department Director Crocker explained the need to amend the agreement with Kalmikov Enterprises, Inc. due to unanticipated repair costs for Medic Engine 264 after a June 28, 2025 collision in which the City was found not at fault. The First Amendment with Kalmikov, dba Fire Apparatus Solutions, increases the contract by \$93,600 to a new total not to exceed \$1,012,800, with \$400,000, associated with the repair, allocated for FY 2025-26 for the second extended term.

Wastebuilt Environmental Solutions, LLC, has become the sole provider of AMREP parts and services. The first amendment to the agreement will increase the agreement to an amount not-to-exceed \$390,000 for the second extended term and \$400,000 for the third and final extended term, resulting in a three-year total contract amount not to exceed \$990,000, an increase of \$390,000. This increase accounts for the unanticipated costs resulting from damage to Solid Waste Unit 850 and the loss of AMREP as a supplier of parts and services.

On motion of Council Member Eddie Tejada, seconded, by Mayor Pro Tem Marc Shaw, the City Council approved, by roll call vote, the First Amendment to an agreement with Kalmikov Enterprises, Inc., dba Fire Apparatus Solutions, to increase the total compensation by \$93,600 to a total amount not to exceed \$1,012,800; and approved the First Amendment to an agreement with Wastebuilt Environmental Solutions, LLC., to increase the total compensation by \$390,000 to an amount not to exceed \$990,000, for fleet maintenance, parts and repairs.

**Vote:** 5 - 0 Passed

7. Consideration of a Cooperative Purchase of two Ford F-750 flatbed trucks from PB Loader Corporation for an amount not to exceed \$368,361.98

Facilities and Community Services Department Director Crocker presented a Cooperative Purchase of two Ford F-750 flatbed trucks from PB Loader Corporation for an amount not to exceed \$368,361.98. The proposed purchase of a new flatbed truck and a flatbed concrete truck will replace existing units 423 and 460, both 2005 Chevrolet Topkicks that have exceeded their useful service life. As a result, these vehicles are experiencing increasingly frequent mechanical issues, leading to operational delays and higher maintenance costs.

On motion of Mayor Pro Tem Marc Shaw, seconded, by Council Member Eddie Tejada, the City Council approved, by roll call vote, a cooperative piggyback contract request for the purchase of two Ford F-750 Flatbed trucks from PB Loader Corporation for an amount not-to-exceed \$368,361.98.

**Vote:** 5 - 0 Passed

8. Consideration of Resolution No. 8780 amending and restating Resolution No. 8220 to revise the City's In-Kind Support Policy for Special Events and determine that adopting Resolution No. 8780 is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines

Assistant City Manager Boatman introduced the recommendations to consider revising Resolution No. 8220, adopted in 2021, to establish a formal policy for evaluating requests from nonprofit organizations seeking in-kind support and City resources for special events. In general, these recurring community events contribute to the character and vitality of Redlands. The revision responds to rising City service costs and the need to better manage limited staff and budget resources while preserving core municipal services. Exhibit "A" lists the events eligible for continued in-kind support and only those approved events would qualify under the new policy. Events not on the list could still occur with permits and approvals, but they would no longer receive in-kind support and would instead be subject to a fee-based model for City services.

With Council Member's direction, staff will return within 90 days with a proposed fee schedule for special event services, including coordination, public safety, street closures, traffic control, and other operational support.

A temporary 90-day pause on processing applications for non-listed events is recommended while the fee schedule is developed, allowing the City to transition to a clearer and more sustainable framework.

As public comment, Dennis Bell said the bloated list of eligible events negatively affected the City budget and he was uncomfortable with giving away taxpayer money without asking any questions. Redlands Chamber of Commerce Executive Director Evan Sanford raised concerns about the policy despite being aware of rising costs associated with these events. He argued the policy could stifle creativity and discourage organizers from creating new events.

Council Member Davis did not want to dissuade organizers from holding community events which bring a vibrant element to the community, and she was hesitant to support the policy. Council Members discussed the merits of the proposal and agreed that events add value to the City in several ways, including generating increased sales tax revenue.

On motion of Council Member Eddie Tejeda, seconded, by Council Member Paul Barich, the City Council approved, by roll call vote, Resolution No. 8780, establishing a revised policy for in-kind support and limiting eligibility to events identified on Exhibit "A" (Fiscal Year 2024/2025 Approved Events List); and directed staff to return within ninety (90) days with a proposed fee schedule establishing charges for City services associated with special events, including but not limited to staff time, public safety services, street closures, traffic control, and operational support; and directed that the City not accept or process applications for events not included on Exhibit "A" for a period of ninety (90) days, to allow for the development and adoption of the fee schedule.

**Vote:** 4 - 1 Passed (Nay - Council Member Davis)

## **L. Individual Council Member Announcements and/or Reports on Activities**

Redlands Animal Services Kennel Expansion - Council Members participated in the Ribbon Cutting event held on April 9 and toured the new kennels. They were thrilled with the results which enhance the Center's ability to care for animals.

Mayor Saucedo celebrated Earth Day, attended the unveiling of the new Garner Holt teen innovation center at the Boys and Girls Club, inspiring entrepreneurship, the annual "Teachers of Excellence program, hosted by the LDS Church, raised a shovel at the groundbreaking ceremony for the future home of the Police Department, and appreciated the annual Flag Raising Ceremony, held at the Burrage Mansion in celebration of the Pledge of Allegiance tradition.

Mayor Pro Tem Shaw attended the annual "Teachers of Excellence program, hosted by the Church of Latter-day Saints (LDS), honoring outstanding educators in the Redlands Unified School District and raised a shovel at the groundbreaking ceremony for the future home of the Police Department.

Council Member Barich enjoyed the Redlands Benchwarmers Roast of Martha Green, attended Earth Day events, participated in the Food Security Task Force Committee meeting, and appreciated the annual Flag Raising Ceremony, held at the Burrage Mansion in celebration of the Pledge of Allegiance tradition. He spoke at the Smiley Public Library's Adult Literacy Community Event and raised a shovel at the groundbreaking ceremony for the future home of the Police Department.

Council Member Tejeda attended the Redlands Bicycle Classic, the annual "Teachers of Excellence program, hosted by the LDS Church, honoring outstanding educators in RUSD, and participated in "Sunshine Day" at the Orange Show offering a free event to children with special needs.

Council Member Davis celebrated Earth Day at the Library and toured Three Sisters Farm in San Timoteo Canyon.

## **M. Adjournment**

There being no further action required the meeting adjourned at 7:58 P.M. in honor of Thomas Breitreuz, a member of the Municipal Utilities and Public Works Commission, who recently passed away. He will be remembered for his dedication and service to the community. The next regular meeting of the City of Redlands City Council will be held on May 5, 2026.



**City Council**

**AGENDA ITEM NO. 12.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Authorize issuance of a proclamation declaring May 7, 2026, as National Day of Prayer in the City of Redlands (Mayor Saucedo )

---

**MOTION:**

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

I move to authorize issuance of a proclamation declaring May 7, 2026, as National Day of Prayer in the City of Redlands.

**Attachments**

[National Day of Prayers 2026.pdf](#)

# PROCLAMATION

## *National Day of Prayer*

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

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Redlands does hereby proclaim May 7, 2026, as the National Day of Prayer and urges all citizens to observe this day in keeping with their personal beliefs.

**IN WITNESS WHEREOF**, we hereunto affix our signatures and Official Seal of the City of Redlands on this 5<sup>th</sup> day of May 2026.

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Mario Saucedo, Mayor

*Attest:*

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Jeanne Donaldson, City Clerk



**City Council**

**AGENDA ITEM NO. 13.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Authorize issuance of a proclamation declaring the month of May 2026, as Asian American Pacific Islander Heritage Month (Mayor Saucedo )

---

**MOTION:**

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

I move to authorize issuance of a proclamation declaring the month of May 2026, as Asian American Pacific Islander Heritage Month.

**Attachments**

[Asian American Pacific Islander Heritage Month 2026.pdf](#)

# PROCLAMATION

## *Asian American Pacific Islander Heritage Month*

**WHEREAS**, the month of May was chosen as Asian Pacific American Heritage Month to commemorate the immigration of the first Japanese citizen, Nakahama Manjiro, to the United States on May 7, 1843, but also the anniversary of the May 10, 1869, completion of the first Transcontinental Railroad, built with the back-breaking labor of nearly 20,000 Chinese immigrants; and

**WHEREAS**, while we celebrate the achievements and contributions of Asian Americans and Pacific Islanders that enrich our history, society, and culture, we must also acknowledge the challenges Asian Americans and Pacific Islanders face and strive to foster greater understanding, unity, and learning; and

**WHEREAS**, Asian Americans and Pacific Islanders have distinguished themselves as leading researchers in science, medicine, and technology; innovative farmers and ranchers; distinguished lawyers, judges and government leaders; in the arts, literature, and sports; as war heroes who defended our country from fascism; and as peacetime healthcare heroes; and

**WHEREAS**, the Redlands Japanese Cultural Center is non-profit organization dedicated to celebrating Japanese culture and arts, preserving Japanese American heritage, and serving the wider Inland Empire community; and

**WHEREAS**, the Redlands Japanese Cultural Center is committed to deepening its role as a regional leader in cross-cultural exchange by establishing a cultural collection and researching local history, all while broadening their educational outreach and social services to strengthen the social fabric of Redlands; and

**WHEREAS**, today more than 20 million Asian Americans and Pacific Islanders live in the United States, and through their actions, make America a more vibrant, prosperous, and secure nation;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Redlands does hereby proclaim May 2026 as *Asian American Pacific Islander Heritage Month* in the City of Redlands and encourages residents, businesses, and institutions to learn more about Asian American and Pacific Islander heritage, and work to combat racism and xenophobia as we celebrate this month.

**IN WITNESS WHEREOF**, we hereunto affix our signatures and Official Seal of the City of Redlands on this 5<sup>th</sup> day of May 2026.

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Mario Saucedo, Mayor

*Attest:*

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Jeanne Donaldson, City Clerk



**City Council**

**AGENDA ITEM NO. 14.**

**DATE:** May 5, 2026  
**TO:** Honorable Mayor and City Council Members  
**SUBJECT:** Approve Side Letter between the City of Redlands and the Redlands Association of Department Directors (Assistant City Manager McConnell)

---

**MOTION:**

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

I move to approve the side letter of agreement between the City and the Redlands Association of Department Directors.

**RECOMMENDATION:**

Staff recommends that the City Council approve the side letter of agreement between the City and the Redlands Association of Department Directors.

**DISCUSSION:**

On March 16, Sean Reilly was promoted to the position of Development Services Director. This position is covered by the Memorandum of Understanding (MOU) between the City of Redlands and the Association of Department Directors (RADD). The RADD MOU provides for annual leave with a cap of 900 hours. Previously, Director Reilly belonged to the Redlands Association of Mid-Management Employees which provides vacation, executive leave and sick leave. Due to Director Reilly's tenure with the City, his leave balances in total exceed the 900-hour leave cap currently provided under the RADD MOU. The attached side letter provides Director Reilly up until December 31, 2027, to utilize or sell his earned leave while continuing to accrue leave.

All other provision of the MOU are unaffected by this side letter of agreement.

**SUBMITTED BY:**

Janice McConnell, Assistant City Manager

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Rachel Tolber, RADD President

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Janice McConnell, Assistant City Manager

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**FISCAL IMPACT**

**Discussion:**

There is no fiscal impact associated with the approval of this side letter of agreement.

In effect, the side letter will reduce the City's compensated absences balance by an amount commensurate with hours accrued in excess of the 900-hour limit by the December 2027 date. This liability could be liquidated (reduced) in the form of compensated time off or cash payouts to employee deferred compensation plan.

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**Attachments**

[RADD\\_Side\\_Letter\\_-\\_SReilly.pdf](#)

**Side Letter to the Current Memorandum of Understanding between the City of Redlands and the Redlands Association of Department Directors (RADD)**

On June 20, 2023, the City Council approved a Memorandum of Understanding (MOU) between the City of Redlands (“the City”) and the Redlands Association of Department Directors (“RADD”), effective July 1, 2023 – June 30, 2026.

This side letter agreement between the City of Redlands (“the City”) and the Redlands Association of Department Directors (“RADD”) is hereby entered into agreement on this 5<sup>th</sup> day of May, 2026. The parties agree to the following:

Commencing with the date that Sean Reilly was appointed by the City Manager to the position of Development Services Director, Director Reilly shall have up to and including the date of December 31, 2027, to decrease his accrued unused hours of leave (“Director’s Accumulated Leave”) as of the commencement date to nine hundred (900) hours or less. In the event Director Reilly’s leave balance is in excess of 900 hours as of December 31, 2027, Director Reilly will no longer accrue leave until his balance is below 900 hours.

It should be noted that if RADD and the City mutually agree to modify the cap of annual leave in the successor MOU effective July 1, 2026, Director Reilly will have until December 31, 2027, to decrease his accrued unused hours of leave below the new cap. In the event Director Reilly’s leave balance is in excess of the new cap as of December 31, 2027, Director Reilly will no longer accrue leave until his balance is below the cap as outlined in the successor MOU between RADD and the City.

CITY OF REDLANDS

\_\_\_\_\_  
Mario Saucedo, Mayor

\_\_\_\_\_  
Date

REDLANDS ASSOCIATION OF  
DEPARTMENT DIRECTORS

\_\_\_\_\_  
Rachel Tolber, President

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk



**City Council**

**AGENDA ITEM NO. 15.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Adopt Resolution No. 8776, Rescinding Resolution No. 8105 and Establishing Updated Terms for Portal-to-Portal Compensation for Fire Department Personnel (Fire Chief Sessler)

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**MOTION:**

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

I move to adopt Resolution No. 8776 rescinding Resolution No. 8105, and establishing updated terms and conditions for portal-to-portal compensation for Fire Department personnel.

**RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 8776 rescinding Resolution No. 8105, and establishing terms and conditions for portal-to-portal compensation for Fire Department personnel responding to emergency incidents as dictated by the California Fire Assistance Agreement (CFAA).

**DISCUSSION:**

The California Fire Assistance Agreement (CFAA) is the reimbursement mechanism for local government fire agency responses, through the California Fire Service and Rescue Emergency Mutual Aid System. Under the CFAA, local agencies seeking reimbursement for the provision of personnel and equipment in mutual aid to other jurisdictions, are required to fully document the agency's agreement and compensation.

On March 3, 2015, the City Council adopted Resolution No. 7489, establishing the framework for the City of Redlands Fire Department to apply for and receive reimbursement for mutual aid deployments. On June 16, 2020, the City Council adopted Resolution No. 8105, rescinding Resolution No. 7489 and adding the Deputy Fire Chief as an eligible classification for portal-to-portal compensation. With the adoption of Resolution No. 8776, additional Fire Department classifications will be incorporated as eligible for portal-to-portal compensation during mutual aid responses, ensuring broader alignment with current staffing structures and operational responsibilities. These classifications include the Fire Marshal, Deputy Fire Marshal, Fire Prevention Inspector, Management Analyst, EMS Coordinator, and the Emergency Operations Specialist.

The portal-to-portal compensation concept provides for compensation to Fire Department personnel from the time of dispatch until the units and personnel have returned to quarters and are ready for local response. Under past and current Redlands Professional Firefighter Association and Redlands Association of Fire Management Employees Memorandums of Understanding (MOUs) provisions, all personnel are compensated overtime based on hours worked. The Redlands Association of Department Directors (RADD) MOU provides that personnel will be compensated for all hours worked, including portal-to-portal time, at their regular salary rate.

The proposed resolution would add classifications under the Redlands Civilian Safety Employees Association (RCSEA) MOU, as well as the Redlands Association of Mid-Management Employees (RAMME) MOU. All proposed classifications under the RCSEA MOU would be eligible for overtime compensation based on hours worked. The proposed classifications under the RAMME MOU would be compensated for all hours worked, including portal-to-portal time, at their regular salary rate. Portal-to-portal overtime compensation or portal-to-portal regular salary compensation is in alignment with longstanding labor agreements and is almost universally the standard among municipal fire departments providing mutual aid to other jurisdictions.

Participation in the CFAA strengthens the City's emergency response capabilities by ensuring access to mutual aid resources, supporting fair compensation practices, and maintaining a high level of preparedness. Recent increases in statewide mutual aid requests further highlight the importance of maintaining eligibility for reimbursement and the ability to deploy qualified personnel when needed.

**ALTERNATIVES:**

The City Council may choose not to adopt Resolution No. 8776 expanding the eligible classifications for portal-to-portal compensation.

**STRATEGIC PLAN:**

Priority B - Public Health & Wellness

**SUBMITTED BY:**

Rich Sessler, Fire Chief

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Bruni Reyes, Management Analyst

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**FISCAL IMPACT**

**Fiscal Year:** NA

**Revenue Generating:** Yes

**Amount:** \$

**Budgeted Y/N:**

**Account No.:**

**Additional Appropriation Required:** No

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**Discussion:**

There is no fiscal impact associated with the adoption of Resolution No. 8776. Adopting the resolution will allow fire response personnel, including the additional classifications, to be compensated for portal-to-portal hours per their respective Memorandums of Understanding.

In addition to personnel and equipment costs, the California Fire Assistance Agreement allows reimbursement for overhead charges on all submissions for reimbursement. The overhead charge or administrative rate, is calculated and determined annually. The current fiscal year administrative rate is 22%.

Fiscal Year 2025-2026 Fire Department Mutual Aid Reimbursement Revenue Budget projects revenue in the amount of \$500,000.

**Attachments**

[Resolution\\_No\\_8105.pdf](#)

[Resolution\\_No\\_8776.pdf](#)

RESOLUTION NO. 8105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT, AND RESCINDING RESOLUTION NO. 7489

WHEREAS, the City of Redlands is a public agency located in the County of San Bernardino, State of California; and

WHEREAS, it is the City of Redlands' desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the City of Redlands has in its employ 54 Fire response personnel including the Fire Chief, Deputy Fire Chief, Battalion Chiefs, Fire Captains, Engineers, Firefighter/Paramedics, and Firefighter/EMT; and

WHEREAS, the City of Redlands will compensate its fire response personnel portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the City of Redlands will compensate its fire response personnel overtime in accordance with their respective and current Memorandums of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response;

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

Section 1. Fire response personnel shall be compensated according to Redlands Professional Firefighters, Redlands Association of Fire Management Employees, and/or Redlands Association of Department Directors Memorandums of Understanding

Section 2. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document will be established to compensate such personnel.

Section 3. The City of Redlands Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "Base Rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.


Section 4. Fire response personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

ADOPTED, SIGNED AND APPROVED on this 16th day of June 2020.



Paul W. Foster, Mayor

ATTEST:

  
\_\_\_\_\_  
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 16<sup>th</sup> day of June, 2020, by the following vote:

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

  
\_\_\_\_\_  
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8776

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT, AND RESCINDING RESOLUTION NO. 8105.

WHEREAS, the City of Redlands is a public agency located in the County of San Bernardino, State of California; and

WHEREAS, it is the City of Redlands' desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS, the City of Redlands has in its employ 65 fire response personnel including the Fire Chief, Deputy Fire Chief, Battalion Chiefs, Fire Captains, Engineers, Firefighter/Paramedics, Fire Marshal, Deputy Fire Marshal, Fire Prevention Inspectors, Management Analyst, EMS Coordinator, and the Emergency Operations Specialist; and

WHEREAS, the City of Redlands will compensate its fire response personnel portal-to-portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and

WHEREAS, the City of Redlands will compensate its fire response personnel overtime in accordance with their respective and current Memoranda of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

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

Section 1. Fire response personnel shall be compensated according to Redlands Professional Firefighters Association, Redlands Association of Fire Management Employees, Redlands Association of Department Directors, Redlands Association of Mid-Management Employees, and/or the Redlands Civilian Safety Employees Association Memorandums of Understanding.

Section 2. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document will be established to compensate such personnel.

Section 3. The City of Redlands Fire Department will maintain a current salary survey or acknowledgement of acceptance of the “Base Rate” on file with the California Governor’s Office of Emergency Services, Fire Rescue Division.

Section 4. Fire response personnel will be compensated (portal-to-portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

Section 5. Fire Department response personnel include Fire Chief, Deputy Fire Chief, Battalion Chiefs, Fire Captains, Fire Engineers, Firefighter/Paramedics, Management Analyst, Fire Marshal, Deputy Fire Marshal, Fire Prevention Inspectors, EMS Coordinator, and Emergency Operations Specialist.

Section 6. Resolution No. 8105 is hereby rescinded.

Section 7. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 5<sup>th</sup> day of May, 2026.

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Mario Saucedo, Mayor

ATTEST:

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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 5<sup>th</sup> day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Jeanne Donaldson, City Clerk



**City Council**

**AGENDA ITEM NO. 16.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve a Sole Source Three-Year Agreement with Fifth Asset Inc., dba Debtbook, for the provision of Debt Management Software and Lease/Subscription Management Software in the amount of \$52,500 (Management Services/Finance Director Garcia)

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**MOTION:**

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

I move to approve the sole source three-year agreement with Fifth Asset Inc., dba Debtbook, for the provision of debt management software and lease/subscription management software in the amount of \$52,500.00.

**RECOMMENDATION:**

Staff recommends that the City Council approve the three-year agreement with Fifth Asset Inc., dba Debtbook, for the provision of debt management software and lease/subscription management software in the amount of \$52,500.00.

**DISCUSSION:**

The City of Redlands Finance Department requests authorization to enter into an agreement with Fifth Asset Inc., dba Debtbook, for the provision of debt management software and lease/subscription management software. The Governmental Accounting Standards Board (GASB) issued two accounting and reporting standards for government leases (GASB 87) and subscription-based information technology arrangements (GASB 96). These standards took effect in FY 2022 and FY 2023, respectively, and apply to all reporting periods thereafter.

Prior to using Debtbook's software, the City monitored leases and arrangements manually using Excel spreadsheets. Industry standard states that if a public entity monitors these manually, the manageable quantity should not exceed 50 arrangements. The City currently manages a total of 190 arrangements, an increase from last year's total of 160. Due to the sheer volume of City leases and software arrangements and the complexity of lease accounting calculations, lease and subscription management software has become crucial to the City's financial reporting process.

In addition to providing lease and subscription management software, Debtbook is the only software company that provides debt management software. The Finance Department previously monitored City debts using Excel spreadsheets and currently monitors nine (9) long-term debts. Debtbook's familiarity with public finance has allowed it to tailor its software to contain all of the reporting and compliance features, including automated year-end journal entries, roll-forward schedules, and Annual Comprehensive Financial Report (ACFR) note disclosures.

Debtbook is proposing a three-year agreement for the provision of their software, worth a total of \$52,500.00. In accordance with the City's purchasing approval limits, we are recommending use of Debtbook as a sole source vendor of software that is unique in that it is the only lease and debt software solution purposely built for public sector finance.

**ALTERNATIVES:**

City Council may choose not to approve the three-year agreement with Fifth Asset Inc., dba Debtbook and provide alternative direction to staff.

**STRATEGIC PLAN:**

Not Applicable

**SUBMITTED BY:**

Danielle Garcia, Management Services Director

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney  
Janice McConnell, Assistant City Manager  
Christopher Boatman, Assistant City Manager  
Dana Abramovitz-Daniel, Procurement Manager

**PREPARED BY:**

Valerie Abrego, Management Analyst

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**FISCAL IMPACT**

**Fiscal Year:** FY 2027, 2028, 2029

**Revenue Generating:** No

**Amount:** \$52,500.00

**Budgeted Y/N:** Yes

**Account No.:** 604900

**Additional Appropriation Required:** No

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**Discussion:**

Funding for this software will be included in the IT Department's budget for Fiscal Years 2027-2029 in the annual amount of \$17,500.

**Attachments**

[Agreement\\_w\\_Debtbook.pdf](#)



**ORDER FORM**

**I. General Information**

Customer Information

Customer Billing Information

Customer Name: Redlands, CA ("Customer")  
 Address: 35 Cajon Street, Suite 200  
 Redlands, CA 92373  
 Contact Name: Marie Datuin  
 Email: mdatuin@cityofredlands.org

Address: 35 Cajon Street, Suite 200  
 Redlands, CA 92373  
 Billing Email: mdatuin@cityofredlands.org

Order Form Information

Order Form Effective Date: June 1, 2026

Agreement Effective Date: June 1, 2026

**II. Products & Services**

Treasury				
Item & Description		Year 1	Year 2	Year 3
Debt Accounting Annual recurring fee for DebtBook's debt accounting software-as-a-service application provided to Customer through access to the Application Services	<b>Price</b>	\$3,000.00	\$3,000.00	\$3,000.00
	<b>Discount</b>	(\$3,000.00)	(\$3,000.00)	(\$3,000.00)
	<b>Subtotal</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Debt Management Core Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services	<b>Price</b>	\$15,000.00	\$15,000.00	\$15,000.00
	<b>Discount</b>	(\$6,500.00)	(\$6,500.00)	(\$6,500.00)
	<b>Subtotal</b>	<b>\$8,500.00</b>	<b>\$8,500.00</b>	<b>\$8,500.00</b>

Compliance				
Item & Description		Year 1	Year 2	Year 3
Lease & SBITA Management Complete Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services	<b>Price</b>	\$10,000.00	\$10,000.00	\$10,000.00
	<b>Discount</b>	(\$1,000.00)	(\$1,000.00)	(\$1,000.00)
	<b>Subtotal</b>	<b>\$9,000.00</b>	<b>\$9,000.00</b>	<b>\$9,000.00</b>

Annual Summary	Year 1	Year 2	Year 3
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Recurring Subscription Fees	\$17,500.00	\$17,500.00	\$17,500.00
One-Time Fees	-		
<b>Annual Total</b>	<b>\$17,500.00</b>	<b>\$17,500.00</b>	<b>\$17,500.00</b>
<b>TOTAL</b>			<b>\$52,500.00</b>

III.

**Order Form Terms**

1. **Services.** This Order Form sets forth the Services to be provided to Customer, including the specific Products to be provided to Customer through its access to the Applications Services. For the avoidance of doubt, these Products have been implemented.
2. **Term.** The Initial Term of this Order Form begins on the Order Form Effective Date as indicated above and will continue for 3 years. Thereafter, this Order Form will renew in accordance with the Agreement (as defined below).
3. **Fees.** DebtBook will invoice Customer upon the Order Form Effective Date and Customer will pay Fees herein for the first year of the Initial Term in accordance with the payment terms of the Agreement. All Fees thereafter will be due and payable annually and subject to the payment terms of the Agreement. Each invoice will be emailed to Customer’s billing contact indicated herein.

IV.

**General Terms**

This Renewal Order Form (“Order Form”) and the Services are governed by the written Master Services Agreement (the “Agreement”) executed between the Parties. By executing this Order Form and the Master Services Agreement, the Parties agree that the Agreement replaces and terminates any existing agreement or terms and conditions governing the Services described herein. The Agreement supersedes any prior discussion or representations regarding Customer’s purchase and use of the Products and Services described in this Order Form and replaces any existing agreement or terms and conditions governing the Services herein. Each of the undersigned represents that (1) they are authorized to execute and deliver this Order Form on behalf of their respective party, (2) they are authorized to bind their respective party to the terms of the Agreement, and (3) if Customer is a Government Entity, sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer’s current fiscal year. Capitalized terms not defined in this Order Form will have the same meaning ascribed to them as set forth in the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

**Fifth Asset, Inc. d/b/a DebtBook**

**Redlands, CA**

By:

By:

Name:

Name: Mario Saucedo

Title:

Title: Mayor

Date:

Date:

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the Effective Date by and between DebtBook and the customer signing below (“Customer”). By executing the Order Form and using any of the Services, Customer agrees to be bound by this Agreement. In consideration of the mutual covenants and conditions contained in this Agreement and intending to be legally bound, the Parties agree as follows:

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services, including Customer’s configuration, usage, and interaction with the Services, such as feature usage patterns, performance metrics, technical diagnostics, and other operational insights, which may be derived from Customer Data.

“**Agreement**” means, collectively and to the extent applicable, this Master Services Agreement and incorporates the Order Form, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Services**” means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Effective Date**” means the date of last signature of the Order Form and/or Agreement, unless a specific Effective Date is set forth on the Order Form.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Guided Implementation Services**” means DebtBook’s standard Implementation Services option, including basic implementation support, guidance, and training.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

“**Implementation Services**” means DebtBook’s implementation services, in each case as set forth in the applicable Order Form.

**"Incorporated Documents"** means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into this Agreement by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

**"Initial Term"** means the Initial Term established in the Order Form.

**"Order Form"** means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and this Agreement.

**"Premium Implementation Services"** means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, and entry of relevant Customer Data.

**"Privacy Policy"** means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

**"Products"** means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

**"Renewal Term"** means any renewal term established in accordance with the terms of the Agreement.

**"Services"** means, collectively, the Application Services, the Implementation Services, and the Support Services, or any additional services identified on the applicable Order Form. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

**"SLA"** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

**"Support Services"** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**"Term"** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**"Usage Policy"** means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms. Each capitalized term used but not otherwise defined in this Agreement has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a worldwide, non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by this Agreement) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policy, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or

otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

(g) AI Features. To the extent DebtBook uses artificial intelligence ("**AI**") to provide features to Customer via the Services (the "**AI Features**"), DebtBook will not allow any third party to use Customer Data to train any AI without Customer's prior written consent. Notwithstanding the foregoing, Customer Data may be used to train Customer tenant-specific AI models to provide customized findings and recommendations to Customer solely for Customer's benefit. Customer acknowledges that other customers providing similar AI Input to the AI Features may receive the same or similar AI Output. For the avoidance of doubt, Customer retains all right, title and interest in Customer Data contained in AI Inputs and AI Outputs. Customer acknowledges and agrees that Customer is responsible for reviewing and validating AI Output for its needs and technical environment before electing to use AI Output. Customer agrees to comply with any applicable AI Feature restrictions described in the Documentation. "**AI Input**" means any input provided to an AI Feature. "**AI Output**" means any output generated and returned to by an AI Feature.

### 3. Services and Support.

(a) Order Forms. The Services, and any Service specific terms and conditions, will be set forth in the Order Form, governed by this Agreement. Customer's execution of an Order Form constitutes a binding commitment to purchase the Services specified in such Order Form.

(b) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(c) Implementation Services. DebtBook will provide Implementation Services for each Product at the level indicated for such Product in the applicable Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(d) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

### 4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "**Fees**"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Order Form. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. To the extent permitted by applicable law, if

Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, or (2) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential ("**Confidential Information**")". For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, subpoena or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire one year from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law; except for Confidential Information that constitute trade secrets that are destroyed or returned pursuant to subsection (c) above.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that there shall be no liability to Customer for disclosure of Confidential Information by Customer pursuant to the public records laws, policies, and regulations of the Governing State. Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially

transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook will destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP AND ANY AI OUTPUT IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's sole negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. The Initial Term of the Agreement is set forth in the Order Form. In the event Customer has multiple terms, this Agreement will remain in effect until the expiration or termination of all Order Forms.

(b) Renewal. This Agreement will renew upon the mutual written consent of the parties.

(c) Termination.

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(d) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, this Master Services Agreement, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) Order Form, (2) the Master Services, and (3) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form or the Master Services Agreement will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a “**Notice**”) must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the Order Form and, if to DebtBook, at the following address: **PO Box 667950, Charlotte, NC 28266.**

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party’s reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party’s prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form or this Agreement, if applicable, by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

**Fifth Asset, Inc. d/b/a DebtBook**

**Redlands, CA**

By:

By:

Name:

Name: Mario Saucedo

Title:

Title: Mayor

Date:

Date:

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk



**City Council**

**AGENDA ITEM NO. 17.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Reject all bids for the Redlands Wastewater Treatment Plant Upgrades - Phase 2, Project No. 521006, and direct staff to solicit new bids for the project (Municipal Utilities and Engineering Director Heredia)

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**MOTION:**

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

I move that the City Council reject all bids received for the Wastewater Treatment Plant Upgrades Phase 2, and direct staff to solicit new bids.

**RECOMMENDATION:**

Staff recommends that the City Council reject all bids received for the Wastewater Treatment Plant Upgrades Phase 2, Project No. 521006, and direct staff to solicit new bids for the project.

**DISCUSSION:**

The City of Redlands has owned and operated a Wastewater Treatment Plant (WWTP) since 1962. The WWTP was expanded and upgraded in 1972, 1988, and 2004. These improvements were prompted by regulatory requirements and population growth. In 2004, a membrane bioreactor (MBR) filtration and disinfection process was installed to increase total treatment capacity to 9.5 million gallons per day (MGD). The MBR treatment process is capable of treating 6.0 MGD of wastewater to Title 22 recycled water standards, and operates in parallel with a 3.5 MGD conventional treatment process. Recycled water is used by Southern California Edison's Mountainview Power Plant as a cooling tower and landscape irrigation water, and by commercial customers located north of the I-10 and west of the I-210 freeways as landscape irrigation water. The conventional treatment process discharges treated effluent to City-owned infiltration basins to recharge the groundwater basin. To ensure efficient operations and treat incoming flows, improvements to the WWTP are necessary, based on the completed assessment of the plant and treatment processes.

Pursuant to City Council approval of a Professional Services Agreement with Parsons Water & Infrastructure Inc. (Parsons) for the WWTP Treatment Plant Upgrades Phase 2 Project, final design of the project has been completed. Following design completion, MUED staff, in coordination with Parsons, prepared a bid package that includes multiple additive bid items to maximize the use of the \$45 million State Revolving Fund (SRF) loan secured for the project.

Following the finalization of the bidding package, MUED staff advertised the Project for bids on February 5, 2026. On April 2, 2026, the City Clerk's Office received and publicly opened five (5) bids. The Bid Opening Report is attached to this staff report and summarized in the table below:

**BID OPENING REPORT SUMMARY**

<b>BIDDERS</b>	<b>BASE BID AMOUNT</b>	<b>ADDITIVE BID "A" AMOUNT</b>	<b>ADDITIVE BID "B" AMOUNT</b>	<b>ADDITIVE BID "C" AMOUNT</b>	<b>ADDITIVE BID "D" AMOUNT</b>
1. GSE Construction Company, Inc., Livermore, CA	\$49,794,000	\$3,395,100	\$12,006,000	\$6,668,000	\$4,703,000
2. Caliagua, Inc., Yorba Linda, CA	\$57,484,300	\$4,943,600	\$17,226,900	\$10,505,000	\$8,430,000
3. Pacific Hydrotech Corporation, Perris, CA	\$58,555,000	\$4,434,000	\$15,716,300	\$9,123,700	\$5,960,500
4. Mountain Cascade, Inc., Livermore, CA	\$58,710,000	\$4,164,000	\$15,060,000	\$8,742,000	\$6,232,000
5. J.R. Filac Construction Company, Escondido, CA	\$63,380,000	\$6,575,000	\$15,005,000	\$11,345,000	\$6,905,000

The bid schedule for this Project was structured to include a Base Bid and multiple Additive Bids. The Base Bid represents the core scope of work necessary to achieve the primary project objectives, including improvements to headworks, primary treatment, peak-flow facilities, aeration basins, digestion systems, plant-wide electrical and SCADA systems upgrades, and associated civil and structural work.

In addition to the Base Bid, the Project included Additive Bid items ("A" through "D"), which consist of additional work that may be awarded depending on available funding. These additives include improvements such as additional pumping and thickening system upgrades, including peak ponds improvements, (Additive Bid "A"), dewatering system upgrades (Additive Bid "B"), construction of an additional digester (Additive Bid "C"), and expansion of membrane bioreactor (MBR) capacity and related process improvements (Additive Bid "D"). These additive bid items also include associated civil, structural, electrical, and instrumentation and control work, including SCADA integration, necessary to fully implement each improvement.

All bids significantly exceed the construction cost estimate and available Project funding. Staff recommends that the City Council reject all bids and direct staff to re-advertise the Project. If approved, staff will refine the scope of work, and the Project will be re-advertised in late May 2026.

**ALTERNATIVES:**

The City Council may deny the staff recommendation and provide an alternative direction.

**STRATEGIC PLAN:**

N/A

**SUBMITTED BY:**

Monica Heredia, Municipal Utilities and Engineering Director

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

Goutam K. Dobey, City Engineer

**PREPARED BY:**

Gerard Nepomuceno, Senior Civil Engineer

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**FISCAL IMPACT**

**Discussion:** There is no fiscal impact associated with rejecting all bids received.

**Attachments**

[Bid\\_Opening\\_Report.pdf](#)


**CITY OF REDLANDS  
OFFICE OF THE CITY CLERK  
BID OPENING REPORT**

The following bid was opened on the **2<sup>nd</sup> day of April 2026 at 1:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Wastewater Treatment Plant Upgrades - Phase 2, Project No. 521006.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

<b>No.</b>	<b>Plan Holder's Name</b>	<b>Base Bid Amount</b>	<b>Additive Bid "A" Amount</b>	<b>Additive Bid "B" Amount</b>	<b>Additive Bid "C" Amount</b>	<b>Additive Bid "D" Amount</b>
<b>1</b>	GSE Construction Company, Inc. Livermore, CA	\$49,794,000.00	\$3,395,100.00	\$12,006,000.00	\$6,668,000.00	\$4,703,000.00
<b>2</b>	Caliagua, Inc., Yorba Linda, CA	\$57,484,300.00	\$4,943,600.00	\$17,226,900.00	\$10,505,000.00	\$8,430,000.00
<b>3</b>	Pacific Hydrotech Corporation, Perris, CA	\$58,555,000.00	\$4,434,000.00	\$15,716,300.00	\$9,123,700.00	\$5,960,500.00
<b>4</b>	Mountain Cascade, Inc., Livermore, CA	\$58,710,000.00	\$4,164,000.00	\$15,060,000.00	\$8,742,000.00	\$6,232,000.00
<b>5</b>	J.R. Filanc Construction Company, Escondido, CA	\$63,380,000.00	\$6,575,000.00	\$15,005,000.00	\$11,345,000.00	\$6,905,000.00

\* All plan holders signed bids, included bid bonds, and acknowledged (4) addenda.

\*\* Bids sorted lowest to highest by Base Bid Amount

  
 Jeanne Donaldson, City Clerk  
 City of Redlands, California

Emailed: Councilmembers,  
 City Manager, PIO, Press  
 Department Head: Ray Casey  
 Staff: Goutam Dobey, Gerard Nepomuceno



**City Council**

**AGENDA ITEM NO. 18.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve a Purchase Order Modification in the amount of \$87,000 with Flock Group, Inc. for the remainder of the fiscal year (Police Chief Tolber)

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**MOTION:**

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

I move that the City Council approve a purchase order modification in the amount of \$87,000 with Flock Group, Inc. for the remainder of fiscal year 2025-26.

**RECOMMENDATION:**

Staff recommends City Council authorize staff to execute the modification of an existing purchase order in the amount of \$87,000 with Flock Group, Inc. for the remainder of the fiscal year.

**DISCUSSION:**

On November 4, 2025, the City approved a sole-source purchase with Flock Group, Inc. for the renewal of leases for automated license plate recognition (ALPR) cameras deployed throughout the city. The ALPR cameras have been instrumental in providing crucial investigative leads in numerous crimes, including robbery, burglary, and sexual assault and continue to serve as a valuable tool in enhancing public safety and supporting law enforcement operations.

The requested increase of \$87,000 is supported by a combination of renewal invoices and phased subscription quotes to reflect ongoing subscription and licensing services for existing ALPR camera deployments. Specifically, the funding supports a total of 29 deployed ALPR cameras across multiple phases, including 13 cameras under an existing renewal invoice, 5 cameras under a separate renewal invoice, 8 cameras included in the Phase 5 subscription quote, and 3 cameras included in the Phase 8 subscription quote.

In addition, the increase primarily supports subscription services for the second year of a 24-month term, as reflected in the two invoices attached to the staff report and consistent with the vendor's invoicing for the 2026–2027 service period. The other two quotes cover the first year of the contract. This funding request is intended to cover service costs within the current fiscal year. By approving this modification, the City will remain current with its contractual obligations and avoid any interruption in service.

Staff is requesting additional funds to maintain continuity of services for the ALPR cameras. The current purchase order amount is \$133,500. With the approval of these additional funds, the total purchase order amount will increase to \$220,500. Funding will come from the City's approved Citizens' Option for Public Safety (COPS) program budget.

**ALTERNATIVES:**

City Council may elect not to approve the PO modification. However, this will adversely affect our ALPR system operations to assist in solving crimes in the City of Redlands and throughout our region.

**STRATEGIC PLAN:**

Not applicable.

**SUBMITTED BY:**

Rachel Tolber, Police Chief

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

Dana Abramovitz-Daniel, Procurement Manager

**PREPARED BY:**

Jimmy Nguyen, Management Analyst

---

**FISCAL IMPACT**

**Fiscal Year:** 2025-26

**Revenue Generating:** No

**Amount:** \$87,000

**Budgeted Y/N:** Y

**Account No.:** S249001

**Additional Appropriation Required:** No

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**Discussion:**

There is no fiscal impact associated with this action. Sufficient funding remains in the FY25-26 account 249200.

**Attachments**

[Redlands\\_Phase\\_5\\_Renewal\\_Quote.pdf](#)

[Redlands\\_Phase\\_8\\_Renewal\\_quote.pdf](#)

[Flock\\_Safety\\_INV-87877\\_2026-02-25\\_Redacted.pdf](#)

[Flock\\_Safety\\_INV-88905\\_2026-03-09\\_Redacted.pdf](#)

## Flock Safety + CA - Redlands PD

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Connor Christon  
connor.christon@flocksafety.com  
3105699953

Created Date: 04/06/2026  
Expiration Date: 10/02/2025  
Quote Number: Q-160494  
PO Number:

# flock safety

## Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1270 W Park Ave Redlands, California 92373

Ship To: 1270 W Park Ave Redlands, California 92373

Billing Company Name: CA - Redlands PD

Subscription Term: 12 Months

Billing Contact Name:

Renewal Term:

Billing Email Address:

Payment Terms: Net 30

Billing Phone:

Billing Frequency: Annual - First Year at Signing.

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$24,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™ -	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety LPR, fka Falcon	Included	8	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

<b>Subtotal Year 1:</b>	\$24,000.00
<b>Annual Recurring Subtotal:</b>	\$24,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$24,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.



## Product and Services Description

Flock Safety Platform Items	Product Description
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One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
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## Flock Safety + CA - Redlands PD

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Connor Christon  
connor.christon@flocksafety.com  
3105699953

Created Date: 04/07/2026  
Expiration Date: 05/06/2026  
Quote Number: Q-197964  
PO Number:

# flock safety

## Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1270 W Park Ave Redlands, California 92373

Ship To: 1270 W Park Ave Redlands, California 92373

Billing Company Name: CA - Redlands PD

Subscription Term: 24 Months

Billing Contact Name:

Renewal Term:

Billing Email Address:

Payment Terms: Net 30

Billing Phone:

Billing Frequency: Annual - First Year at Signing.

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$9,000.00</b>
<b>Flock Safety LPR Products</b>			
Flock Safety LPR, fka Falcon	Included	3	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee		0	\$0.00

<b>Subtotal Year 1:</b>	\$9,000.00
<b>Annual Recurring Subtotal:</b>	\$9,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$18,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.



## Product and Services Description

Flock Safety Platform Items	Product Description
<b>One-Time Fees</b>	<b>Service Description</b>
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Create a list of vehicles of interest and receive real-time alerts when they're detected by your Flock LPR cameras.

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-87877  
Invoice Date: 2/25/2026  
Due Date: 3/27/2026  
Payment Terms: Net 30  
PO#:



Bill To: CA - Redlands PD  
Redlands, California, 92373

Ship To: CA - Redlands PD  
1270 W Park Ave  
Redlands, California 92373

Billing Company Name: CA - Redlands PD  
Billing Contact Name: Accounts Payable  
Billing Email Address: [accounts payable@cityofredlands.org](mailto:accounts payable@cityofredlands.org)

Payment Terms: Net 30  
Contracted Billing Structure: Annual

Notes: Renewal Opportunity: Year 2 of 24 Month Term, 2026 - 2027

*Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.*

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS™	1	\$0.00	\$0.00	\$0.00
Flock Safety LPR, fka Falcon	13	\$3,000.00	\$0.00	\$39,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services:

**Subtotal:** \$39,000.00  
**Sales Tax:** \$0.00  
**Credit:** \$0.00  
**Payments:** \$0.00  
**Balance Due:** \$39,000.00

If you have questions about your invoice, are providing an exemption certificate or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.



**INVOICE**

**Flock Group Inc dba Flock Safety**  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-87877  
Invoice Date: 2/25/2026  
Due Date: 3/27/2026  
Payment Terms: Net 30  
PO#:

**Payment Remittance Information**

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-87877  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

**Pay by ACH:**

Account Legal Name: Flock Group Inc.

██████████ ██████████  
██████████ ██████████  
██

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

If sending via Flock Group Inc  
USPS: PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc  
UPS, FedEx or 891923  
USPS: 885 East Collins Boulevard,  
Suite 110  
Richardson, TX 75081

Account: CA - Redlands PD

Invoice #: INV-87877

Amount Due: **\$39,000.00**

Amount Enclosed: \$ \_\_\_\_\_

# flock safety

## INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-88905  
Invoice Date: 3/9/2026  
Due Date: 4/8/2026  
Payment Terms: Net 30  
PO#:



Bill To: CA - Redlands PD  
Redlands, California, 92373

Ship To: CA - Redlands PD  
1270 W Park Ave  
Redlands, California 92373

Billing Company Name: CA - Redlands PD  
Billing Contact Name: Accounts Payable  
Billing Email Address: [accounts payable@cityofredlands.org](mailto:accounts payable@cityofredlands.org)

Payment Terms: Net 30  
Contracted Billing Structure: Annual

Notes: Renewal Opportunity: Year 2 of 24 Month Term, 2026 - 2027

*Please note a minor change to our invoices starting February 1, 2025 updating product/SKU names listed in each line item. This change is only to naming conventions and will not affect the products, functionality, or services you receive from Flock Safety. Please update your payment system to reflect these new product/SKU names as needed.*

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS™	1	\$0.00	\$0.00	\$0.00
Flock Safety LPR, fka Falcon	5	\$3,000.00	\$0.00	\$15,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services:

**Subtotal:** \$15,000.00  
**Sales Tax:** \$0.00  
**Credit:** \$0.00  
**Payments:** \$0.00  
**Balance Due:** \$15,000.00

If you have questions about your invoice, are providing an exemption certificate or need to update your billing contact information, please email [billing@flocksafety.com](mailto:billing@flocksafety.com) or call 866-901-1781, option 3.



# INVOICE

Flock Group Inc dba Flock Safety  
[www.flocksafety.com](http://www.flocksafety.com)

Invoice Number: INV-88905  
Invoice Date: 3/9/2026  
Due Date: 4/8/2026  
Payment Terms: Net 30  
PO#:

### Payment Remittance Information

**Pay by Check:**

Payable to: Flock Group Inc  
Memo: INV-88905  
Mail to: PO Box 121923  
Dallas, TX 75312-1923

*If paying by check, please include the remittance slip below.*

**Pay by ACH:**

Account Legal Name: Flock Group Inc.

██████████ ██████████  
██████████ ██████████  
██

*If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.*

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....  
Detach and Return with Payment

**Make Checks Payable to: Flock Group Inc**

If sending via Flock Group Inc  
USPS: PO Box 121923  
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc  
UPS, FedEx or 891923  
USPS: 885 East Collins Boulevard,  
Suite 110  
Richardson, TX 75081

Account: CA - Redlands PD

Invoice # INV-88905

Amount Due: **\$15,000.00**

Amount Enclosed: \$ \_\_\_\_\_



**City Council**

**AGENDA ITEM NO. 19.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve a Memorandum of Agreement (MOA) with the Los Angeles Police Department for Internet Crimes Against Children (ICAC) Unit and authorize the Chief of Police to sign the agreement (Police Chief Tolber)

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**MOTION:**

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

I move to approve the Memorandum of Agreement (MOA) with the Los Angeles Police Department for Internet Crimes Against Children (ICAC) Unit and authorize the Chief of Police to sign the agreement.

**RECOMMENDATION:**

Staff recommends that the City Council approve the Memorandum of Agreement (MOA) with the Los Angeles Police Department for Internet Crimes Against Children Unit and authorize the Chief of Police to sign the agreement.

**DISCUSSION:**

Los Angeles Police Department (LAPD) is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet Crimes Against Children (ICAC), utilizes this grant to administer and operate the Los Angeles ICAC Task Force.

The OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cybercrime units. The national ICAC Program assists state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography cases. The program includes investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases.

Redlands Police Department (RPD) has been part of the ICAC Task Force since 2020 and has benefited from grant resources, joint operations, and extensive training opportunities.

**ALTERNATIVES:**

The City Council may choose not to approve the Memorandum of Agreement with the Los Angeles Police Department for internet Crimes Against Children (ICAC) Unit.

**STRATEGIC PLAN:**

N/A

**SUBMITTED BY:**

Rachel Tolber, Police Chief

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Chay Miller, Executive Police Assistant

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**FISCAL IMPACT**

**Fiscal Year:** 2026-2027

**Revenue Generating:** No

**Amount:** \$0

**Budgeted Y/N:** N

**Account No.:** N/A

**Additional Appropriation Required:** No

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**Discussion:**

There is no direct fiscal impact associated with this agreement.

**Attachments**

[LAPD ICAC MOA Exhibit 1.pdf](#)

[MOA\\_w\\_LAPD\\_ICAC.pdf](#)

**Memorandum of Agreement Between  
LAPD AND RPD**

**EXHIBIT 1**

**Internet Crimes Against Children  
Task Force Program**

**Operational and Investigative  
Standards**

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# Internet Crimes Against Children Task Force Program

## OPERATIONAL AND INVESTIGATIVE STANDARDS

*ICAC Task Force Program Operational and Investigative Standards*  
**FOR ICAC PURPOSES ONLY**  
Revised: November 1, 2023

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Definitions of Terms

**Applicability of Terms**

Although some of the definitions below may be generally applicable to law enforcement, they are intended for use in the interpretation of these *Standards*. As such, where any term defined below is capitalized in these *Standards*, the *Standards* are referring to that term as defined below. By contrast, where any term defined below is not capitalized in these *Standards*, the *Standards* are referring to that term as it is used generally in the field of law enforcement. Additionally, the capitalized terms have been italicized to ease their recognition.

“**Affiliate**” or “**Affiliate Agency**” is an agency that is working with a *Lead Agency* as part of a regional or state ICAC *Task Force*. An *Affiliate* has agreed in writing to adhere to these *Standards*. For the purposes of the ICAC Program, federal and military law enforcement agencies are considered *Affiliates*.

“**Authorized Personnel**” are those who lack powers of arrest but have been authorized to participate in *Investigations* directed by law enforcement personnel (e.g., agency personnel, digital evidence experts, etc.).

“**Commander**” is the *Member* of a *Lead Agency* who has been designated by that *Lead Agency* and recognized by *OJJDP* as the leader of the corresponding *Task Force*.

“**CEOS**” is the Child Exploitation and Obscenity Section of the Criminal Division of the Department of Justice.

“**Contraband Image**” is a visual depiction of any kind (including computer generated) in any form (including live streaming) that depicts or conveys the impression that: (1) a minor or purported minor is engaged in *Sexually Explicit Activity*, or (2) an adult is engaging in *Sexually Explicit Activity* in the presence of a minor or purported minor.

“**CGP**” is a wholly computer-generated visual depiction in any form (including printed/digital or video).

“**Crime**” is any offense (or group thereof) *Investigated* by law enforcement that involves (or involve) the exploitation/victimization of children facilitated by technology.

“**CVIP**” is the Child Victim Identification Program operated by *NCMEC*.

“**CyberTipline**” is a reporting mechanism operated by *NCMEC* that allows for the reporting of suspected *Crimes*.

“**Deconfliction**” is a process whereby law enforcement can submit *Investigative* information to each other and/or to ICAC-related databases in order to determine whether other *Members* or other law enforcement agencies have information concerning the same targets or *Crimes*.

*ICAC Task Force Program Operational and Investigative Standards*

**FOR ICAC PURPOSES ONLY**

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“DOJ” is the United States Department of Justice.

“Employee” is a sworn or compensated individual, or any individual working under the direction and control of a law enforcement agency.

“Equipment” is any article, device or resource, including but not limited to computers, phones, online accounts and internet services, which are purchased or obtained for use in ICAC-related matters.

“ICAC Program” or “Program” is the Internet Crimes Against Children Task Force Program, a national program composed of state and regional *Task Forces* administered by OJJDP.

“Investigation” is an investigation into a *Crime*. Likewise, “Investigate” “Investigating” and “Investigative” are used within the same context.

“Investigative Persona” – any identity established or created by an *Employee* to aid an *Investigation*.

“Investigator” is a *Member* who is a part of the *Sworn Personnel* of a *Task Force*.

“Lead” or “Lead Agency” is the law enforcement agency that receives the ICAC grant and is designated by OJJDP to act as the *Lead Agency* for the corresponding *Task Force*.

“Member” is a *Lead or Affiliate Agency’s Employee* who is either *Sworn Personnel* or *Authorized Personnel* and who has been designated to work on ICAC-related matters for his/her respective agency and *Task Force*.

“National Initiative” is any proposal that relies on the cooperation and resources of a significant number of *Task Forces* and, accordingly, has been approved by OJJDP.

“NCMEC” is the National Center for Missing and Exploited Children.

“OJJDP” is the Office of Juvenile Justice and Delinquency Prevention within the DOJ.

“Partner” is a civilian or non-sworn organization that OJJDP has recognized as a legitimate source of assistance.

“Sexually Explicit Activity” is real or simulated:

1. Sexual intercourse of any kind;
2. Masturbation;
3. Sadistic/masochistic conduct; and/or,
4. Lascivious exhibition of the anus, breast, genitals, or pubic area of any person.

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**“Supervisor”** is a *Member* who has been designated by his/her respective agency to supervise *Investigations* and other ICAC-related matters.

**“Standards”** are all of the provisions of these, the ICAC Operational and Investigative Standards.

**“Sworn Personnel”** are *Members* with powers of arrest.

**“Task Force”** is the *Lead Agency* and their *Affiliate(s)* (combined) as designated by *OJJDP* for a particular state or region.

**“Vigilante”** – is a non-*Partner* activist or activist organization engaged in investigative tactics or other law enforcement-like activities.

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**1. Purpose of the ICAC Standards**

These *Standards* are established by *OJJDP* to guide the administration and operation of the *ICAC Program* and its *Members* when working on ICAC-related *Investigations* and matters.

*Members* should make every reasonable effort to comply with these *Standards*. However, since many aspects of *Investigations* are dynamic and because laws vary widely between jurisdictions, it is difficult to anticipate every circumstance that might present itself. Thus, reasonable deviations from these *Standards* may occur depending upon various factors (e.g., emergency situations; timing constraints; accessibility constraints; resource constraints; technology constraints; perceived conflicts between the *Standards* and statutes, decisional law, and court orders; et cetera).

*Commanders* may supplement, but not contradict, these *Standards* in the written agreements they establish with their *Affiliates* to promote the effective operation of their *Task Forces*. Should questions regarding the interpretation of these *Standards* arise or conflicts occur between these *Standards* and agency policies or law, the *Commander* faced with the issue shall seek the guidance of an *OJJDP Program Manager*. However, nothing in these *Standards* is meant to interfere with a *Commander's* or *Supervisor's* lawful tactical decision-making.

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**2. ICAC National Program**

**2.1 Mission of the ICAC Program**

The Internet Crimes Against Children (ICAC) Task Force Program helps state, local, and Tribal law enforcement agencies, and their federal and military partners, develop an effective response to technology-facilitated child sexual exploitation and internet crimes against children. This support encompasses forensic and *Investigative* components, training and technical assistance, victim services, *Members'* wellness, prevention and community education.

**2.2 ICAC Background**

The Internet Crimes Against Children (ICAC) Task Force Program was developed in 1998 in response to the increasing number of children and teenagers using the internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims.

The *ICAC Program* is a national network of 61 coordinated task forces representing more than 5,200<sup>1</sup> federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in both proactive and reactive investigations, forensic examinations, and criminal prosecutions. By helping state and local agencies develop effective, sustainable responses to online child victimization – including responses to child sexual abuse images (*Contraband Images*), the *ICAC Program* has increased law enforcement's capacity to combat technology-facilitated crimes against children at every level.

Because arrests alone cannot resolve the problem of technology-facilitated child sexual exploitation, the *ICAC Program* is also dedicated to training law enforcement personnel, prosecutors and other professionals working in the ICAC field, as well as educating parents, youth, and the community about the potential dangers of online activity including online child victimization. Additional information about the *ICAC Program* can be found on the *OJJDP* website: <https://ojjdp.ojp.gov/programs/internet-crimes-against-children-task-force-program>

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<sup>1</sup> As of February 1, 2023.

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**3. Oversight of the ICAC Program**

- 3.1 The oversight of the *ICAC Program* and the administration of ICAC grants or cooperative agreements are the responsibility of *OJJDP*. The oversight of each *Task Force* falls to its *Commander*. The oversight of each agency, both *Lead* and *Affiliate*, falls to its designated *Supervisor*.
- 3.2 *Commanders* and *Supervisors* shall ensure there are supervisory systems and protocols in place that provide for observation, documentation, and review of ICAC activity. Said systems shall comply with the principles of quality case management and shall ensure that ICAC activities comply with agency policies and these *Standards*.
- 3.3 *Commanders* shall ensure that each *Member* in his/her *Lead Agency* and each *Supervisor* of an *Affiliate Agency* receives a copy of the *Standards*.
- 3.3.1 *Supervisors* shall ensure that each *Member* in his/her *Affiliate Agency* receives a copy of the *Standards* but shall have the discretion to provide *Members* with only the Sections of the *Standards* applicable to their job functions.
- 3.4 *Commanders* shall submit all proposed *National Initiatives* to *OJJDP* no less than 90 days prior to the start of the project.
- 3.4.1 *OJJDP* may suggest amendments to the original proposal following consultation with the presenting *Commander* and, as appropriate, other federal, state, and local entities.
- 3.5 *Supervisors* shall inform their *Members* about departmental employee assistance programs and *Task Force* resources available to them.

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4. **Selection and Retention of Task Force Members**
- 4.1 When practicable during the selection process of *Members, Commanders and Supervisors* shall evaluate prospective candidates for work histories that indicate prior *Investigative* experience, courtroom testimony skills, technical knowledge and ability, an ability to prudently handle sensitive information, a genuine interest in the protection of children, and an understanding of the effects that *Members* may experience when exposed to *Contraband Images*.
- 4.2 *Commanders and Supervisors* shall acknowledge the potential effects of *Investigations* of and exposure to *Contraband Images* and recognize that the viewing of *Contraband Images* should be restricted. The following techniques are examples that have helped mitigate some of the potential negative effects of this work and may aid with the retention of *Members*:
1. **Work flexibility** - *Commanders and Supervisors* are encouraged to allow flexibility for *Investigators* and others who are exposed to *Contraband Images* (e.g., frequent breaks, having an open-door policy, etc.).
  2. **Exposure to *Contraband Images*** - *Commanders and Supervisors* are encouraged to implement practices which minimize the exposure to *Contraband Images* by *Members*.
  3. **Mental Health Providers (MHP)** - In compliance with their agency guidelines, *Commanders and Supervisors* are encouraged to work with MHP to make recommendations for care of *Members* and to provide education and training designed to minimize the impact of exposure to *Contraband Images*.
  4. **Impact of *Contraband Images*** - *Commanders and Supervisors* are encouraged to share or pursue practices for minimization of the impact of *Contraband Images* and to promote attendance at trainings regarding methods used to minimize said impact.
- 4.3 *Commanders and Supervisors* shall recognize that ICAC *Investigations* typically focus on child sex offenders who have committed serious state or federal crimes and due to this life-changing event, the impact on these offenders can result in a violent response to authorities.<sup>2</sup>

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<sup>2</sup> FBI's Investigation Behavioral Analysis Unit's *Operational Safety Considerations While Investigating Child Sex Offenders. A Handbook for Law Enforcement*, Volume 1, March 2012.

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**5. Training**

Ensuring that personnel are well-trained in conducting effective *Investigations* in a manner consistent with applicable laws is integral to the *ICAC Program*.

- 5.1 All national training curricula supported by *ICAC Program* resources shall be conducted consistent with the *Standards* and shall be approved by *OJJDP*.
- 5.2 *Commanders* shall ensure that nominees to attend any *ICAC Program*-sponsored national in-person training event are current *Members*.
- 5.3 *Commanders* may allow non-*Members* of *Affiliate Agencies* whose jobs further the mission of the *ICAC Program* (e.g., patrol and school resource officers) to attend *ICAC Program*-sponsored national online training.
- 5.4 Individual *Task Forces* may develop and deliver *Task Force* specific training. This training shall comply with the *Standards* and shall be approved by the *Commander*. All costs to develop and deliver the training shall be the responsibility of the *Task Force* or *Affiliate* providing the training.
- 5.5 *Commanders* may authorize *Member* attendance at non-*ICAC Program*-sponsored training, provided it complies with the *Standards* and supports the *ICAC* mission.

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- 6. Case and Evidence Management**
- 6.1** *Commanders and Supervisors* are responsible for determining *Investigative* priorities and selecting cases for *Investigation* in their respective agencies. Those determinations may include an assessment of factors such as, e.g., jurisdiction, agency resources, victim risk, background knowledge, and the likelihood of securing the information necessary to pursue each *Investigation*.
- 6.2** Conventional boundaries often are meaningless in today's digital world where the usual constraints of time, place, and distance lose their relevance. These factors increase the possibility of *Lead* and/or *Affiliate Agencies* targeting other law enforcement personnel, *Investigating* the same target, or inadvertently disrupting an ongoing *Investigation*. To foster effective case coordination, collaboration, and communication, each *Member* shall make a reasonable effort to *Deconflict* active *Investigations*.
- 6.3** *Lead* and *Affiliate Agencies* shall be subject to their *Task Force's* and respective agency's reporting procedures and case supervision systems.
- 6.4** The storage and examination of digital devices shall be performed consistent with the subject agency's protocol.
- 6.5** Law enforcement transfers and storage of evidence containing *Contraband Images* shall be done in a secure manner consistent with the respective *Task Force* and agency policies.
- 6.5.1** Absent a court order specifically ordering otherwise, evidence containing *Contraband Images* shall not be released to any defendant or representative thereof.
- 6.6** When case referrals are made, the *Member* issuing the referral shall document the recipient's contact information.
- 6.6.1** *Commanders* or their designees may refer cases to non-*Affiliate* law enforcement agencies with appropriate jurisdiction.
- 6.7** Case referrals typically include the following information:
1. An explanation for the referral (e.g., IP address resolved to the receiving jurisdiction, *Affiliate* has agreed to take the case, etc.);
  2. Relevant documentation (e.g., reports; legal process documents, etc.); and,
  3. Information that may aid in the continued *Investigation* of the matter.

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**7. Task Force Reporting Requirements to OJJDP**

7.1 The reports described below do not replace the semi-annual progress report required by the Office of Justice Programs' Financial Guide.

7.2 *Commanders* shall compile and submit a Task Force Monthly Performance Measures Report to the *OJJDP*-designated location before the end of the following calendar month.

7.2.1 *Affiliates* shall report their activity to their respective *Commander* by the 10th of each month using the ICAC Monthly Performance Measures Report.

7.2.2 *Affiliates* shall report to their respective *Commander* both any ICAC personnel changes involving *Members* within their respective agency and any inability to fulfill their ICAC responsibilities or otherwise adhere to these *Standards*.

7.3 *Commanders* shall compile and submit an annual report which details each of their *Affiliates*. This annual report shall be submitted within 30 days of the end of the calendar year. The report shall be submitted in a method determined by *OJJDP* and shall include the following information:

7.3.1 The name of each *Affiliate Agency*.

7.3.2 The staffing level of each *Affiliate Agency*, including the number of *Investigators*, prosecutors, education specialists, and forensic specialists dedicated to *Investigating* and prosecuting *Crime*.

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**8. Investigations**

8.1 *Members shall conduct Investigations in a manner consistent with applicable laws and these Standards.*

8.2 *Only law enforcement personnel shall direct Investigations.*

8.3 *Authorized Personnel acting under the direction and supervision of law enforcement may participate in Investigations.*

8.4 *Members shall not collaborate with Vigilantes. Further Members shall not approve, condone, encourage, or promote Vigilante's activities.*

8.4.1 *The above Section (8.4) shall not preclude the use of information related to a Crime provided by civilians who discover evidence of Crimes (e.g., those who make CyberTip Reports, those who are mandated reporters, computer repair workers who report suspicious data, parents, etc.).*

8.4.2 *The above Section (8.4) shall not preclude the use of authorized over-hears or other similar Investigative methods designed to further an Investigation.*

8.5 *Investigations shall be documented. Any departures from this provision due to unusual or exigent circumstances shall be documented in the relevant case file and reviewed by the Supervisor.*

8.5.1 *The access, retention, storage, security, and disposal of Investigative or case information shall be consistent with the subject agency's policies and federal and state law regarding same. See also Section 6 on Case and Evidence Management.*

8.6 *As part of an active Investigation, Members shall not upload, transmit, or forward any Contraband Images to those outside their respective agency (e.g., suspects, witnesses, ESPs, etc.), except where otherwise permitted by law (e.g., to sworn personnel, to NCMEC employees, etc.).*

8.7 *During active Investigations, Members may use visual depictions as a representation of any Investigative Person/person/purported person or as proof-of-life evidence under two circumstances, only:*

*First, when the following factors are met:*

- 1. The visual depiction (whether or not modified to suit Investigative needs by, e.g., age regression) is of an actual person;*
- 2. That person is an Employee;*

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3. The *Employee* has given his or her written consent for the visual depiction to be used;
4. Regardless of whether or not the *Employee* was a minor when the visual depiction was taken, the *Employee* nevertheless was at least 18 years old when the *Employee* gave consent for such use; and,
5. The visual depiction does not depict or convey the impression of *Sexually Explicit Activity*.

Second, when the visual depiction is *CGI* and does not depict or convey the impression of *Sexually Explicit Activity*.

8.8 Notwithstanding these *Standards*, a federal or federally-approved *Member* (e.g., a FBI/HSI agent, or a FBI/HSI Task Force Officer) may use a visual depiction that does not meet the requirements of Section 8.7 if those visual depictions were authorized for use by the FBI or HSI per that respective federal agency's guidelines so long as those guidelines are followed.

8.9 Absent prosecutorial input to the contrary, during online *Investigations*, *Investigators* shall allow the *Investigative* target to set the tone, pace, and subject matter of the online conversation.

8.9.1 Section 8.9 shall not be construed to prohibit *Investigators* from performing any of the following activities when initiating or conducting an *Investigation*: (a) posting information including visual depictions (image or video/printed or digital) to establish an online presence; (b) placing or posting advertisements; or, (c) sending messages.

8.9.2 *Members* shall familiarize themselves with relevant state and federal law, including but not limited to those regarding the defense of entrapment, and shall confer with prosecutors, as needed.

8.9.3 Prior to conducting any large-scale (multi-target) operations, *Members* shall notify the *Commander* and shall consult relevant prosecutors about the operation.

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**9. Work Environment and Equipment**

- 9.1 *Investigations* shall be conducted in an approved work environment, using approved *Equipment*, as designated by a *Commander* or *Supervisor*.
- 9.2 *Commanders* and *Supervisors* are encouraged to provide a work environment that provides for discreet and sensitive *Investigations* while simultaneously minimizing chances of inadvertent or unnecessary exposure to *Contraband Images*.
- 9.3 *Members* shall have priority in using *Equipment*, but *Commanders* may, nonetheless, allow other personnel within *Lead* and *Affiliate Agencies* to use the *Equipment*, provided said *Equipment* is used in accordance with the subject agency's policies.
- 9.4 When practicable, *Equipment* which may be used in undercover aspects of an *Investigation* shall be purchased covertly.
- 9.5 No personally-owned equipment, accounts or networks shall be used in *Investigations*.
- 9.6 Software shall be properly acquired and licensed.

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**10. Victim Identification**

**10.1** Identifying child victims of *Crime* is a critical element of the *ICAC Program*. *DOJ* and *OJJDP* require the *Lead* and *Affiliate Agencies* to submit *Contraband Images* to *CVIP* as a means to improve child victim identification. *Contraband Images* shall be sent to *CVIP* pursuant to *NCMEC's* standards regarding same. In addition, *Lead* and *Affiliate Agencies* are encouraged to collaborate with *NCMEC* in their effort to identify children depicted in *Contraband Images*.

**10.1.1** Notwithstanding Section 10.1, some circumstances may arise (e.g., office policy, victim privacy concerns, victims' rights laws, etc.) where a *Commander* or *Supervisor* chooses not to send certain *Contraband Images* to *CVIP*. In these instances, the subject *Commander* or *Supervisor* shall document his/her reasons for doing so.

**10.2** Absent exigent circumstances, victim-identifying information shall be protected from public disclosure pursuant to the protections set forth in federal and state law.

**10.3** *Lead* and *Affiliate Agencies* shall adhere to local, state, and federal laws, as well as their agency's policies regarding mandated reporting, victim notification, and victim assistance.

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**11. Public Awareness and Community Outreach**

- 11.1 Public awareness activities and community outreach are a critical component of the *ICAC Program*. *Lead and Affiliate Agencies* shall foster awareness and shall provide practical relevant guidance to children, parents, educators, and others concerned with child safety.
- 11.2 Social media can be used to promote educational awareness as long as it is consistent with all agency policy and these *Standards*.
- 11.3 Presentations to school personnel, parents, and community groups are excellent ways to promote awareness. These presentations shall not include any visual depiction of a victim unless the victim has consented to its use and the victim is currently at least 18 years of age. No *Contraband Image* shall be used in these presentations, nor shall a presenter discuss confidential *Investigative* tools and techniques.
- 11.4 No individual affiliated with *ICAC Program* may speak on behalf of the national *ICAC Program* without the express written consent of *OJJDP*. While making public presentations, *Members* may indicate a preference for a product or service, but, when done, shall avoid an implicit endorsement and shall include alternatives in the presentation.
- 11.5 Materials and presentations shall be consistent with the *ICAC Program's* mission and background, as enumerated in these *Standards*.

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**12. Media Relations and Media Releases**

- 12.1 Media releases relating to prosecutions, *Crime* alerts, or other matters concerning ICAC operations shall not include information regarding *Investigative* techniques, and shall be coordinated, when applicable, with the law enforcement agencies involved with the subject *Investigations*, in a manner consistent with sound information management and sound media relations practices.
- 12.2 *Commanders* and *Supervisors* may speak to members of the media about their own agency's ICAC-related activities per the terms of their agency's policy on such media relations. No individual affiliated with *ICAC Program* may speak on behalf of the national *ICAC Program* without the express written consent of *OJJDP*.
- 12.3 *Commanders* shall inform their respective *OJJDP* Program Manager if approached by national media outlets about the *ICAC Program* (as opposed to media seeking information from a particular *Task Force* about its local activities) so that a coordinated national response can be prepared by *OJJDP*.
- 12.4 Information provided by *Task Forces* to the media shall be consistent with the *ICAC Program's* mission and background, as described in these *Standards*.

**End of ICAC Standards**



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LOS ANGELES POLICE DEPARTMENT  
INTERNET CRIMES AGAINST CHILDREN TASK FORCE  
AND  
THE REDLANDS POLICE DEPARTMENT**

**I. PARTIES**

This Memorandum of Agreement (MOA) is entered into by and between the Los Angeles Police Department (LAPD) and the Redlands Police Department (RPD).

**II. BACKGROUND**

The LAPD is the recipient of a United States Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet Crimes Against Children (ICAC). The LAPD utilizes this grant to administer and operate the Los Angeles Regional ICAC Task Force.

The OJJDP created the ICAC Task Force Program, a national network of state and local law enforcement cybercrime units. The federal ICAC program assists state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography cases. The program encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases.

The mission of the Los Angeles Regional ICAC Task Force, therefore, is to: (1) properly investigate and prosecute those who sexually exploit children using the internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting ICAC; and, (3) provide community education regarding the prevention of ICAC.

### **III. PURPOSE**

The purpose of this MOA is to delineate the responsibilities and expectations of the RPD and the LAPD, and to formalize their working relationship in the Los Angeles ICAC Task Force. By joining this Task Force, the RPD will benefit from grant resources, joint operations, and extensive training opportunities. The Los Angeles ICAC Task Force will benefit from RPD's investigative support.

The RPD agrees to join the ICAC Task Force as an Affiliate Agency for the primary purpose of vigorously and properly investigating ICAC. As an Affiliate Agency, the RPD agrees to adhere to the current ICAC Task Force Program Operational and Investigative Standards and any revisions thereto that may be made during the term of this MOA. A copy of the Operational and Investigative Standards is attached as Exhibit 1 and made a part of this MOA. Furthermore, for the purposes of the OJJDP grant, it is understood that an Affiliate Agency is a grant subrecipient subject to all established subrecipient monitoring policies and procedures.

### **IV. INVESTIGATIONS**

Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards. Violation of the ICAC Operational Standards is cause for cancellation of this MOA. This MOA is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

#### **A. Redlands Police Department Responsibilities.**

Redlands Police Department may:

1. Use "authorized personnel" who themselves lack powers of arrest but have been authorized by their respective agency to participate in investigations and are being supervised by "sworn personnel." Each investigator involved with undercover operations must receive ICAC training prior to initiating proactive investigations and shall submit reports of all undercover activity to the OJJDP.
2. Conduct reactive investigations where subjects are associated within the RPD jurisdiction, including investigations of child pornography, CYBERTIP referrals from the National Center for Missing and Exploited Children, Electronic Service Providers, Internet Service Provider, law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

3. Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Unit Commander.
4. Provide the Los Angeles ICAC Task Force with access to all ICAC investigative files, including, without limitation, computer records, to ensure compliance with all national ICAC standards for a period of no less than three years.
5. Locate its ICAC investigators in a secure space provided by the RPD with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and controlled by the RPD ICAC Task Force personnel, with restricted access to authorized personnel only.
6. Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about internet child safety issues.

**Note:** Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force in the education and prevention programs.

## **V. SUPERVISION**

The RPD will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. Internet Crimes Against Children investigations are a cooperative effort, and investigative decisions will be a joint process guided by ICAC standards.

## **VI. JURISDICTION**

The principal sites of Task Force activity will be within the jurisdictional areas of the respective member law enforcement agencies. Nothing in this agreement shall otherwise limit or expand the jurisdiction and powers normally possessed by RPD employees as a member of the RPD.

## **VII. EVIDENCE**

Seized evidence and any other related forfeiture will be handled in a manner consistent with the seizing law enforcement agency's policies.

## **VIII. LIABILITY**

RPD is responsible and liable for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOA. For tort liability

purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties.

## **IX. REPORTING STATISTICS**

Using a form provided by the Los Angeles ICAC Task Force, the RPD shall submit monthly statistics to the Task Force on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10th day of each month and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas, and court orders issued, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case and/or criminal solicitation of a minor (enticement/traveler) case investigated by the RPD. The Task Force will be responsible for all required reporting to the OJJDP.

## **X. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION - 28 C.F.R. Part 38**

The recipient (LAPD) and subrecipient RPD must comply with all applicable requirements of 28 Code of Federal Regulations (C.F.R.) Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available for reference via the Electronic Code of Federal Regulations (e-CFR) (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>) by browsing Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

## **XI. TRAINING**

The RPD shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Task Force will review training requests and provide funding for ICAC-approved training when appropriate.

## **XII. PARTICIPATING AGENCY OBLIGATIONS AND CIVIL IMMIGRATION ENFORCEMENT**

The RPD, as a local law enforcement agency, is responsible for enforcing state and local criminal laws. It is neither authorized nor responsible for the enforcement of civil immigration laws or regulations.

The Congress of the United States has vested the United States Immigration and Customs Enforcement and the United States Customs and Border Protection with the legal authority and responsibility for enforcing civil immigration laws, including status violations and removal proceedings. Therefore, Task Force personnel must abide by the limitations in legal authority and responsibility for enforcing federal civil immigration laws.

The California Values Act or Senate Bill 54, other state laws, and each agency's existing policies and practices provide procedural protections to ensure that each agency's personnel do not go beyond existing legal authorities or contradict the agency's steadfast commitment to community and constitutional policing principles.

## **XIII. SUBRECIPIENT GUIDELINES**

As a grant subrecipient, RPD agrees to comply with LAPD and the Office of Justice Programs (OJP) grant monitoring guidelines, protocols, and procedures, and to cooperate with LAPD, Bureau of Justice Assistance (BJA) and The Office of the Chief Financial Officer (OCFO) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.

The subrecipient agrees to provide to LAPD, BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this MOA. Further, the subrecipient agrees to abide by reasonable deadlines set by LAPD, BJA and OCFO for providing the requested documents.

LAPD will engage in a formal written process to notify the subrecipient of corrective actions needed to come into compliance. If the subrecipient does not take corrective action or does not come into compliance with the provisions in this MOA, or fails to cooperate with LAPD's, BJA's, or OCFO's grant monitoring activities, it may result in sanctions affecting the subrecipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subrecipient access to grant funds; referral to the Office of the Inspector General for audit review; designation of the subrecipient as a DOJ High Risk grantee; or termination of an award(s). More information may be obtained by visiting the monitoring policies and procedures posted on the OJP website: <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#104-0>

## **XIV. CONFIDENTIALITY**

Except as required by court order, subpoena or by applicable law, the parties agree that any confidential information pertaining to investigations of ICAC will be held in the strictest

confidence and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

**EFFECTIVE DATE**

This MOA shall be effective on the date of the final signature of the parties and continue until such time as federal funding for the grant ends or the MOA is canceled by either party upon written notice delivered to both agency directors.

\_\_\_\_\_  
JIM McDONNELL  
Chief of Police  
Los Angeles Police Department

DATE: \_\_\_\_\_

\_\_\_\_\_  
RACHEL TOLBER  
Chief of Police  
Redlands Police Department

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk

**Attachment**

Exhibit 1: Internet Crimes Against Children Task Force Program – Operational and Investigative Standards

**Memorandum of Agreement Between  
LAPD AND RPD**

**EXHIBIT 1**

**Internet Crimes Against Children  
Task Force Program**

**Operational and Investigative  
Standards**



## City Council

## AGENDA ITEM NO. I10.

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Adopt Resolution No. 8759 Authorizing the City Manager or Designee to Apply for and Accept Caltrans Airport Improvement Program (AIP) Matching Grant Funds (Facilities and Community Services Department Director Crocker)

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### MOTION(S):

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

I move that the City Council adopt Resolution No. 8759.

### RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8759 to designate an authorized representative to apply for California Department of Transportation grants related to the Redlands Municipal Airport.

### DISCUSSION:

The Redlands Municipal Airport (REI) is included in the Federal Aviation Administration (FAA) National Plan of Integrated Airport Systems (NPIAS), which identifies airports that are significant to national air transportation and eligible for Federal Airport Improvement Program (AIP) funding. Inclusion in the NPIAS allows the City of Redlands to compete for and receive federal grants to support the maintenance and improvement of airport infrastructure.

To supplement federal funding, the California Department of Transportation (Caltrans) Aeronautics Program offers an AIP Matching Grant. This program provides state funding equal to 5 percent of an FAA AIP grant for eligible public-use airports, including Redlands Municipal Airport. To qualify for this funding, projects must be included in the airport's approved Capital Improvement Plan (CIP), have an executed FAA AIP grant agreement, and comply with the California Environmental Quality Act (CEQA). Additionally, projects must not begin prior to state allocation, and funding is awarded on a first-come, first-served basis until available funds are exhausted.

Resolution No. 8759 formalizes the City's participation in the Caltrans AIP Matching Grant Program by authorizing the City Manager, or their designee, to apply for, accept, and execute all necessary grant-related documents. This includes applications, agreements, contracts, and any amendments required to secure and administer state matching funds in accordance with applicable guidelines. The resolution also satisfies Caltrans requirements that a designated City representative be authorized to act on behalf of the City in all matters related to grant funding.

Adoption of the resolution will enable the City to leverage both federal and state funding sources to support ongoing and future airport capital improvement projects identified in the FAA-approved Airport Capital Improvement Plan (ACIP) and the City's Airport Capital Improvement Plan. These projects include the upcoming Taxiway Alpha and Apron Pavement Treatment project scheduled to begin in July 2026, as well as future initiatives such as the replacement of the Automated Weather Observation System (AWOS) and development of a Disadvantaged Business Enterprise (DBE) program.

Overall, the resolution ensures that the City can efficiently access available grant funding, reduce the local financial burden, and continue to maintain and enhance airport facilities. These improvements will benefit airport users, support regulatory compliance and strengthen the airport's role as a valuable transportation and economic asset to the community.

**ALTERNATIVES:**

City Council could choose to forego funding and incur the full costs of the project or not undertake the activity and forego all additional monies that could have been received under an incentive program offered by State programs.

**STRATEGIC PLAN:**

Priority D: Sustainability

**SUBMITTED BY:**

Tabitha Crocker, Facilities & Community Services Director

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Christopher Boatman, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Joe Bierma, Management Analyst

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**FISCAL IMPACT**

**Fiscal Year:** 2026-2027

**Revenue Generating:**

**Amount:**

**Budgeted Y/N:**

**Account No.:**

**Additional Appropriation Required:** No

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**Discussion:**

The Caltrans Airport Improvement Program (AIP) Matching Grant provides five percent of the total FAA grant amount for eligible airport improvement projects. The City's required match is covered through the FAA AIP grant structure, resulting in minimal local fiscal impact. Acceptance of the State matching funds will reduce the City's out-of-pocket contribution toward approved airport projects and support completion of federally funded improvements at Redlands Municipal Airport.

**Attachments**

[Resolution No. 8759.pdf](#)

RESOLUTION NO. 8759

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR, ACCEPT, AND EXECUTE DOCUMENTS RELATED TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

WHEREAS, discretionary and entitlement grant funding is available to the City of Redlands Municipal Airport to support ongoing capital improvement projects in accordance with the City's Airport Master Plan, Airport Layout Plan, and the Federal Aviation Administration (FAA) Airport Improvement Program Handbook; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of five percent of Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the City to formally designate City representatives who shall be authorized to execute grant-related documents in accordance with State assistance and grant funding guidelines; and

WHEREAS, the successful implementation of grant funded projects will not only provide immediate benefits to the airport user, but will also enhance the viability of the Airport as an asset to the City and the community.

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

Section 1. The City Manager, or City Manager's designee, is hereby authorized to apply for, accept, and execute in the name of the City of Redlands all applications, contracts, agreements, and amendments necessary to secure grant funds through the California Department of Transportation Airport Improvement Program (AIP) Matching Grant.

Section 2. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 5<sup>th</sup> day of May, 2026.

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Mario Saucedo, Mayor

ATTEST:

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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 5<sup>th</sup> day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Jeanne Donaldson, City Clerk



**City Council**

**AGENDA ITEM NO. 111.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Adopt Resolution No. 8769 initiating proceedings to continue levying assessments, appointing an assessment engineer, and ordering the preparation of the Engineer's Reports for Street Lighting District No. 1 and Landscape Maintenance District No. 1, rescind Resolution No. 8651, and determine that adoption of the resolution is exempt from environmental review pursuant to the general rule of the California Environmental Quality Act (CEQA) guidelines (Facilities and Community Services Department Director Crocker)

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**MOTION:**

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

I move that the City Council adopt Resolution No. 8769 rescinding Resolution No. 8651, and determine that the adoption of Resolution No. 8769 is exempt from environmental review pursuant to the general rule of the California Environmental Quality Act (CEQA) guidelines.

**RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 8769, initiating proceedings to continue levying assessments, appointing an assessment engineer, and ordering the preparation of Engineer's Reports for Street Lighting District No. 1 and Landscape Maintenance District No.1 and determine adoption of Resolution No. 8769 is exempt from environmental review pursuant to the general rule of the California Environmental Quality Act (CEQA) guidelines.

**DISCUSSION:**

On July 7, 1987, the City Council established Landscape Maintenance District No. 1 (LM District) to ensure the continued provision of satisfactory landscape maintenance throughout designated areas of the City. The LM District assessments fund labor, materials, and equipment necessary to provide services including turf and ground cover maintenance, irrigation system upkeep, tree trimming, and overall district administration.

On September 19, 1989, the City Council established Street Lighting District No. 1 (SL District) to fund the operation and maintenance of the City's street lighting system. Assessments collected within the SL District are used to cover electricity costs, as well as labor, materials, and equipment needed to repair and replace damaged or inoperable streetlights, poles, and related infrastructure, in addition to district administration.

Both districts were formed pursuant to the Landscaping and Lighting Act of 1972 and are subject to the requirements of Proposition 218, which governs the establishment and adjustment of property-related assessments. Proposition 218 requires a public notice and protest hearing process prior to any increase in assessments. However, such a process is not required when assessments remain unchanged. At this time, staff is not proposing any increase to the assessment rates for either the LM District or the SL District.

The proposed action before the City Council is the adoption of Resolution No. 8769, which initiates proceedings for the continued annual levy of assessments for Fiscal Year 2026–2027 within both districts. The resolution also appoints Donald Young, Registered Contractor Engineer License No. 49918, One Stop Permit Center Manager, as the Assessment Engineer. In this capacity, Mr. Young is authorized to prepare the Engineer’s Reports for both districts in accordance with the Landscaping and Lighting Act of 1972.

The Engineer’s Reports will identify the improvements and services to be funded, estimate the associated costs, and allocate those costs among properties within each district. Preparation and subsequent approval of these reports by the City Council are required steps prior to submitting the assessment rolls to the San Bernardino County Assessor’s Office for inclusion on the property tax roll for Fiscal Year 2026–2027.

Adoption of Resolution No. 8769 does not increase assessment rates or expand the scope of services. Rather, it continues the existing funding mechanism necessary to maintain current service levels within both districts.

The proposed action is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, which applies to activities where it can be seen with certainty that there is no possibility of a significant effect on the environment. The continued levy of existing assessments to fund ongoing maintenance and operational activities does not constitute a change in use or intensity and therefore falls within this exemption.

**ALTERNATIVES:**

The City Council may choose not to adopt the proposed Resolution . However, the assessments cannot be levied without adoption of the Resolution.

**STRATEGIC PLAN:**

N/A

**SUBMITTED BY:**

Tabitha Crocker, Facilities & Community Services Director

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Christopher Boatman, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Don Young, One Stop Permit Center Manager

Don Young, One Stop Permit Center Manager

**Fiscal Year:** FY 2026/27

**Revenue Generating:** Yes

**Amount:** \$

**Budgeted Y/N:**

**Account No.:**

**Additional Appropriation Required:** No

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**Discussion:**

The proposed Fiscal Year 2026/27 the Street Lighting District No. 1 and Landscape Maintenance District No. 1 assessments will generate revenues to supplement necessary General Fund costs within the Facilities and Community Services Department budget to provide services within the districts.

**Attachments**

[Attachment\\_A\\_-\\_Resolution\\_8651\\_rescinded.pdf](#)

[Resolution\\_No\\_8769.pdf](#)

RESOLUTION NO. 8651

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS INSTITUTING PROCEEDINGS FOR THE CONTINUED LEVY OF ASSESSMENTS, APPOINTING AN ASSESSMENT ENGINEER, ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN THE MATTER OF STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND RESCINDING RESOLUTION NO. 8542

WHEREAS, the City Council of the City of Redlands (this "City Council") has determined that the public interest, convenience and necessity requires the installation, operation and maintenance of a street lighting system and other facilities as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, it has been determined by the City Council of the City of Redlands (this "City Council"), that the public interest, convenience and necessity requires the maintenance of landscaping as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, this City Council has formed Redlands' Street Lighting District No. 1 to pay the costs associated with the installation, operation and maintenance of such street lighting system and other facilities; and

WHEREAS, this City Council has formed Redlands' Landscape Maintenance District No. 1 to pay the costs for the maintenance such landscaping; and

WHEREAS, it is the desire of this City Council to initiate proceedings and order the preparation of an engineer's report to levy assessments for fiscal year 2025-2026 upon properties located within Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, this City Council further desires to appoint Donald Young, RCE No. 49918, One Stop Permit Center Manager, as the "Assessment Engineer" for Street Lighting District No. 1 and Landscape Maintenance District No. 1;

NOW, THEREFORE, the City Council of the City of Redlands does hereby find, determine and resolve as follows:

Section 1. That the public interest, convenience and necessity requires the continued levy of assessments within Street Lighting District No. 1 for the purpose of installing, operating and maintaining street lights and associated facilities as authorized by Section 22620 of the California Streets and Highways Code and in compliance with Article XIID, and Section 19 of Article XVI, of the California Constitution.

Section 2. That the public interest, convenience and necessity requires the continued levy of assessments within Landscape Maintenance District No. 1 for the purpose of maintaining landscaping and improvements as authorized by Section 22620 of the California Streets and

Highways Code and in compliance with the requirements of Article XIIIID and Section 19 of Article XVI of the California Constitution.

Section 3. That the properties to be assessed for the installation, operation and maintenance of the street lighting facilities shall be those properties located within the boundaries of Street Lighting District No. 1.

Section 4. That the properties to be assessed for the maintenance and operation of the landscaping and improvements shall be those properties located within the boundaries of Landscape Maintenance District No. 1.

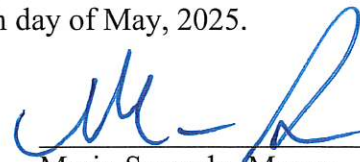
Section 5. That the proceedings for the continued levy of assessments within Street Lighting District No. 1 and Landscape Maintenance District No. 1 shall be conducted in accordance with the provisions of Division 15 of the California Streets and Highways Code (the Landscaping and Lighting Act of 1972) and in compliance with the requirements of Article XIIIID, and Section 19 of Article XVI, of the California Constitution.

Section 6. That Donald Young, RCE No. 49918, One Stop Permit Center Manager, having an office located at 35 Cajon Street, Suite 15A, Redlands, California, is hereby appointed "Assessment Engineer" and shall have the authority conferred upon the Assessment Engineer by the Landscaping and Lighting Act of 1972.

Section 7. That the Assessment Engineer is hereby ordered to prepare a report in accordance with the Landscaping and Lighting Act of 1972.

Section 8. Resolution No. 8542 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 6th day of May, 2025.

  
\_\_\_\_\_  
Mario Saucedo, Mayor

ATTEST:

  
\_\_\_\_\_  
Jeanne Donaldson, City Clerk

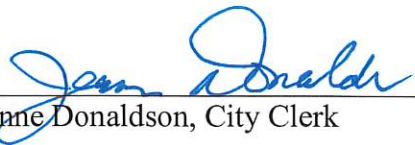
I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 6th day of May, 2025 by the following vote:

AYES: Councilmembers Barich, Tejada, Davis, Shaw; Mayor Saucedo

NOES:

ABSENT:

ABSTAINED:

  
\_\_\_\_\_  
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8769

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS INSTITUTING PROCEEDINGS FOR THE CONTINUED LEVY OF ASSESSMENTS, APPOINTING AN ASSESSMENT ENGINEER, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT IN THE MATTER OF STREET LIGHTING DISTRICT NO. 1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Redlands (this "City Council") has determined that the public interest, convenience and necessity requires the installation, operation and maintenance of a street lighting system and other facilities as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, it has been determined by the City Council of the City of Redlands (this "City Council"), that the public interest, convenience and necessity requires the maintenance of landscaping as set forth in Section 22525 of the California Streets and Highways Code; and

WHEREAS, this City Council has formed Redlands' Street Lighting District No. 1 to pay the costs associated with the installation, operation and maintenance of such street lighting system and other facilities; and

WHEREAS, this City Council has formed Redlands' Landscape Maintenance District No. 1 to pay the costs for the maintenance such landscaping; and

WHEREAS, it is the desire of this City Council to initiate proceedings and order the preparation of an engineer's report to levy assessments for fiscal year 2026-2027 upon properties located within Street Lighting District No. 1 and Landscape Maintenance District No. 1; and

WHEREAS, this City Council further desires to appoint Donald Young, RCE No. 49918, One Stop Permit Center Manager, as the "Assessment Engineer" for Street Lighting District No. 1 and Landscape Maintenance District No. 1;

NOW, THEREFORE, the City Council of the City of Redlands does hereby find, determine and resolve as follows:

Section 1. That the public interest, convenience and necessity requires the continued levy of assessments within Street Lighting District No. 1 for the purpose of installing, operating and maintaining street lights and associated facilities as authorized by Section 22620 of the California Streets and Highways Code and in compliance with Article XIID, and Section 19 of Article XVI, of the California Constitution.

Section 2. That the public interest, convenience and necessity requires the continued levy of assessments within Landscape Maintenance District No. 1 for the purpose of maintaining landscaping and improvements as authorized by Section 22620 of the California Streets and

Highways Code and in compliance with the requirements of Article XIID and Section 19 of Article XVI of the California Constitution.

Section 3. That the properties to be assessed for the installation, operation and maintenance of the street lighting facilities shall be those properties located within the boundaries of Street Lighting District No. 1.

Section 4. That the properties to be assessed for the maintenance and operation of the landscaping and improvements shall be those properties located within the boundaries of Landscape Maintenance District No. 1.

Section 5. That the proceedings for the continued levy of assessments within Street Lighting District No. 1 and Landscape Maintenance District No. 1 shall be conducted in accordance with the provisions of Division 15 of the California Streets and Highways Code (the Landscaping and Lighting Act of 1972) and in compliance with the requirements of Article XIID, and Section 19 of Article XVI, of the California Constitution.

Section 6. That Donald Young, Registered Contractor Engineer License No. 49918, One Stop Permit Center Manager, having an office located at 35 Cajon Street, Suite 15A, Redlands, California, is hereby appointed "Assessment Engineer" and shall have the authority conferred upon the Assessment Engineer by the Landscaping and Lighting Act of 1972.

Section 7. That the Assessment Engineer is hereby ordered to prepare a report in accordance with the Landscaping and Lighting Act of 1972.

Section 8. Resolution No. 8651 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 5<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Mario Saucedo, Mayor

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof, held on the 5<sup>th</sup> day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

---

Jeanne Donaldson, City Clerk



**City Council**

**AGENDA ITEM NO. 112.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve the request of an in-kind support in the amount of \$11,448.00 related to the Annual Redlands Festival of Arts event hosted by Redlands Art Festival Association, Inc., on Saturday, May 23 and Sunday, May 24, 2026; approve temporary street closures of South 4th Street and Eureka Street; authorize sale and consumption of alcoholic beverages at the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

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**MOTION:**

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

1. I move that the City Council determine that the approval of the Redlands Festival of Arts event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move that the City Council approve the request for in-kind support in the amount of \$11,448.00; and
3. I move that the City Council approve the temporary street closures on South 4th Street and Eureka Street; and authorize the sale and consumption of alcoholic beverages, for the Annual Redlands Festival of Arts event to be held on Saturday, May 23, and Sunday, May 24, 2026.

**RECOMMENDATION:**

Staff recommends that the City Council determine that approval of the actions associated with the Redlands Festival of Arts event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council approve the request for in-kind support in the amount of \$11,448.00 related to the Redlands Festival of Arts event hosted by the Redlands Arts Festival Association, Inc. (Association), on May 23 and 24, 2026; approve temporary street closures along South 4th Street and Eureka Street; and authorize the sale and consumption of alcoholic beverages at the event.

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**DISCUSSION:**

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide beneficial services to the community. In an effort to support programs that provide community benefit, the City Council will, from time to time, consider the authorization of in-kind support, including the use of City equipment, staff, and facilities for special events.

The Redlands Arts Festival Association, Inc., is a registered non-profit organization based in the City of Redlands. The Association is requesting to host their 15th annual Redlands Festival of Arts at Smiley Park and a portion of the Redlands Bowl lawn. The event will be held on Saturday, May 23 and Sunday, May 24, 2026 from 8:00 a.m. to 5:00 p.m. The event will include over 100 local artists, food trucks, a beer and wine garden and live music. The Association anticipates 5,000 to 7,000 attendees over the two-day event.

The Association is requesting in-kind support in the amount of \$11,448.00 for departmental resources, including Police personnel and Facilities and Community Services (FCS) personnel, park facilities and equipment. Previously, the City Council approved \$7,587.00 in in-kind support for last year's 14th Annual Redlands Festival of Arts event, hosted on Saturday, May 24, 2025, and Sunday, May 25, 2025.

In addition, the Association is requesting the periodic temporary street closures from Friday, May 22, 2026 at 6:00 a.m. through Sunday, May 24, 2026 at 8:00 p.m. The request for street closures includes Eureka Street from West Olive Avenue to the south side of the Joslyn Senior Center parking lot. A soft closure would be erected with barricades and personnel from West Olive Avenue to the north side of the Contemporary Club parking lot, then a hard closure would be in place, using the Meridian crash barriers, from the north side of the Contemporary Club parking lot to the south side of the Joslyn Senior Center parking lot. The soft closure will allow residents in this portion of Eureka Street access to their driveways and homes during the closure dates. The request for street closures also includes South 4th Street between West Vine Street and the north side of the Contemporary Club parking lot. This portion would also be closed as a hard closure with the use of the Meridian crash barriers. The closure of Eureka Street and South 4th Street would be installed on Friday, May 22, at 6:00 a.m. and remain in place until Sunday, May 24, at 8:00 p.m. The soft closure on Eureka Street would be temporarily removed each evening after event activities conclude to allow normal resident access overnight and would be reinstalled the following morning, prior to the start of event activities.

City Council approval is also necessary to authorize the consumption and sale of alcohol for this event due to its proposed location at Smiley Park. Staff's approval authority is limited to only enclosed public areas in public parks as defined by Resolution No. 7559.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of the construction or replacement of a minor accessory structure next to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

**ALTERNATIVES:**

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closures and the sale and consumption of alcohol and/or direct staff accordingly.

**STRATEGIC PLAN:**

Priority A: Quality of Life, Beautification, Arts and Culture.

**SUBMITTED BY:**

Tabitha Crocker, Facilities & Community Services Director

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Christopher Boatman, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Jaclyn Ramirez, Admin Assistant

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**FISCAL IMPACT**

**Fiscal Year:** 2025/2026

**Revenue Generating:** Yes

**Amount:** \$11,448.00

**Budgeted Y/N:** N

**Account No.:**

**Additional Appropriation Required:** No

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**Discussion:**

Please see the "Fiscal Impact" attachment for reference.

**Attachments**

[A\\_Special\\_Event\\_Application\\_-\\_Festival\\_of\\_Arts.pdf](#)

[B\\_In-Kind\\_Request\\_-\\_Festival\\_of\\_Arts.pdf](#)

[C\\_Event\\_Map\\_-\\_Festival\\_of\\_Arts.pdf](#)

[D\\_Verification\\_of\\_Non-Profit\\_-\\_Festival\\_of\\_Arts.pdf](#)

[E\\_ABC\\_Application\\_-\\_Festival\\_of\\_Arts.pdf](#)

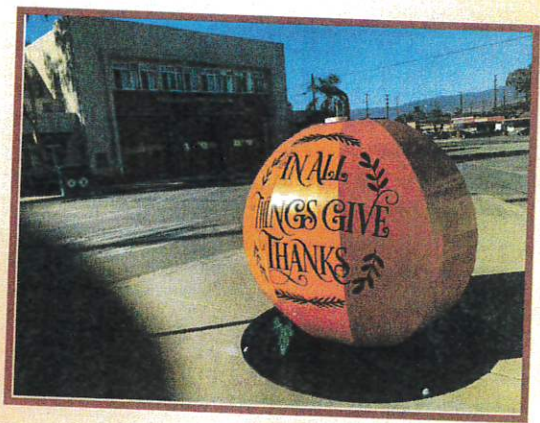
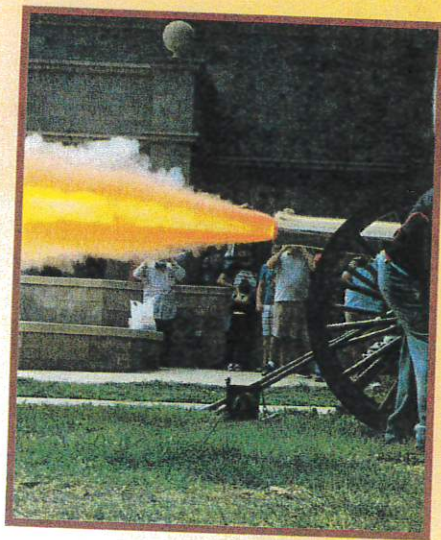
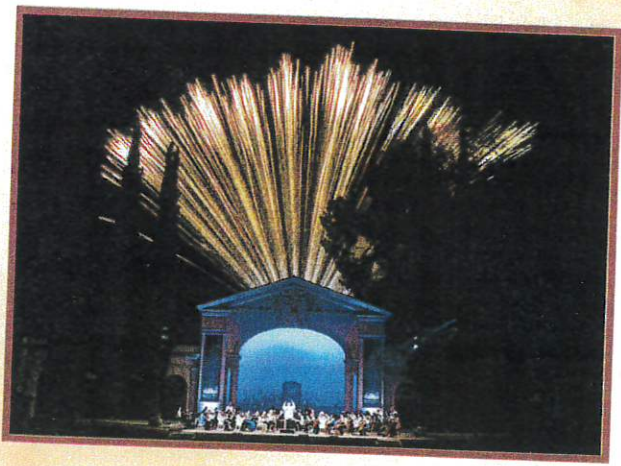
[F\\_Street\\_Closure\\_Approval\\_-\\_Festival\\_of\\_Arts.pdf](#)

[G\\_Fiscal\\_Impact\\_-\\_Festival\\_of\\_Arts.pdf](#)



City of Redlands  
35 Cajon Street, Ste. 222  
Redlands, CA 92373  
(909) 798-7655 ext 3

**SPECIAL EVENTS PERMIT APPLICATION**  
EVENT: Redlands Festival of Arts  
ORGANIZER: Redlands Arts Festival Assn., Inc.  
Date of Event: 5/23-24/2026  
Date Submitted: 1/23/2026



**NOTICE TO PERMIT APPLICANT**

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months** prior to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

# SUMMARY OF EVENT

Event Title Redlands Festival of Arts  
 Description Art show with 100+ artists, eight food trucks, one beer & wine garden, two locations for small musical groups to perform. All totally gated. One the annual show. Founded in 2013 in Smiley Park.

Date/Time Setup	Date	<u>Friday May 22</u>	Time	<u>8am - 6pm</u>	Location(s)	<u>Smiley Park</u>
Event Starts	Date	<u>Sat May 23</u>	Time	<u>8am - 6pm</u>	Location(s)	<u>" "</u>
Event Ends	Date	<u>Sun May 24</u>	Time	<u>8am - 5pm</u>	Location(s)	<u>" "</u>
Dismantle	Date	<u>Sun May 24</u>	Time	<u>5pm - 8pm</u>	Location(s)	<u>" "</u>

Beer and wine Garden will close at 4pm (an hour early) \*Submit a Site Plan for each venue listed  
 Anticipated Attendance: Total 7,000 Per Day 3,500 Participants: Total 7,000 Per Day 3,500

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

Primary Contact:  
 Name: Jerry Bean  
 Address: 1320 Drake Ridge Cv Redlands  
 City, State, Zip: Redlands CA 92373  
 Phone: 909 816-9913 (cell)  
 Email:

Secondary Contact:  
Lynn Whitmer  
30376 E. Sunset Dr South  
Redlands CA 92373  
909 534-9619 (cell)  
lynn@louislaner.com

Name of Organization: Redlands Arts Festival Assoc. Inc Is it Non-Profit? YES  
 Tax I.D. #:

- |   |                                     |   |
|---|-------------------------------------|---|
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>         | Is this an annual event? How many years have you been holding this event? <u>14 years</u>   |
| <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A            |
| <input type="checkbox"/>                | <input checked="" type="checkbox"/> | Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A                          |
| <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | Will you be serving alcohol? If yes, please complete <u>both</u> Alcohol Permit forms in Appendix A                                       |
| <input type="checkbox"/>                | <input checked="" type="checkbox"/> | Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A                             |
| <input type="checkbox"/>                | <input checked="" type="checkbox"/> | Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A                               |
| <input checked="" type="checkbox"/>     | <input type="checkbox"/>            | Vendor(s)? If yes please complete the Vendor List in Appendix A. <u>All artists. More than 100. All will have sales tax registration.</u> |

## ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

- Will there be a Clear Path of Travel throughout your event venue? Please describe Along all existing side walks and streets and through glassy area of park
- Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe Disabled parking at Roslyn Community Center
- Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe Redlands Bowl Performing Arts will have its restrooms available to use. No portable units.
- Will all food, beverage and vending areas be accessible? Please describe Yes, will be on 4th St. and/or Contemporary Club parking lot.
- Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe Yes. Black and white signs for restrooms and courts.
- If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe \_\_\_\_\_
- If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe \_\_\_\_\_
- If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe All will be accessible.

## RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

- Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets None

If no: Please explain: Redlands Bowl Performing Arts will have its restrooms available to us at Mission Gables.

Rest Room Company \_\_\_\_\_

Address Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Day \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_ Pager/Cellular \_\_\_\_\_



# ENTERTAINMENT PLAN

YES NO

- Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages Two

Number of Performers/Bands 20

Performer/Band name and music type All different for limited range background music

- Will sound checks be conducted prior to the event?  
If yes, Start time \_\_\_\_\_ Finish time \_\_\_\_\_
- Will sound amplification be used? Possible small units  
If yes, Start time 8 am Finish time 5 pm
- Do you plan to have a patron dance component to either live or recorded music at your event?  
If yes, please describe \_\_\_\_\_
- Please describe the sound equipment that will be used for your event  
Small personal units
- Will inflatables, such as jumpers, or similar devices be used at your event?  
If yes, please describe \_\_\_\_\_
- Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?  
If yes, please fill out a fireworks permit also located in this packet.  
If yes, please describe \_\_\_\_\_
- Will your event include the use of any signs, banners, decorations, or special lighting?  
If yes, please describe Small signs and banners
- Will there be massage activities at your event? If yes, please describe \_\_\_\_\_
- Do your event plans include any, drawings or raffle opportunities?  
If yes, please describe \_\_\_\_\_

## SITE PLAN

Your event site plan/route map should include but not be limited to:

- An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- The location of first aid facilities and ambulances.
- The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills *All food Trucks.*
- Generator locations and/or source of electricity.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- Identification of all event components that meet accessibility standards.
- A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- Other related event components not listed above.

## TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
Friday, May 22, 2026	Artist set up of booths
Saturday, May 23, 2026	Show opens 8am; Closes 5pm*
Sunday, May 24, 2026	Show closes 5pm
Sunday May 24, 2026	Show dismantles, 5 p.m. until finished.
Sunday, May 24, 2026	Walk the grounds to make sure it is picked up and clean
	* Beer and Wine Garden will close an hour earlier at 4 pm on Saturday and Sunday.

## ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

- Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- Free/Host Alcohol  
 Alcohol Sales  
 Host and Sale Alcohol  
 Beer  
 Beer and Wine  
 Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event.

Sale is through tickets only at the event. No excessive  
sale is allowed. Trained and certified beer and wine pourer  
will be on duty, per new state law

## MITIGATION OF IMPACT

YES NO

- Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain Only the ~~at~~ nearby churches. On Sunday especially we provide complete access!

- Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain We have made personal contact with the churches.

## MARKETING AND PUBLIC RELATIONS

Yes No

- Will this event be marketed, promoted, or advertised in any manner?

Advertised by  
if yes, please describe San Redlands Community News. News releases sent to media in San Bernardino County and Riverside County.

- Will there be live media coverage during the event?

if yes, please describe \_\_\_\_\_

- Will media vehicles be parked within the event venue?

if yes, please describe safety plan \_\_\_\_\_

- Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

if yes, please describe Have a problem, but we would talk to any who try to do this.

## INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency ~~with previous to event~~, Cutler Insurance Agency

Address Street 201 Cajun St  
City Redlands State CA Zip 92373

Telephone Day 909 307-8500 Evening same Fax \_\_\_\_\_ Pager/Cellular \_\_\_\_\_

Contact Name Tom Cutler

Policy Type \_\_\_\_\_

Policy Amount \_\_\_\_\_

Policy Number \_\_\_\_\_

We will bring policy to the city shortly before the ~~event~~ event.

J. Jean  
Policies will use language provided by the city in 2025.

# AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization Jerry Bean / Redlands Art Festival Assn

Title \_\_\_\_\_

Signature Jerry Bean

Date 1/23/2026

Print Name of Professional Event Organizer None

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



# City of Redlands

## In-Kind Support Request

Event Name:

Event Date(s):  Location(s):

Rain Out Date:  Beginning Time:  End Time:

**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.

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

Traffic (Personnel, equipment, cones, barricades, no-parking)

Police (Public Safety Personnel)

Fire (Paramedics, Inspectors)

Parks (Cleanup Personnel, Ball Field Lights)

Facility

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

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

Other

Group/Organization Name:

Is your Group/Organization a Registered Non-Profit:  Yes  No Non-Profit Federal Tax ID Number:

Does your Group/Organization Presently Have Liability Insurance?  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?

Primary Contact Name & Title:

Mailing Address:

Phone Number:  E-Mail Address:

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

Provides avenues for local artists to exhibit and sell their work. Fundraised by the show are able to help youth art and education.

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

Helps establish redlands qsa center for art activities. 7,000+ get to enjoy and help w/ artist sales that will also bring revenue to the downtown area.

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	5,000	4,500	
Attendance: Non-Residents	2,000	2,000	
Food & Beverage Sales	\$10K		
Merchandise Sales	0	0	\$5K
Ticket/Entrance Fees	none	none	\$50K artist sales
Other			
Total Revenue			

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

Signature:

Title:

Please Print Your Name:

Date:

To Be Completed by the City of Redlands

Date Received:

Received By:

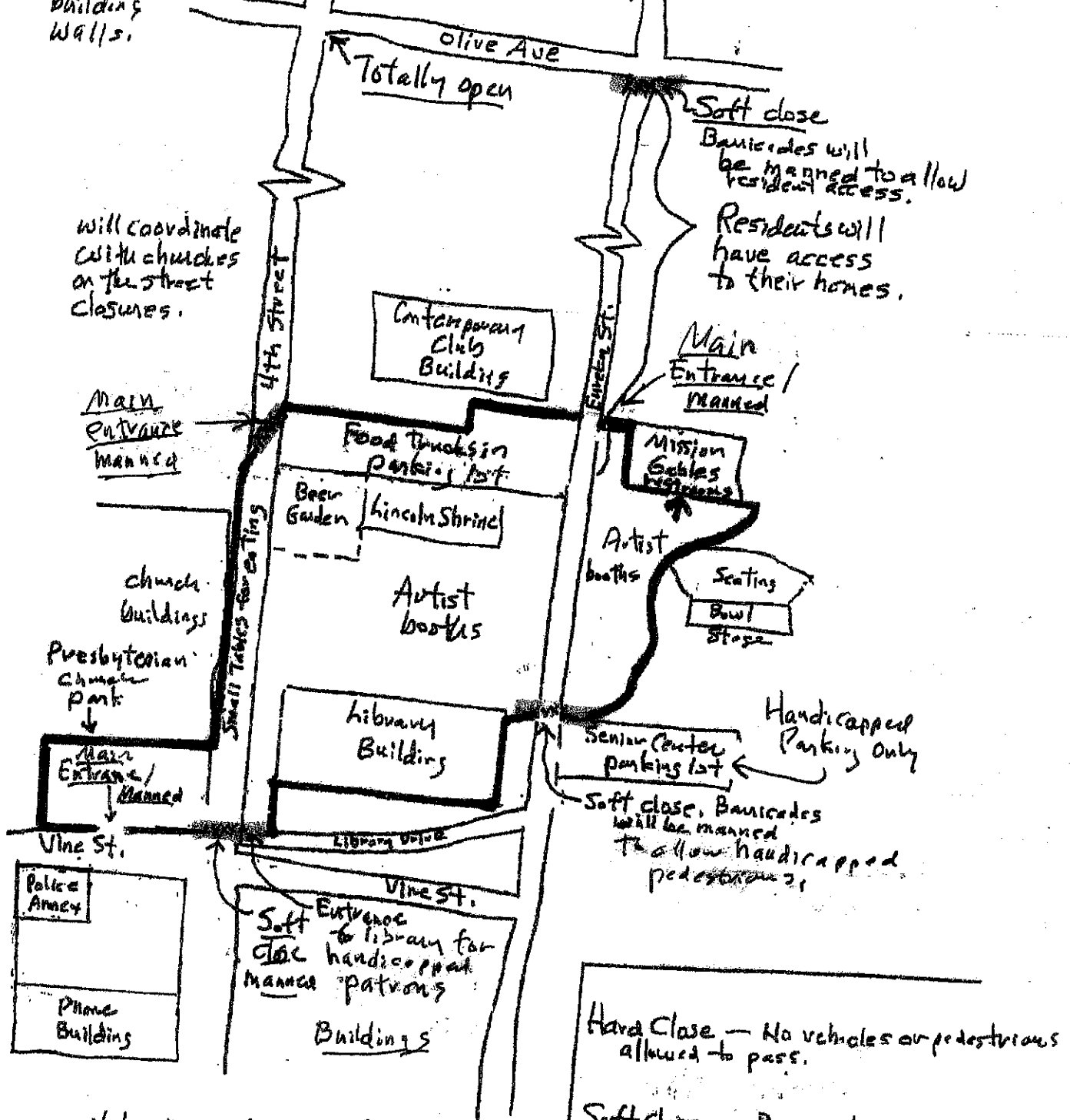
Notes:

City Manager Approval:

City Council Approval:

Art show area will be totally enclosed by fencing or by building walls.

# Redlands Festival of Arts May 23 & 24 / 2026



will coordinate with churches on the street closures.

Soft close  
Barricades will be manned to allow resident access.  
Residents will have access to their homes.

Main Entrance / Manned

Main Entrance / Manned

church buildings  
Presbyterian Church  
park

Main Entrance / Manned

Artist booths  
Seating  
Bowl Stage

Handicapped Parking Only

Soft close. Barricades will be manned to allow handicapped pedestrians.

Soft close Entrance to library for handicapped patrons  
manned

Hard Close - No vehicles or pedestrians allowed to pass.

Soft close - Barricades will be manned to allow residents to pass.

Approximate location of fence or sides of buildings

Note: On east side of library, fence will be located to allow handicapped access to building, or a soft close can be opened to vehicles if necessary.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 15 2013

REDLANDS ARTS FESTIVAL ASSOCIATION  
1320 DRAKE RIDGE CREST  
REDLANDS, CA 92373

Employer Identification Number:

DLN:

17053247403043

Contact Person:

JODI L GARUCCIO

ID# 31481

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

February 27, 2013

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

**DAILY LICENSE APPLICATION**

Complete all applicable items. Submit this application to your local ABC District Office with the required fee payable to ABC. To determine fee(s) due, visit <https://www.abc.ca.gov/licensing/license-fees>. Once the daily license is issued, fees cannot be refunded. Listing of ABC District Office is available at <https://www.abc.ca.gov/contact/>. Please visit <https://www.abc.ca.gov/abc-221-instructions/> for further instructions.

ABC USE ONLY		
License #	Receipt #	Fee \$
Conditions Requested <input type="checkbox"/> Yes <input type="checkbox"/> No		Diagram Requested <input type="checkbox"/> Yes <input type="checkbox"/> No
License Type <input type="checkbox"/> B & W <input type="checkbox"/> General <input type="checkbox"/> Special		

**SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION**

Organization Name <b>Redlands Festival of Arts</b>	Tax ID*
Organization Mailing Address <b>1940 Country Club Lane, Redlands CA 92373</b>	

**LICENSE TYPE**

<input type="checkbox"/> <b>Special Daily Beer and Wine</b> <input type="checkbox"/> Amateur Sports Organization <input checked="" type="checkbox"/> Charitable <input checked="" type="checkbox"/> Civic <input type="checkbox"/> Cultural <input type="checkbox"/> Fraternal <input type="checkbox"/> Political <input type="checkbox"/> Religious <input type="checkbox"/> Social <input type="checkbox"/> Other:	<input type="checkbox"/> <b>Daily General</b> <input type="checkbox"/> Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure <input checked="" type="checkbox"/> Organization Formed for Specific Charitable or Civic Purpose <input type="checkbox"/> Fraternal Organization in Existence over Five Years with Regular Membership <input type="checkbox"/> Religious Organization <input type="checkbox"/> Vessel per Section 24045.10 B&P (\$50.00)	<input type="checkbox"/> <b>Special Temporary License</b> <input type="checkbox"/> Television Station per Section 24045.2 or 24045.9 B&P <input checked="" type="checkbox"/> Non-profit Corporation per Section 24045.4 and 24045.6 B&P <input type="checkbox"/> Person conducting Estate Wine Sale per Section 24045.8 B&P <input type="checkbox"/> Women's Educational and Charitable Organization per Section 24045.3 B&P <input type="checkbox"/> Other Special Temporary License Per Section: License #:                      Amount:
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**SECTION 2. EVENT DETAILS**

Event Dates <b>5/23 and 5/24</b>	Total # of Days <b>2</b>	Hours of Alcoholic Beverage Sales, Service and/or consumption <b>10 am To 4 pm</b>	Virtual Event <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Mark Yes, if the event is 100% virtual</i>
Event Address (Street #, name, and city) <b>1940 Country Club Lane Redlands CA 92373</b>		Event Location Description (Jones Park, Pavilion A, etc.) <b>Smiley Park, Redlands</b>	Location Within the City Limit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Event Type <input type="checkbox"/> Barbeque <input type="checkbox"/> Dinner <input type="checkbox"/> Sporting Event <input type="checkbox"/> Birthday <input type="checkbox"/> Festival <input type="checkbox"/> Social Gathering <input type="checkbox"/> Concert <input type="checkbox"/> Lunch <input type="checkbox"/> Wedding <input type="checkbox"/> Carnival <input type="checkbox"/> Mixer <input checked="" type="checkbox"/> Other: <b>Fine Arts Show</b> <input type="checkbox"/> Dance <input type="checkbox"/> Picnic	Type of Entertainment <b>Small music groups</b>	Estimated Attendance <b>7,000 over two days</b>	Security Guard If Yes, how many <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>2 police officers</b>
		Event Open to Public <input type="checkbox"/> Yes <input type="checkbox"/> No	Outdoor Event <input checked="" type="checkbox"/> Yes* <i>*If Yes, a diagram of the event area is required</i> <input type="checkbox"/> No

**REQUIRED**

By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

**SECTION 3. CONTACT INFORMATION**

Contact Person <b>Jerry Bean</b>	Phone Number <b>909 816-9913 (cell)</b>	Email Address <b>jerrybean1@gmail.com</b>
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**SECTION 4. SIGNATURES AND APPROVALS**

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name <b>Jerry Bean</b>	Phone Number <b>909 816-9913</b>	Signature <b>Jerry Bean</b>	Date Signed <b>1/23/2026</b>
Property Owner Approval By (Name) Required <b>Tabitha Crocker</b>	Phone Number <b>909-798 7655</b>	Signature <b>Tabitha Crocker</b>	Date Signed <b>1/27/26</b>
Law Enforcement Approval By (Name), if applicable <b>Ryan STEINMAUS</b>	Phone Number <b>909 647 8165</b>	Signature <b>[Signature]</b>	Date Signed <b>1/28/26</b>
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**

# SUPPLEMENTAL DIAGRAM

### Instructions to Applicant:

Draw a sketch of the area on which the licensed premises is or will be located. Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle) <i>Realaud's Festival of Arts</i>	2. LICENSE TYPE
3. PREMISES ADDRESS (Street number and name, city, zip code) <i>Smiley Park</i>	4. NEAREST CROSS STREET <i>Vine St.</i>

### DIAGRAM

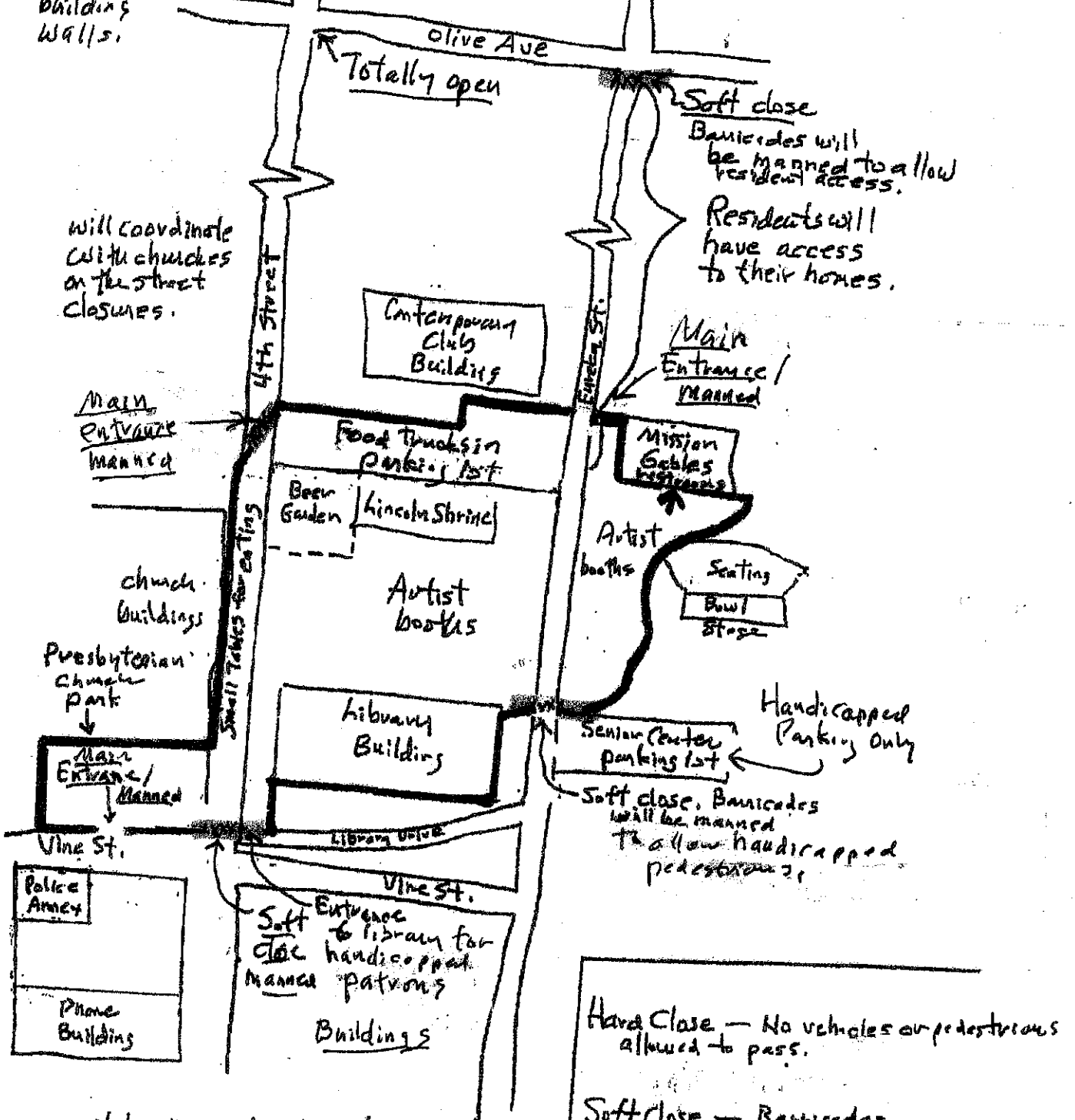
*Diagram attached.*

I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE <i>Jerry Beam</i>	DATE SIGNED <i>1/2025</i>
<b>FOR ABC USE ONLY</b>	
CERTIFIED CORRECT (Signature)	PRINTED NAME
INSPECTION DATE	

Art show area will be totally enclosed by fencing or by buildings walls.

# Redlands Festival of Arts May 23 & 24 / 2026



will coordinate with churches on the street closures.

Soft close  
Barricades will be manned to allow resident access.  
Residents will have access to their homes.

Main Entrance / Manned

Main Entrance / Manned

church buildings

Presbyterian Church Park

Main Entrance / Manned

Artist booths  
Seating Bowl Stage

Handicapped Parking Only

Senior Center parking lot

Soft close. Barricades will be manned to allow handicapped pedestrians.

Vine St.  
Police Annex  
Phone Buildings

Soft Entrance to library for handicapped patrons

Buildings

Hard Close - No vehicles or pedestrians allowed to pass.

Soft Close - Barricades will be moved to allow residents to pass.

— Approximate location of fence or sides of buildings

Note: On east side of library, fence will be located to allow handicapped access to building, and a soft close can be opened to vehicles if necessary.



Event: Festival of Arts

Date: 5/22-24/2020

# PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

1. Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).
2. Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).
3. Applicant MUST provide insurance coverage per City's requirements (see reverse)
4. Written permission from all residents of the effected portion of the street MUST be attached.
5. No tables or other objects shall be placed on the street surface.
6. No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7. Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8. Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9. This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Redlands Festival of Arts

To close (street names) 4th St between Vine St and Olive Ave

Between (street names) Eureka St. Between Vine St and Olive Ave

Day & date 5/22-5/24 Event times - from (time) 7:00  am  pm to (time) 7:00  am  pm

Address of Applicant: 1320 Drake Ridge Ct Redlands, 92376 Phone No: 909-816-9913

Signature of Applicant: Jerry Bean Applicant Name (print): Jerry Bean

Condition(s); set up & clean up time required: May 22-24th Street Closure from 7am - 7pm (All days)

Event Description: Fine Arts Show with beer and wine garden.

### FOR OFFICE USE ONLY

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

1. [Signature]  
Chief of Police

2/10/20  
Date

2. [Signature]  
Municipal Utilities & Engineering Department

2/14/20  
Date

3. [Signature]  
Facilities & Community Services Department

1/27/20  
Date

4. [Signature]  
Risk Management Division

2/23/20  
Date

Street Closure time: From 5/22/20  am  pm To 5/24/20  am  pm

Staff Notes:

\_\_\_\_\_

\_\_\_\_\_

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.

<b>Departmental Charges (Personnel &amp; Equipment)</b>	<b>2025-2026 Amount</b>	<b>Type</b>	<b>2024-2025 Amount</b>
Police Personnel <sup>1</sup>	\$4,978.00	Hard Cost	\$3,997.00
Fire Personnel <sup>1</sup>	\$0.00	Hard Cost	\$0.00
Facilities & Community Services Personnel <sup>1</sup>	\$3,375.00	Hard Cost	\$3,375.00
<b>Personnel &amp; Equipment Subtotal</b>	<b>\$8,353.00</b>		<b>\$7,372.00</b>
<b>Fees Established by City Council Resolution</b>			
Park Reservation	\$215.00	Soft Cost	\$215.00
FCS Equipment	\$2,880.00	Soft Cost	\$0.00
Fire Equipment	\$0.00	Soft Cost	\$0.00
<b>Fees Subtotal</b>	<b>\$3,095.00</b>		<b>\$215.00</b>
<b>Total Departmental Charges and Fees</b>	<b>\$11,448.00</b>		<b>\$7,587.00</b>
	<b>\$8,353.00</b>	Hard Cost	<b>\$7,372.00</b>
	<b>\$3,095.00</b>	Soft Cost	<b>\$215.00</b>
	<b>\$11,448.00</b>	Total	<b>\$7,587.00</b>

<sup>1</sup>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 2025-26 to date:

TABLE 2: FY 2025-26 Fee Waivers to date

<b>Hard Costs</b>	<b>Soft Costs</b>	<b>Deposits Refunded</b>	<b>Waiver Amount</b>	<b>Net Amount</b>
\$472,219.93	\$45,898.59	\$0.00	\$518,118.52	\$518,118.52



**City Council**

**AGENDA ITEM NO. 113.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve the request of an in-kind support in the amount of \$54,212.28 related to the Summer Music Festival hosted by Redlands Bowl Performing Arts (RBPA), beginning June 19, 2026, and continuing through August 14, 2026; approve temporary street closures of Eureka Street and Grant Street; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

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**MOTION:**

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

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move that the City Council approve the request for in-kind support in the amount of \$54,212.28; and
3. I move that the City Council approve the temporary street closures of Eureka Street & Grant Street for the Summer Music Festival event, beginning June 19, 2026, and continuing through August 14, 2026.

**RECOMMENDATION:**

Staff recommends that the City Council determine that approval of the actions associated with the Summer Music Festival event are exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council approve the request of an in-kind support in the amount of \$54,212.28 related to the Summer Music Festival event hosted by Redlands Bowl Performing Arts, beginning June 19, 2026, and continuing through August 14, 2026, and approve temporary street closures of Eureka Street & Grant Street.

**DISCUSSION:**

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide beneficial services to the community. In an effort to support programs that provide community benefit, the City Council will, from time to time, consider the authorization of in-kind support, including the use of City equipment, staff, and facilities for special events.

Redlands Bowl Performing Arts (RBPA), formerly Redlands Community Music Association, Inc. (RCMA), is a registered non-profit organization based in the City of Redlands. The RBPA's annual Summer Music Festival is scheduled to begin on June 19, 2026, and continue through August 14, 2026, consisting of nineteen (19) performances over 9 weeks. The twice weekly performances will be held on Tuesdays and Fridays from 6:00 p.m. to 10:00 p.m., with performances starting at 8:00 p.m. The festival includes four performances of "Frozen" from Thursday, July 23, through Sunday, July 26. The RBPA will facilitate a fireworks show on August 14, following the last performance of the festival. The anticipated attendance for the Summer Music Festival event is approximately 6,000 attendees per night, a total of over 100,000 visitors from Redlands and surrounding cities. On January 16, 2007, the City Council approved a lease agreement with RCMA, now RBPA, to use the Redlands Bowl for their summer performances exclusively.

The RBPA is requesting in-kind support in the amount of \$54,212.28 for departmental resources, including Police, Fire, and Facilities and Community Services (FCS) personnel, and FCS facilities (Redlands Bowl, Smiley Park and the Joslyn Senior Center parking lot). Previously, the City Council approved \$42,275.78 in in-kind support for last year's annual Summer Music Festival event.

In addition, the RBPA is requesting periodic temporary street closures from Friday, June 19, 2026, through Friday, August 14, 2026. The request for periodic temporary street closures includes Eureka Street from West Vine Street to West Olive Avenue and Grant Street from the Joslyn Senior Center parking lot to West Olive Avenue. The closures of Eureka Street and Grant Street would be installed on each performance day at 4:00 p.m. and remain in place until 11:00 p.m.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of the construction or replacement of a minor accessory structure next to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

**ALTERNATIVES:**

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closure and direct staff accordingly.

**STRATEGIC PLAN:**

Priority A - Quality of Life, Beautification, Arts and Culture

**SUBMITTED BY:**

Tabitha Crocker, Facilities & Community Services Director

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Marion Cronin, Administrative Analyst

Marion Cronin, Administrative Analyst

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## FISCAL IMPACT

**Fiscal Year:** 2025/2026

**Revenue Generating:** Yes

**Amount:** \$54,212.28

**Budgeted Y/N:** No

**Account No.:**

**Additional Appropriation Required:** No

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### **Discussion:**

Please see the "Fiscal Impact" attachment for reference.

### **Attachments**

[A\\_Special\\_Event\\_Application\\_-\\_Summer\\_Music\\_Festival.pdf](#)

[B\\_In-Kind\\_Support\\_-\\_Summer\\_Music\\_Festival.pdf](#)

[C\\_2026\\_Season\\_Schedule\\_-\\_Summer\\_Music\\_Festival.pdf](#)

[D\\_Verification\\_of\\_non-Profit\\_-\\_Summer\\_Music\\_Festival.pdf](#)

[E\\_Street\\_Closure\\_-\\_Summer\\_Music\\_Festival.pdf](#)

[F\\_Fiscal\\_Impact\\_-\\_Summer\\_Music\\_Festival.pdf](#)



City of Redlands  
35 Cajon Street, Ste. 222  
Redlands, CA 92373  
(909) 798-7655 ext 3

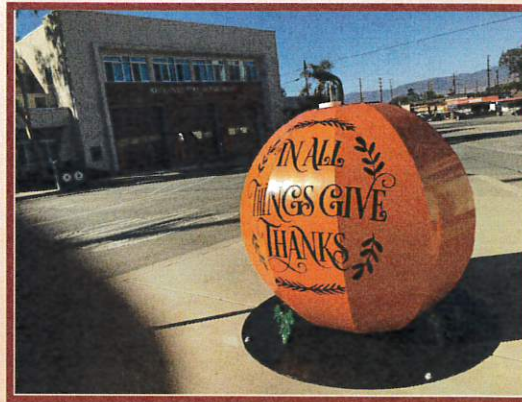
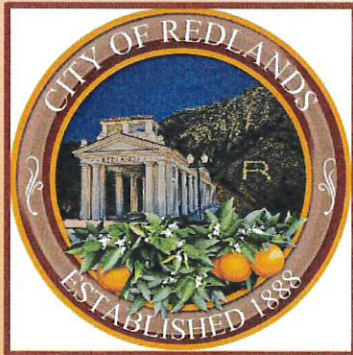
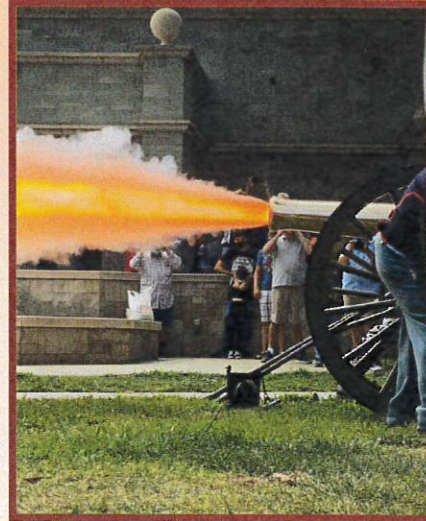
**SPECIAL EVENTS PERMIT APPLICATION**

EVENT: Summer Music Festival

ORGANIZER: PCMA

Date of Event: 06/19 + 8/14 / 2024

Date Submitted: 11 / 10 / 25



**NOTICE TO PERMIT APPLICANT**

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months** prior to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

# SUMMARY OF EVENT

Event Title Summer music Festival

Description Acclaimed music festival presented for over 100 yrs.

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<b>Date/Time</b>			
Setup	Date <u>06/19/26</u>	Time <u>8pm</u>	Location(s) <u>Redlands Bowl</u>
Event Starts	Date <u>06/19/26</u>	Time <u>6:00 pm</u>	Location(s) <u>Redlands Bowl</u>
Event Ends	Date <u>08/14/26</u>	Time <u>10 pm</u>	Location(s) <u>Redlands Bowl</u>
Dismantle	Date _____	Time _____	Location(s) <u>Redlands Bowl</u>

\*Submit a Site Plan for each venue listed

<b>Anticipated Attendance:</b>	Total <u>100,000</u>	Per Day <u>6,000</u>	<b>Anticipated Participants:</b>	Total <u>100,000</u>	Per Day <u>6,000</u>
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**CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:**

	<u>Primary Contact:</u>	<u>Secondary Contact</u>
Name:	<u>Beverly Noerr</u>	<u>Valene Plesler</u>
Address:	<u>168 S. Eureka St</u>	<u>116 S. S. Eureka St.</u>
City, State, Zip	<u>Redlands, Ca. 92373</u>	<u>Redlands, Ca. 92373</u>
Phone:	<u>909.793.7316</u>	<u>909.793.7316</u>
Email:	<u>bnoerr@redlandsbowl.org</u>	<u>vperista@redlandsbowl.org</u>

Name of Organization: RCMA Is it Non-Profit? yes  
Tax I.D. #: \_\_\_\_\_

- |                                  |                                  |  |
|----------------------------------|----------------------------------|--|
| <input checked="" type="radio"/> | <input type="radio"/>            | Is this an annual event? How many years have you been holding this event? <u>102</u>   |
| <input checked="" type="radio"/> | <input type="radio"/>            | Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A |
| <input type="radio"/>            | <input checked="" type="radio"/> | Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A               |
| <input type="radio"/>            | <input checked="" type="radio"/> | Will you be serving alcohol? If yes, please complete <u>both</u> Alcohol Permit forms in Appendix A                            |
| <input type="radio"/>            | <input checked="" type="radio"/> | Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A                  |
| <input type="radio"/>            | <input checked="" type="radio"/> | Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A                    |
| <input checked="" type="radio"/> | <input type="radio"/>            | Vendor(s)? If yes please complete the Vendor List in Appendix A.   |

## SITE PLAN

Your event site plan/route map should include but not be limited to:

- An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- The location of first aid facilities and ambulances.
- The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- Generator locations and/or source of electricity.
- Placement of vehicles and/or trailers.
- Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- Identification of all event components that meet accessibility standards.
- A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- Other related event components not listed above.

## TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
4:00 pm	Joslyn Senior Center parking closed.
5:00 pm	Eureka Street closure
5:30 pm - 7:30 pm	Handicap/artist parking
8:00 pm	Event introduction
8:30 pm	Performance Begins
9:30 pm	Intermission
10:00 pm	Event Ends

\* Tuesday & Friday, June 19, 2026 - August 14, 2026

## MARKETING AND PUBLIC RELATIONS

Yes No

- Will this event be marketed, promoted, or advertised in any manner?

f yes, please describe Social media posts, banners made and placed across Redlands

- Will there be live media coverage during the event?

f yes, please describe \_\_\_\_\_

- Will media vehicles be parked within the event venue?

f yes, please describe safety plan \_\_\_\_\_

- Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

f yes, please describe \_\_\_\_\_

## INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency Hub International

Address Street 3390 University Ave

City Riverside State CA. Zip 92501

Telephone Day (909) 379-1332 Evening \_\_\_\_\_ Fax \_\_\_\_\_ Pager/Cellular \_\_\_\_\_

Contact Name Kim Katz  
Policy Type Commercial General Liability Coverage

Policy Amount \$2,000,000

Policy Number 01-CP-0013982-01-13

## SECURITY PLAN

YES NO

- Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization RPD - 2 officers per night.

Address Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Day \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_ Pager/Cellular \_\_\_\_\_

Private Patrol Operator License# \_\_\_\_\_

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. Event typically has (2) officers on standby walking the

premis and we will hire (2) additional security guards.

## MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires a medical plan.

YES NO

- Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list: \_\_\_\_\_

Medical Services Provider Redlands Fire dept.

Address Street 35 cajan st. ste. 12

City Redlands State ca Zip 92373

Telephone Day (909) 307-7313 Evening \_\_\_\_\_ Fax \_\_\_\_\_ Pager/Cellular \_\_\_\_\_

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

We have a dedicated booth to handle any medical inquiries.

# ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

- Will there be a Clear Path of Travel throughout your event venue? Please describe There are well lit areas to gain access to exits.
- Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe The use of Smiley Library Parking lot will host these guests.
- Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe There are restrooms attached to the mission tables.
- Will all food, beverage and vending areas be accessible? Please describe Ice Cream will be sold along with other food & drinks from the Optimist Club booth.
- Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe There will be barricades along with staff to help guide attendees
- If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe \_\_\_\_\_
- If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe There will be (1) customer service booths at each entrance.
- If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe \_\_\_\_\_

# RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

- Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets \_\_\_\_\_

If no: Please explain: Permenent facilities on site.

Rest Room Company \_\_\_\_\_

Address Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Day \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_ Pager/Cellular \_\_\_\_\_



# ENTERTAINMENT PLAN

YES NO

- Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages 1

Number of Performers/Bands 20 Concerts - 300 musicians

Performer/Band name and music type Summer music Festival

- Will sound checks be conducted prior to the event?

If yes, Start time 5:30pm Finish time 6:30pm

- Will sound amplification be used?

If yes, Start time 5:00pm Finish time 10:00pm

- Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe at times, audience members dance at the bowl.

- Please describe the sound equipment that will be used for your event. Redlands Bowl.

Sound equipment

- Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe

- Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe Concert Finale and possibly in July.

- Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe yes, all marketing content.

- Will there be massage activities at your event? If yes, please describe

- Do your event plans include any, drawings or raffle opportunities?

If yes, please describe Bowl associates, Auxiliary group, Conduct raffles,  
\*all drawings is listed within the state.

## ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

- Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- Free/Host Alcohol  
 Alcohol Sales  
 Host and Sale Alcohol  
 Beer  
 Beer and Wine  
 Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. n/a

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## MITIGATION OF IMPACT

YES NO

- Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain emails to surrounding businesses and places of worship.

- Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

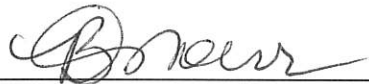
If no, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization Redlands Bowl Performing Arts

Title Executive Director

Signature 

Date 11/10/2025

Print Name of Professional Event Organizer Beverly . Noerr

Title Executive Director

Signature 

Date 11/10/2025



# City of Redlands

## In-Kind Support Request

Event Name:

Event Date(s):  Location(s):

Rain Out Date:  Beginning Time:  End Time:

**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.*

Requesting RPD presence /street closure/ personnel for each night of the summer music festival.

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

Traffic (Personnel, equipment, cones, barricades, no-parking)

Police (Public Safety Personnel)

Fire (Paramedics, Inspectors)

Parks (Cleanup Personnel, Ball Field Lights)

Facility

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

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

Other

Group/Organization Name:

Is your Group/Organization a Registered Non-Profit:  Yes  No Non-Profit Federal Tax ID Number:

Does your Group/Organization Presently Have Liability Insurance?  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?

Primary Contact Name & Title:

Mailing Address:

Phone Number:  E-Mail Address:

**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**

Over 100,000 people attend the festival each year. They shop and dine throughout the city before and after the programs. We continue to receive calls from patrons asking the steps to provide safety for guests at the bowl.

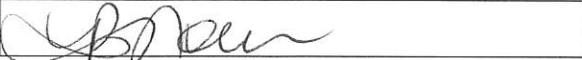
**Describe what economic benefit and impact this event will bring to the City:**

By providing officers at all festival concerts, the public will feel safer and continue to attend, as well as shop and dine in Redlands.

*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	60,000	60,000	
Attendance: Non-Residents	40,000	40,000	
Food & Beverage Sales			
Merchandise Sales			
Ticket/Entrance Fees			
Other			
Total Revenue			

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

Signature: 


Title: Executive Director

Please Print Your Name: Beverly Noerr

Date: 11/10/2025

**To Be Completed by the City of Redlands**

Date Received: 11/18/2026

Received By: 

Notes:

City Manager Approval:

City Council Approval:



**REDLANDS BOWL**  
PERFORMING ARTS

**Summer Music Festival  
2026 Season Schedule**

**Programs start at 8:00PM**  
*No admission charged*

**Friday, June 19**

Yacht Rock Symphony  
Featuring Ambrosia and John Ford Coley

**Tuesday, June 23**

Grand Finals of the Young Artists Concerto Competition  
Roger Kalia, Music Director & Conductor

**Friday, June 26**

Ticket to the Moon: The ELO Experience

**Tuesday, June 30**

Ashes & Arrows

**Friday, July 3**

A Star-Spangled Evening of Patriotic Pops  
Produced and Conducted by Nolan Livesay

**Tuesday, July 7**

The Filharmonic  
A Capella Sensations

**Friday, July 10**

Leyenda Folklorico

**Tuesday, July 14**

The "Sweet Caroline" Tour  
Starring Jay White  
A Neil Diamond Tribute

**Friday, July 17**

The Hutchins Consort  
Celebrating Vivaldi's *Four Seasons*

**Thursday, July 23 – July 26**

**FROZEN**  
THE SECOND MUSICAL

Produced and Directed by Nathan Prince  
and Steve Simons of Legendary Productions  
Public Dress Rehearsal: Tuesday, July 21

**Tuesday, July 28**

TAIKOPROJECT

**Friday, July 31**

West Side Story in Concert  
Featuring the Inland Master Chorale  
Joseph Modica, Artistic Director & Conductor

**Tuesday, August 4**

Navy Band Southwest

**Friday, August 7**

The Doo Wop Project

**Tuesday, August 11**

The World Famous Glenn Miller Orchestra

**Friday, August 14**

**Fireworks Finale!**

An Evening with the Redlands Symphony  
Featuring Miclen LaiPang, Violin

**Friday, December 4**

A Holiday Evening with Phat Cat Swinger!

# Redlands Community Music Association Inc.

EIN: | Redlands, California, United States

## Other Names

REDLANDS COMMUNITY MUSIC ASSOCIATION  
REDLANDS COMMUNITY MUSIC ASSOCIATION INC

## 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 2022 Form 990T](#)

[✓ Tax Year 2021 Form 990](#)

✓ Tax Year 2021 Form 990T

✓ Tax Year 2020 Form 990

✓ Tax Year 2019 Form 990

✓ Tax Year 2018 Form 990

✓ Tax Year 2017 Form 990

✓ Tax Year 2017 Form 990T

✓ Tax Year 2016 Form 990

✓ Tax Year 2016 Form 990T

✓ Tax Year 2016 Form 990T

✓ Tax Year 2015 Form 990



Event: Summer Music Festival

Date: 06/14 - 15/19

# PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

1.	Street Closure Diagram <b>MUST</b> be attached. (Failure to submit diagram will result in non-issuance of permit).
2.	Event Flyer or Event Description <b>MUST</b> be attached. (Failure to submit flyer or event description will result in non-issuance of permit).
3.	Applicant <b>MUST</b> provide insurance coverage per City's requirements (see reverse)
4.	Written permission from all residents of the effected portion of the street <b>MUST</b> be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Redlands Bowl Performing Arts

To close (street names) Eureka St & Grant St

Between (street names) Starting by Smiley Library up to Olive & Grant St from Brookside to Olive

Day & date 06/14-08/14 Event times - from (time) 5:00  am  pm to (time) 10:00  am  pm

Address of Applicant: 168 S. Eureka St Phone No: 909-793-7316

Signature of Applicant: [Signature] Applicant Name (print): Beverly Noer

Condition(s); set up & clean up time required: Set up will begin at 4:30pm & be  
be picked up by 10pm

Event Description: Summer Music Festival

### FOR OFFICE USE ONLY

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

1. [Signature]  
Chief of Police

12/11/25  
Date

2. [Signature]  
Municipal Utilities & Engineering Department

12/15/25  
Date

3. [Signature]  
Facilities & Community Services Department

12/8/25  
Date

4. [Signature]  
Risk Management Division

12/15/25  
Date

Street Closure time: From 4  am  pm To 11  am  pm

Staff Notes:

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.

<b>Departmental Charges (Personnel &amp; Equipment)</b>	<b>2025-2026 Amount</b>	<b>Type</b>	<b>2024-2025 Amount</b>
Police Personnel <sup>1</sup>	\$30,000.00	Hard Cost	\$30,000.00
Fire Personnel <sup>1</sup>	\$9,211.28	Hard Cost	\$335.78
Facilities & Community Services Personnel <sup>1</sup>	\$7,200.00	Hard Cost	\$7200.00
<b>Personnel &amp; Equipment Subtotal</b>	<b>\$46,411.28</b>		<b>\$37,535.78</b>
<b>Fees Established by City Council Resolution</b>			
Park Reservation	\$7,801.00	Soft Cost	\$2,040.00
FCS Equipment	\$0.00	Soft Cost	\$0.00
Fire Equipment	\$0.00	Soft Cost	\$2,700.00
<b>Fees Subtotal</b>	<b>\$7,801.00</b>		<b>\$4,740.00</b>
<b>Total Departmental Charges and Fees</b>	<b>\$54,212.28</b>		<b>\$42,275.78</b>
	<b>\$46,411.28</b>	Hard Cost	<b>\$37,535.78</b>
	<b>\$7,801.00</b>	Soft Cost	<b>\$4,740.00</b>
	<b>\$54,212.28</b>	Total	<b>\$42,275.78</b>

<sup>1</sup>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 2025-26 to date:

TABLE 2: FY 2025-26 Fee Waivers to date

<b>Hard Costs</b>	<b>Soft Costs</b>	<b>Deposits Refunded</b>	<b>Waiver Amount</b>	<b>Net Amount</b>
\$480,572.93	\$48,993.59	\$0.00	\$529,566.52	\$529,566.52



**City Council**

**AGENDA ITEM NO. 114.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve the request of an in-kind support in the amount of \$10,854 for the street closures related to the Jagannath Rath Yatra (Summer Float Festival) event held on Saturday, July 25, 2026, hosted by Shri Darshan, and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

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**MOTION:**

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

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move that the City Council approve the request for in-kind support in the amount of \$10,854.00; and
3. I move that the City Council approve the temporary street closures of Church Street, East Colton Avenue, Division Street, and East High Avenue for the Jagannath Rath Yatra, which will be held on Saturday, July 25, 2026.

**RECOMMENDATION:**

Staff recommends that the City Council determine that approval of the actions associated with the Jagannath Rath Yatra event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council approve the request for in-kind support in the amount of \$10,854.00 related to the Jagannath Rath Yatra event, hosted by Shri Darshan, on July 25, 2026; and approve temporary street closures of Church Street, East Colton Avenue, Division Street, and East High Avenue.

**DISCUSSION:**

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide beneficial services to the community. In an effort to support programs that provide community benefit, the City Council will, from time to time, consider the authorization of in-kind support, including the use of City equipment, staff, and facilities for special events.

Shri Darshan is preparing its second Jagannath Rath Yatra event, scheduled to take place on Saturday, July 25, 2026, starting at 11:45 a.m. The Jagannath Rath Yatra is a traditional Hindu festival featuring the procession of chariots carrying deities. Shri Darshan describes the celebration as a community-centered gathering that strengthens the organization's mission by increasing community visibility, deepening cultural and interfaith understanding, and fostering meaningful engagement with residents. The anticipated attendance for the Jagannath Rath Yatra event is approximately 220 attendees.

Shri Darshan is requesting in-kind support in the amount of \$10,854.00 for departmental resources, including Police and Facilities and Community Services (FCS) personnel to set up and facilitate the requested street closures. Previously, the City Council approved \$8,446.00 in in-kind support for the Jagannath Rath Yatra event held Saturday, July 14, 2025.

In addition, Shri Darshan is requesting temporary street closures on Saturday, July 25, 2026, from 10:30 a.m. through 3:30 p.m. The request for temporary street closures includes Church Street, East Colton Avenue, Division Street, and East High Avenue.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of the construction or replacement of a minor accessory structure next to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

**ALTERNATIVES:**

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closures and direct staff accordingly.

**STRATEGIC PLAN:**

Priority A - Quality of Life, Beautification, Arts and Culture

**SUBMITTED BY:**

Tabitha Crocker, Facilities & Community Services Director

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Christopher Boatman, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Marion Cronin, Administrative Analyst

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**FISCAL IMPACT**

**Fiscal Year:** 2026/2027

**Revenue Generating:** Yes

**Amount:** \$ 10,854.00

**Budgeted Y/N: No**

**Account No.:**

**Additional Appropriation Required: Yes or No**

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**Discussion:**

Please see the "Fiscal Impact" attachment for reference.

**Attachments**

[A\\_In-Kind\\_Support\\_Request\\_-\\_Jagannath\\_Rath\\_Yatra.pdf](#)

[B\\_Event\\_Flyer\\_-\\_Jagannath\\_Rath\\_Yatra.pdf](#)

[C\\_Street\\_Closure\\_-\\_Jagannath\\_Rath\\_Yatra.pdf](#)

[D\\_Verification\\_of\\_Non-Profit\\_-\\_Jagannath\\_Rath\\_Yatra.pdf](#)

[E\\_Fiscal\\_Impact\\_-\\_Jagannath\\_Rath\\_Yatra.pdf](#)



# City of Redlands

## In-Kind Support Request

Event Name:

Event Date(s):  Location(s):

Rain Out Date:  Beginning Time:  End Time:

### 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 event is a community-based cultural and religious chariot procession, also known as the Summer Float Festival, organized by a local nonprofit organization. The festival involves a traditional chariot carrying deities, which is pulled along designated public streets for a limited duration. The procession is accompanied by devotional music, community participation, and cultural observances. The event is peaceful, family-friendly, and open to the public, with an emphasis on cultural awareness, inclusivity, and community engagement. Limited temporary street closures are requested along the procession route for approximately three hours to ensure public safety. Similar events were successfully conducted in previous years with coordination and support from the City of Redlands.

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

Traffic (Personnel, equipment, cones, barricades, no-parking)

Police (Public Safety Personnel)

Fire (Paramedics, Inspectors)

Parks (Cleanup Personnel, Ball Field Lights)

Facility

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

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

Other

Group/Organization Name:

Is your Group/Organization a Registered Non-Profit:  Yes  No Non-Profit Federal Tax ID Number:

Does your Group/Organization Presently Have Liability Insurance?  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?

Primary Contact Name & Title:

Mailing Address:

Phone Number:  E-Mail Address:

**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 event strengthens the organization's mission by increasing community visibility, deepening cultural and interfaith understanding, and fostering meaningful engagement with local residents. It provides an opportunity for volunteers, families, and youth to participate in organized civic activity, thereby building leadership capacity and long-term community involvement. The festival also helps sustain the organization's outreach programs by encouraging community support, membership growth, and volunteer participation. Continued collaboration with the City reinforces the organization's commitment to responsible event management, public safety, and service to the broader Redlands community.

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

The event attracts local residents and visitors who contribute to the local economy by patronizing nearby restaurants, grocery stores, retail shops, and service businesses before, during, and after the festival. Event organizers and participants utilize local vendors for food, supplies, printing, and logistical needs, supporting small businesses within the City of Redlands. The festival increases foot traffic in the event area, enhances community vibrancy, and promotes Redlands as a welcoming destination for cultural and community events. The successful execution of the event contributes to the City's reputation for supporting inclusive, family-friendly activities that generate positive social and economic engagement.

*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	120	80	NA
Attendance: Non-Residents	100	80	NA
Food & Beverage Sales	donated by the members	donated by the members	NA
Merchandise Sales	0	0	0
Ticket/Entrance Fees	0	0	0
Other	Voluntary donations	1200	0
Total Revenue			

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

Signature:  Title:

Please Print Your Name:  Date:

**To Be Completed by the City of Redlands**

Date Received:  Received By:

Notes:

City Manager Approval:  City Council Approval:

# Shri Darshan & Thrilokya

in collaboration with CRS

## Jagannath Rath Yatra

(Summer Float Festival)



**JULY 25<sup>TH</sup> 2026 | SATURDAY**

**CRS, 602 Church St. Redlands, CA**

10 am -11.30 am: Avahana, Shodasha Upachara Puja, and Havan

11.45 am - 2 pm: Alankaram and Rath Yatra

2 pm - 3.30 pm: Chappan Bhog Offerings, Aarthi and Prasad

**For Sponsoring Pooja Contact**

Lakshmi: 909-747-2616

Anita: 609-578-8746

Vivek: 909-363-5152

**Donations**

Zelle at

[shridarshanredlands@gmail.com](mailto:shridarshanredlands@gmail.com)

Checks payable to "Shri Darshan"  
mail to : P.O.Box 7265, Redlands,

CA 92375



Event: Jagannath Rath Yatra

Date: 07.25.26

**PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)**

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

1. Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).
2. Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).
3. Applicant MUST provide insurance coverage per City's requirements (see reverse)
4. Written permission from all residents of the effected portion of the street MUST be attached.
5. No tables or other objects shall be placed on the street surface.
6. No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7. Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8. Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9. This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Shri Darshan

To close (street names) North on Church St, East on Colton, south on Division St, West on High Street, Back to Church

Between (street names) \_\_\_\_\_

Day & date 07.25.26 Event times - from (time) 11.45  am  pm to (time) 2.30  am  pm

Address of Applicant: PO Box 7265 Redlands, CA 92375 Phone No: 909-747-2616

Signature of Applicant: Lakshmi Pillalamarri Applicant Name (print): Lakshmi Pillalamarri

Condition(s); set up & clean up time required: \_\_\_\_\_

Event Description: The Jagannath Rath Yatra is a traditional Hindu Festival featuring a procession of Chariot carrying the Deities.

**FOR OFFICE USE ONLY**

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

- |   |                        |
|---|------------------------|
| 1. <u>[Signature]</u><br>Chief of Police                              | <u>2/10/26</u><br>Date |
| 2. <u>[Signature]</u><br>Municipal Utilities & Engineering Department | <u>2/12/26</u><br>Date |
| 3. <u>[Signature]</u><br>Facilities & Community Services Department   | <u>1/26/26</u><br>Date |
| 4. <u>[Signature]</u><br>Risk Management Division                     | <u>2/12/26</u><br>Date |

Street Closure time: From 10:30  am  pm To 3:30  am  pm

Staff Notes:



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

SHRI DARSHAN  
1108 MENDOCINO WAY  
REDLANDS, CA 92374

Date:  
01/12/2021  
Employer ID number:  
██████████  
Person to contact:  
Name: Harold J Fodor  
ID number: 31675  
Telephone: 877-829-5500  
Accounting period ending:  
December 31  
Public charity status:  
170(b)(1)(A)(i)  
Form 990 / 990-EZ / 990-N required:  
No  
Effective date of exemption:  
September 8, 2020  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLN:  
26053717008460

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

In anticipation of the City Council's consideration of this request, staff have 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.

<b>Departmental Charges (Personnel &amp; Equipment)</b>	<b>2026-2027 Amount</b>	<b>Type</b>	<b>2024-2025 Amount</b>
Police Personnel <sup>1</sup>	\$9,954.00	Hard Cost	\$7,846.00
Fire Personnel <sup>1</sup>	\$0.00	Hard Cost	\$0.00
Facilities & Community Services Personnel <sup>1</sup>	\$900.00	Hard Cost	\$600.00
<b>Personnel &amp; Equipment Subtotal</b>	<b>\$10,854.00</b>		<b>\$8,446.00</b>
<b>Fees Established by City Council Resolution</b>			
Park Reservation	\$0.00	Soft Cost	\$0.00
FCS Equipment	\$0.00	Soft Cost	\$0.00
Fire Equipment	\$0.00	Soft Cost	\$0.00
<b>Fees Subtotal</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total Departmental Charges and Fees</b>	<b>\$10,854.00</b>		<b>\$8,446.00</b>
	<b>\$10,854.00</b>	Hard Cost	<b>\$8,446.00</b>
	<b>\$0.00</b>	Soft Cost	<b>\$0.00</b>
	<b>\$10,854.00</b>	Total	<b>\$8,446.00</b>

<sup>1</sup>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 2026-27 to date:

TABLE 2: FY 2026-27 Fee Waivers to date

<b>Hard Costs</b>	<b>Soft Costs</b>	<b>Deposits Refunded</b>	<b>Waiver Amount</b>	<b>Net Amount</b>
\$125,415.20	11,601.00	\$0.00	\$137,016.20	\$137,016.20



**City Council**

**AGENDA ITEM NO. J1.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Consideration of a Letter of Support for San Bernardino County's Active Transportation Program Application for Safe Routes to School Improvements Serving Redlands East Valley High School (Mayor Saucedo)

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**MOTION:**

If the City Council concurs with Mayor Saucedo's recommendation, the following motion is provided:

I move that the City Council authorize the Mayor to sign a letter of support for San Bernardino County's Active Transportation Program (ATP) application for Safe Routes to School improvements serving Redlands East Valley High School.

**RECOMMENDATION:**

Mayor Saucedo recommends the City Council authorize him to sign a letter of support for San Bernardino County's Active Transportation Program application.

**DISCUSSION:**

San Bernardino County is preparing an application for Active Transportation Program (ATP) funding to implement Safe Routes to School improvements serving Redlands East Valley High School.

While the project is located in an unincorporated area adjacent to the City, it will benefit Redlands students and families traveling to the school. Proposed improvements include sidewalks, bicycle facilities, enhanced crossings, and traffic-calming measures to improve safety and connectivity.

The project supports the City's goals related to multimodal transportation, safety, and sustainability. Issuing a letter of support encourages California Department of Transportation to fund the project.

**SUBMITTED BY:**

Janice McConnell, Assistant City Manager

**REVIEWED BY:**

Charles M. Duggan Jr., City Manager

**PREPARED BY:**

Whitney Mesna, Management Analyst

**Attachments**

[Letter\\_of\\_Support\\_ATP\\_Safe\\_Routes\\_to\\_School.pdf](#)



MARIO SAUCEDO  
Mayor

City of  
**REDLANDS**  
300 E. State Street, Suite 690, Redlands, CA 92373  
909-798-7510  
msaucedo@cityofredlands.org

MARC SHAW  
Mayor Pro Tempore

PAUL BARICH  
Council Member

EDDIE TEJEDA  
Council Member

DENISE DAVIS  
Council Member

May 5, 2026

Tanisha Taylor  
Executive Director  
California Transportation Commission  
1120 N Street, MS 52  
Sacramento, CA 95814

**RE: Support for Redlands East Valley High School Safe Routes to School Improvements**

Dear Ms. Taylor:

The City of Redlands (City) fully supports San Bernardino County's Active Transportation Program (ATP) application to implement critical Safe Routes to School (SRTS) improvements serving Redlands East Valley High School.

Although the Project is located in an unincorporated area of San Bernardino County adjacent to the City of Redlands, the City recognizes that these improvements will directly benefit students and families from both the City and surrounding communities who travel to Redlands East Valley High School.

The City recognizes the importance of safe, connected active transportation networks that support students, families, and the broader community. Areas surrounding school campuses often experience high traffic volumes, limited pedestrian infrastructure, and safety challenges that can discourage walking and bicycling.

The proposed improvements, including sidewalks, bicycle facilities, enhanced crossings, and traffic-calming measures, will significantly enhance safety and improve connectivity in the Project area. These enhancements will help reduce conflicts between vehicles and active transportation users, improve mobility, and support safer travel for students and residents.

The Project aligns with the City's goals to improve multimodal transportation, enhance safety, and support healthier, more sustainable communities. Investments in SRTS infrastructure also contribute to reduced congestion, improved air quality, and increased opportunities for active transportation.

The City of Redlands values the partnership with San Bernardino County and supports continued coordination to advance these improvements. We strongly encourage Caltrans to fund this Project.

Sincerely,

Mario Saucedo  
Mayor  
City of Redlands



**City Council**

**AGENDA ITEM NO. J2.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** City of Redlands Food Security Task Force Update and Provide Direction to Staff (Assistant City Manager Boatman)

---

**MOTION:**

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

"I move to direct staff to create a discussion item for the Food Insecurity Task Force recommendations into the Fiscal Year 2027–2028 City Council budget discussions."

**RECOMMENDATION:**

Staff is seeking City Council direction regarding next steps for the Food Security Task Force, which may include directing staff to proceed with, further evaluate, or not pursue the identified strategies.

**DISCUSSION:**

On November 4, 2025, the City Council adopted Resolution No. 8732 establishing the City of Redlands Food Security and Child Nutrition Support Initiative, which directed staff to convene a Food Security Task Force and return with recommendations. Staff returned to the City Council on February 3, 2026 to provide an initial update and receive direction on implementation of the initiative.

Consistent with Council direction, staff convened the Food Security Task Force, which met three times with representatives from local nonprofit and faith-based organizations that provide food and related assistance. These meetings focused on identifying service gaps, coordination opportunities, and barriers to food access in the community. Based on input received, key challenges identified include increasing food costs, reduced funding for providers, transportation barriers, limited distribution capacity, and the need for improved coordination among service providers.

The Task Force identified the following strategies for City Council consideration:

- Donations of tote bags and cardboard boxes to support food distribution providers. This option is relatively low cost but would require staff coordination and ongoing management.
- Evaluation of shared storage solutions, including freezer and refrigeration capacity. Implementation would require identifying suitable locations, evaluating size and capacity needs, and estimating equipment and operational costs. The City does not currently have available cold storage space, and additional considerations include liability, food safety requirements, and potential permitting requirements.

- Development of a mini-grant program to support food distribution efforts. One option would be to provide grants of approximately \$20,000, with an initial total allocation of up to \$100,000, to assist providers with purchasing and distributing food. This approach would require identification of a funding source and program administration.
- Exploration of transportation assistance options for clients. This may include providing a vehicle to a nonprofit organization to support food delivery services, which would require analysis of acquisition cost and liability considerations associated with transferring ownership. Alternatively, transportation assistance such as bus passes could be incorporated into a grant program.
- Improved coordination and communication of food distribution efforts. This would involve working with providers to better align distribution schedules and enhance public information. This option would primarily require staff coordination and engagement with partner organizations.

Staff is seeking City Council direction on whether and how to proceed with these strategies. City Council direction will guide staff's next steps, including whether to pursue implementation, conduct further analysis, or return with more detailed program proposals.

**ALTERNATIVES:**

City Council may choose to provide alternative direction to staff

**STRATEGIC PLAN:**

Supports Public Health and Safety

**SUBMITTED BY:**

Nancy Felix, Admin Assistant

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Christopher Boatman, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Nancy Felix, Admin Assistant

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**FISCAL IMPACT**

**Fiscal Year:** FY 2026-27

**Revenue Generating:** Yes or No

**Amount:** \$

**Budgeted Y/N:**

**Account No.:**

**Additional Appropriation Required:** Yes or No

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**Discussion:** There is no current fiscal impact associated with this item. The strategies identified in this report are not currently funded in the current or FY 27-28 draft budgets, and would require further analysis to determine specific costs. Should the City Council direct staff to proceed with one or more of these items, staff would return in the coming months with additional information, including estimated costs, program structure, and implementation considerations. However, project funding would require identification of corresponding reductions or reallocation within the approved budget and would be considered by the City Council as part of the mid-year budget review process in September.

**Attachments**

[City\\_of\\_Redlands\\_Food\\_Task\\_Force\\_Meeting\\_April\\_22\\_2026.pdf](#)

## City of Redlands

### Food Task Force - Inaugural Meeting April 20<sup>th</sup>, 2026

#### Nonprofit & Faith-Based Community Partners

**Proposed Duration:** 60 minutes

**Location:** City of Redlands (or Virtual/Hybrid)

**Facilitator:** City of Redlands Food Task Force Chair/Staff

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#### 1. Welcome and Opening Remarks

- Call to order – Call to order at 4:30 pm
- Welcome from the City of Redlands – David introduced City staff: Assistant City Manager Chris Boatman, Mayor Mario Saucedo, Council Member Paul Barich
- Purpose of convening nonprofits and faith-based partners – The purpose of this meeting was to focus on working on one consolidated proposal between the nonprofits on what they need the most help in to present at the city council meeting May 5<sup>th</sup>.
- Acknowledgment of community partners and their service to residents

#### 2. Introductions and Partner Overview

- Round-robin introductions:
  - Name
  - Organization
  - Primary food-related services (e.g., pantry, meals, distribution, outreach)
  - Communities served
    - Councilmember Paul Barich from City of Redlands
    - Jean Pagdileo from CRS Redlands which administrates the city shelter program
    - Mayor Mario Saucedo from Common Vision Coalition which distributes lunches and food boxes
    - Steve Pinckney, director of operations for Salvation Army which distributes meals, homeless bags, food boxes, community meal, grocery rescue programs, operates shelter programs to house people in Redlands
    - Mike Delgado from Salvation Army
    - Kati Ear from Building a Generation which provides kids pack program
- Overview of the diversity of food assistance efforts in Redlands

### 3. Background: City of Redlands Food Security Efforts

- Overview of why the Food Task Force was created
- Summary of existing City food programs and partnerships
  - (e.g., ARPA-funded food programs, emergency food assistance, outreach efforts)
    - Salvation Army provides essential food assistance to families within the City of Redlands through its established food box program.
    - Building a Generation has annually supported 1,200 Kids Packs which contain 10 shelf stable items to support students over weekends
    - Family Service Association serves its residents through daily meals, seasonal food distributions and child-focused summer nutrition services
- Current challenges related to food insecurity in Redlands
  - The cost of packaging materials, such as boxes, is reducing the amount of funding available for food distribution.
  - Essential equipment which includes pallet jacks, forklifts, and pallet wrap; places an additional financial burden on nonprofit organizations.
  - Improved coordination among organizations is needed to ensure that all available food resources are efficiently utilized and not wasted
  - Help from the city for storage areas to be able to place perishable items
  - Engagement with local chambers of commerce may help secure donations of durable, reusable totes.
  - Transportation services are needed to better support elderly and disabled individuals in accessing food resources.
  - Platforms to communicate distribution schedules, locations, and available food types would improve accessibility and awareness.

### 4. Food Task Force Purpose, Scope, and Goals

- Role of the Food Task Force
- Guiding goals, such as:
  - Improving coordination among providers
  - Storage space for perishable items
  - Reduce costs by securing donated or reusable bags
  - Increase community awareness so available food resources are more fully utilized
  - Increase access to food resources for elderly and disabled individuals through transportation support

- How nonprofits and faith-based organizations fit into this work

## 5. Community Partner Input & Discussion

Facilitated discussion with guiding questions:

- What food insecurity needs are you seeing most in Redlands right now?
- Where are the biggest service gaps (geographic, population-based, or time-based)?
- What barriers do residents face when accessing food services?
- What coordination or support from the city would be most helpful?
- Opportunities for collaboration among organizations

## 6. Next Steps and Ongoing Engagement

- How partner feedback will be used
- Planned future meetings and topics
- Opportunities for continued participation
- Data sharing, communication, and coordination moving forward

## 7. Public Comment (If Applicable)

- Opportunity for additional comments or questions
  - Katei's main requests are storage space, boxes/tote bags
  - Steve states that cold storage is most needed since the perishables Salvation Army receives is a large amount and the fellow ship hall only keeps them good for a small amount of days

## 8. Closing Remarks

- Summary of key takeaways
- Appreciation for partner participation
- Adjournment

## 9. Recommendations

- Donations of tote bags and cardboard boxes
- Storage areas (freezer or refrigerator) look at city facilities or warehouse location that can be shared by agencies
- Mini grants – quarterly or periodically for nonprofits to apply for assistance for food distribution

- Assist with transportation for clients (provide bus passes, assist coordinating delivery of food to clients)
- Coordination and marketing of certain food bank distributing on specific days so one agency is not taking on the bulk of providing food to the community



**City Council**

**AGENDA ITEM NO. J3.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Consideration of the recommendation for appointment of one (1) representative to the San Bernardino Regional Housing Trust Board (Assistant City Manager Boatman)

---

**MOTION:**

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

I move to appoint \_\_\_\_\_ to serve as the City of Redlands' representative to the San Bernardino Regional Housing Trust Board.

**RECOMMENDATION:**

It is recommended that the City Council consider authorizing the appointment of one (1) representative to the San Bernardino Regional Housing Trust Board.

**DISCUSSION:**

On April 7, 2026, the City Council considered and approved Resolution No. 8766 authorizing the City of Redlands to participate in the Joint Powers Authority (JPA) establishing the San Bernardino Regional Housing Trust (SBRHT).

The formation of the SBRHT followed several years of regional coordination led by the San Bernardino Council of Governments (SBCOG), beginning in 2021 with the creation of an ad hoc subcommittee to evaluate the feasibility of a regional housing trust. Subsequent outreach, strategic planning, and stakeholder engagement throughout 2022 and 2023 resulted in the recommendation to form a regional JPA to support affordable housing production, preservation, and financing efforts across San Bernardino County.

As part of the approved governance structure, participating member agencies may appoint a representative to serve on the SBRHT Board of Directors. This item returns to the City Council for consideration of appointing the City of Redlands' representative to the Board, allowing the City to participate in regional decision-making, funding priorities, and policy direction related to affordable housing initiatives.

**ALTERNATIVES:**

The City Council may choose to modify, reject, or table this item.

**STRATEGIC PLAN:**

Priority A for Quality of Life, Strategic Objective 2 (Economic Vitality): "Implement policies and programs to expand the City's affordable housing opportunities."

**SUBMITTED BY:**

Ashley Rosario, Management Analyst

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Christopher Boatman, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Ashley Rosario, Management Analyst

---

**FISCAL IMPACT**

**Fiscal Year:** 25-26

**Revenue Generating:** No

**Amount:**

**Budgeted Y/N:** Yes

**Account No.:**

**Additional Appropriation Required:** No

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**Discussion:**

No fiscal impact to appoint a board representative.



**City Council**

**AGENDA ITEM NO. K1.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Consideration of the First Amendment to the Encampment Resolution Funding (ERF-2) Agreement with the California Interagency Council on Homelessness (Cal ICH) and Approval of Amendments to Sub-recipient Agreements (Assistant City Manager Boatman)

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**MOTION:**

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

1. I move that the City Council approve the Consideration of the First Amendment to the Encampment Resolution Funding (ERF-2) Agreement with the California Interagency Council on Homelessness (Cal ICH) and Approval of Amendments to Sub-recipient Agreements
2. I move that the City Council approve the four (4) amended agreements for the ERF-2 sub-recipient agreements;
3. I move that the City Council authorize the City Manager, or designee, to execute the amendment and all related documents; and
4. I move that the City Council authorize the City Manager, or designee, to execute and administer sub-recipient agreements necessary to implement the ERF-2 program.

**RECOMMENDATION:**

Staff recommends approval Consideration of the First Amendment to the Encampment Resolution Funding (ERF-2) Agreement with the California Interagency Council on Homelessness (Cal ICH) and Approval of Amendments to Sub-recipient Agreements and authorize the City Manager, or designee, to execute the amendment and all related documents, including the sub-recipient agreements necessary to implement the program.

**DISCUSSION:**

The City of Redlands entered into a Standard Agreement with the California Interagency Council on Homelessness (Cal ICH), formerly known as the California Department of Housing and Community Development (HCD), during Fiscal Year 2024–2025 following the administrative transfer of the Encampment Resolution Funding Round 2 (ERF-2) program. Through this agreement, the City was awarded \$4,529,069 in ERF-2 funds to address homelessness by supporting encampment resolution efforts, expanding interim housing opportunities, facilitating permanent housing placements, and providing supportive services.

The California Interagency Council on Homelessness (Cal ICH) has issued Amendment No. 1 to the existing agreement to update administrative provisions, align the agreement with current State requirements, and extend the term of the contract. This amendment extends the agreement between the City of Redlands and Cal ICH by thirteen (13) months, revising the contract end date from March 31, 2027, to April 30, 2028. The extension provides additional time for the City and its service partners to fully implement program activities and expend the awarded funds. Additionally, the sub-recipient agreements will be extended from June 30, 2026, to the additional (13) months as outlined in the amended sub-recipient agreements to ensure continuity of services and alignment with the revised project timeline.

The amendment replaces and updates multiple exhibits to reflect current State standards, including revisions to the scope of work, budget provisions, and general and special terms and conditions. These updates are administrative in nature and include replacing references to the California Interagency Council on Homelessness with HCD, updating reporting and compliance requirements, and incorporating the State's most current general terms and conditions.

In addition to the term extensions, the sub recipient agreement with the Church of Religious Science will be increased by \$5,000 (Five Thousand Dollars), resulting in a total agreement amount of \$185,000 (One Hundred Eighty-Five Thousand Dollars), as amended from the original agreement. The agreements with Family Service Association and the Salvation Army are amended for a second time to extend their respective term dates in alignment with the revised project timeline.

The amendment does not increase the total grant award and does not modify the overall program scope previously approved by the City Council. Rather, it ensures the City remains in compliance with State requirements while providing additional time to achieve program outcomes.

As part of program implementation, the City will continue to contract with qualified sub recipients to provide outreach, case management, housing navigation, and supportive services consistent with the ERF-2 program. Approval of this item authorizes the City Manager, or designee, to execute and administer those agreements in accordance with the amended State contract.

**ALTERNATIVES:**

City Council may elect not to approve the amended agreement for ERF-2 and provide alternative direction to staff.

**STRATEGIC PLAN:**

Supports Priority B - Public Health and Safety - Strategic Objective 4 - Homelessness.

**SUBMITTED BY:**

Chris Boatman, Assistant City Manager

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Ashley Rosario, Management Analyst

Ashley Rosario, Management Analyst

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## FISCAL IMPACT

**Fiscal Year:** FY 2025-2026

**Revenue Generating:** Yes

**Amount:** \$968,945.17

**Budgeted Y/N:** Y

**Account No.:** Various

**Additional Appropriation Required:** No

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### **Discussion:**

The amendment does not increase the total ERF-2 funding award. The extension provides additional time to expend existing funds. There is no anticipated impact to the General Fund. Sub-recipient agreements will be funded through the existing ERF-2 allocation.

### **Attachments**

[0\\_23-ERF-2-State\\_Amendment\\_Agreement.pdf](#)

[0\\_a\\_ERF-2\\_Grant\\_Original\\_Agreement\\_2023\\_Executed.pdf](#)

[ERF-2\\_Exhibit\\_C\\_Amendment.pdf](#)

[1\\_Church\\_of\\_Religious\\_Science\\_1st\\_Amendment.pdf](#)

[1\\_a\\_Original\\_Agreement\\_Church\\_of\\_Religious\\_Science\\_ERF\\_2\\_Grant.pdf](#)

[2\\_FSA\\_2nd\\_Amendment.pdf](#)

[2\\_a\\_1st\\_Amendment\\_ERF-2\\_Agreement\\_Family\\_Services.pdf](#)

[2\\_a\\_Original\\_FSA\\_Agreement.pdf](#)

[3\\_Salvation\\_Army\\_RRH\\_2nd\\_Amendment.pdf](#)

[3\\_a\\_1st\\_Amendment\\_ERF-2\\_Agreement\\_Salvation\\_Army.pdf](#)

[3\\_a\\_Original\\_Salvation\\_Army\\_RRH\\_ERF-2\\_Agreement.pdf](#)

[4\\_Step\\_Up\\_Outreach\\_Services\\_1st\\_Amendment.pdf](#)

[4\\_a\\_Original\\_Agreement\\_Step\\_Up\\_Outreach\\_Services\\_ERF-2\\_Grant.pdf](#)

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 23 PAGES

AGREEMENT NUMBER

23-ERF-2-R-10011

AMENDMENT NUMBER

1

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

City of Redlands

2. The term of this Agreement is:

START DATE

08/24/2023

THROUGH END DATE

04/30/2028

3. The maximum amount of this Agreement after this Amendment is:

\$4,529,069.00 (Four Million Five Hundred Twenty Nine Thousand Sixty Nine Dollars and No Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This amendment is to extend the term of the contract by 13 months.

B. The STD 213A, Item 2, Through End Date is hereby changed from 03/31/2027 to 04/30/2028.

C. Exhibit A, Authority, Purpose, and Scope of Work is hereby deleted in its entirety and replaced with a new Exhibit A, Authority, Purpose, and Scope of Work Rev. 09/2025 attached hereto and made part of here of. Section 3, added the Department definition. Section 5, Department's Contract Coordinator has been revised with new coordinator information. Section 6, Effective Date, Term of Agreement, and Deadlines has been revised with new obligation and expenditure deadlines and language. In all sections references to Cal ICH have been replaced with the Department or HCD.

D. Exhibit B, Budget Detail and Disbursement Provisions is hereby deleted in its entirety and replaced with a new Exhibit B, Budget Detail and Disbursement Provisions, Rev. 09/2025 attached hereto and made part of here of. Section 1, Payee was added to Exhibit B. In all sections references to Cal ICH have been replaced with the Department or HCD.

E. Exhibit C, State of California General Terms and Conditions is hereby revised from GTC 04/2017 and replaced with GTC 02/2025, incorporated by reference.

F. Exhibit D, General Terms and Conditions, is hereby deleted in its entirety and replaced with a new Exhibit D, General Terms and Conditions, Rev. 09/2025 attached hereto and made part of here of. In all sections references to Cal ICH have been replaced with the Department or HCD.

G. Exhibit E, Special Terms and Conditions, is hereby deleted in its entirety and replaced with a new Exhibit E, Special Terms and Conditions, Rev. 09/2025 attached hereto and made part of here of. Section 8, Non-Bond Funded was added to Exhibit E. In all sections references to Cal ICH have been replaced with the Department or HCD.

*All other terms and conditions shall remain the same.*

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.*

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Redlands

CONTRACTOR BUSINESS ADDRESS

35 Cajon Street, Suite 222

CITY

Redlands

STATE

CA

ZIP

92373

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 23 PAGES

AGREEMENT NUMBER <b>23-ERF-2-R-10011</b>	AMENDMENT NUMBER <b>1</b>	Purchasing Authority Number
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

651 Bannon Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

## EXHIBIT A

### **AUTHORITY, PURPOSE, AND SCOPE OF WORK**

#### 1) **Authority**

The State of California has established the Encampment Resolution Funding Program (“ERF” or “Program”) pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the Department of Housing and Community Development (HCD) in the Business, Consumer Services and Housing Agency (“Agency”). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Rolling Disbursement in Round 2 of the ERF Program (“ERF-2-R”). For this Standard Agreement, ERF-2-R is synonymous with “ERF” or “Program.” and refers to programs and grantees under Health and Safety Code 50252.1(c)(1).

This Standard Agreement along with all its exhibits (“Agreement”) is entered into by HCD and a Continuum of Care or a Local Jurisdiction (“Grantee”) under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability (“NOFA”) under which the Grantee applied, the representations contained in the Grantee’s application, HCD guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

#### 2) **Purpose**

As stated in the NOFA, the Program’s objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in encampments. Expenditures shall be consistent with the legislative intent of the

Program Name: Encampment Resolution Funding Program  
Round 2 Rolling “ERF-2-R”  
NOFA Date: December 01, 2022  
Prep Date: October 30, 2025

## EXHIBIT A

authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

### 3) **Definitions**

**The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (m);**

(a) “Additional funding round moneys” means moneys appropriated for the program in or after fiscal year 2022–23.

(b) “Agency” means the Business, Consumer Services, and Housing Agency.

(c) “Applicant” means a continuum of care or local jurisdiction

(d) “Continuum of Care” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) (1) “Council” means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(2) Unless context requires otherwise, “council,” with respect to the administration of this chapter on or after the effective date of the act adding this paragraph, means the department.

(f) “County” includes, but is not limited to, a city and county.

(g) “Department” means the Department of Housing and Community Development (HCD).

(h) “Funding round 1 moneys” means moneys appropriated for the program in fiscal year 2021–22.

(i) “Homeless” has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(j) “Local Jurisdiction” means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(k) “Program” means the Encampment Resolution Funding program established pursuant to this chapter.

(l) “Recipient” means an applicant that receives grant funds from the council for the purposes of the program.

Program Name: Encampment Resolution Funding Program  
Round 2 Rolling “ERF-2-R”  
NOFA Date: December 01, 2022  
Prep Date: October 30, 2025

## EXHIBIT A

(m) “State right-of-way” means real property held in title by the State of California

### **Additional definitions for the purposes of ERF program:**

“Grantee” is “a Continuum of Care or a Local Jurisdiction that receives grant funds from the Department for the purposes of the program. Grantee is synonymous with “Recipient.”

“Subrecipients” or “Subgrantees” are entities that receive subawards from “Recipients” or “Grantees” to carry out part of the Program.

“Expended” means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

“Obligate” means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

“Cal ICH” is synonymous with “Council”.

#### 4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program’s intended objectives.

As detailed in [Exhibit A.2](#), the Program’s objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee’s application, HCD guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using a HCD provided budget template.

**EXHIBIT A**

Grantees are expected to be close partners with HCD. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in [Exhibit D.4](#). Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in [Exhibit A.6](#). Effective Date, Term of Agreement, and Deadlines.

Grantees shall complete a Final Work Product (As detailed below in [Exhibit A.6.d](#).) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, HCD will make Technical Assistance available.

The Department maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and HCD’s discretion in making these determinations are absolute and final.

**5) HCD Contract Coordinator**

The Department’s Contract Coordinator for this Agreement is the Department’s Grant Development Section Chief or the Grant Development Section Chief’s designee. Unless otherwise instructed, any communication shall be conducted through email to the HCD Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, Agency shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to HCD and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	<b>PROGRAM</b>	<b>GRANTEE</b>
<b>ENTITY:</b>	California Department of Housing and Community Development	David Rabindranath
<b>SECTION/UNIT:</b>	Policy and Program Support	

Program Name: Encampment Resolution Funding Program  
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 NOFA Date: December 01, 2022  
 Prep Date: October 30, 2025

**EXHIBIT A**

<b>ADDRESS:</b>	651 Bannon Street SW, Suite 400, Sacramento, CA 95811	35 Cajon Street, Suite 222, Redlands, CA 92373
<b>CONTRACT COORDINATOR</b>	Nichole Zaragoza-Smith	drabindranath@cityofredlands.org
<b>PHONE NUMBER:</b>	(916) 693-3892	(909) 761-5196
<b>EMAIL ADDRESS:</b>	<a href="mailto:HPDHomelessnessGrants@HCD.ca.gov">HPDHomelessnessGrants@HCD.ca.gov</a> <a href="mailto:Nichole.Zaragoza-Smith@HCD.ca.gov">Nichole.Zaragoza-Smith@HCD.ca.gov</a>	<a href="mailto:drabindranath@cityofredlands.org">drabindranath@cityofredlands.org</a>

The Department reserves the right to change their HCD Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

All requests to update the Grantee information listed within this Agreement shall be emailed to HCD grant’s general email box at [HPDHomelessnessGrants@hcd.ca.gov](mailto:HPDHomelessnessGrants@hcd.ca.gov).

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to HCD Contractor Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment.

**6) Effective Date, Term of Agreement, and Deadlines**

- a) This Agreement is effective upon execution by HCD, which includes signature from the Grantee and HCD. This is indicated by the HCD provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.
- b) Performance shall start no later than 30 days, or on the express date set by HCD and the Grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the Grantee fail to commence work at the agreed upon time, HCD, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.
- c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.
- d) This Agreement will terminate on April 30, 2028.

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Grantees shall submit a Final Work Product by April 1, 2028. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by HCD.

The Department will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by April 30, 2028.

Grantees are expected to continue performing until April 30, 2028. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

### e) Expenditure and Obligation Deadlines:

- i. Grantees shall expend no less than 50 percent and obligate 100 percent of Program funds within two fiscal years of the date of the award.
- ii. Grantees that have not obligated 100 percent of their Program funds within two fiscal years of the date of the award, shall submit an alternative disbursement plan to HCD for approval within 60 days of the end of the second fiscal year. This alternative disbursement plan should detail the explanation for the delay and plans for obligating 100 percent of their allocation within six months.
- iii. Grantees not meeting the requirements outlined in (i) may be subject to additional corrective action, as determined by HCD.
- iv. All Program funds (100 percent) shall be expended within four fiscal years of the date of the award. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5).

### 7) **Special Conditions**

The Department maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and HCD's discretion in making these determinations are absolute and final.

**EXHIBIT B**

**BUDGET DETAIL AND DISBURSEMENT PROVISIONS**

1) **Payee**

Name: City of Redlands                      Amount: \$4,529,069.00

2) **General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to ERF being released:

- Request for Funds Form (“RFF”)
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) **Disbursement of Funds**

ERF will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by HCD, the Department of General Services (DGS), and the State Controller’s Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The ERF will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4) **Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. The Department reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

a) **Budget Changes**

i) Process:

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. The Department may consider budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

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The Department reserves the right to amend or adjust this process as necessary.

ii) Conditions requiring a budget modification request:

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by HCD so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must be approved by HCD's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from HCD as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in [Exhibit D.6](#). Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to HCD for approval.

### b) Eligible Uses

Eligible uses and activities must be consistent with HSC Sections 50250 – 50254.5, other applicable laws, the terms and conditions of this Agreement, HCD guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2](#). Purpose.

Eligible uses and activities include, but are not limited to, the following:

**Rapid Rehousing:** Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.

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**Operating Subsidies:** Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

**Street Outreach:** Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services. Services Coordination Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and promote housing stability for eligible persons, as well as direct case management services being provided to persons.

**Systems Support:** Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.

**Delivery of Permanent Housing:** Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.

**Prevention and Shelter Diversion:** Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.

**Interim Sheltering:** Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

**Improvements to Existing Emergency Shelters:** Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.

**Administration:** up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Site Restoration or other Ineligible Costs as detailed immediately below.

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### 5) Ineligible Costs

ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254.5, other applicable laws, the terms and conditions of this Agreement, HCD guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2](#). Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

The Department, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

The Department reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use ERF funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD at an amount and timeframe determined by HCD.

An expenditure which is not authorized by this Agreement, or by written approval of HCD, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to HCD by the Grantee at an amount and timeframe determined by HCD.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by HCD in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

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### GENERAL TERMS AND CONDITIONS

#### 1) Termination and Sufficiency of Funds

##### a) **Termination of Agreement**

The Department may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in [paragraph 6](#) of this Exhibit D; violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within 30 days of HCD's specified date of termination.

##### b) **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

#### 2) Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within [Exhibit D.12](#). (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

#### 3) Grantee's Application for Funds

Grantee submitted a standardized budget to HCD as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue,

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incorrect, incomplete, or misleading in such a manner that would substantially affect HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

### 4) **Reporting, Evaluation, and Audits**

#### a) **Reporting Requirements**

##### i. Timing and Format of Reports.

Grantee is required to provide HCD or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and annually and have one Final Work Product submitted prior to this Agreement's termination as outlined in HSC 50254 and 50254.5.

The quarterly reports shall be submitted on a template to be provided by HCD at least 90 days prior to the first reporting deadline. The Department may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

##### ii. Required Data

Grantees will be required to provide:

- Outreach and service path data at the anonymized, individual level;
- Current housing status of persons served in the aggregate;
- Status of funding as presented in the HCD approved, standardized budget; and
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use HCD supplied funding codes.

The Department's discretion in identifying which information shall be included in these reports is final.

Pursuant to HSC Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

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Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the Department, in addition to any data reported through local Homeless Management Information System, as required by the Department for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

Grantees shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

### iii. HCD usage of Reports

Pursuant to HSC Section 50254(b)(4), Department staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

### iv. Failure to Report

If the Grantee fails to provide any such report, HCD may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

## b) Evaluation

- i. At HCD's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, HCD will contract a third party to complete the evaluation.
- ii. Grantees are expected to be close partners with HCD for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with HCD or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by HCD or its designee.
- iii. For the purpose of evaluation, HCD or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable

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advance notice. The Department will comply with Grantee's site visit terms during any site visits.

- iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.
- v. Grantees shall notify HCD and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- vi. All terms and conditions that apply to reporting similarly apply to evaluation.

### c) **Auditing**

The Department reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within 90 days from the date of the audit finding report.

## 5) **Inspection and Retention of Records**

### a) **Record Inspection**

The Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal

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business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, HCD guidance or directives, and this Agreement.

### b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

### c) **Public Records Act**

The grantees' final ERF-2-R application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

## 6) **Breach and Remedies**

### a) **Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

- i. Grantee's failure to comply with the terms or conditions of this Agreement.
- ii. Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this Agreement.

### b) **Remedies for Breach of Agreement**

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

- i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.

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- ii. Bar the Grantee from applying for future ERF funds;
  - iii. Revoke any other existing ERF award(s) to the Grantee;
  - iv. Require the return of any unexpended ERF funds disbursed under this Agreement;
  - v. Require repayment of ERF funds disbursed and expended under this Agreement;
  - vi. Require the immediate return to HCD of all funds derived from the use of ERF
  - vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.
- c) All remedies available to HCD are cumulative and not exclusive.
- d) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for

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employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

### 9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

- a) Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

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- d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
- i. The dangers of drug abuse in the workplace;
  - ii. Grantee's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation, and employee assistance program; and
  - iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- i. Will receive a copy of Grantee's drug-free policy statement, and
  - ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

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**11) Child Support Compliance Act**

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**12) Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in [Exhibit E](#). These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
  - i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
  - iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
  - iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

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### 13) **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to HCD upon request.

### 14) **Inspections**

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) The Department reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

### 15) **Litigation**

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of HCD, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, and shall take

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such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of HCD.

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### SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by HCD.
- 2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - ERF specific funding sources and project codes in HMIS).
- 3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
- 4) Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD. Grantee will report to HCD on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.
- 5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

Program Name: Encampment Resolution Funding Program  
Round 2 Rolling "ERF-2-R"  
NOFA Date: December 01, 2022  
Prep Date: October 30, 2025

## EXHIBIT E

- 6) The Department maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and HCD's discretion in making these determinations are absolute and final.
  
- 7) **Non-Bonded Funded**  
The Department represents that the intent of [Exhibits D.1.b. Sufficiency of Funds](#) is only to preserve the legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in the Encampment Resolution Funding Program, Round 2 Request for Application dated October 29, 2021, for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of [Exhibit D.1.b, Sufficiency of Funds](#) once construction has been commenced in compliance with Program requirements and in accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
23-ERF-2-R-10011

PURCHASING AUTHORITY NUMBER (If Applicable)  
010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

City of Redlands

2. The term of this Agreement is:

START DATE

8/24/2023

THROUGH END DATE

3/31/2027

3. The maximum amount of this Agreement is:

\$4,529,069.00 (Four Million Five Hundred Twenty Nine Thousand Sixty Nine Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose and Scope of Work	6
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C	State of California General Terms and Conditions	1
+ -	Exhibit D General Terms and Conditions	10
+ -	Exhibit E Special Terms and Conditions	2

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Redlands

CONTRACTOR BUSINESS ADDRESS

35 Cajon Street, Suite 222

CITY

Redlands

STATE

CA

ZIP

92373

PRINTED NAME OF PERSON SIGNING

Chris Boatman

TITLE

Assistant Com Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

7/26/23

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-ERF-2-R-10011</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>010725</b>
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

500 Capitol Mall, Suite 1850

CITY

Sacramento

STATE

CA

ZIP

95814

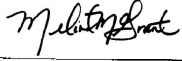
PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramirez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

**Aug 24, 2023**

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Encampment Resolution Funding Program  
Round 2, Rolling Disbursement (ERF-2-R)  
Standard Agreement**

**EXHIBIT A  
AUTHORITY, PURPOSE, AND SCOPE OF WORK**

1) **Authority**

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been two rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Rolling Disbursement in Round 2 of the ERF Program ("ERF-2-R"). For this Standard Agreement, ERF-2-R is synonymous with "ERF" or "Program." and refers to programs and grantees under Health and Safety Code 50252.1(c)(1).

This Standard Agreement along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care or a Local Jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability ("NOFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) **Purpose**

As stated in the NOFA, the Program's objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe stable, and ultimately permanent housing for people experiencing homelessness in

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encampments. Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

3) **Definitions**

**The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (l);**

- (a) "Additional funding round moneys" means moneys appropriated for the program in or after fiscal year 2022–23.
- (b) "Agency" means the Business, Consumer Services, and Housing Agency.
- (c) "Applicant" means a continuum of care or local jurisdiction
- (d) "Continuum of Care" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) "Council" means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (f) "County" includes, but is not limited to, a city and county.
- (g) "Funding round 1 moneys" means moneys appropriated for the program in fiscal year 2021–22.
- (h) "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.
- (i) "Local Jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
- (j) "Program" means the Encampment Resolution Funding program established pursuant to this chapter.
- (k) "Recipient" means an applicant that receives grant funds from the council for the purposes of the program.
- (l) "State right-of-way" means real property held in title by the State of California

**Additional definitions for the purposes of ERF program:**

"Grantee" is "a Continuum of Care or a Local Jurisdiction that receives grant funds from the Council for the purposes of the program. Grantee is synonymous with "Recipient."

“Subrecipients” or “Subgrantees” are entities that receive subawards from “Recipients” or “Grantees” to carry out part of the Program.

“Expended” means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

“Obligate” means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

“Cal ICH” is synonymous with “Council”.

#### 4) **Scope of Work**

This Scope of Work identifies the terms and conditions necessary to accomplish the Program’s intended objectives.

As detailed in [Exhibit A.2](#), the Program’s objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee’s application, Cal ICH guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using a Cal ICH provided budget template.

Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in [Exhibit D.4](#). Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in [Exhibit A.6](#). Effective Date, Term of Agreement, and Deadlines.

Grantees shall complete a Final Work Product (As detailed below in [Exhibit A.6.d.](#)) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

5) **Cal ICH Contract Coordinator**

Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, Agency shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	<b>PROGRAM</b>	<b>GRANTEE</b>
<b>ENTITY:</b>	Business, Consumer Services and Housing Agency	City of Redlands
<b>SECTION/UNIT:</b>	California Interagency Council on Homelessness (Cal ICH)	
<b>ADDRESS:</b>	801 Capital Mall, 6 <sup>th</sup> floor Sacramento, CA, 95814	35 Cajon Street, Suite 222 Redlands, CA 92373
<b>CONTRACT COORDINATOR</b>	Jeannie McKendry	David Rabindranath
<b>PHONE NUMBER:</b>	(916) 510-9446	(909) 798 -7655 Ext. 1756
<b>EMAIL ADDRESS:</b>	<a href="mailto:Jeannie.McKendry@bcsh.ca.gov">Jeannie.McKendry@bcsh.ca.gov</a> and <a href="mailto:calichgrants@bcsh.ca.gov">calichgrants@bcsh.ca.gov</a>	<a href="mailto:drabindranath@cityofredlands.org">drabindranath@cityofredlands.org</a>

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

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All requests to update the Grantee information listed within this Agreement shall be emailed to Cal ICH grant's general email box at calichgrants@bcsh.ca.gov.

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to Cal ICH Contractor Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment, approved by DGS.

6) **Effective Date, Term of Agreement, and Deadlines**

- a) This Agreement is effective upon execution by Cal ICH, which includes signature from the Grantee and Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.
- b) Performance shall start no later than 30 days, or on the express date set by Cal ICH and the Grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the Grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.
- c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.
- d) This Agreement will terminate on March 31, 2027.

Grantees shall submit a Final Work Product by September 30, 2026. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH.

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2027.

Grantees are expected to continue performing until March 31, 2027. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

- e) Expenditure and Obligation Deadlines:
  - i. Grantees shall expend no less than 50 percent and obligate 100 percent of Program funds by June 30, 2024.

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- ii. Grantees that have not obligated 100 percent of their Program funds by June 30, 2024, shall submit an alternative disbursement plan to Cal ICH for approval no later than July 30, 2024. This alternative disbursement plan should detail the explanation for the delay and plans for all future obligations and expenditures.
- iii. Grantees not meeting the requirements outlined in (i) may be subject to additional corrective action, as determined by Cal ICH.
- iv. All Program funds (100 percent) shall be expended by June 30, 2026. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(e)(5).

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

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**Encampment Resolution Funding Program  
Standard Agreement**

**EXHIBIT B  
BUDGET DETAIL and DISBURSEMENT PROVISIONS**

**1) General Conditions Prior to Disbursement**

All Grantees must submit the following completed forms prior to ERF being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

**2) Disbursement of Funds**

ERF will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS), and the State Controller's Office (SCO).

The RFF must include the total amount of Program funds proposed to be expended. The ERF will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

**3) Budget Details and Expenditure of Funds**

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

**a) Budget Changes**

**i) Process:**

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. Cal ICH may consider budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.

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ii) Conditions requiring a budget modification request:

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must be approved by Cal ICH's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from Cal ICH as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in [Exhibit D.6](#). Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

**b) Eligible Uses**

Eligible uses and activities must be consistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2](#). Purpose.

Eligible uses and activities include, but are not limited to, the following:

**Rapid Rehousing:** Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.

**Operating Subsidies:** Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

**Street Outreach:** Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services. Services Coordination Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and

promote housing stability for eligible persons, as well as direct case management services being provided to persons.

**Systems Support:** Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.

**Delivery of Permanent Housing:** Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.

**Prevention and Shelter Diversion:** Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.

**Interim Sheltering:** Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

**Improvements to Existing Emergency Shelters:** Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.

**Administration:** up to 5% of awarded Program funds may be applied to administrative costs.

Program funds shall not be expended on Site Restoration or other Ineligible Costs as detailed immediately below.

#### 4) **Ineligible Costs**

ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in [Exhibit A.2](#). Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

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Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use ERF funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of Cal ICH, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

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**Encampment Resolution Funding Program  
Standard Agreement**

**EXHIBIT C  
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

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**Encampment Resolution Funding Program  
Standard Agreement**

**EXHIBIT D  
GENERAL TERMS AND CONDITIONS**

**1) Termination and Sufficiency of Funds**

**a) Termination of Agreement**

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in [paragraph 6](#) of this Exhibit D; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's specified date of termination.

**b) Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

**2) Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within [Exhibit D.12](#), (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

**3) Grantee's Application for Funds**

Grantee submitted a standardized budget to Cal ICH as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any

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part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) **Reporting, Evaluation, and Audits**

a) **Reporting Requirements**

i. **Timing and Format of Reports.**

Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

ii. **Required Data**

Grantees will be required to provide:

- Outreach and service path data at the anonymized, individual level;
- Current housing status of persons served in the aggregate;
- Status of funding as presented in the Cal ICH approved, standardized budget; and
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is final.

Pursuant to HSC Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management Information System, as required by the council for the purposes of research

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and evaluation of grant performance, service pathways, and outcomes for people served.

Grantees shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

iii. Cal ICH usage of Reports

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

iv. Failure to Report

If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

**b) Evaluation**

- i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will contract a third party to complete the evaluation.
- ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.
- iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.
- iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.

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- v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) **Auditing**

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, and this Agreement.

b) **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

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If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

**c) Public Records Act**

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

**6) Breach and Remedies**

**a) Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

- i. Grantee's failure to comply with the terms or conditions of this Agreement.
- ii. Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this Agreement.

**b) Remedies for Breach of Agreement**

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
- ii. Bar the Grantee from applying for future ERF funds;
- iii. Revoke any other existing ERF award(s) to the Grantee;
- iv. Require the return of any unexpended ERF funds disbursed under this Agreement;
- v. Require repayment of ERF funds disbursed and expended under this Agreement;
- vi. Require the immediate return to Cal ICH of all funds derived from the use of ERF

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- vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.
- d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will

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result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).
- d) **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) **Drug-Free Workplace Certification**

**Certification of Compliance:** By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

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Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
  - i. The dangers of drug abuse in the workplace;
  - ii. Grantee's policy of maintaining a drug-free workplace;
  - iii. Any available counseling, rehabilitation, and employee assistance program; and
  - iv. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
  - i. Will receive a copy of Grantee's drug-free policy statement, and
  - ii. Will agree to abide by terms of Grantee's condition of employment or subcontract.

**11) Child Support Compliance Act**

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

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12) **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in [Exhibit E](#). These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
- i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
  - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
  - iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
  - iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

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14) **Inspections**

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) **Litigation**

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

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**Encampment Resolution Funding Program  
Standard Agreement**

**EXHIBIT E  
SPECIAL TERMS AND CONDITIONS**

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities and reported on as required by Cal ICH.
- 2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - ERF specific funding sources and project codes in HMIS).
- 3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
- 4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH. Grantee will report to Cal ICH on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.
- 5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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- 6) Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

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BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
 California Interagency Council on Homelessness  
 500 Capitol Mall, Suite 1850  
 Sacramento, CA 95814  
 Phone: (916) 653-4090  
 Fax: (916) 653-3815



## ENCAMPMENT RESOLUTION FUND (ERF-2-R) REQUEST FOR FUNDS FORM

<b>Contract Number:</b>	23-ERF-2-R-10011	<b>Expenditure Deadline:</b>	9/30/2026
<b>Invoice Number:</b>	23-ERF-2-R-10011	<b>Contact Person:</b>	David Rabindranath
<b>Grantee Name:</b>	City of Redlands	<b>Contact Person Title:</b>	Homeless Solutions Coordinator
<b>Attention to:</b>		<b>E-mail:</b>	<a href="mailto:drabindranath@cityofredlands.org">drabindranath@cityofredlands.org</a>
<b>Address:</b>	35 Cajon Street, Suite 222	<b>Phone No.:</b>	(909) 798 -7655 Ext. 1756
<b>City/State/Zip:</b>	Redlands, CA 92373		

### ENCAMPMENT RESOLUTION FUNDING BREAKDOWN

#### AWARD

Per Health and Safety Code Section 50251 (a), a recipient may use encampment resolution funds for the purpose of ensuring the safety and wellness of people experiencing homelessness in encampments, resolving critical encampment concerns and transition individuals into safe and stable housing, and encouraging a data-informed, coordinated approach to address encampment concerns. Funds shall be spent on resolving the identified, prioritized encampment through activities including, but not limited to, all of the following:

- Rapid Rehousing
- Operating Subsidies
- Street Outreach
- Systems Support
- Delivery of Permanent Housing
- Prevention and Shelter Diversion
- Interim Sheltering
- Improvements to Existing Emergency Shelters
- Administration (up to 5%)

TOTAL: \$4,529,069.00

#### CERTIFICATION

\*By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

<b>Name of Authorized Representative or Signatory</b>	<b>Title of Authorized Representative or Signatory</b>
<b>Signature of Authorized Representative or Signatory</b>	<b>Date</b>

BCSH USE ONLY

Jeannie McKendry	Grants Development Section Chief
<b>Grant Management Representative Name</b>	<b>Grant Management Representative Title</b>
<b>Signature of Grant Management Representative</b>	<b>Date</b>



State of California  
**BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY**

Gavin Newsom, Governor  
Lourdes M. Castro Ramirez, Secretary

9/14/2023

David Rabindranath  
City of Redlands  
35 Cajon Street, Suite 222,  
Redlands, CA 92373

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in  
Response to Russia's Actions in Ukraine

Dear City of Redlands:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

Failure to comply may result in the termination of contracts or grants, as applicable. Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,  
<Signature on File>  
Tiffany Garcia  
Deputy Secretary of Fiscal Policy and Administration, Business Consumer Services and Housing Agency

# General Terms and Conditions (GTC 02/2025)

## EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
21. GENERATIVE AI DISCLOSURE OBLIGATIONS:
- a. The following terms are in addition to the defined terms and shall apply to the Contract:
    - 1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
  - b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
  - c. Notification shall be provided to the State designee identified in this Contract.
  - d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
  - e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
  - f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

## FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment (“First Amendment”) to the agreement for Homeless Resource Services providing temporary shelter beds (“Agreement”), dated 21st day of May, 2024 , by and between the City of Redlands, a municipal corporation and a general law city (“City”), and Church of Religious Science of Redlands, a California nonprofit corporation dba CRS Redlands (“Provider”), is made and entered into this 5<sup>th</sup> day of May, 2026.

### RECITALS

WHEREAS, it is the desire of the City and Provider to amend their existing Agreement, specifically to revise the original term of the contract and extend it by thirteen (13) months; and

WHEREAS, it is the desire of the City and Provider to amend their existing Agreement, specifically to revise the compensation of funds and increase the total dollar amount by Five Thousand Dollars (\$5,000.00) to ensure the expenditure deadline is met.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Provider agree as follows:

### AGREEMENT

Section 1. Subsection 4.2 of the Agreement, entitled “Article 4 -Performance of Services,” is hereby amended to read as follows:

“4.2 Provider shall complete the services by July 30, 2027, unless all available ERF Grant funds have been expended or terminated earlier as provided herein.”

Section 2. Subsection 5.1 of the Agreement, entitled “Article 5 -Payments to Provider,” is hereby amended to read as follows:

“Total compensation for providers performance of the Services shall not exceed the total amount of one hundred eighty-five thousand dollars (\$185,000.00). Provider shall be entitled to compensation in an amount not to exceed five thousand dollars (\$5,000.00), payable upon execution. No additional compensation shall be paid under this agreement.”

Section 3. 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 May 5<sup>th</sup>, 2026.

[See next page for signature]

CITY OF REDLANDS

CHURCH OF RELIGIOUS SCIENCE  
OF REDLANDS DBA CRS REDLANDS

\_\_\_\_\_  
Mario Saucedo, Mayor

By: \_\_\_\_\_  
Edward Torres, President of the Board

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk

## HOMELESS RESOURCE SERVICES AGREEMENT

This agreement for the provision of Homeless Resource Services providing temporary shelter beds ("Agreement") is made and entered in this 21<sup>st</sup> day of May, 2024 "Effective Date", by and between the City of Redlands, a municipal corporation ("City") and Church of Religious Science of Redlands, a California nonprofit corporation dba CRS Redlands ("Provider"). City and Provider are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Provider agree as follows:

### ARTICLE 1 – ENGAGEMENT OF PROVIDER

- 1.1 This Agreement is being funded by grant funding from the State of California Encampment Resolution Funding Program ("ERF Grant") and administered by the California Interagency Council on Homelessness ("Cal ICH"). City is a grantee of the ERF Grant.
- 1.2 City hereby engages Provider to provide homeless resources and services for City by providing temporary shelter beds (the "Services").
- 1.3 The Services shall be performed by Provider in a professional manner, and Provider 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 Providers in the industry providing like and similar types of Services.

### ARTICLE 2 – SERVICES OF PROVIDER

- 2.1 The Services that Provider shall provide are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.
- 2.2 Provider 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. This Agreement is subject to any additional restrictions, limitations, conditions or statutes, regulations, or any other laws whether federal, State of California or any agency, department or any political subdivision of the federal or State of California which may affect the provisions, terms or funding of the ERF Grant and this Agreement in any manner.

### ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Provider information in its possession that may reasonably assist Provider in providing the Services.
- 3.2 City designates David Rabindranath, Homeless Solutions Coordinator, as City's representative with respect to performance of the Services, and such person shall have the

authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

#### ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Provider shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services" ("Services") which is attached hereto and incorporated herein by this reference.
- 4.2 The term of this Agreement shall be from the Effective Date through June 30, 2026, until all available ERF Grant funds have been expended, or unless terminated earlier as provided herein.
- 4.3 Provider shall provide all information required by City to conform to the reporting and auditing requirements of the ERF Grant for which Services are associated as required by this Agreement.
- 4.4 If Provider'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 Provider to obtain a copy of such policy from City staff.

#### ARTICLE 5 – PAYMENTS TO PROVIDER

- 5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of one hundred eighty thousand dollars (\$180,000). City shall pay Provider in the amount of sixty thousand dollars (\$60,000) upon execution of this Agreement by all parties so that Services can be expedited to the homeless population. Two additional disbursements of sixty thousand dollars (\$60,000) will be made when reconciliation reports have been submitted and approved that show expenditures of eighty-five percent (85%) of the previous distribution.
- 5.2 Provider shall submit monthly reconciliation reports to City describing the Services provided during the preceding month in accordance with Exhibit "B" titled "Rate Sheet," which is attached hereto and incorporated herein by this reference. Provider's reconciliation reports shall include a brief description of the Services performed, client identification, the dates the Services were performed, the value of resources expended, and any other pertinent information related to the Services. Additional ERF Grant auditing and reporting documents requirements are described in Exhibit "C" titled, "ERF Grant Reporting" which is attached hereto and incorporated herein by this reference. Any additional required information or reporting will be requested in writing by the City as needed and shall be provided by Provider in a timely manner.

- 5.3 Upon termination of Agreement, any unexpended funds shall be returned to the City within 15 days. If at any time during the term of the Agreement, Provider determines or anticipates unexpended funds will be present at termination, Provider is to contact the City in writing and coordinate possible reallocation of funds to ensure service goals of the ERF Grant are met.
- 5.4 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered, or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY

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

PROVIDER

Edward Torres, President  
 Church of Religious Science of Redlands  
 602 Church St  
 Redlands, CA 92374  
 President@crsredlands.org  
 760-567-3259 – Cell Ed Torres  
 Fax: 760-359-0235 (Bfax)

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Provider for the duration of its performance of the Services. Provider shall not perform any Services unless and until the required insurance listed below is obtained by Provider. Provider 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 Provider is self-insured or exempt from the workers' compensation laws of the State of California. Provider shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
- B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall

be primary and non-contributing to any insurance or self-insurance maintained by City.

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

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

#### ARTICLE 7 – CONFLICTS OF INTEREST

7.1 **Provider 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 Provider's Services. Provider further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.**

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

A. **Does not make a governmental decision whether to:**

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

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

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

#### ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of City to enforce at any time the provisions of this Agreement, or to require at any time, performance by Provider of this Agreement, shall in no way be construed to be a waiver of such provision nor to affect the validity of this Agreement or the right City to enforce the provisions of this Agreement.
- 8.2 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.3 Provider shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.4 Provider is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Provider or Provider's employees, except as herein set forth. Provider shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Provider are for its account only, and in no event shall Provider 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. Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Provider have any authority, express or implied, to bind City to any obligation.
- 8.5 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Provider of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Provider's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Provider at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Provider. Upon receipt of a termination notice, Provider shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Provider in performing the

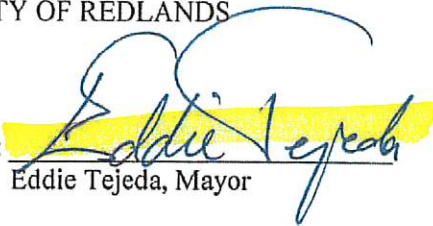
Services. Provider shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.6 This Agreement is valid and enforceable only if sufficient funds are made available from the State of California by legislative appropriation to continue funding the ERF Grant. If the ERF Grant funding is not appropriated by the Legislature or the ERF Grant is terminated or cancelled, the City may terminate this Agreement pursuant to Section 8.4.
- 8.7 Provider shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services in accordance to Exhibit "C" titled, "ERF Grant Reporting" or for any longer period required by law. City shall have the right to review, obtain and copy all records and supporting documentation pertaining to the performance of Services under the Agreement. Such books shall be available upon reasonable notice and during normal business hours for examination, inspecting and copying of records and documentation related to the Services provided under this Agreement, by City at the office of Provider.
- 8.8 During the performance of this Agreement, Provider and its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against an employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin, pregnancy, physical disability, mental disability, medical condition, age, genetic information, marital status, military and veteran status, denial of medical and family care leave, pregnancy disability leave or any other protected class under state or federal law. Provider shall ensure that the valuation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Provider shall comply with the provisions of California law against discriminatory practices relating to such protected classes.
- 8.9 Provider agrees to comply with the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and have or will provide a drug-free workplace.
- 8.10 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 Provider.
- 8.11 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws, provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.
- 8.12 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.

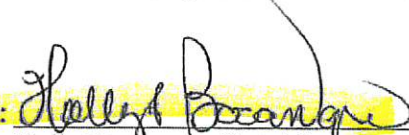
IN WITNESS WHEREOF, duly authorized representatives of City and Provider have signed in confirmation of this Agreement.

CITY OF REDLANDS

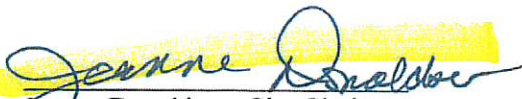
By:   
Eddie Tejada, Mayor

CHURCH OF RELIGIOUS SCIENCE OF  
REDLANDS dba CRS REDLANDS

By:   
Edward Torres, President of the Board

By:   
Holly Bocanegra, Board Secretary

ATTEST:

  
Jeanne Donaldson, City Clerk

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**Provide temporary shelter beds through procurement of rooms at local hotels/motels for City Homeless Solutions referred clients during transition to permanent housing solutions.**

**Shelter bed / hotel room shall include the following:**

- **Occupation of space minimum of 7pm – 7am daily**
- **Bed**
- **Access to restroom**
- **Heating/Cooling**
- **Access to shower**
- **Access to food resources or meals.**

**Provide case management and client support services.**

**Provider shall make available all rules and guidelines for occupancy to clients at time of check-in.**

**Provider to maintain current occupancy report of clients and provide to City weekly.**

**Provider shall procure and coordinate hotel rooms as needed and make available for use by City through Homeless Solutions team referrals and placements only.**

**EXHIBIT "B"**  
**RATE SHEET**

<b>Shelter Bed / Room Nightly Cost Per Client</b>	<b>\$60 per night</b>
<b>Staff Hourly Rate (Fully Burdened) for Case Management / Housing Navigation</b>	<b>\$28.75 per hour</b>
<b>Supplies / Services Provided Directly to Client</b>	<b>Actual Cost</b>
<b>Admin Cost</b>	<b>5%</b>

## EXHIBIT "C"

### ERF GRANT AUDITING AND REPORTING

Provider shall submit to all reporting and auditing requirements of the ERF Grant including but not limited to the following:

Provide monthly reports of expenditures and services provided that include outreach and service path data at the anonymized level.

Maintain housing status data for persons served in the aggregate.

Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Provider shall maintain and make available, individual, client-level data for persons served by grant funding to the City, in addition to any data reported through local Homeless Management Information System, as required by the ERF Grant for the purposes of research.

Provider shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

Provider shall participate in a program evaluation regarding implementation of the ERF Grant is requested.

For the purpose of evaluation, Cal ICH, or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits. Provider should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation of the ERF Grant.

Provider shall coordinate and cooperate with City provided independent certified public accountant for audit purposes if requested.

**Record Inspection:** Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under the ERF Grant and this agreement. The Provider agrees to provide the City, Cal ICH, or its designee, with any relevant information requested. The Provider agrees to give the City, Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, the ERF Grant, and this Agreement.

**Record Retention:** The Provider further agrees to retain all records described above for a minimum period of five (5) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

PROVIDER

By: Edward Torres  
Edward Torres, President of the Board

Date: 5/10/2024

By: Holly Bocanegra  
Holly Bocanegra, Board Secretary

Date: 5-10-2024



**City Council/Financing Authority Meeting      AGENDA ITEM NO. H. 8.**

**DATE:** 05/21/2024

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Approve the Agreement with Church of Religious Science doing business as CRS Redlands for \$180,000, to be paid from the Encampment Resolution Funding Grant, to provide temporary shelter beds to the homeless, and determine that the agreement is exempt from environmental review pursuant to Section 15301 of the State's Guidelines for Implementing the California Environmental Quality Act (Assistant City Manager Boatman)

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**MOTION(S):**

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

1. I move to determine that approval of the Homeless Resource Services agreement is exempt from environmental review pursuant to Section 15301 of the CEQA Guidelines; and
2. Approve the Homeless Resource Services Agreement with CRS Redlands.

**RECOMMENDATION:**

Staff recommends City Council approve the Homeless Resource Services agreement with CRS Redlands and award to provide temporary shelter beds to the homeless population in Redlands. Staff further recommends that the City Council determine that the approval of the agreement is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

## **DISCUSSION:**

In response to the challenges posed by unsheltered homelessness, the State of California introduced the Encampment Resolution Funding Program (ERF), overseen by the California Interagency Council on Homelessness. This initiative, part of the Business, Consumer Services, and Housing Agency, aims to provide one-time, competitive grants to support local efforts in addressing homelessness through innovative and humane strategies. The City of Redlands has been granted \$4,529,069 from this fund, earmarked for the transformation of lives of those residing in encampments by ensuring their safety, addressing their needs, and facilitating their transition into stable housing.

This comprehensive approach includes a partnership with CRS Redlands, which will play a pivotal role in providing temporary shelter, contributing significantly towards the City's goal of placing 200 individuals into permanent housing by offering hotel/motel room beds on a temporary basis from April 2024 through June 2026. This collaboration underscores a community-centered, data-driven effort to not only meet immediate needs but also to lay down the foundations for long-term housing solutions.

The CRS Redlands will procure and coordinate hotel rooms as needed for clients referred by the City's Homeless Solutions Outreach Teams. Clients will be placed in these hotel rooms on a temporary basis and concurrently enrolled in a permanent housing program. The CRS Redlands team will provide case management and client support services as needed to promote a successful transition to permanent housing. The attached Homeless Resource Services Agreement outlines compensation structure and reporting requirements. The total compensation for the Provider's services is capped at \$180,000, with an initial payment of \$60,000 upon agreement execution and two subsequent payments of the same amount upon approval of reconciliation reports demonstrating expenditure progress. Monthly reconciliation reports detailing services provided, client identification, dates of service, resource value, and other relevant information are required, alongside additional auditing and reporting obligations specified in the attached exhibits. Any unexpended funds upon termination of the agreement must be returned to the City within 15 days, and if the Provider foresees unspent funds, coordination with the City for potential reallocation to meet service goals is mandated.

## **ALTERNATIVES:**

The City Council may direct staff to find alternative shelter placement options needed to meet the grant milestone requirements.

**STRATEGIC PLAN:**

Priority B.4 Homelessness

**SUBMITTED BY:**

Christopher Boatman, Assistant City Manager

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Sandy Munoz, Administrative Assistant II

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**Fiscal Impact**

**Fiscal Year:** 2023-24  
**Revenue Generating:** NO  
**Appropriation Required Y/N:** NO  
**Amount:** \$180,000  
**Budgeted Y/N:** YES  
**Account No.:** 200120  
**Discussion:**  
Grant funds have been budgeted based on award.

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**Attachments**

Agreement  
Grant Award  
NOFA

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### Agreement for Temporary Shelter Beds for the Homeless

Homeless Solutions Manager David Rabindranath reviewed the Agreement with Church of Religious Science doing business as CRS Redlands for \$180,000, to be paid from the Encampment Resolution Funding Grant, to provide temporary shelter beds to the homeless. As public comment, Ed Torres, President of CRS thanked everyone for keeping these services going, and he offered special thanks to Rick Ferguson, the Contemporary Club and Mayor Pro Tem Barich.

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously determined, by roll call vote, that approval of the Homeless Resource Services agreement is exempt from environmental review pursuant to Section 15301 of the CEQA Guidelines; and approved the Homeless Resource Services Agreement with Church of Religious Science doing business as CRS Redlands for \$180,000, to be paid from the Encampment Resolution Funding Grant, to provide temporary shelter beds to the homeless.

**Vote: 5 - 0 Passed**

### Amending Agreement Automated Metering Infrastructure Project

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the First Amendment to the Non-Professional Service Agreement with Ferguson Enterprises, LLC 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 First Amendment to the Non-Professional Service Agreement with Ferguson Enterprises, LLC for the Automated Metering Infrastructure Project authorizing a second year extension to the Agreement.

**Vote: 5 - 0 Passed**

### In-kind Support Olive Avenue Market Centennial Event

On motion of Mayor Pro Tempore Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the in-kind support and temporary street closure is exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act; approved a request for in-kind support in the amount of \$600 relating to the Olive Avenue Market Centennial event hosted by Redlands Chamber of Commerce to be held on June 8, 2024; and approved a request to temporarily close a portion of South Michigan Street.

**Vote: 5 - 0 Passed**

### RUSD Temporary Street Closures



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 18201 Von Karman Ave, Suite 200 Irvine CA 92612	<b>CONTACT NAME:</b> Gina Bonafede	
	<b>PHONE (A/C No. Ext):</b> 818-539-8617	<b>FAX (A/C No.):</b>
<b>E-MAIL ADDRESS:</b> Gina.Bonafede@sjg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
License#: 0069293 CENTFC-150	<b>INSURER A:</b> GuideOne Insurance Company	15032
<b>INSURED</b> Church of Religious Science of Redlands "P.O. BOX 7816 602 North Church Street" Redlands, CA 92374	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 67862178                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	00-1444-142	3/10/2024	3/10/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	00-1803-808	3/10/2024	3/10/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	01-0002-702	3/10/2024	3/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: ERF Grant - City of Redlands is named as an additional insured. Coverage is primary and non-contributing. Thirty (30) days prior written notice to City.

<b>CERTIFICATE HOLDER</b>  City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## P.O. request CHECKLIST for Single/Sole Source

(Check applicable)

P.O. for: TEMP SHELTER BED  
Account #: 101500 6710.5120003  
Vendor: Church of Religious Science of REDLANDS DBA  
Amount: \$180,000 CRS REDLANDS

1.  ~~Signed Single/Sole Source form~~
2.  ~~PR~~ ERF GRANT
3.  ~~Supporting docs: quote from Single/Sole source~~ PA #  
\$ 5120003
4.  W9 *vendor 1507*
5.  Insurance
6.  Business License *- on file.*
7.  ~~Bond (if applicable)~~ ✓
8.  Council approval/minutes (if applicable) - STAFF REPORT ✓
9.  Agreement (if applicable)
10.  ~~SAM (Purchasing-internal) over \$20,000~~
11.  ~~Prepare memo to CMO~~

Completed By: \_\_\_\_\_ Date: \_\_\_\_\_

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment (“Second Amendment”) to the agreement for Homeless Resource Services (“Agreement”), dated December 16<sup>th</sup>, 2025, by and between the City of Redlands, a municipal corporation and a general law city (“City”), and Family Service Association of Redlands, a California 501 (c) (3) nonprofit public benefit corporation (“Provider”), is made and entered into this 5<sup>th</sup> day of May, 2026.

RECITALS

WHEREAS, it is the desire of the City and Provider to amend their existing Agreement, specifically to revise the original term of the contract and extend it by thirteen (13) months.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Provider agree as follows:

AGREEMENT

Section 1. Subsection 4.2 of the Agreement, entitled “Article 4-Performance of Services,” is hereby amended to read as follows:

“4.2 Provider shall complete the services by July 5, 2027, unless all available ERF Grant funds have been expended or terminated earlier as provided herein.”

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of May 5<sup>th</sup>, 2026.

CITY OF REDLANDS

FAMILY SERVICE ASSOCIATION OF REDLANDS

\_\_\_\_\_  
Mario Saucedo, Mayor

By: \_\_\_\_\_  
Kyra Stewart, Executive Director

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for Homeless Resource Services ("Agreement"), dated December 5, 2023, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Family Service Association of Redlands, a California 501 (c) (3) nonprofit public benefit corporation ("Provider"), is made and entered into this 16<sup>th</sup> day of December, 2025.

RECITALS

WHEREAS, it is the desire of the City and Provider to amend their existing Agreement, specifically to revise the compensation of funds and reduce the total dollar amount by Fifty Thousand Dollars (\$50,000) to ensure the expenditure deadline is met by June 30, 2026.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article 5 ("Payment to Provider") subsection 5.1 of the Agreement is hereby amended to read as follows:

"5.1 The total compensation for Provider's Services shall be in the amount of Nine Hundred Fifty-Nine Thousand Four Hundred Eighty-Seven Dollars and Fifty Cents (\$959,487.50). City shall pay Provider in full upon execution of this Agreement so that Services can be expedited to the homeless population."

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of December 16, 2025.

CITY OF REDLANDS

  
\_\_\_\_\_  
Mario Saucedo, Mayor

FAMILY SERVICE ASSOCIATION OF REDLANDS

By:   
\_\_\_\_\_  
Kyra, Stewart, Executive Director

ATTEST:

  
\_\_\_\_\_  
Jeanne Donaldson, City Clerk

## HOMELESS RESOURCE SERVICES AGREEMENT

This agreement for the provision of Homeless Resource Services (“Agreement”) is made and entered in this 5<sup>th</sup> day of December, 2023 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and Family Service Association of Redlands, a California 501 (c)(3) nonprofit public benefit corporation (“Provider”). City and Provider are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, City and Provider agree as follows:

### ARTICLE 1 – ENGAGEMENT OF PROVIDER

- 1.1 This Agreement is being funded by grant funding from the State of California Encampment Resolution Funding Program (“ERF Grant”) and administered by the California Interagency Council on Homelessness (“Cal ICH”). City is a grantee of the ERF Grant.
- 1.2 City hereby engages Provider to provide homeless resources and services for City (the “Services”).
- 1.3 The Services shall be performed by Provider in a professional manner, and Provider 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 Providers in the industry providing like and similar types of Services.

### ARTICLE 2 – SERVICES OF PROVIDER

- 2.1 The Services that Provider shall provide are more particularly described in Exhibit “A,” titled, “Scope of Services,” which is attached hereto and incorporated herein by this reference.
- 2.2 Provider 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. This Agreement is subject to any additional restrictions, limitations, conditions or statutes, regulations, or any other laws whether federal, State of California or any agency, department, or any political subdivision of the federal or State of California which may affect the provisions, terms or funding of the ERF Grant and this Agreement in any manner.

### ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Provider information in its possession that may reasonably assist Provider in providing the Services.
- 3.2 City designates David Rabindranath, Homeless Solutions Coordinator, as City’s representative with respect to performance of the Services, and such person shall have the

authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

#### ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Provider shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled, "Scope of Services" ("Services") which is attached hereto and incorporated herein by this reference.
- 4.2 The term of this Agreement shall be for a period of no more than thirty (30) months commencing as of the Effective Date, until all available ERF Grant funds have been expended, or unless terminated earlier as provided herein.
- 4.3 Provider shall provide all information required by City to conform to the reporting and auditing requirements of the ERF Grant for which Services are associated as required by this Agreement.
- 4.4 If Provider'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 Provider to obtain a copy of such policy from City staff.

#### ARTICLE 5 – PAYMENTS TO PROVIDER

- 5.1 The total compensation for Provider's Services shall be in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents (\$1,009,487.50). City shall pay Provider in full upon execution of this Agreement so that Services can be expedited to the homeless population.
- 5.2 Provider shall submit monthly reconciliation reports to City describing the Services provided during the preceding month in accordance with Exhibit "B" titled, "Rate Sheet," which is attached hereto and incorporated herein by this reference. Provider's reconciliation reports shall include a brief description of the Services performed, client identification, the dates the Services were performed, the value of resources expended, and any other pertinent information related to the Services. Additional ERF Grant auditing and reporting documents requirements are described in Exhibit "C" titled "ERF Grant Reporting" which is attached hereto and incorporated herein by this reference. Any additional required information or reporting will be requested in writing by the City as needed and shall be provided by Provider in a timely manner.
- 5.3 Upon termination of Agreement, any unexpended funds shall be returned to the City within 15 days. If at any time during the term of the Agreement, Provider determines or anticipates unexpended funds will be present at termination, Provider is to contact the City in writing

and coordinate possible reallocation of funds to ensure service goals of the ERF Grant are met.

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

CITY

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

PROVIDER

Kyra Stewart, Executive Director  
Family Service Association of Redlands  
612 Lawton St.  
Redlands, CA 92374  
kyra@redlandsfamilyservice.org  
909-793-2673

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Provider for the duration of its performance of the Services. Provider shall not perform any Services unless and until the required insurance listed below is obtained by Provider. Provider 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 Provider is self-insured or exempt from the workers' compensation laws of the State of California. Provider shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
- B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

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

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

#### ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Provider 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 Provider's Services. Provider further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

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

A. Does not make a governmental decision whether to:

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

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

7.3 In the event City determines that Provider must disclose its financial interests, Provider shall complete and file a Fair Political Practices Commission Form 700, Statement of

Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

#### ARTICLE 8 – GENERAL CONSIDERATIONS


- 8.1 No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of City to enforce at any time the provisions of this Agreement, or to require at any time, performance by Provider of this Agreement, shall in no way be construed to be a waiver of such provision nor to affect the validity of this Agreement or the right City to enforce the provisions of this Agreement.
- 8.2 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.3 Provider shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.4 Provider is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Provider or Provider's employees, except as herein set forth. Provider shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Provider are for its account only, and in no event shall Provider 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. Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Provider have any authority, express or implied, to bind City to any obligation.
- 8.5 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Provider of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Provider's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Provider at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Provider. Upon receipt of a termination notice, Provider shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Provider in performing the Services. Provider shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.6 This Agreement is valid and enforceable only if sufficient funds are made available from the State of California by legislative appropriation to continue funding the ERF Grant. If the ERF Grant funding is not appropriated by the Legislature or the ERF Grant is terminated or cancelled, the City may terminate this Agreement pursuant to Section 8.4.
- 8.7 Provider shall maintain books, ledgers, invoices, accounts, and other records and documents evidencing costs and expenses related to the Services for a period of five (5) years, or for any longer period required by law, from the date of final payment to Provider pursuant to this Agreement. City shall have the right to review, obtain and copy all records and supporting documentation pertaining to the performance of Services under the Agreement. Such books shall be available upon reasonable notice and during normal business hours for examination, inspecting and copying of records and documentation related to the Services provided under this Agreement, by City at the office of Provider.
- 8.8 During the performance of this Agreement, Provider and its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against an employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin, pregnancy, physical disability, mental disability, medical condition, age, genetic information, marital status, military and veteran status, denial of medical and family care leave, pregnancy disability leave or any other protected class under state or federal law. Provider shall ensure that the valuation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Provider shall comply with the provisions of California law against discriminatory practices relating to such protected classes.
- 8.9 Provider agrees to comply with the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and have or will provide a drug-free workplace.
- 8.10 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 Provider.
- 8.11 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.
- 8.12 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

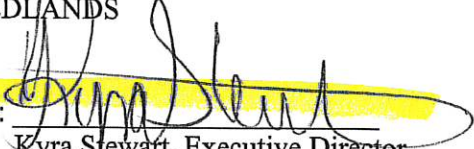
herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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


CITY OF REDLANDS

By:   
~~Eddie Tejeda, Mayor~~  
Paul Barich, Mayor Pro Tem

FAMILY SERVICE ASSOCIATION OF REDLANDS

By:   
Kyra Stewart, Executive Director

ATTEST:

  
Jeanne Donaldson, City Clerk

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Provide rapid re-housing services for minimum of 100 clients as referred by City Homeless Solutions Coordinator or designees including but not limited to the following:

Housing Navigation:

- Receive referrals from City of Redlands and affiliated outreach teams.
- Seek to move homeless individuals off the streets into shelters, hotels, transitional or bridge housing.
- Develop a housing plan with each homeless individual.
- Identify barriers to housing and plan to address them.
- Help individuals to acquire paperwork and documents needed for housing.
- Arrange for and accompany individual/family through housing process.
- Complete applications to landlords in coordination with City of Redlands team.
- Complete subsidy applications and recertifications.
- Offer assistance to tenants in requesting and obtaining a reasonable accommodation.
- Provide/Arrange for security deposits.
- Assist tenant with move in once housing is obtained.
- Acquire basic necessities.
- Arrange for utility deposits.
- Advocating with Property Management and other services providers.
- Provide up to 6 months rental assistance (case by case).

Tenancy Supports/Housing Retention:

- Providing early identification and intervention for behaviors that may jeopardize housing, such as late rental payment and other lease violations.
- Education and training on the tenant and landlord's roles, rights, and responsibilities; lodger and owner, shelter participation.
- Coaching on developing and maintaining critical relationships with landlords/property managers to foster successful tenancy.
- Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action.
- Advocacy and linkage with community resources to prevent eviction when housing is, or may potentially become, jeopardized.
- Coordinating with the individual on a regular basis to reflect current needs and address existing or recurring housing retention barriers; and
- Continuing training in being a good tenant and lease compliance, including ongoing support with activities related to household management.

- Assisting with residents' daily living activities and linking them to other supportive services and physical health care services in order to continue to improve their independent living skills.
- Working to promote lease compliance and successful tenancy.
- Assist tenants in requesting and obtaining reasonable accommodations during the tenancy.
- Working with eligible households in imminent danger of losing their housing including, being evicted to avoid finalization of the eviction process through voluntary departure.
- Ongoing communication with City of Redlands and other ERF grant partners regarding rental subsidy oversight.
- Assist consumers with additional moves if required.
- Maintain ongoing relationship with the Case Manager and housed consumer.

Case Management:

- Individual Service and Support Plan development.
- Coordination with medical, dental, and mental health providers.
- Coaching and Crisis intervention.
- Transportation to appointments.
- Independent living skills coaching.
- Linkages to education, job skills training, and employment or assist with acquiring benefits.
- Maintain the ongoing relationship with the Tenancy Supports staff.
- Case manage client up to 6 months.

**EXHIBIT "B"**  
**RATE SHEET**

<b>Staff Hourly Rate (Fully Burdened) for Case Management / Housing Navigation</b>	<b>\$32.00/hour</b>
<b>Housing Costs (Deposits, Rent) Paid on behalf of Client</b>	<b>Actual Cost</b>
<b>Supplies / Services Provided Directly to Client</b>	<b>Actual Cost</b>
<b>Mileage</b>	<b>Current IRS Rate</b>
<b>Admin Cost</b>	<b>5%</b>

## EXHIBIT "C"

### ERF GRANT AUDITING AND REPORTING

Provider shall submit to all reporting and auditing requirements of the ERF Grant including, but not limited to the following:

Provide monthly reports of expenditures and services provided that include outreach and service path data at the anonymized level.

Maintain housing status data for persons served in the aggregate.

Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Provider shall maintain and make available, individual, client-level data for persons served by grant funding to the City, in addition to any data reported through local Homeless Management Information System, as required by the ERF Grant for the purposes of research.

Provider shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

Provider shall participate in a program evaluation regarding implementation of the ERF Grant is requested.

For the purpose of evaluation, Cal ICH, or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits. Provider should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation of the ERF Grant.

Provider shall coordinate and cooperate with City provided independent certified public accountant for audit purposes if requested.

**Record Inspection:** Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under the ERF Grant and this agreement. The Provider agrees to provide the City, Cal ICH, or its designee, with any relevant information requested. The Provider agrees to give the City, Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, the ERF Grant, and this Agreement.

**Record Retention:** The Provider further agrees to retain all records described above for a minimum period of five (5) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.


CHECK ONE

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

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

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

PROVIDER,  
FAMILY SERVICE ASSOCIATION OF REDLANDS

By:   
Kyra Stewart, Executive Director

Date: 10/2/23

**City Council/Successor Agency Meeting****AGENDA ITEM NO. K.3.****DATE:** 12/05/2023**TO:** Honorable Mayor and City Council Members**SUBJECT:** Consideration of Resolution No. 8527 approving ten (10) Homeless Resource Services Agreements with Encampment Resolution Funding Grant totaling \$3,498,975 with partners as identified in the grant proposal and award, and determination that the agreements are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Homeless Coordinator David Rabindranath)

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**MOTION(S):**

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

1. I move to determine that adoption of Resolution No. 8527 approving the agreements for the Homeless Solutions Division is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to adopt Resolution No. 8527 approving ten (10) Homeless Resource Services agreements totaling \$3,498,975.00 with partners identified in the Encampment Resolution Funding Grant proposal and award to provide shelter, rapid rehousing, housing, and employment services to the homeless population in Redlands.

**RECOMMENDATION:**

Staff recommends City Council adopt Resolution No. 8527 approving Homeless Resource Services agreements with partners identified in the Encampment Resolution Funding Grant proposal and award to provide shelter, rapid rehousing, housing, and employment services to the homeless population in Redlands.

Staff further recommends that the City Council determine that the approval of the agreements is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

## **DISCUSSION:**

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") which is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds for Continuum of Care and/or Local Jurisdictions. To date, there have been two rounds of the Encampment Resolution Funding Program.

The City of Redlands has been awarded \$4,529,069 in ERF funds to resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness has the intent of addressing the safety and wellness of people within encampments, resolving critical encampment concerns, and transitioning individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

The Homeless Solutions Division will be leading the efforts to coordinate outreach teams, emergency shelter placements, rapid rehousing support, and employment services to individuals who meet the criteria of the grant funding.

As part of the City of Redlands grant proposal, the below listed local agencies, organizations, and businesses were identified as partners to perform specific program tasks. Resolution No. 8527 will approve agreements with these partners to perform the tasks required to meet program milestones and goals which include permanent housing placement for a minimum of 200 chronically or literally homeless individuals from the City of Redlands.

- The Redlands Chamber of Commerce will provide employment services to individuals once placed in permanent housing in an effort to ensure sustainability of the placement. The agreement will be in the amount of seventy-five thousand dollars (\$75,000).
- Family Service Association of Redlands will provide rapid rehousing services, including placements into permanent housing opportunities, for homeless individuals in Redlands. Rapid re-housing will include payment of deposits and up to six months of rent to help ensure the sustainability of the placement. The agreement will be in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents (\$1,009,487.50).

- Goodwill Southern California will provide employment services to individuals once placed in permanent housing in an effort to ensure sustainability of the placement. The agreement will be in the amount of seventy-five thousand dollars (\$75,000).
- The Salvation Army will provide rapid re-housing services, including placements into permanent housing opportunities for homeless individuals in Redlands. Rapid re-housing will include payment of deposits and up to six months of rent to help ensure the sustainability of the placement. The agreement will be in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents (\$1,009,487.50).
- The Salvation Army will provide an outreach team of two staff to work in the community to engage, screen, connect with services, and refer for additional support chronically or literally homeless persons in Redlands. The agreement will be in the amount of two hundred twenty-five thousand dollars (\$225,000.00).
- The Salvation Army will provide emergency shelter beds to homeless individuals for up to 30 days while a permanent housing solution can be located. The agreement will be in the amount of one hundred fifteen thousand dollars (\$115,000.00).
- Step Up On Second will provide an outreach team of two staff to work in the community to engage, screen, connect with services, and refer for additional support chronically or literally homeless persons in Redlands. The agreement will be in the amount of three hundred thousand dollars (\$300,000.00).
- Step Up On Second will provide continued operations and support of those once chronically or literally homeless in Redlands through the Step Up In Redlands facility that was funded by HomeKey 2 Grant funds and currently houses more than 100 individuals. The agreement will be in the amount of three hundred thousand dollars (\$300,000.00).
- SB Express One LLC. will provide emergency shelter beds in the form of hotel rooms to homeless individuals for up to 30 days while a permanent housing solution can be located. The agreement will be in the amount of three hundred thousand dollars (\$300,000.00).
- The Youth Hope Foundation will provide an outreach team of two staff to work in the community to engage, screen, connect with services, and refer for additional support teen and young adult homeless persons in Redlands. The agreement will be in the amount of ninety thousand dollars (\$90,000.00).

The agreements with our local partner agencies and organizations included in this resolution add up to a total of three million four hundred ninety-eight thousand nine hundred seventy-five dollars (\$3,498,975.00). The remaining grant funds awarded to the City through the ERF program are allocated to city staff, including two outreach workers and administrative assistant, as well as supplies, equipment, and administrative costs.

#### **ALTERNATIVES:**

Approval of these agreements is paramount to the successful implementation and outcome of the ERF grant.

#### **STRATEGIC PLAN:**

Priority B.4 Homelessness

**SUBMITTED BY:**

Christopher Boatman, Assistant City Manager

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Don Crow, Sr. Manager, Facilities and Community Services

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**Fiscal Impact**

**Fiscal Year:** 2023-24  
**Revenue Generating:** NO  
**Appropriation Required Y/N:** NO  
**Amount:** \$3,498,975  
**Budgeted Y/N:** YES  
**Account No.:** 200120

**Discussion:**

Grant funds have been budgeted based on award.

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## Attachments

Resolution 8527

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Exhibit G

Exhibit H

Exhibit I

Exhibit J

Associated Grant Agreement

NOFA

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## Original Equipment Manufactured Hydraulic Hoses and Accessories Agreement

Facilities and Community Services Director Crocker reviewed the agreement with Bernell Hydraulics Inc. for the supply of Original Equipment Manufacturer (OEM) Parker Hannifin Hydraulic Hoses and Accessories. Within the City's Equipment Maintenance Division, the most frequent and anticipated repairs of solid waste trucks are related to the hydraulic system. To perform hydraulic repairs, it is imperative to have a supply of OEM Parker Hannifin Hydraulic Hoses and Accessories.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, an agreement with Bernell Hydraulics Inc. for the supply of OEM Parker Hannifin Hydraulic Hoses and Accessories in an amount not-to-exceed \$150,000 for the initial term, with the option to extend for two additional one-year terms for a total amount not-to-exceed \$450,000.

**Vote: 5 - 0 Passed**

## Resolution No. 8527 Homeless Resource Services Agreements

Homeless Coordinator David Rabindranath presented Resolution No. 8527 to approve ten Homeless Resource Services Agreements with Encampment Resolution Funding (ERF) Grant totaling \$3,498,975 with partners as identified in the grant proposal and award. The City has been awarded \$4,529,069 in ERF funds to resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness has the intent of addressing the safety and wellness of people within encampments, resolving critical encampment concerns, and transitioning individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

The Homeless Solutions Division will be leading the efforts to coordinate outreach teams, emergency shelter placements, rapid rehousing support, and employment services for individuals who meet the criteria of the grant funding. Local agencies, organizations, and businesses identified as partners to perform specific program tasks include: Chamber of Commerce, Family Service Association of Redlands, Goodwill of Southern California, Salvation Army, Step Up in Redlands, SB Express One LLC and Youth Hope Foundation.

Mr. Rabindranath was praised for his commitment and dedication to serving the homeless population with a positive attitude and compassion. Council Member Guzman-Lowery raised a number of questions concerning the implementation of the partnerships, including service locations, methods of transportation, and the criteria process for qualification. As public comment, Chamber of Commerce Executive Director, Evan Sanford, voiced their support of the City's efforts and was pleased the Chamber will be a part of the program and a catalyst for positive change. Brian Seghers offered several suggestions to make the program more successful, including motivating and educating our youth. Bruce Laycook was hopeful about the good work the program will do, and he encouraged the Council to work closely with Youth Hope. Dan Jimenez recommended the City push to find a local motel that would be closer to home for those in need instead of using resources in San Bernardino. Council Members were extremely pleased with the

program and were grateful to all the various partners that will make this program a success.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8527 approving the agreements for the Homeless Solutions Division is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8527 approving ten (10) Homeless Resource Services agreements totaling \$3,498,975.00 with partners identified in the Encampment Resolution Funding Grant proposal awarded to provide shelter, rapid rehousing, housing, and employment services to the homeless population in Redlands.

**Vote: 5 - 0 Passed**

### COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Saucedo attended the Groundbreaking event for the new Meritage Homes Project located behind Citrus Valley High School.

### ADJOURNMENT

There being no further action required the meeting adjourned at 9:23 P.M. The next regular meeting of the City of Redlands City Council will be held on December 19, 2023.

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

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

### PUBLIC COMMENT

None forthcoming

### Minutes

On motion of Board Member Davis, seconded by Board Member Saucedo, the minutes of the regular meeting of November 7, 2023 were unanimously approved, by roll call vote.

**Vote: 5 - 0 Passed**

### ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 9:24 P.M. The next regular meeting of the Agency will be held on February 6, 2024.

RESOLUTION NO. 8527

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS  
APPROVING HOMELESS RESOURCE SERVICE AGREEMENTS  
FUNDED THROUGH ENCAMPMENT RESOLUTIONS FUNDING GRANT

WHEREAS, The City of Redlands ("City") was awarded \$4,529,069 in grant funds through the Encampment Resolution Funding Program ("ERF") as administered by the California Interagency Council on Homelessness ("Cal ICH") to fund the proposal put forth by the City; and

WHEREAS, The City identified numerous partners in the proposal for EFR funds to provide the resources, staffing, and capacity needed to service the population of unsheltered homeless within the City; and

WHEREAS, The City seeks to enter into agreements with these pre-identified partners to provide outreach, shelter, housing, and employment services to the target population through the use of the ERF grant funds.

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

Section 1. The City Council hereby approves the Homeless Resource Service Agreement with The Redlands Chamber of Commerce in the amount of seventy-five thousand dollars (\$75,000) to provide employment services.

Section 2. The City Council hereby approves the Homeless Resource Service Agreement with Family Service Association of Redlands in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents (\$1,009,487.50) to provide rapid rehousing services.

Section 3. The City Council hereby approves the Homeless Resource Service Agreement with Goodwill Industries of Southern California in the amount of seventy-five thousand dollars (\$75,000) to provide employment services.

Section 4. The City Council hereby approves the Homeless Resource Service Agreement with The Salvation Army in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents (\$1,009,487.50) to provide rapid rehousing services.

Section 5. The City Council hereby approves the Homeless Resource Service Agreement with The Salvation Army in the amount of two hundred twenty-five thousand dollars (\$225,000.00) to provide outreach services.

Section 6. The City Council hereby approves the Homeless Resource Service Agreement with The Salvation Army in the amount of one hundred fifteen thousand dollars (\$115,000.00) to provide temporary shelter beds.

Section 7. The City Council hereby approves the Homeless Resource Service Agreement with Step Up On Second Street, Inc. in the amount of three hundred thousand dollars (\$300,000.00) to provide outreach services.

Section 8. The City Council hereby approves the Homeless Resource Service Agreement with Step Up On Second Street, Inc. in the amount of three hundred thousand dollars (\$300,000.00) to provide continued housing and operations at the HomeKey 2 housing facility known as Step Up In Redlands.

Section 9. The City Council hereby approves the Homeless Resource Service Agreement with SB Express One, LLC in the amount of three hundred thousand dollars (\$300,000) to provide temporary shelter beds.

Section 10. The City Council hereby approves the Homeless Resource Service Agreement with The Youth Hope Foundation in the amount of ninety thousand dollars (\$90,000.00) to provide outreach services.

ADOPTED, SIGNED AND APPROVED this 5<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Eddie Tejada, Mayor

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Jeanne Donaldson, City Clerk

**Exhibit "A"**  
Homeless Resource Services Agreement  
Employment Services

THE REDLANDS CHAMBER OF COMMERCE

**Exhibit “B”**

Homeless Resource Services Agreement  
Rapid Rehousing Services

FAMILY SERVICE ASSOCIATION OF REDLANDS

**Exhibit "C"**  
Homeless Resource Services Agreement  
Employment Services

GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA

**Exhibit “D”**

Homeless Resource Services Agreement  
Rapid Rehousing Services

THE SALVATION ARMY

**Exhibit "E"**  
Homeless Resource Services Agreement  
Outreach Services

THE SALVATION ARMY

**Exhibit "F"**

**Homeless Resource Services Agreement  
Shelter Bed Services**

**THE SALVATION ARMY**

**Exhibit “G”**

Homeless Resource Services Agreement  
Outreach Services

STEP UP ON SECOND STREET, INC

**Exhibit “H”**

Homeless Resource Services Agreement  
Housing Operation Services

STEP UP ON SECOND STREET, INC.

**Exhibit "I"**  
**Homeless Resource Services Agreement**  
**Shelter Bed Services**

**SB EXPRESS ONE, LLC**

**Exhibit “J”**  
Homeless Resource Services Agreement  
Outreach Services

**THE YOUTH HOPE FOUNDATION**



Guest

Home Report a Problem

### Business Search

Search By

Value

[Specify Start Date Range \(Optional\)](#)

Account #	Business Name	Expire Date	Address
08122493	FAMILY SERVICES ASSOC-CASA DE LA VISTA	12/31/2023	686 E REDLANDS BLVD, REDLANDS, CA 92373-5214

Total records found: 1

**Contact Us**

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment (“Second Amendment”) to the agreement for Homeless Resource Services supporting rapid rehousing (“Agreement”), dated December 16<sup>th</sup>, 2025, by and between the City of Redlands, a municipal corporation and a general law city (“City”), and The Salvation Army, a California nonprofit corporation (“Provider”), is made and entered into this 5<sup>th</sup> day of May, 2026.

RECITALS

WHEREAS, it is the desire of the City and Provider to amend their existing Agreement, specifically to revise the original term of the contract and extend it by thirteen (13) months.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Provider agree as follows:

AGREEMENT

Section 1. Subsection 4.2 of the Agreement, entitled “Article 4-Performance of Services,” is hereby amended to read as follows:

“4.2 Provider shall complete the services by August 5, 2027, unless all available ERF Grant funds have been expended or terminated earlier as provided herein.”

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of May 5<sup>th</sup>, 2026.

CITY OF REDLANDS

THE SALVATION ARMY

\_\_\_\_\_  
Mario Saucedo, Mayor

By: \_\_\_\_\_  
J. Koebel, Captain  
Divisional Secretary for Business

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk

## FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment (“First Amendment”) to the agreement for Homeless Resource Services supporting rapid rehousing (“Agreement”), dated December 5, 2023, by and between the City of Redlands, a municipal corporation and a general law city (“City”), and The Salvation Army, a California nonprofit public benefit corporation and 501(c)(3) (“Provider”), is made and entered into this 16<sup>th</sup> day of December, 2025.

### RECITALS

WHEREAS, it is the desire of the City and Provider to amend their existing Agreement, specifically to revise the compensation of funds and increase the total dollar amount by Fifty Thousand Dollars (\$50,000) to ensure the expenditure deadline is met by June 30<sup>th</sup>, 2026; and

WHEREAS, by this First Amendment, the City and Provider agree to the amendments to the Agreement.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

### AGREEMENT

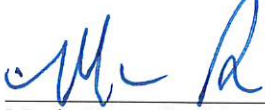
Section 1. Article 5 (“Payment to Provider”) subsection 5.1 of the Agreements hereby amended to read as follows:

“5.1 The total compensation for Provider’s Services shall be in the amount of One Million Fifty-Nine Thousand Four Hundred Eighty-Seven Dollars and Fifty Cents. (\$1,059,487.50). The City shall pay the Provider 75% of the total compensation upon execution of this Agreement and 25% of the total compensation shall be paid to Provider by April 1, 2026, so that Services can be expedited to the homeless population.”

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

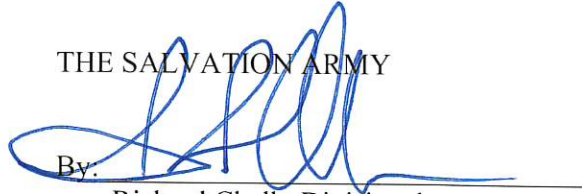
IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of December 16, 2025.

CITY OF REDLANDS



\_\_\_\_\_  
Mario Saucedo, Mayor


THE SALVATION ARMY



By: \_\_\_\_\_

Richard Chalk, Divisional  
Finance Director

ATTEST:



\_\_\_\_\_  
Jeanne Donaldson, City Clerk

## HOMELESS RESOURCE SERVICES AGREEMENT

This agreement for the provision of Homeless Resource Services supporting rapid rehousing (“Agreement”) is made and entered in this 5<sup>th</sup> day of December, 2023 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and The Salvation Army, a California nonprofit corporation (“Provider”). City and Provider are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, City and Provider agree as follows:

### ARTICLE 1 – ENGAGEMENT OF PROVIDER

- 1.1 This Agreement is being funded by grant funding from the State of California Encampment Resolution Funding Program (“ERF Grant”) and administered by the California Interagency Council on Homelessness (“Cal ICH”). City is a grantee of the ERF Grant.
- 1.2 City hereby engages Provider to provide homeless resources, supporting rapid rehousing and services for City (the “Services”).
- 1.3 The Services shall be performed by Provider in a professional manner, and Provider 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 Providers in the industry providing like and similar types of Services.

### ARTICLE 2 – SERVICES OF PROVIDER

- 2.1 The Services that Provider shall provide are more particularly described in Exhibit “A,” titled “Scope of Services,” which is attached hereto and incorporated herein by this reference.
- 2.2 Provider 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. This Agreement is subject to any additional restrictions, limitations, conditions or statutes, regulations, or any other laws whether federal, State of California or any agency, department, or any political subdivision of the federal or State of California which may affect the provisions, terms or funding of the ERF Grant and this Agreement in any manner.

### ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Provider information in its possession that may reasonably assist Provider in providing the Services.
- 3.2 City designates David Rabindranath, Homeless Solutions Coordinator, as City’s representative with respect to performance of the Services, and such person shall have the

authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to performance of the Services.

#### ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Provider shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services" ("Services") which is attached hereto and incorporated herein by this reference.
- 4.2 The term of this Agreement shall be for a period of no more than thirty-one (31) months commencing as of the Effective Date, until all available ERF Grant funds have been expended, or unless terminated earlier as provided herein.
- 4.3 Provider shall provide all information required by City to conform to the reporting and auditing requirements of the ERF Grant for which Services are associated as required by this Agreement
- 4.4 If Provider'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 Provider to obtain a copy of such policy from City staff.

#### ARTICLE 5 – PAYMENTS TO PROVIDER

- 5.1 The total compensation for Provider's Services shall be in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents (\$1,009,487.50). City shall pay Provider in full upon execution of this Agreement so that Services can be expedited to the homeless population.
- 5.2 Provider shall submit monthly reconciliation reports to City describing the Services provided during the preceding month in accordance with Exhibit "B" titled "Rate Sheet," which is attached hereto and incorporated herein by this reference. Provider's reconciliation reports shall include a brief description of the Services performed, client identification, the dates the Services were performed, the value of resources expended, and any other pertinent information related to the Services. Additional ERF Grant auditing and reporting documents requirements are described in Exhibit "C" titled "ERF Grant Reporting" which is attached hereto and incorporated herein by this reference. Any additional required information or reporting will be requested in writing by the City as needed and shall be provided by Provider in a timely manner.
- 5.3 Upon termination of Agreement, any unexpended funds shall be returned to the City within 15 days. If at any time during the term of the Agreement, Provider determines or anticipates unexpended funds will be present at termination, Provider is to contact the City

in writing and coordinate possible reallocation of funds to ensure service goals of the ERF Grant are met.

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

CITY

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

PROVIDER

J Koebel, Captain  
The Salvation Army  
16941 Keegan Avenue  
Carson CA, 90746  
j.koebel@usw.salvationarmy.org  
(562)264-3620

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Provider for the duration of its performance of the Services. Provider shall not perform any Services unless and until the required insurance listed below is obtained by Provider. Provider 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 Provider is self-insured or exempt from the workers' compensation laws of the State of California. Provider shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
  - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

- C. **Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Provider owned vehicles used in connection with Provider's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.**
- 6.2 Provider shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees, and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of Provider, or its officers, employees and agents in performing the Services.

#### ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Provider 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 Provider's Services. Provider further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Provider agrees it is not a designated employee within the meaning of the Political Reform Act because Provider:
- A. Does not make a governmental decision whether to:
- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
  - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
  - (iii) authorize City to enter into, modify or renew a contract;
  - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
  - (v) grant City approval to a plan, design, report, study or similar item;
  - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
- B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Provider must disclose its financial interests, Provider shall complete and file a Fair Political Practices Commission Form 700, Statement of

Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

#### ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of City to enforce at any time the provisions of this Agreement, or to require at any time, performance by Provider of this Agreement, shall in no way be construed to be a waiver of such provision nor to affect the validity of this Agreement or the right City to enforce the provisions of this Agreement.
- 8.2 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.3 Provider shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.4 Provider is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Provider or Provider's employees, except as herein set forth. Provider shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Provider are for its account only, and in no event shall Provider 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. Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Provider have any authority, express or implied, to bind City to any obligation.
- 8.5 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Provider of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Provider's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Provider at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Provider. Upon receipt of a termination notice, Provider shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Provider in performing the Services. Provider shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.6 This Agreement is valid and enforceable only if sufficient funds are made available from the State of California by legislative appropriation to continue funding the ERF Grant. If the ERF Grant funding is not appropriated by the Legislature or the ERF Grant is terminated or cancelled, the City may terminate this Agreement pursuant to Section 8.4.
- 8.7 Provider shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of five (5) years, or for any longer period required by law, from the date of final payment to Provider pursuant to this Agreement. City shall have the right to review, obtain and copy all records and supporting documentation pertaining to the performance of Services under the Agreement. Such books shall be available upon reasonable notice and during normal business hours for examination, inspecting and copying of records and documentation related to the Services provided under this Agreement, by City at the office of Provider.
- 8.8 During the performance of this Agreement, Provider and its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against an employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin, pregnancy, physical disability, mental disability, medical condition, age, genetic information, marital status, military and veteran status, denial of medical and family care leave, pregnancy disability leave or any other protected class under state or federal law. Provider shall ensure that the valuation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Provider shall comply with the provisions of California law against discriminatory practices relating to such protected classes.
- 8.9 Provider agrees to comply with the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and have or will provide a drug-free workplace.
- 8.10 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 Provider.
- 8.11 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.
- 8.12 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 Provider have signed in confirmation of this Agreement.


CITY OF REDLANDS

By: 

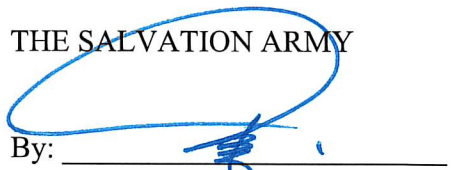
~~Eddie Tejada, Mayor~~

Paul Barich, Mayor Pro Tem

ATTEST:

  
Jeanne Donaldson, City Clerk

THE SALVATION ARMY

By: 

J. Koebel, Captain

Divisional Secretary for Business

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Provide rapid rehousing services for a minimum of 100 clients as referred by City Homeless Solutions team including but not limited to the following:

Housing Navigation:

- Receive referrals from City of Redlands and affiliated outreach teams.
- Seek to move homeless individuals off the streets into shelters, hotels, transitional or bridge housing.
- Develop a housing plan with each homeless individual.
- Identify barriers to housing and plan to address them.
- Help individuals to acquire paperwork and documents needed for housing.
- Arrange for and accompany individual/family through housing process.
- Complete applications to landlords in coordination with City of Redlands team.
- Complete subsidy applications and recertifications.
- Offer assistance to tenants in requesting and obtaining a reasonable accommodation.
- Provide/Arrange for security deposits.
- Assist tenant with move in once housing is obtained.
- Acquire basic necessities.
- Arrange for utility deposits.
- Advocating with Property Management and other services providers.
- Provide up to 6 months rental assistance (case by case).

Tenancy Supports/Housing Retention:

- Providing early identification and intervention for behaviors that may jeopardize housing, such as late rental payment and other lease violations.
- Education and training on the tenant and landlord's roles, rights, and responsibilities; lodger and owner, shelter participation.
- Coaching on developing and maintaining critical relationships with landlords/property managers to foster successful tenancy.
- Assistance in resolving disputes with landlords and/or neighbors to reduce risk of eviction or other adverse action.
- Advocacy and linkage with community resources to prevent eviction when housing is, or may potentially become, jeopardized.
- Coordinating with the individual on a regular basis to reflect current needs and address existing or recurring housing retention barriers, and;
- Continuing training in being a good tenant and lease compliance, including ongoing support with activities related to household management.

- **Assisting with residents' daily living activities and linking them to other supportive services and physical health care services in order to continue to improve their independent living skills.**
- **Working to promote lease compliance and successful tenancy.**
- Assist tenants in requesting and obtaining reasonable accommodations during the tenancy.
- Working with eligible households in imminent danger of losing their housing including, being evicted to avoid finalization of the eviction process through voluntary departure.
- Ongoing communication with City of Redlands and other ERF grant partners regarding rental subsidy oversight.
- Assist consumers with additional moves if required.
- Maintain ongoing relationship with the Case Manager and housed consumer.

Case Management:

- Individual Service and Support Plan development.
- Coordination with medical, dental, and mental health providers.
- Coaching and Crisis intervention.
- Transportation to appointments.
- Independent living skills coaching.
- Linkages to education, job skills training, and employment or assist with acquiring benefits.
- Maintain the ongoing relationship with the Tenancy Supports staff.
- Case manage client up to 6 months.

**EXHIBIT "B"**  
**RATE SHEET**

Staff Hourly Rate (Fully Burdened) for Case Management / Housing Navigation	\$35.00
Housing Costs (Deposits, Rent) Paid on behalf of Client	Actual Cost
Supplies / Services Provided Directly to Client	Actual Cost
Mileage	Current IRS Rate
Admin Cost	5%

## EXHIBIT "C"

### ERF GRANT AUDITING AND REPORTING

Provider shall submit to all reporting and auditing requirements of the ERF Grant including but not limited to the following:

Provide monthly reports of expenditures and services provided that include outreach and service path data at the anonymized level.

Maintain housing status data for persons served in the aggregate.

Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Provider shall maintain and make available, individual, client-level data for persons served by grant funding to the City, in addition to any data reported through local Homeless Management Information System, as required by the ERF Grant for the purposes of research.

Provider shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

Provider shall participate in a program evaluation regarding implementation of the ERF Grant is requested.

For the purpose of evaluation, Cal ICH, or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits. Provider should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation of the ERF Grant.

Provider shall coordinate and cooperate with City provided independent certified public accountant for audit purposes if requested.

Record Inspection: Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under the ERF Grant and this agreement. The Provider agrees to provide the City, Cal ICH, or its designee, with any relevant information requested. The Provider agrees to give the City, Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, the ERF Grant, and this Agreement.

Record Retention: The Provider further agrees to retain all records described above for a minimum period of five (5) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

PROVIDER,  
THE SALVATION ARMY

By:   
\_\_\_\_\_  
J. Koebel, Captain

Date: 11/30/2023

Divisional Secretary for Business

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment (“First Amendment”) to the agreement for Homeless Resource Services supporting program outreach (“Agreement”), dated December 5<sup>th</sup>, 2023, by and between the City of Redlands, a municipal corporation and a general law city (“City”), and Step Up On Second Street, Inc., a California nonprofit public benefit corporation (“Provider”), is made and entered into this 5<sup>th</sup> day of May, 2026.

RECITALS

WHEREAS, it is the desire of the City and Provider to amend their existing Agreement, specifically to revise the original term of the contract and extend it by thirteen (13) months.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Provider agree as follows:

AGREEMENT

Section 1. Subsection 4.2 of the Agreement, entitled “Article 4-Performance of Services,” is hereby amended to read as follows:

“4.2 Provider shall complete the services by July 5, 2027, unless all available ERF Grant funds have been expended or terminated earlier as provided herein.”

Section 2. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of May 5<sup>th</sup>, 2026.

CITY OF REDLANDS

STEP UP ON SECOND STREET, INC.

\_\_\_\_\_  
Mario Saucedo, Mayor

By: \_\_\_\_\_  
Ivan Garcia, Senior Director of Programs

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk

## HOMELESS RESOURCE SERVICES AGREEMENT

This agreement for the provision of Homeless Resource Services supporting program outreach (“Agreement”) is made and entered in this 5<sup>th</sup> day of December, 2023 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and Step Up On Second Street, Inc., a California nonprofit public benefit corporation (“Provider”). City and Provider are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, City and Provider agree as follows:

### ARTICLE 1 – ENGAGEMENT OF PROVIDER

- 1.1 This Agreement is being funded by grant funding from the State of California Encampment Resolution Funding Program (“ERF Grant”) and administered by the California Interagency Council on Homelessness (“Cal ICH”). City is a grantee of the ERF Grant.
- 1.2 City hereby engages Provider to provide homeless resources supporting program outreach and services for City (the “Services”).
- 1.3 The Services shall be performed by Provider in a professional manner, and Provider 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 Providers in the industry providing like and similar types of Services.

### ARTICLE 2 – SERVICES OF PROVIDER

- 2.1 The Services that Provider shall provide are more particularly described in Exhibit “A,” titled, “Scope of Services,” which is attached hereto and incorporated herein by this reference.
- 2.2 Provider 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. This Agreement is subject to any additional restrictions, limitations, conditions or statutes, regulations, or any other laws whether federal, State of California or any agency, department, or any political subdivision of the federal or State of California which may affect the provisions, terms or funding of the ERF Grant and this Agreement in any manner.

### ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Provider information in its possession that may reasonably assist Provider in providing the Services.
- 3.2 City designates David Rabindranath, Homeless Solutions Coordinator, as City’s representative with respect to performance of the Services, and such person shall have the

authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

#### ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Provider shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled, "Scope of Services" ("Services") which is attached hereto and incorporated herein by this reference.
- 4.2 The term of this Agreement shall be for a period of no more than thirty (30) months commencing as of the Effective Date, until all available ERF Grant funds have been expended, or unless terminated earlier as provided herein.
- 4.3 Provider shall provide all information required by City to conform to the reporting and auditing requirements of the ERF Grant for which Services are associated as required by this Agreement.
- 4.4 If Provider'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 Provider to obtain a copy of such policy from City staff.

#### ARTICLE 5 – PAYMENTS TO PROVIDER

- 5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of three hundred thousand dollars (\$300,000). City shall pay Provider on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B" titled, "Rate Sheet," which is attached hereto and incorporated herein by this reference.
- 5.2 Provider shall submit monthly invoices to City describing the Services provided during the preceding month in accordance with Exhibit "B" titled "Rate Sheet," Provider's invoices shall include a brief description of the Services performed, client identification, the dates the Services were performed, the cost of resources expended, and any other pertinent information related to the Services. Additional ERF Grant auditing and reporting documents requirements are described in Exhibit "C" titled, "ERF Grant Reporting" which is attached hereto and incorporated herein by this reference. Any additional required information or reporting will be requested in writing by the City as needed and shall be provided by Provider in a timely manner. City shall pay Provider no later than thirty (30) days after receipt and approval by City of Provider's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return

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

CITY

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

PROVIDER

Ivan Garcia, Senior Director of Programs  
Step Up On Second Street, Inc.  
1328 Second Street  
Santa Monica, CA 90401  
IGarcia@stepup.org  
(909) 963-5335 Ext. 1902

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Provider for the duration of its performance of the Services. Provider shall not perform any Services unless and until the required insurance listed below is obtained by Provider. Provider 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 Provider is self-insured or exempt from the workers' compensation laws of the State of California. Provider shall execute and provide City with Exhibit "D," titled, "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
  - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
  - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Provider owned vehicles used in connection with Provider's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-

insurance maintained by City.

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

#### ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Provider 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 Provider's Services. Provider further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Provider agrees it is not a designated employee within the meaning of the Political Reform Act because Provider:
- A. Does not make a governmental decision whether to:
- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
  - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
  - (iii) authorize City to enter into, modify or renew a contract;
  - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
  - (v) grant City approval to a plan, design, report, study or similar item;
  - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
- B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Provider must disclose its financial interests, Provider shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.


#### ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of City to enforce at any time the provisions of this Agreement, or to require at any time, performance by Provider of this Agreement, shall in no way be construed to be a waiver of such provision nor to affect the validity of this Agreement or the right City to enforce the provisions of this Agreement.
- 8.2 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.3 Provider shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.4 Provider is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Provider or Provider's employees, except as herein set forth. Provider shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Provider are for its account only, and in no event shall Provider 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. Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Provider have any authority, express or implied, to bind City to any obligation.
- 8.5 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Provider of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Provider's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Provider at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Provider. Upon receipt of a termination notice, Provider shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Provider in performing the Services. Provider shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.6 This Agreement is valid and enforceable only if sufficient funds are made available from the State of California by legislative appropriation to continue funding the ERF Grant. If the ERF Grant funding is not appropriated by the Legislature or the ERF Grant is terminated or cancelled, the City may terminate this Agreement pursuant to Section 8.4.

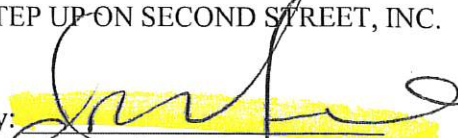
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- 8.8 During the performance of this Agreement, Provider and its employees and subcontractors shall not unlawfully discriminate, harass, or allow harassment against an employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin, pregnancy, physical disability, mental disability, medical condition, age, genetic information, marital status, military and veteran status, denial of medical and family care leave, pregnancy disability leave or any other protected class under state or federal law. Provider shall ensure that the valuation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Provider shall comply with the provisions of California law against discriminatory practices relating to such protected classes.
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- 8.10 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 Provider.
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IN WITNESS WHEREOF, duly authorized representatives of City and Provider have signed in confirmation of this Agreement.


CITY OF REDLANDS

By:   
~~Eddie Tejeda, Mayor~~  
Paul Barich, Mayor Pro Tem

STEP UP ON SECOND STREET, INC.

By:   
Ivan Garcia, Senior Director of  
Programs

ATTEST:

  
Jeanne Donaldson, City Clerk

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Provide a two-person outreach team to engage the targeted population (homeless) in the City of Redlands, and provide the pathway to available healthcare, mental health services, shelter, transitional housing, substance abuse counseling, permanent housing, veteran services, and housing services.

Provider's staff shall be available Monday – Friday (except holidays) during regular business hours for a total of 40 hours per week for a minimum of 104 weeks.

Provider's staff shall be responsible for, but not limited to, the following tasks during outreach:

- Meet and coordinate with City Homeless Solutions Coordinator weekly or as requested.
- Make spontaneous and regularly scheduled drop-ins at local shelters, clubhouses, encampments, etc.
- Engage individuals in the field in coordination with and as directed by the City Homeless Solutions team.
- Complete the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT).
- Enter person's information into CES and the Homeless Management Information System (HMIS).
- Link individuals to Homeless Provider Network to explore housing options.
  - Refer clients to appropriate ERF Grant housing providers for rapid rehousing assistance.
- Assist individuals in acquiring paperwork and documents needed for housing and benefits.
- Obtain/complete Verification of Homelessness for individuals.
- Assist individuals with obtaining / applying for entitlements and benefits such as:
  - Medi-Cal
  - General Relief
  - CalFresh
  - Cash Assistance Program for Immigrants (CAPI)
  - Welfare-to-Work
  - Social Security
- Link individuals to resources in the community and provide a warm hand-off to services.
  - Department of Behavioral Health
  - Mental Health Services
  - Substance Use Disorder Treatment
  - Department of Aging and Adult Services
  - In-Home Supportive Services
  - Nutrition Services

- Age Wise Mental Health Program for high-risk older adults
- Medical
- Dental
- Provide or arrange for transportation to service appointments.
- Assist individuals in strategies to increase income.
  - Referrals to employment
  - Linkage to provider to assist in obtaining Social Security Disability Income
  - Connect with employment service providers
- Provide field-based psychoeducation, system navigation training, health navigation training, and other types of individual and community education as needed.
- Support individuals in their interactions with other service providers.
- Maintain adequate records of engagements, status, and outcomes for individuals served under the ERF Grant funding under this Agreement.

**EXHIBIT "B"**  
**RATE SHEET**

Staff Hourly Rate (Fully Burdened)	\$36.00/hour
Supplies / Services Provided Directly to Clients	Actual Cost
Mileage	Current IRS Rate
Admin Cost (Maximum 5%)	5%

## EXHIBIT "C"

### ERF GRANT AUDITING AND REPORTING

Provider shall submit to all reporting and auditing requirements of the ERF Grant including but not limited to the following:

Provide monthly reports of expenditures and services provided that include outreach and service path data at the anonymized level.

Maintain housing status data for persons served in the aggregate.

Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Provider shall maintain and make available, individual, client-level data for persons served by grant funding to the City, in addition to any data reported through local Homeless Management Information System, as required by the ERF Grant for the purposes of research.

Provider shall comply with the data entry requirements of AB977, located at Welfare and Institutions Code section 8256(d).

Provider shall participate in a program evaluation regarding implementation of the ERF Grant is requested.

For the purpose of evaluation, Cal ICH, or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits. Provider should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation of the ERF Grant.

Provider shall coordinate and cooperate with City provided independent certified public accountant for audit purposes if requested.

**Record Inspection:** Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under the ERF Grant and this agreement. The Provider agrees to provide the City, Cal ICH, or its designee, with any relevant information requested. The Provider agrees to give the City, Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, the ERF Grant, and this Agreement.

**Record Retention:** The Provider further agrees to retain all records described above for a minimum period of five (5) years after the termination of this Agreement. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

PROVIDER,  
STEP UP ON SECOND STREET, INC.

By:   
Ivan Garcia, Senior Director of Programs

Date: 11/30/23

**City Council/Successor Agency Meeting****AGENDA ITEM NO. K.3.****DATE:** 12/05/2023**TO:** Honorable Mayor and City Council Members**SUBJECT:** Consideration of Resolution No. 8527 approving ten (10) Homeless Resource Services Agreements with Encampment Resolution Funding Grant totaling \$3,498,975 with partners as identified in the grant proposal and award, and determination that the agreements are exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act (Homeless Coordinator David Rabindranath)

---

**MOTION(S):**

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

1. I move to determine that adoption of Resolution No. 8527 approving the agreements for the Homeless Solutions Division is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to adopt Resolution No. 8527 approving ten (10) Homeless Resource Services agreements totaling \$3,498,975.00 with partners identified in the Encampment Resolution Funding Grant proposal and award to provide shelter, rapid rehousing, housing, and employment services to the homeless population in Redlands.

**RECOMMENDATION:**

Staff recommends City Council adopt Resolution No. 8527 approving Homeless Resource Services agreements with partners identified in the Encampment Resolution Funding Grant proposal and award to provide shelter, rapid rehousing, housing, and employment services to the homeless population in Redlands.

Staff further recommends that the City Council determine that the approval of the agreements is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

## **DISCUSSION:**

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") which is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds for Continuum of Care and/or Local Jurisdictions. To date, there have been two rounds of the Encampment Resolution Funding Program.

The City of Redlands has been awarded \$4,529,069 in ERF funds to resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness has the intent of addressing the safety and wellness of people within encampments, resolving critical encampment concerns, and transitioning individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

The Homeless Solutions Division will be leading the efforts to coordinate outreach teams, emergency shelter placements, rapid rehousing support, and employment services to individuals who meet the criteria of the grant funding.

As part of the City of Redlands grant proposal, the below listed local agencies, organizations, and businesses were identified as partners to perform specific program tasks. Resolution No. 8527 will approve agreements with these partners to perform the tasks required to meet program milestones and goals which include permanent housing placement for a minimum of 200 chronically or literally homeless individuals from the City of Redlands.

- The Redlands Chamber of Commerce will provide employment services to individuals once placed in permanent housing in an effort to ensure sustainability of the placement. The agreement will be in the amount of seventy-five thousand dollars (\$75,000).
- Family Service Association of Redlands will provide rapid rehousing services, including placements into permanent housing opportunities, for homeless individuals in Redlands. Rapid re-housing will include payment of deposits and up to six months of rent to help ensure the sustainability of the placement. The agreement will be in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents (\$1,009,487.50).

- Goodwill Southern California will provide employment services to individuals once placed in permanent housing in an effort to ensure sustainability of the placement. The agreement will be in the amount of seventy-five thousand dollars (\$75,000).
- The Salvation Army will provide rapid re-housing services, including placements into permanent housing opportunities for homeless individuals in Redlands. Rapid re-housing will include payment of deposits and up to six months of rent to help ensure the sustainability of the placement. The agreement will be in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents (\$1,009,487.50).
- The Salvation Army will provide an outreach team of two staff to work in the community to engage, screen, connect with services, and refer for additional support chronically or literally homeless persons in Redlands. The agreement will be in the amount of two hundred twenty-five thousand dollars (\$225,000.00).
- The Salvation Army will provide emergency shelter beds to homeless individuals for up to 30 days while a permanent housing solution can be located. The agreement will be in the amount of one hundred fifteen thousand dollars (\$115,000.00).
- **Step Up On Second will provide an outreach team of two staff to work in the community to engage, screen, connect with services, and refer for additional support chronically or literally homeless persons in Redlands. The agreement will be in the amount of three hundred thousand dollars (\$300,000.00).**
- Step Up On Second will provide continued operations and support of those once chronically or literally homeless in Redlands through the Step Up In Redlands facility that was funded by HomeKey 2 Grant funds and currently houses more than 100 individuals. The agreement will be in the amount of three hundred thousand dollars (\$300,000.00).
- SB Express One LLC. will provide emergency shelter beds in the form of hotel rooms to homeless individuals for up to 30 days while a permanent housing solution can be located. The agreement will be in the amount of three hundred thousand dollars (\$300,000.00).
- The Youth Hope Foundation will provide an outreach team of two staff to work in the community to engage, screen, connect with services, and refer for additional support teen and young adult homeless persons in Redlands. The agreement will be in the amount of ninety thousand dollars (\$90,000.00).

The agreements with our local partner agencies and organizations included in this resolution add up to a total of three million four hundred ninety-eight thousand nine hundred seventy-five dollars (\$3,498,975.00). The remaining grant funds awarded to the City through the ERF program are allocated to city staff, including two outreach workers and administrative assistant, as well as supplies, equipment, and administrative costs.

## **ALTERNATIVES:**

Approval of these agreements is paramount to the successful implementation and outcome of the ERF grant.

## **STRATEGIC PLAN:**

Priority B.4 Homelessness

**SUBMITTED BY:**

Christopher Boatman, Assistant City Manager

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Don Crow, Sr. Manager, Facilities and Community Services

---

**Fiscal Impact**

**Fiscal Year:** 2023-24

**Revenue Generating:** NO

**Appropriation Required Y/N:** NO

**Amount:** \$3,498,975

**Budgeted Y/N:** YES

**Account No.:** 200120

**Discussion:**

Grant funds have been budgeted based on award.

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## Attachments

Resolution 8527

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Exhibit G

Exhibit H

Exhibit I

Exhibit J

Associated Grant Agreement

NOFA

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## Original Equipment Manufactured Hydraulic Hoses and Accessories Agreement

Facilities and Community Services Director Crocker reviewed the agreement with Bernell Hydraulics Inc. for the supply of Original Equipment Manufacturer (OEM) Parker Hannifin Hydraulic Hoses and Accessories. Within the City's Equipment Maintenance Division, the most frequent and anticipated repairs of solid waste trucks are related to the hydraulic system. To perform hydraulic repairs, it is imperative to have a supply of OEM Parker Hannifin Hydraulic Hoses and Accessories.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Mario Saucedo, the City Council unanimously approved, by roll call vote, an agreement with Bernell Hydraulics Inc. for the supply of OEM Parker Hannifin Hydraulic Hoses and Accessories in an amount not-to-exceed \$150,000 for the initial term, with the option to extend for two additional one-year terms for a total amount not-to-exceed \$450,000.

**Vote: 5 - 0 Passed**

## Resolution No. 8527 Homeless Resource Services Agreements

Homeless Coordinator David Rabindranath presented Resolution No. 8527 to approve ten Homeless Resource Services Agreements with Encampment Resolution Funding (ERF) Grant totaling \$3,498,975 with partners as identified in the grant proposal and award. The City has been awarded \$4,529,069 in ERF funds to resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness has the intent of addressing the safety and wellness of people within encampments, resolving critical encampment concerns, and transitioning individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data-informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches.

The Homeless Solutions Division will be leading the efforts to coordinate outreach teams, emergency shelter placements, rapid rehousing support, and employment services for individuals who meet the criteria of the grant funding. Local agencies, organizations, and businesses identified as partners to perform specific program tasks include: Chamber of Commerce, Family Service Association of Redlands, Goodwill of Southern California, Salvation Army, Step Up in Redlands, SB Express One LLC and Youth Hope Foundation.

Mr. Rabindranath was praised for his commitment and dedication to serving the homeless population with a positive attitude and compassion. Council Member Guzman-Lowery raised a number of questions concerning the implementation of the partnerships, including service locations, methods of transportation, and the criteria process for qualification. As public comment, Chamber of Commerce Executive Director, Evan Sanford, voiced their support of the City's efforts and was pleased the Chamber will be a part of the program and a catalyst for positive change. Brian Seghers offered several suggestions to make the program more successful, including motivating and educating our youth. Bruce Laycook was hopeful about the good work the program will do, and he encouraged the Council to work closely with Youth Hope. Dan Jimenez recommended the City push to find a local motel that would be closer to home for those in need instead of using resources in San Bernardino. Council Members were extremely pleased with the

program and were grateful to all the various partners that will make this program a success.

On motion of Council Member Jenna Guzman-Lowery, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that adoption of Resolution No. 8527 approving the agreements for the Homeless Solutions Division is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8527 approving ten (10) Homeless Resource Services agreements totaling \$3,498,975.00 with partners identified in the Encampment Resolution Funding Grant proposal awarded to provide shelter, rapid rehousing, housing, and employment services to the homeless population in Redlands.

**Vote: 5 - 0 Passed**

#### COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Saucedo attended the Groundbreaking event for the new Meritage Homes Project located behind Citrus Valley High School.

#### ADJOURNMENT

There being no further action required the meeting adjourned at 9:23 P.M. The next regular meeting of the City of Redlands City Council will be held on December 19, 2023.

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

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

#### PUBLIC COMMENT

None forthcoming

#### Minutes

On motion of Board Member Davis, seconded by Board Member Saucedo, the minutes of the regular meeting of November 7, 2023 were unanimously approved, by roll call vote.

**Vote: 5 - 0 Passed**

#### ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 9:24 P.M. The next regular meeting of the Agency will be held on February 6, 2024.

RESOLUTION NO. 8527

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS  
APPROVING HOMELESS RESOURCE SERVICE AGREEMENTS  
FUNDED THROUGH ENCAMPMENT RESOLUTIONS FUNDING GRANT

WHEREAS, The City of Redlands ("City") was awarded \$4,529,069 in grant funds through the Encampment Resolution Funding Program ("ERF") as administered by the California Interagency Council on Homelessness ("Cal ICH") to fund the proposal put forth by the City; and

WHEREAS, The City identified numerous partners in the proposal for EFR funds to provide the resources, staffing, and capacity needed to service the population of unsheltered homeless within the City; and

WHEREAS, The City seeks to enter into agreements with these pre-identified partners to provide outreach, shelter, housing, and employment services to the target population through the use of the ERF grant funds.

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

Section 1. The City Council hereby approves the Homeless Resource Service Agreement with The Redlands Chamber of Commerce in the amount of seventy-five thousand dollars (\$75,000) to provide employment services.

Section 2. The City Council hereby approves the Homeless Resource Service Agreement with Family Service Association of Redlands in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents (\$1,009,487.50) to provide rapid rehousing services.

Section 3. The City Council hereby approves the Homeless Resource Service Agreement with Goodwill Industries of Southern California in the amount of seventy-five thousand dollars (\$75,000) to provide employment services.

Section 4. The City Council hereby approves the Homeless Resource Service Agreement with The Salvation Army in the amount of one million nine thousand four hundred eighty-seven dollars and fifty cents (\$1,009,487.50) to provide rapid rehousing services.

Section 5. The City Council hereby approves the Homeless Resource Service Agreement with The Salvation Army in the amount of two hundred twenty-five thousand dollars (\$225,000.00) to provide outreach services.

Section 6. The City Council hereby approves the Homeless Resource Service Agreement with The Salvation Army in the amount of one hundred fifteen thousand dollars (\$115,000.00) to provide temporary shelter beds.

Section 7. The City Council hereby approves the Homeless Resource Service Agreement with Step Up On Second Street, Inc. in the amount of three hundred thousand dollars (\$300,000.00) to provide outreach services.

Section 8. The City Council hereby approves the Homeless Resource Service Agreement with Step Up On Second Street, Inc. in the amount of three hundred thousand dollars (\$300,000.00) to provide continued housing and operations at the HomeKey 2 housing facility known as Step Up In Redlands.

Section 9. The City Council hereby approves the Homeless Resource Service Agreement with SB Express One, LLC in the amount of three hundred thousand dollars (\$300,000) to provide temporary shelter beds.

Section 10. The City Council hereby approves the Homeless Resource Service Agreement with The Youth Hope Foundation in the amount of ninety thousand dollars (\$90,000.00) to provide outreach services.

ADOPTED, SIGNED AND APPROVED this 5<sup>th</sup> day of December, 2023.

\_\_\_\_\_  
Eddie Tejada, Mayor

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 5th day of December, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Jeanne Donaldson, City Clerk

**Exhibit "A"**

Homeless Resource Services Agreement  
Employment Services

THE REDLANDS CHAMBER OF COMMERCE

**Exhibit “B”**

Homeless Resource Services Agreement

Rapid Rehousing Services

FAMILY SERVICE ASSOCIATION OF REDLANDS

**Exhibit “C”**  
Homeless Resource Services Agreement  
Employment Services

GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA

**Exhibit “D”**

**Homeless Resource Services Agreement  
Rapid Rehousing Services**

**THE SALVATION ARMY**

**Exhibit “E”**  
Homeless Resource Services Agreement  
Outreach Services

THE SALVATION ARMY

**Exhibit "F"**  
Homeless Resource Services Agreement  
Shelter Bed Services

THE SALVATION ARMY

**Exhibit "G"**  
Homeless Resource Services Agreement  
Outreach Services

STEP UP ON SECOND STREET, INC

**Exhibit “H”**

Homeless Resource Services Agreement  
Housing Operation Services

STEP UP ON SECOND STREET, INC.

**Exhibit "T"**

Homeless Resource Services Agreement

Shelter Bed Services

SB EXPRESS ONE, LLC

**Exhibit “J”**  
Homeless Resource Services Agreement  
Outreach Services

THE YOUTH HOPE FOUNDATION



Guest

Home Report a Problem

### Business Search

Search By

Value

[Specify Start Date Range \(Optional\)](#)

Account #	Business Name	Expire Date	Address
08132225	STEP UP ON SECOND INC.	12/31/2023	1328 2ND ST STE 200, SANTA MONICA, CA 90401-1122

Total records found: 1

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**City Council**

**AGENDA ITEM NO. K2.**

**DATE:** May 5, 2026

**TO:** Honorable Mayor and City Council Members

**SUBJECT:** Consideration of Approval of Citywide Annual Purchase Orders for miscellaneous supplies with Fastenal, Home Depot, Lowe's and Office Depot for Fiscal Year 2026-2027, in an amount not to exceed \$1,080,000 (Management Services/Finance Director Garcia)

---

**MOTION:**

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

I move to approve the Citywide Annual Purchase Orders with Lowe's, Fastenal, Home Depot, and Office Depot for Fiscal Year 2026-2027, in a total amount not to exceed \$1,080,000.

**RECOMMENDATION:**

Staff recommends that the City Council approve citywide annual purchase orders with Lowe's, Fastenal, Home Depot, and Office Depot for Fiscal Year 2026–2027.

**DISCUSSION:**

Staff is requesting City Council approval of Citywide Annual Purchase Orders with Lowe's, Fastenal, Home Depot, and Office Depot to provide miscellaneous tools, equipment, and supplies on an as-needed basis, with total annual amounts not to exceed those listed below:

**A. Fastenal**

The City will utilize the Omnia Partners, Public Sector cooperative purchasing contract for facilities, maintenance, industrial supplies, and tools, which provides an average 30% discount off wholesale prices. Purchases will be made through the City's automated warehouse program. This contract was awarded through a competitive process. Based on year-to-date purchases, estimated savings are approximately \$57,000.

**B. Home Depot**

The City will utilize the Omnia Partners, Public Sector cooperative purchasing agreement with Home Depot for maintenance, repair, and operating supplies. The City receives a 5% rebate on all purchases. This agreement was awarded through a competitive process. Based on year-to-date purchases, estimated savings are approximately \$18,000.

**C. Lowe's**

The City will utilize the Omnia Partners, Public Sector cooperative purchasing agreement with Lowe's and will receive a 7% discount on all purchases at the point of sale. Based on year-to-date purchases, estimated savings are approximately \$17,000.

**D. Office Depot**

The City will utilize the Omnia Partners, Public Sector cooperative purchasing agreement with Office Depot for office supplies. The City achieves average savings of at least 10% on most purchased items compared to retail pricing. This agreement was awarded through a competitive process. Based on year-to-date purchases, estimated savings are approximately \$22,500.

The following annual purchase order amounts for miscellaneous tools, services, equipment, and supplies have been budgeted by each department and will be encumbered accordingly.

<b>VENDOR</b>	<b>NOT TO EXCEED AMOUNT</b>
Lowe's	\$200,000
Home Depot	\$350,000
Office Depot	\$280,000
Fastenal	\$250,000
<b>TOTAL</b>	<b>\$1,080,000</b>

**ALTERNATIVES:**

Reject the staff request for approval of Citywide Annual Purchase Orders

**STRATEGIC PLAN:**

Not Applicable

**SUBMITTED BY:**

Danielle Garcia, Management Services Director

**RECOMMENDED BY:**

Charles M. Duggan Jr., City Manager

**REVIEWED BY:**

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

**PREPARED BY:**

Dana Abramovitz-Daniel, Procurement Manager

Dana Abramovitz-Daniel, Procurement Manager

---

**FISCAL IMPACT**

**Fiscal Year:** 2027

**Revenue Generating:** No

**Budgeted Y/N:** Y

**Additional Appropriation Required:** No

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No additional appropriation is requested; expenditures are budgeted across multiple departments and funds, and the purchase orders establish spending authority with specific vendors on an as-needed basis within adopted and proposed budget levels.

**Attachments**

[Lowes\\_Pro\\_OMNIA\\_Partners\\_Contract\\_Documents.pdf](#)

[Fastenal\\_OMNIA\\_Partners\\_Contract\\_Documents.pdf](#)

[ODP\\_Business\\_Solutions\\_OMNIA\\_Partners\\_Contract\\_Documents.pdf](#)

[The\\_Home\\_Depot\\_Pro\\_OMNIA\\_Partners\\_Contract\\_Documents.pdf](#)

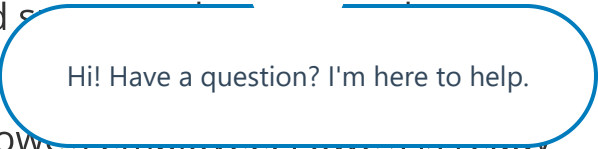


The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

# Lowe's Pro

## Maintenance, Repair & Operations (MRO) Supplies & Related Services

Lowe's has been helping customers improve the places they call home since it was founded in 1946. Traded on the New York Stock Exchange (LOW) since 1961, Lowe's has grown from a small hardware store to a home improvement company providing customers inspiration and solutions wherever they shop. Whether our customers are in a store or at their home or place of business with a Lowe's employee, Lowe's is ready to help participants of OMNIA Partners with their purchases.



## Click Your Industry

Education | Government

Nonprofit

Corporate | Enterprise

# Public Sector

K-12 Education

Higher Education

State & Local Government

Lowe's provides the right home improvement products, maintenance, repair & related supplies to public sector agencies of OMNIA Partners nationwide.

- **Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services**

Region 4 ESC - TX | R240805

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# Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

## Region 4 ESC - TX

### Contract Number: R240805

Initial Term: November 1, 2024 through October 31, 2027

Renewal Options: Option to renew for two (2) additional one-year periods through October 31, 2029

The Successful Offeror(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, project agreements, or maintenance agreements executed against resulting Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Successful Offeror(s) and Participating Public Agencies.

## Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

## Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)

## Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

## Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [RFP Addendum 2](#)
- [RFP Questions and Answers](#)
- [Proof of Publication](#)
- [RFP Receipt List](#)
- [RFP Opening Documents](#)



5001 Aspen Grove Drive  
Franklin, TN 37067

info@omniapartners.com  
(866) 875-3299

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A large blue graphic consisting of a circle with a horizontal bar extending to the right, with the word "FASTENAL" in bold black letters inside the circle.

**FASTENAL®**

# Fastenal

## Maintenance, Repair & Operations Products & Solutions

Today, Fastenal is many things to many different customers, an [expert consultant](#), a [logistics company](#), a [technology provider](#), and more generally a distributor of wide-ranging [industrial and construction products](#). These aspects of service share a common foundation: great people, close to our customers. Our service model centers on approximately 3,200 in-market locations (a combination of public branches and customer-specific onsites), each providing custom inventory and a dedicated sales team to support local customers. Fastenal is a trusted supplier-partner of OMNIA Partners and has been offering members solution for many years.



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

## Click Your Industry

Education | Government

Nonprofit

Corporate | Enterprise

Private Equity

# Public Sector

K-12 Education

Higher Education

State & Local Government

Fastenal's maintenance, repair and operations (MRO) solutions are available on competitively solicited, publicly awarded cooperative contracts through OMNIA Partners. These contracts include Fastenal's full catalog offering as well as additional value added services, such as, inventory management, vending services, etc.

- **Maintenance, Repair, Operations (MRO) Supplies and Related Services**

University of California, CA | 2018.000208

- **Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services**

Region 4 ESC - TX | R240802

VIEW CONTRACT  
DOCUMENTATION

CONTACT US

## Public Fastenal Overview

FASTENAL®
OMNIA  
PARTNERS

Contract # R192001 MRO Equipment, Supplies, & Related Items/Services



Fastenal and OMNIA Partners, Public Sector make cooperative purchasing simple. Fastenal holds contract #R192001 for MRO Equipment, Supplies and Related Items/Services. This contract was competitively solicited and publicly awarded by Region 4 Education Service Center to meet your needs! Our offering spans 18 product categories available at more than 3,100 branches nationwide. Participants of OMNIA Partners can also shop online at [www.fastenal.com](http://www.fastenal.com).

**Local Branch Service**

- More than 3,100 retail branches
- Contract pricing on all product lines
- 24-hour emergency service
- Flexible purchasing options: walk-in, phone, fax, or e-commerce
- Just-in-time ordering and fast fulfillment delivery
- Value-added services

**Inventory Control Solutions**

- We stock inventory locally – so you don't have to
- Custom bin-stock / line-stock programs
- Dock-to-dock delivery, in-plant locations, jobsite solutions
- FAST Solutions® – Automated supply technology to help you track and control consumption
- Binlock – A perfect fit for all those production and MRO items you can't dispense out of a vending machine but still need on your shelves.
- Credits – We'll bring our experts, products and solutions within your four walls, driving cost savings and productivity gains in every corner of your business.

**fastenal.com**

- eQuotes: Edit and approve quotes from your local branch
- View your custom pricing
- Check local branch availability
- Flexible delivery options: will call, local delivery, direct to site
- Account Management – workflow, spending control, order templates, customer cross reference search, and more
- Integrations available via most leading e-business systems and portals, including: Arbis, SciQuest, Oracle and Many More







**About OMNIA Partners, Public Sector**

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

**For more information please visit**  
[www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)

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1. Go to [www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)
  - a. Click on "Register" and answer the questions
  - b. No obligation and it's FREE!
2. Fill out and sign Fastenal's OMNIA Partners form online at [fastenal.com](http://fastenal.com)
  - a. Pricing and reporting set-up in Fastenal's system
3. That's it, your contract vehicle is ready to use!

Once you become a participant of OMNIA Partners, register with your account on **FASTENAL** to unlock the true power of Fastenal.

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# Fastenal Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or

new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

## Maintenance, Repair, Operations (MRO) Supplies and Related Services

### University of California, CA

#### Contract Number: 2018.000208

Initial Term: July 1, 2018 through June 30, 2026

Renewal Options: Option to renew for two (2) additional one-year periods through June 30, 2028

**RENEWED THROUGH August 31, 2027**

### Executive Summary

- [Executive Summary](#)

### Master Agreement Documents

- [Official Signed Contract](#)
- [Multi-Award Justification](#)
- [Contract Award Letter](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)
- [Contract Amendment 3](#)
- [Contract Amendment 4](#)
- [Contract Amendment 5](#)
- [Contract Amendment 6](#)

### Response Evaluation

- [Evaluation Documents](#)

## Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)
- [RFP Opening Documents](#)

## Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

### Region 4 ESC - TX

### Contract Number: R240802

Initial Term: November 1, 2024 through October 31, 2027

Renewal Options: Option to renew for two (2) additional one-year periods through October 31, 2029

The Successful Offeror(s) shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, project agreements, or maintenance agreements executed against resulting Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Successful Offeror(s) and Participating Public Agencies.

### Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

### Master Agreement Documents

- [Official Signed Contract](#)

- [Contract Award Documents](#)

## Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

## Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [RFP Addendum 2](#)
- [RFP Addendum 3 - Cancelled](#)
- [RFP Addendum 4 - Public Q&A](#)
- [Proof of Publication](#)
- [RFP Receipt List](#)
- [RFP Opening Documents](#)



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# ODP Business Solutions

Elevate the success of your business with ODP Business Solutions™

Previously Office Depot Business Solutions Division, ODP Business Solutions™ is now more flexible and more innovative in how we focus on businesses like yours — all while bringing nearly 30 years of knowledge and experience to the table.

ODP Business Solutions is a leading B2B provider of workplace and technology solutions, combining an extensive range of products and services with a national footprint and hundreds of experienced business advisors. From accessing comprehensive solutions and strategic alliances, to supply chain innovation and robust digital platforms, ODP Business Solutions helps customers achieve business results across every industry.

## Click Your Industry

Education | Government

Nonprofit



Corporate | Enterprise

Real Estate

Private Equity



# Public Sector

K-12 Education

Higher Education

State &amp; Local Government

ODP Business Solutions works closely with OMNIA Partners to deliver products and services that make an impact on your bottom line. With more than 28 years serving the public sector, ODP Business Solutions understands the unique needs of public agencies. The partnership with OMNIA Partners leverages competitively solicited and publicly awarded contracts to provide exceptional savings to public sector agencies across the country.

- **Office Supplies, Related Products and Services**

Region 4 ESC - TX | R190303

- **Office Supplies and Products**

Florida International University, FL | PUR-05407

- **Office Supplies, Products and Related Services**  
City of Tamarac, FL | 19-12R
- **Furniture, Installation and Related Services**  
Region 4 ESC - TX | R191812
- **Cleaning Supplies, Breakroom, and Related Products**  
Region 4 ESC - TX | R211302
- **Technology Solutions, Products and Services**  
Region 4 ESC - TX | R210405
- **Janitorial Supplies & Equipment**  
University of California, CA | 2020002300
- **Online Marketplace**  
State of Utah | MA3459
- **Educational School Supplies, Instructional Solutions, and Related Products**  
Region 4 ESC - TX | R230303

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# ODP Business Solutions Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

## Office Supplies, Related Products and Services

### Region 4 ESC - TX

#### Contract Number: R190303

Initial Term: July 1, 2019 through June 30, 2024

Renewal Options: Option to renew for five (5) additional one-year periods through June 30, 2029

**RENEWED THROUGH June 30, 2025**

### Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

### Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)
- [Contract Award Letter](#)
- [Notice of Material Change to the Vendor Contract 1](#)
- [Notice of Material Change to the Vendor Contract 2](#)
- [Contract Renewal 1](#)

- [Contract Updates Years 2019-2021](#)
- [Contract Updates Years 2022-2023](#)
- [Contract Update 1](#)
- [Contract Update 2](#)

## **Response Evaluation**

- [Evaluation Documents](#)

## **Solicitation Process**

- [Original RFP Document](#)
- [RFP Questions & Answers](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)

## **Previous Contract**

- [R141703](#)

## **Office Supplies and Products**

### **Florida International University, FL**

#### **Contract Number: PUR-05407**

August 13, 2022 through August 12, 2027

May be renewed in writing by parties for two (2) additional two-year terms through August 12, 2031

## **Executive Summary**

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

## **Master Agreement Documents**

- [Official Signed Contract](#)
- [Contract Award Documents](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

## **Response Evaluation**

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

## **Solicitation Process**

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [Historically Underutilized Business Outreach](#)
- [RFP Opening Documents](#)

# **Office Supplies, Products and Related Services**

## **City of Tamarac, FL**

### **Contract Number: 19-12R**

October 14, 2019 through October 13, 2023

Option to renew for one (1) additional four-year period through October 13, 2027

RENEWED THROUGH October 13, 2027

## **Executive Summary**

- [Executive Summary](#)
- [Pricing](#)
- [AZ Compliance Questionnaire](#)

## **Master Agreement Documents**

- [Official Signed Contract](#)

- [Contract Award Documents](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

## Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

## Solicitation Process

- [Original RFP Document](#)
- [RFP Addenda](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)

## Previous Contract

- [13-23R.pdf](#)

# Furniture, Installation and Related Services

## Region 4 ESC - TX

### Contract Number: R191812

Initial Term: May 1, 2020 through April 30, 2023

Renewal Options: Option to renew for two (2) additional one-year periods through April 30, 2025

**RENEWED THROUGH April 30, 2025**

## Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

## Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Notice of Material Change to the Vendor Contract 1
- Notice of Material Change to the Vendor Contract 2
- Contract Renewal 1
- Contract Renewal 2
- Contract Update - Authorized Distributor/Dealer
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Authorized Dealers
- Contract Update - Authorized Dealers
- Contract Update - Pricing
- Contract Update - Pricing
- Contract Update - Authorized Dealers
- Contract Update - Catalog Update
- Contract Updated - Authorized Reseller

## **Response Evaluation**

- Supplier Response to RFP
- Evaluation Documents

## **Solicitation Process**

- Original RFP Document

- [RFP Addendum 1](#)
- [RFP Questions and Answers](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)

## Previous Contract

- [R142212](#)

# Cleaning Supplies, Breakroom, and Related Products

## Region 4 ESC - TX

### Contract Number: R211302

Initial Term: February 1, 2022 through January 31, 2025

Renewal Options: Option to renew for two (2) additional one-year periods through January 31, 2027

## Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

## Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)
- [Notice of Material Change to the Vendor Contract](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)

- [Contract Update - Pricing](#)
- [Contract Update - Authorized Dealers](#)
- [Contract Update - Authorized Dealers](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Authorized Dealers](#)
- [Contract Update - Catalog Update](#)
- [Contract Update - Authorized Reseller](#)

## **Response Evaluation**

- [Evaluation Documents](#)

## **Solicitation Process**

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)

# **Technology Solutions, Products and Services**

## **Region 4 ESC - TX**

### **Contract Number: R210405**

Initial Term: June 1, 2021 through May 31, 2024

Renewal Options: Option to renew for two (2) additional one-year periods through May 31, 2026

### **RENEWED THROUGH May 31, 2025**

## **Executive Summary**

- [Executive Summary](#)
- [Pricing](#)

- [Due Diligence](#)

## **Master Agreement Documents**

- [Official Signed Contract](#)
- [Contract Award Documents](#)
- [Contract Award Letter](#)
- [Contract Renewal 1](#)
- [Notice of Material Change to the Vendor Contract](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)
- [Contract Update - Pricing](#)

## **Response Evaluation**

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

## **Solicitation Process**

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [RFP Questions and Answers](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)

## **Previous Contract**

- [R160204](#)

# Janitorial Supplies & Equipment

**University of California, CA**

**Contract Number: 2020002300**

June 22, 2020 to June 21, 2027

Option to renew for three (3) additional one-year periods through June 21, 2030

## Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

## Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

## Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

## Solicitation Process

- [Original RFP Document](#)
- [Proof of Publication](#)
- [RFP Request List](#)
- [RFP Opening Documents](#)

# Online Marketplace

**State of Utah**

**Contract Number: MA3459**

May 16, 2020 through May 5, 2025

No renewal options.

## Executive Summary

- [Executive Summary](#)
- [Due Diligence](#)

## Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Documents](#)

## Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

## Solicitation Process

- [Original RFP Document](#)
- [RFP Questions and Answers](#)
- [Proof of Publication](#)
- [RFP Request List](#)

# Educational School Supplies, Instructional Solutions, and Related Products

## Region 4 ESC - TX

### Contract Number: R230303

Initial Term: January 1, 2024 through December 31, 2026

Renewal Options: Option to renew for two (2) additional one-year periods through December 31, 2028

## Executive Summary

- [Executive Summary](#)

- Pricing
- Due Diligence

## Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Update 1

## Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

## Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- Historically Underutilized Business Outreach



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# The Home Depot Pro

## One Partner for All Your MRO Supplies

The Home Depot is dedicated to supporting the Public Sector. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships. OMNIA members can access expanded product assortment, exclusive savings, a dedicated support team, and a potential annual rebate up to 5%.\*.

It's about time to maximize your buying power with The Home Depot.



The Gold Partnership Excellence Award represents the pinnacle of collaborative achievement. This prestigious medallion is bestowed upon our most outstanding suppliers, celebrating their unwavering commitment to fostering a strong partnership. Distinguished by their exceptional dedication to mutual success, Gold Awardees have demonstrated unparalleled excellence in driving growth and embodying the spirit of true collaboration. Thi.

coveted honor reflects a profound synergy that propels both our organizations to new heights.

## Click Your Industry

Education | Government

Nonprofit

# Public Sector

K-12 Education

Higher Education

State & Local Government

The Home Depot Pro give procurement professionals access to the building repair, replacement parts and paint they need most when they need it. OMNIA Partners members can eliminate the need for RFPs, save with competitive pricing and exclusive savings.

- **Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Products and Services**

Maricopa County, AZ | 16154

- **Paint and Paint Supplies**

Maricopa County, AZ | 170009

# Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services

Maricopa County, AZ | 260006-03

CONTRACT DOCUMENTATION

CONTACT US

**SUPPORT FOR THE PUBLIC SECTOR**  
OMNIA Contract #16154

**Dedicated Sales & Service**  
Count on our support when tough calls come in with the help of:

- National Account Representatives
- Inside Sales Support Representatives
- In-store support

**Digital Tools & Procurement**  
Join Pro Xtra to save time, save money and unlock exclusive tools, such as:

- An online experience built for your agency
- E-Procurement punchout system
- Dedicated quoting support
- Spend management integrations

**Pro Trade Credit**  
Leverage our expanded product assortment for your Purchase Orders through:

- PO Invoicing that offers favorable terms for large quantities of supplies
- Invoices at the time of delivery with Net 30 payment terms
- One-step tax exempt registration for eligible buyers—fast, simple and compliant

**Single-Source Supply**  
Get everything you need to cover the project, including:

- A larger selection of products available in-store and stocked at our supply houses
- 2M+ items available for in-store pickup or on-site delivery

**Delivery & Fulfillment**  
Put your trust in us to deliver what you need on time and with care:

- Order today and get it tomorrow, or secure large quantities on your schedule
- Receive accurate delivery communications and fast, reliable delivery
- We ensure your products are handled with care by our best-in-class drivers

**Paint Services & Rewards**  
Take advantage of Pro Xtra paint reward benefits:

- Agencies save 20% on paints, stains and primers
- Free delivery as soon as next day
- Free color matching and factory tinting
- Access your paint color history in one place

The Home Depot Pro | OMNIA

# The Home Depot Pro Contract Documentation

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event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

## Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Products and Services

**Maricopa County, AZ**

**Contract Number: 16154**

Initial Term: February 1, 2017 through December 31, 2021

Renewal Options: Option to renew to a maximum of five (5) additional years through December 31, 2026

**RENEWED through December 31, 2026**

### Executive Summary

- [Executive Summary](#)
- [Uniform Guidance](#)
- [Pricing](#)
- [Due Diligence](#)

### Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Amendment 1](#)

### Solicitation Process

- [Original RFP Document](#)
- [RFP Addendum 1](#)
- [Proof of Publication](#)

## Paint and Paint Supplies

**Maricopa County, AZ**

**Contract Number: 170009**

Initial Term: March 9, 2017 through February 28, 2020

Renewal Options: Option to renew for seven (7) additional one-year periods through February 28, 2027

**RENEWED THROUGH February 28, 2027**

## Executive Summary

- [Uniform Guidance](#)

## Contract Documents

- [Contract No. 170009-RFP](#)
- [Contract Renewal 1](#)
- [Contract Renewal 2](#)

## RFP Documents

- [170009-RFP](#)
- [170009-RFP Addendum 1](#)
- [170009 Posting Document](#)

## Response Evaluation

- [AZ Compliance](#)

# Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services

## Maricopa County, AZ

### Contract Number: 260006-03

Initial Term: February 11, 2026 through January 31, 2031

Renewal Options: Option to renew for a maximum of five (5) additional years through January 31, 2031

## Executive Summary & Overview

- [Executive Summary](#)

- Pricing
- AZ Due Diligence

## Master Agreement Documents

- Official Signed Master Agreement

## Evaluation & Award Documents

- Contract Award Letter
- Evaluation Documents
- Supplier Response to RFP

## Solicitation Process

- Original Request for Proposal
- RFP Questions and Answers
- RFP Notification List
- Proof of Publication



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**City Council**

**AGENDA ITEM NO. L1.**

**DATE:** May 5, 2026  
**TO:** Honorable Mayor and City Council Members  
**SUBJECT:** Individual Council Member Report on Activities for April 2026 from Mayor Pro Tem Shaw (City Clerk Donaldson)

---

**DISCUSSION:**

Mayor Pro Tem Shaw has requested to include this report on the agenda for recording purposes. The report does not require City Council approval.

**Attachments**

[April 2026 Council Activities.pdf](#)

# April 2026 Council Activities

Mayor Pro Tem Marc Shaw

- Attended the Ribbon Cutting at Liberty Lane Veteran's Housing
- Attended the Edison Scholarship presentation at Redlands High
- Judged the Kiwanis Club's Annual Joke Telling Contest
- Attended the Ribbon Cutting at Redlands Animal Shelter
- Attended the Teachers of Excellence Recognition Ceremony
- Met with new leadership from Kaiser Permanente
- Attended the Redlands Bicycle Classic sponsor presentation
- Attended the annual Flag Ceremony at the Burrage Mansion
- Attended the Groundbreaking Ceremony for the new Redlands Police Department
- Attended a reception at the National Orange Show
- Attended the Victims of Violent Crimes event at the Police Annex
- Attending the annual Library Days event at Smiley Library
- Attended the Spring Fling Fly-In at the Redlands Municipal Airport
- Met with City Manager to discuss ongoing issues