

CITY OF REDLANDS

CITY COUNCIL

AGENDA

May 19, 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)

* * *

City Council Chambers

Civic Center, 35 Cajon Street, Redlands, California

AGENDA

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 19, 2026

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

Please visit www.zoom.us, click on Join a Meeting

Enter the **Meeting ID 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 or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.

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

PLEASE NOTE: Anyone desiring to speak on an 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 Garcia)

Two Cases:

1. Maldonado v. City of Redlands, et al, U.S. District Court, Central District, Case No. 5:25-cv-02169-SSS
(MAAx)

2. Maldonado v. Redlands Police Department, et al., San Bernardino Superior Court, Case No.
CIVSB2403830

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

Agency Negotiators:

John Bakhit, Jay Trinnaman, Janice McConnell, Jorge Castillo

Employee Organizations:

Redlands Association of Department Directors

Redlands Association of Management Employees

Redlands Association of Mid-Management Employees

Redlands Association of Safety Management Employees

Redlands Association of Fire Management Employees

Redlands Police Officers Association

Redlands Professional Firefighters Association

Redlands Civilian Safety Employees

Teamsters Local 1932 Redlands Chapter

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

E. Invocation by Mayor Pro Tem Shaw- Pledge of Allegiance by Smiley 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. Presentation of the Redlands Bike Classic Sponsorship gift to the City of Redlands by Scott Welsh, Eric Reiser, Brian Zander, and Sean Wilson
(Mayor Pro Tem Shaw)

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. Approval of minutes of the regular meeting of May 5, 2026
(City Clerk Donaldson)
2. Adopt Resolution No. 8781 Annexation No. 32 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act
(Development Services Director Reilly)
3. Adopt Resolution No. 8782 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2026-2027
(Fire Chief Sessler)
4. Approve a Sole Source purchase with Azteca Systems for Cityworks License Renewal for a period of three years at a total cost of \$171,500.52
(Interim Management Services/Finance Director Garland)
5. Adopt Resolution No. 8783 to implement STOP control at Ford Street and Garden Hill Drive intersection and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act
(Municipal Utilities and Engineering Director Heredia)
6. Receive and file the 2025 Annual Report of the Municipal Utilities and Public Works Commission
(Municipal Utilities and Engineering Director Heredia)
7. Approve an Event Services Agreement with the University of Redlands to conduct the Redlands Emergency Services Academy at the University's facility, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act
(Police Chief Tolber)
8. Approve the Second Amendment to the agreement with the Counseling Team International and a purchase order modification in the amount of \$20,000 for Redlands Police Department
(Police Chief Tolber)

J. New Business

1. Discussion and possible action relating to the Redlands Downtown Morning Market hours of operation and future location options
(Mayor Pro Tem Shaw)
2. Approve a new Enterprise License Agreement with Esri for a three-year term, not to exceed \$271,185.15
(Interim Assistant City Manager Garcia)

3. Consideration of approval of a Cooperative Agreement with San Bernardino County Transportation Authority (SBCTA) for management and delivery of the construction phase of the Highland/Redlands Regional Gap Connector Project (Project) in the amount not to exceed \$440,396; approval of a Cooperative Agreement with City of Highland for sharing final design cost of the Project in the amount not to exceed \$57,850; and determination that these actions are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Heredia)
4. Consideration for approval of an Agreement with Pro-Craft Construction, Inc. for citywide plumbing and repair services for a one-year term with two (2) optional one-year extensions, in an amount not to exceed \$300,000.00 (Facilities and Community Services Director Crocker)
5. Consideration of a First Amendment to the Agreement with Quinmar Janitorial Inc. to increase the total compensation from \$1,612,706.58 to \$1,957,668.82 and extend the services for eight calendar months (Facilities and Community Services Director Crocker)

K. Individual Council Member Announcements and/or Reports on Activities

(No collective discussion or action.)

L. Adjournment

The next regular meeting of the City Council will be held on June 2, 2026.

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. Agendas, staff reports and minutes of the City Council of the City of Redlands are available online at: www.cityofredlands.org

Date Posted: May 14, 2026



City Council

AGENDA ITEM NO. 11.

DATE: May 19, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approval of minutes of the regular meeting of May 5, 2026 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of May 5, 2026.

Attachments

[City-Council-05-5-2026-minutesdraft](#)

MINUTES

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

Present: Mario Saucedo, Mayor
Marc Shaw, Mayor Pro Tempore
Denise Davis, Council Member

Absent: Paul Barich, Council Member

Absent: Eddie Tejeda, Council Member (Remote Participation through Item H-Public Comment)

Staff: Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Rich Sessler, Fire Chief; Jeremy Floyd, Deputy Police Chief; Tabitha Crocker, Facilities and Community Services Director; Sean Reilly, Development Services Director; Goutam Dobby, City Engineer

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. City Attorney Garcia announced that due to an illness, Council Member Tejeda would participate remotely during tonight's meeting.

B. Public Comment

No public comment.

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.

Mayor Saucedo reconvened the meeting at 6:04 P.M. Council Member Tejeda announced that due to an illness, he would participate remotely during tonight's meeting.

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

F. Closed Session Report

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

G. Presentations

1. Redlands Pet Adoption

Animal Services Supervisor Joe Alcaarez and Kennel Attendant Hailey Stuck showed off "Gordy", a one-year-old male Australian Cattle Dog, who is available for adoption, along with forty-four other dogs and five cats at the Redlands Animal Shelter. Mr. Alcaarez provided the Shelter statistics for March 2026, which included 41 adopted dogs, and 4 adopted cats.

2. Presentation of Certificate of Recognition to Redlands High School student Jiarui Li for receiving a \$50,000 scholarship from Southern California Edison

No presentation was made.

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 presented the proclamation.

4. Presentation of the National Day of Prayer Proclamation presented to Kawa Shwaish, President, Redlands Area Interfaith Council

Mayor Saucedo presented the proclamation.

H. Public Comment - City Council

Teamster Negotiations - Teamster's Business Agent Andrew Coleman requested the City continue to bargain in good faith with a strong emphasis on investing in its employees. He noted again that City employees are, on average, paid 12% below market.

Seeking to Serve - Lucille Yglesias, who recently retired, said she was ready and willing to volunteer in a part-time capacity as a way to serve the community.

Open Government - Stephen Rogers raised concerns about the City's reporting through the Notice of Department Designation (NODD) filed with the State for Development Services and Municipal Utilities and Engineering Departments.

ANNOUNCEMENT: Mayor Saucedo reported that Council Member Tejeda was unable to continue participating remotely. A quorum was established and the meeting continued.

I. Consent Calendar

1. Approve minutes of the regular meeting of April 21, 2026

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the minutes of the regular meeting of April 21, 2026.

Vote: 3-0 Passed

2. Authorize issuance of a proclamation declaring May 7, 2026, as National Day of Prayer in the City of Redlands

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Proclamation.

Vote: 3-0 Passed

3. Authorize issuance of a proclamation declaring the month of May 2026, as Asian American Pacific Islander Heritage Month

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Proclamation.

Vote: 3-0 Passed

4. Approve Side Letter between the City of Redlands and the Redlands Association of Department Directors

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Side Letter of agreement between the City and the Redlands Association of Department Directors. Sean Reilly was promoted to the position of Development Services Director on March 16, 2026. The RADD MOU provides for annual leave with a cap of 900 hours. The Side Letter provides Director Reilly up until December 31, 2027, to utilize or sell his earned leave while continuing to accrue leave. All other provisions of the MOU are unaffected by this side letter of agreement.

Vote: 3-0 Passed

5. Adopt Resolution No. 8776, Rescinding Resolution No. 8105 and Establishing Updated Terms for Portal-to-Portal Compensation for Fire Department Personnel

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Resolution No. 8776, rescinding Resolution No. 8105, and establishing updated terms and conditions for portal-to-portal compensation for Fire Department personnel.

Vote: 3-0 Passed

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

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, 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.

Vote: 3-0 Passed

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

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council rejected, by roll call vote, all bids received for the Wastewater Treatment Plant Upgrades, Phase 2; and directed staff to solicit new bids. All bids significantly exceed the construction cost estimate and available Project funding.

Vote: 3-0 Passed

8. Approve a Purchase Order Modification in the amount of \$87,000 with Flock Group, Inc. for the remainder of the fiscal year

Deputy Chief Jeremy Floyd explained that the City approved a sole-source renewal with Flock Group, Inc on November 4, 2025, for automated license plate recognition (ALPR) camera leases and related subscription/licensing services. These cameras have helped law enforcement with investigations in serious crimes and continue to support public safety.

The additional request of \$87,000 covers service for 29 deployed ALPR cameras across multiple phases, based on renewal invoices and subscription quotes, including coverage for the 2026–2027 service period. The funding will keep services uninterrupted and maintain compliance with contractual obligations. The total purchase order will rise from \$133,500 to \$220,500, funded through the City's Citizens' Option for Public Safety (COPS) program budget.

As public comment, Kathy Sadanala pointed out the cameras are sold as crime fighting tools but she insisted that instead, they silently undermine constitutional rights, violate the Fourth Amendment, and are used far beyond their intended use. John Malcolm described certain controversies surrounding Flock Group and suggested this item be tabled and brought back to a future meeting for a more thorough public discussion. He added there are a number of national and local agencies who have voiced their distrust of what they perceive as an expanding surveillance infrastructure which could potentially be used to target individuals. Deputy Chief Floyd offered clarification that the Police Department is permitted access to the database only when there is an active investigation associated with a case number.

On motion of Mayor Pro Tem Marc Shaw, seconded by Mayor Mario Saucedo, the City Council approved, by roll call vote, a purchase order modification in the amount of \$87,000 with Flock Group, Inc. for the remainder of fiscal year 2025-26.

Vote: 3-0 Passed

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

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Memorandum of Agreement (MOA) with the Los Angeles Police Department for Internet Crimes Against Children Unit; and authorized the Chief of Police to sign the agreement.

Vote: 3-0 Passed

10. Adopt Resolution No. 8759 Authorizing the City Manager or Designee to Apply for and Accept Caltrans Airport Improvement Program (AIP) Matching Grant Funds

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, Resolution No. 8759, authorizing the City Manager or designee to apply for California Department of Transportation grants related to the Redlands Municipal Airport.

Vote: 3-0 Passed

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

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, 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 determined adoption of Resolution No. 8769 is exempt from environmental review pursuant to the general rule of the California Environmental Quality Act (CEQA) guidelines.

Vote: 3-0 Passed

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

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, 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;

approved the request for in-kind support in the amount of \$11,448.00; and approved 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.

Vote: 3-0 Passed

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

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environment Quality Act; approved the request for in-kind support in the amount of \$54,212.28; and approved the temporary street closures of Eureka Street and Grant Street for the Summer Music Festival event, beginning June 19, 2026 and continuing through August 14, 2026.

Vote: 3-0 Passed

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

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, 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 Environment Quality Act; approved the request for in-kind support in the amount of \$10,854.00; and approved the temporary street closure 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.

Vote: 3-0 Passed

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 explained that 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.

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council authorized, by roll call vote, 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.

Vote: 3-0 Passed

2. City of Redlands Food Security Task Force Update and Provide Direction to Staff

Homeless Solution Manager David Rabindranath reported that the City Council adopted Resolution No. 8732 on November 4, 2025, creating the City of Redlands Food Security and Child Nutrition Support Initiative and directing staff to form a Food Security Task Force. The Task Force met with local nonprofit and faith-based providers to

identify food access challenges, including rising food costs, reduced funding, transportation barriers, limited distribution capacity, and coordination issues.

The Task Force recommended several possible strategies for Council consideration: donating tote bags and boxes for food distribution, evaluating shared cold storage options, creating a mini-grant program for food providers, exploring transportation assistance such as a vehicle or bus passes, and improving coordination and communication among providers.

Assistant City Manager Boatman expressed his appreciation to everyone who participated in the Task Force meetings, which offered a valuable opportunity for open, meaningful, and substantive dialogue. Staff is now seeking City Council direction on which options to pursue and whether further analysis or detailed program proposals are needed.

In a lengthy discussion, Council Members offered their thoughts and perspectives regarding the recommendations and how best to move forward. Council Member Davis was grateful to be a part of this program and said she supported all the Task Force's recommendations, especially the development of a mini-grant program. Mayor Saucedo stressed the importance of establishing a coordinated outreach effort that could leverage the strengths of each and every organization. His vision called for the City to serve as a central clearinghouse of information for non-profit organizations. Mayor Pro Tem Shaw pointed out that several groups were capable of doing the work, and he was hesitant to place the funding burden solely on the City.

As public comment, Kawa Shwaish of Redlands Area Interfaith Council, agreed that many resources are available, but it was essential to harness these resources through a coordinated approach. Mayor Saucedo was in support of tabling the item. He added that Fair for Change, a community event designed to connect people with meaningful ways to give back, was continuing to encourage greater participation and bring more people to the table.

Council Member Denise Davis motioned to direct staff to create a discussion item for the Food Insecurity Task Force recommendation into the Fiscal Year 2027-2028 City Council budget discussions. With no second, the motion failed.

On motion of Mayor Mario Saucedo, seconded by Mayor Pro Tem Marc Shaw, the City Council agreed, by roll call vote, to table this item to allow more time to hear from various stakeholders and non-profit partners.

Vote: 3-0 Passed

3. Consideration of the recommendation for appointment of one (1) representative to the San Bernardino Regional Housing Trust Board

Assistant City Manager Boatman reported on 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.

On motion of Mayor Pro Tem Marc Shaw, seconded by Mayor Mario Saucedo, the City Council appointed, by roll call vote, Council Member Denise Davis to serve as the City of Redlands' representative to the San Bernardino Regional Housing Trust Board.

Vote: 3-0 Passed

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

Homeless Solutions Manager David Rabindranath presented 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. The amendment updates administrative terms, aligns the contract with the current State requirements, and extends the agreement by 13 months, moving the end date from March 31, 2027 to April 30, 2028. This gives the City and its partners more time to implement the program and spend the awarded \$4,529,069 in ERF-2 funds. It also revises exhibits such as the scope of work, budget, and terms and conditions, while keeping the overall grant amount and approved program scope unchanged.

Sub-recipient agreements are extended to match the revised timeline, and the Church of Religious Science agreement increases by \$5,000 to a total of \$185,000. The Family Service Association and Salvation Army agreements are also extended. Overall, the amendment is intended to maintain compliance, ensure continuity of services, and support outreach, case management, housing navigation, and other supportive services for people experiencing homelessness.

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the First Amendment to the Encampment Resolution funding (ERF-2) Agreement with the California Interagency Council on Homelessness (Cal ICH); approved the Amendments to Sub-recipient Agreements; approved the four (4) amended agreements for the ERF-2 sub-recipients agreements; authorized the City Manager, or designee, to execute the amendment and all related documents; and authorized the City Manager, or designee, to execute and administer sub-recipient agreements necessary to implement the ERF-2 program.

Vote: 3-0 Passed

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 reviewed the Citywide Annual Purchase Order 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. By leveraging purchasing power and economies of scale, the annual estimated savings to the City is roughly \$115,000.

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, 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.

Vote: 3-0 Passed

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

1. Individual Council Member Report on Activities for April 2026 from Mayor Pro Tem Shaw

In lieu of individual announcements and reports, Mayor Saucedo, Mayor Pro Tem Shaw, Council Member Davis, and staff took the opportunity to recognize the many accomplishments and significant contributions made by Assistant City Manager Chris Boatman throughout his years of dedicated service to Redlands. He will be greatly missed. Mr. Boatman expressed his gratitude to everyone and shared that his time with the City has been deeply rewarding and it's been a privilege for him to serve in the city where he grew up.

M. Adjournment

There being no further action required the meeting adjourned at 7:19 P.M. The next regular meeting of the City of Redlands City Council will be held on May 19, 2026.



City Council

AGENDA ITEM NO. 12.

DATE: May 19, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8781 Annexation No. 32 declaring intent to annex territory into Community Facilities District 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Development Services Director Reilly)

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 proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to adopt Resolution No. 8781.

RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 8781 declaring its intent to annex territory into Community Facilities District No. 2004-1 and determine that the proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The City Council established Community Facilities District No. 2004-1 (CFD) for the purpose of providing certain services that are necessary to meet demands placed upon the City by development. The City Council is being asked to consider Resolution No. 8781, a Resolution of Intention to annex territory into the CFD.

City staff received petitions from Balboa Park Properties, LLC requesting annexation of its properties into the CFD for the maintenance of street trees within the street right-of-way adjacent to Tract Map No. 20755, currently identified as Assessor's Parcel Numbers 0169-156-10-0000 through 20-0000 and 0169-156-29-0000 through 32-0000 and as shown on Attachment C. This annexation is for the properties located at the northeast corner of North Eureka Street and West Stuart Avenue. Tract Map No. 20755 was approved by the City Council on December 2, 2025. The San Bernardino County Assessor has not yet assigned an Assessor's Parcel Number to the newly created lot. The lot is still under the ownership of the project development team. If Resolution No. 8781 is adopted, a public hearing will be scheduled for the City Council meeting on July 7, 2026.

The proposed project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as it has been determined there is no possibility the annexation of the proposed project will result in an environmental impact.

ALTERNATIVES:

City Council may choose not to adopt Resolution No. 8781 and provide staff alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:

Sean Reilly, Development Services Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Danielle Garcia, Interim Assistant City Manager

James Garland, Interim Management Services/Finance Director

PREPARED BY:

Don Young, One Stop Permit Center Manager

FISCAL IMPACT

Fiscal Year:

Revenue Generating: Yes

Amount: \$

Budgeted Y/N:

Account No.:

Additional Appropriation Required: No

Discussion:

Annexation of the property into CFD 2004-1 will ultimately generate revenue that can be used for tree trimming/maintenance in the project area.

Attachments

[Resolution No 8781 Annexation No 32.pdf](#)

[Petition of Balboa Park Properties LLC - CFD 2004-1.pdf](#)

[SIGNEDRedlands - CFD 2004-1 Petition ANNEX No 32.pdf](#)

[Attachment C AERIAL VIEW For Reference.pdf](#)

RESOLUTION NO. 8781

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 32)

WHEREAS, the City Council (the “City Council”) of the City of Redlands (the “City”) has established Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the “Community Facilities District”) for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, it is necessary that certain parcels of property be annexed to the Community Facilities District in order that they may be developed and receive the benefit of services which will be financed by the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

WHEREAS, the current Rate and Method of Apportionment of Special Tax (the “Rate and Method”) set forth in Exhibit “B” hereto, requires that Special Tax for all parcels increase annually in accordance with the Los Angeles-Riverside-Orange County Consumer Price Index (the “LRO Index”); and

WHEREAS, the LRO Index no longer exists and has been replaced by the Riverside-San Bernardino-Ontario Consumer Price Index (the “RSO Index”); and

WHEREAS, it is necessary for the Rate and Method to be modified to reference the RSO Index, as the LRO Index no longer exists; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5;

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

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this resolution.

Section 2. Name of District. The name of the existing Community Facilities District is “Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California.”

Section 3. Amendment of Rate and Method. The reference to the “Los Angeles-Riverside-Orange County” Consumer Price Index in Section C of the Rate and Method is hereby replaced with the “Riverside-San Bernardino-Ontario Consumer Price Index.” No other portion of the Rate and Method shall be amended.

Section 4. Intention. The City Council declares its intention to conduct proceedings pursuant to said Article 3.5 for the annexation to the Community Facilities District of the territory described in Exhibit “A” attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

Section 5. Description of Territory Proposed To Be Annexed; Annexation Map. The territory which is included in the existing Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described in Exhibit “A” attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled “Annexation Map No. 32, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California,” which is on file with the City Clerk (the “Annexation Map”) and is incorporated herein by this reference.

Section 6. Types of Services; Incidental Expenses; Plan for Providing Services. The services to be provided and financed by the existing Community Facilities District include the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover. Annexation No. 32 is proposed to provide maintenance of including but not limited to, landscaping and street trees, and street right-of-way adjacent to Tract Map Nos. 3632 and 2083, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Annexation No. 32 property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes at the same rate to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, as previously described, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory proposed to be annexed thereto.

Section 7. Special Taxes. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 6 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the

California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category A as set forth in Exhibit "B" attached hereto and for Fiscal Year 2026-27, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" attached hereto, subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B". No alteration of the special tax rates to be levied in the existing Community Facilities District, and established annexations, will result from the proposed annexation. The maximum special tax rate in the existing community facilities district, and established annexations, may not be increased as a result of this proceeding to annex property to the Community Facilities District.

Section 8. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the area proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of San Bernardino no later than 15 days prior to the date of the hearing specified in Section 9 hereof.

Section 9. Hearing. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on July 7, 2026 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, 92373.

Section 10. Notice. The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least seven (7) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

Section 11. Description of Voting Procedures. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to shall be as follows:

- (a) If, for each of the 90 days preceding the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code ("Section 53326") and pursuant to the applicable provisions of law regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory

proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this resolution; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-

voter and the number of votes to be voted by the landowner-voter, and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

[See next page for Signatures]

ADOPTED this 19th day of May, 2026.

Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

[See next page]

CERTIFICATE

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing resolution was regularly adopted by the City Council of said City at a regular meeting of said City Council duly held on the 19th of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Redlands this 19th day of May, 2026.

Jeanne Donaldson, City Clerk

[See next page]

EXHIBIT “A”

LEGAL DESCRIPTION
FOR
ANNEXATION NO. 32 TO
COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF REDLANDS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor’s Parcel Nos.: 0169-156-09-0000 through 0169-156-20-0000 and 0169-156-29-0000 through 0169-156-32-0000.

EXHIBIT "B"

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS

A Special Tax (the "Special Tax") shall be levied on and collected from each Parcel of Taxable Property (defined below) in Community Facilities District No. 2004-1 (the "District"), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2004, in an amount determined by the City Council of the City of Redlands, acting in its capacity, as the legislative body of the District (hereinafter as the "Council"), by applying the rate and method of apportionment set forth below. All of the real property in the District, unless exempted by law or by the provisions herein, shall be taxed for the purposes, to the extent, and in the manner provided herein.

A. DEFINITIONS

"Additional Maintenance" means the maintenance of landscaping for Parcels assigned to a Special Tax Rate Category in addition to the Basic Maintenance, including, but not limited to, the maintenance of significant open space, citrus groves, and firebreaks and extensive medians and parkways.

"Additional Maintenance Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on Parcels of Taxable Property assigned to a Special Tax Rate Category to pay the cost of Additional Maintenance, if any, for such Parcels, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Additional Maintenance in such Fiscal Year.

"Basic Maintenance" means the normal maintenance of basic landscaping within the District, including, but not limited to, parkways, open space areas, medians and street trees and the associated maintenance of bushes, shrubs and ground cover.

"Base Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on all Parcels of Taxable Property in the District to pay the estimated cost of the Basic Maintenance, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Basic Maintenance in such Fiscal Year.

"Benefit Unit" means a Single-family residential lot or dwelling unit or the equivalent. Commercial property is assigned Benefit Units based on acreage with the basis being four (4) Benefit Units per acre, consistent with the average residential density in the City. Industrial Property is assigned Benefit Units based on acreage with the basis being two (2) Benefit Units per acre. Multi-family property is assigned 60 percent of one Benefit Unit per dwelling unit and Religious Property is assigned two (2) Benefit Units per acre.

“**City**” means the City of Redlands.

“**Council**” has the meaning set forth in the preamble.

“**Commercial Property**” means any Parcel that is used for the purpose of selling, distributing or furnishing a product or service.

“**Development**” means any approved development and/or improvement of property resulting in the recordation of a final map or the issuance of a building permit.

“**District**” has the meaning set forth in the preamble.

“**Exempt Property**” means property that is exempt from the levy of the Special Tax, including all publicly owned or dedicated property, sliver parcels, common lots, open space and any other property that cannot be developed.

“**Fiscal Year**” means the period from and including July 1st of any year to and including the following June 30th.

“**Industrial Property**” means any Parcel that is used for the purpose of manufacturing a product.

“**Land Use Category**” means any of the categories contained in Table 1 to which Parcels of Taxable Property are assigned consistent with the land use approvals that have been received or proposed for the Parcel as of March 1 preceding the beginning of a Fiscal Year.

“**Maximum Special Tax Rate(s)**” means the Maximum Special Tax Rate(s) per Benefit Unit for Parcels in all Special Tax Rate Categories that can be levied by the Council in any Fiscal Year as determined pursuant to Section C. The Maximum Special Tax Rates per Benefit Unit for Parcels in all Special Tax Rate Categories, including the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, as set forth in Table 2, shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

“**Multi-family Residential Property**” means any Parcel of residential property that consists of a building or buildings comprised of attached residential units available for rental, but not purchase, by the general public and under common ownership and/or management.

“**Parcel**” means a lot or Parcel of land that is identified by an Assessor’s Parcel Number in the Tax Assessment Roll of the County Assessor of the County of San Bernardino.

“**Religious Property**” means any Parcel used as a place of worship or for other religious activities.

“Single-family Residential Property” means any Parcel of residential property that is or will be improved with a building comprised of attached or detached residential units available for purchase or rent by the general public.

“Special Tax(es)” means the Special Tax to be levied in each Fiscal Year on each Parcel of Taxable Property.

“Special Tax Rate Category” means any of the categories identified in Table 2 to which Parcels of Taxable Property in a Development are assigned based on the cost of the Basic Maintenance and the cost of the Additional Maintenance, if any, which will be provided to such Parcels.

“Taxable Property” means Parcels that are not Exempt Property.

B. ASSIGNMENT TO LAND USE CATEGORY

Parcels of Taxable Property in a Development shall be assigned to the appropriate Land Use Category contained in Table 1. Such Parcels shall also be assigned to the appropriate Special Tax Rate Category contained in Table 2, based on the estimated cost for providing the Additional Maintenance, if any, to the Development. The Special Tax shall be levied upon and collected from each such Parcel for each Fiscal Year based on the Benefit Units which are assigned to the Parcel as a result of its assignment to the appropriate Land Use Category and Special Tax Rate Category, as provided in Sections C and D.

TABLE 1
Land Use Category

Land Use Category	Description	Benefit Unit(s)
1	Single-family Residential	One (1) / Residence
2	Commercial	Five (5) / Acre
3	Industrial	Two (2) / Acre
4	Multi-family Residential	Six tenths (0.6) / Residential Unit
5	Religious Property	Two (2) / Acre

C. MAXIMUM SPECIAL TAX RATES

The Maximum Special Tax Rate per Benefit Unit for each Parcel for each Fiscal Year shall be the total of the Base Rate Per Benefit Unit plus the Additional Maintenance Rate Per Benefit Unit for the Special Tax Rate Category to which the Parcel is assigned. For Fiscal Year 2004-05 the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit for each Special Tax Category shall be the amounts set forth in Table 2 for such Special Tax Rate Category. The Base Rates Per Benefit Unit and the Additional Maintenance Rates Per Benefit Unit for all Parcels in all Special Tax Rate Categories shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

TABLE 2
Maximum Special Tax Rates

Special Tax Rate Category	Maximum Rates Per Benefit Unit	
	Base Rate	Additional Maintenance Rate
A	\$250	\$0
B	\$250	\$100
C	\$250	\$200
D	\$250	\$300
E	\$250	\$400
F	\$250	\$500
G	\$250	\$600
H	\$250	\$700
I	\$250	\$800
J	\$250	\$900
K	\$250	\$1,000
L	\$250	\$1,100
M	\$250	\$1,200
N	\$250	\$1,300
O	\$250	\$1,400
P	\$250	\$1,500
Q	\$250	\$1,600
R	\$250	\$1,700
S	\$250	\$1,800
T	\$250	\$1,900
U	\$250	\$2,000
V	\$250	\$2,100
W	\$250	\$2,200
X	\$250	\$2,300
Y	\$250	\$2,400
Z	\$250	\$2,500

The Parcels which are to be included in the District at the time of its formation and which are identified in Table 3 shall be assigned to the Land Use Category and the Special Tax Rate Category specified in Table 3.

TABLE 3
Assignment to Land Use Category
and Special Tax Rate Category

Tract No.	Land Use Category	Special Tax Rate Category
16408	One (1)	K

D. METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

For each Fiscal Year, commencing with Fiscal Year 2004-05, the Council shall (a) determine the cost of providing the Basic Maintenance in the District and the amount of the Base Rate Per Benefit Unit to be levied on Parcels of Taxable Property in the District to pay the cost of the Basic Maintenance; (b) determine the cost of providing the Additional Maintenance, if any, for each Special Tax Rate Category, as then applicable, and the amount of the Additional Maintenance Rate Per Benefit Unit, if any, to be levied on Parcels of Taxable Property in each Special Tax Rate Category to pay the cost the Additional Maintenance therefor; and (c) levy the Special Tax on all Parcels of Taxable Property in each Special Tax Rate Category, as then applicable. The amount of the Special Tax to be levied on any Parcel of Taxable Property in any Fiscal Year shall be determined by multiplying the Benefit Units for the Parcel, depending on the Land Use Category to which it is assigned, by the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, if any, determined pursuant to clauses (a) and (b) above, for the Special Tax Rate Category to which the Parcel is assigned.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for the District, is Exempt Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to the District from time to time. As each annexation is proposed, an analysis will be prepared to determine the types and area of landscaping to be maintained, *i.e.*, Basic Maintenance and/or Additional Maintenance, if any, and the estimated annual cost of providing the Additional Maintenance, if any, to the property. Based on this analysis, the property to be annexed will be assigned to the appropriate Special Tax Rate Category contained in Table 2.

PETITION TO THE CITY COUNCIL OF THE CITY OF REDLANDS
REQUESTING INITIATION OF PROCEEDINGS FOR THE ANNEXATION OF
TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE
CITY OF REDLANDS, AND CONSENTING TO THE LEVY OF SPECIAL
TAXES TO PAY THE ANNUAL COSTS OF CERTAIN SERVICES
(ANNEXATION NO. 32)

1. Balboa Park Properties LLC a Nevada limited liability company (the “Owner”), requests that the City Council (the “City Council”) of the City of Redlands (the “City”) initiate proceedings pursuant to Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” (the “Act”) for the annexation of the property described in Exhibit “A” attached hereto (the “Property”) to “Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California” (the “CFD”) for the purpose of providing for the funding, through the levy of special taxes, of the annual costs of services, including but not limited to, the maintenance of landscaping and street trees within and the street right-of-way adjacent to Tract Map Nos. 2083 and 3632, and any other public services authorized by the Act, in the area of the Property and the CFD.

2. Owner represents to the City Council that they are the owner of all of the Property.

DATED: _____, 2026

Balboa Park Properties LLC, a Nevada limited liability
company

By its Manager:

Judson & Brown LLC, a Nevada limited liability
company

By: _____
Donald J. Berry Jr.

Its: Manager

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel Nos.:0169-156-09-0000 through 0169-156-20-0000 and 0169-156-29-0000 through 0169-156-32-0000.

PETITION TO THE CITY COUNCIL OF THE CITY OF REDLANDS
REQUESTING INITIATION OF PROCEEDINGS FOR THE ANNEXATION OF
TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE
CITY OF REDLANDS, AND CONSENTING TO THE LEVY OF SPECIAL
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2. Owner represents to the City Council that they are the owner of all of the Property.

DATED: April 17, 2026

Balboa Park Properties LLC, a Nevada limited liability company

By its Manager:

Judson & Brown LLC, a Nevada limited liability company

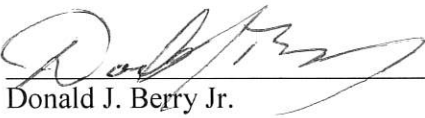
By: 
Its: Manager

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel Nos.:0169-156-09-0000 through 0169-156-20-0000 and 0169-156-29-0000 through 0169-156-32-0000.

ANNEXATION MAP NO. 32

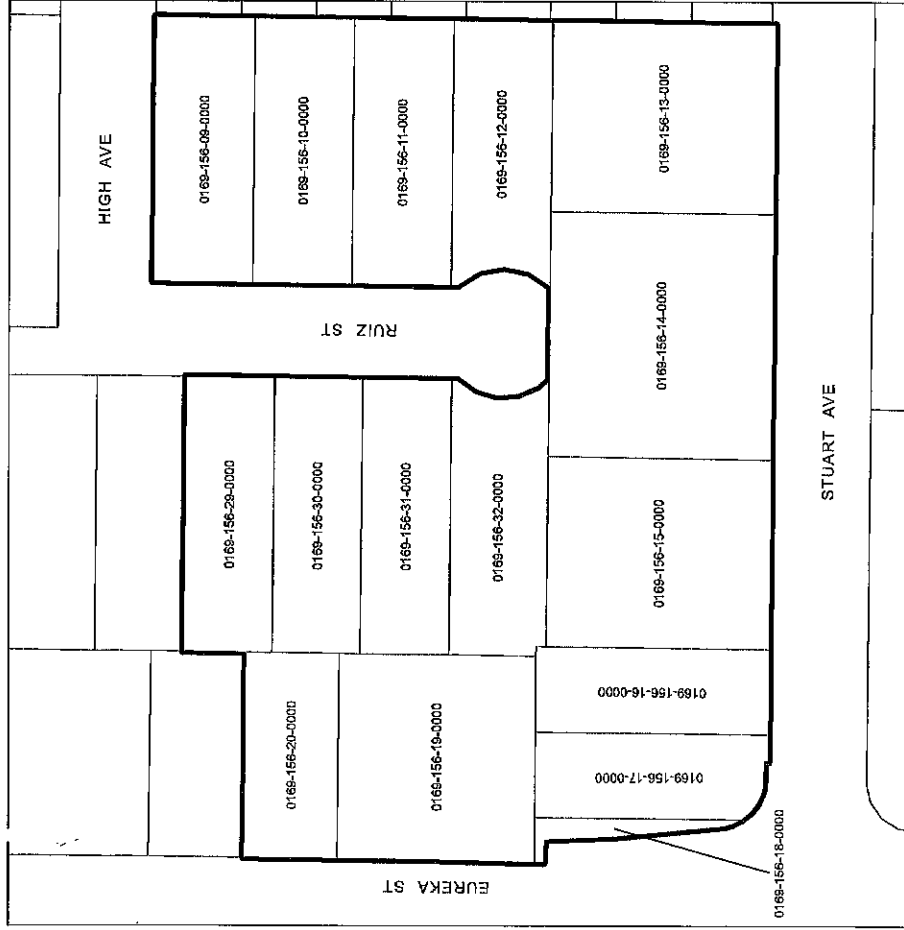
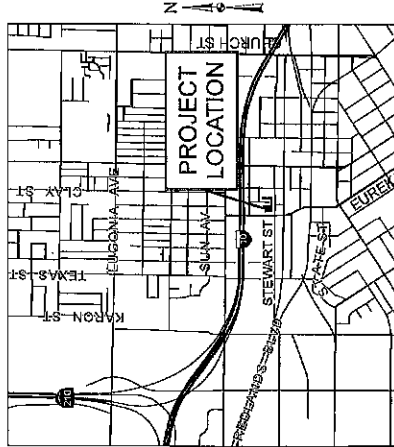
COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA. THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON MAY 18, 2004 BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 94 AND AS INSTRUMENT NO. 2004-0347327 IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OF THE AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____

CITY CLERK OF THE CITY OF REDLANDS

VICINITY MAP
NOT TO SCALE



SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE
THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER _____
AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF _____
PAGE _____ AT THE REQUEST OF _____
IN THE AMOUNT OF \$ _____

JOSIE GONZALES
ASSESSOR-RECORDER-COUNTY CLERK
SAN BERNARDINO COUNTY

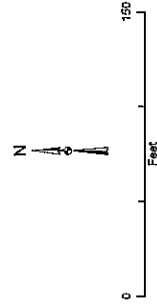
BY: _____
DEPUTY RECORDER

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF REDLANDS THIS ____ DAY OF _____, 20____

BY: _____
CITY CLERK OF THE CITY OF REDLANDS

LEGEND

- _____ ANNEXATION BOUNDARY
- _____ PARCEL BOUNDARY
- XXXX-XXX-XX-XXXX ASSESSOR'S PARCEL NUMBER



THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2025-2026.



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Bernardino }

On April 17, 2026 before me, Veronica Burgess, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Donald J. Berry, Jr.
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Veronica Burgess*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____





City Council

AGENDA ITEM NO. 13.

DATE: May 19, 2026
TO: Honorable Mayor and City Council Members
SUBJECT: Adopt Resolution No. 8782 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2026-2027 (Fire Chief Sessler)

MOTION:

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

I move to adopt Resolution No. 8782.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8782 establishing the rate for the voter-approved special tax for emergency paramedic services for Fiscal Year 2026-2027.

DISCUSSION:

Ordinance No. 1900, approved by the voters in 1985, authorizes the City Council of the City of Redlands to establish a rate for the special tax assessment necessary to fund anticipated paramedic expenses, provided the special tax rate does not exceed the maximum allowance limits as set forth in Ordinance No. 1900. The Ordinance permits the continuation of the tax on each improved parcel of property, each residential unit in a multiple dwelling, or each of the mobile home sites in the City of Redlands. The San Bernardino County Auditor-Controller/Treasure/Tax Collector requires that this resolution be approved prior to August 10, 2026, in order to apply this special assessment to the tax rolls for Fiscal Year 2026-2027

ALTERNATIVES:

City Council may choose not to adopt Resolution No. 8782 establishing the rate for the voter-approved special tax for emergency paramedic services.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:

Rich Sessler, Fire Chief

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
James Garland, Interim Management Services/Finance Director

PREPARED BY:

Bruni Reyes, Management Analyst

FISCAL IMPACT

Fiscal Year: FY 2026-27

Revenue Generating: Yes

Amount: \$

Budgeted Y/N:

Account No.:

Additional Appropriation Required: No

Discussion:

The special assessment for Paramedic Service is expected to generate approximately \$1,005,300 to fund 205250 (Emergency Medical Services).

Attachments

[Resolution_No_8782.pdf](#)

RESOLUTION NO. 8782

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS SETTING THE SPECIAL TAX FOR EMERGENCY PARAMEDIC SERVICE

WHEREAS, Ordinance No. 1900 permits the levy of a special tax by the City Council of the City of Redlands (“this City Council”) on each improved parcel of property, each residential unit in a multiple dwelling, and each mobile home site in the City of Redlands; and

WHEREAS, Ordinance No. 1900 further empowers this City Council to establish, by Resolution, the rate of special tax to fund anticipated expenses in an effort to provide an adequate level of paramedic service, but in no event shall the special tax exceed the maximum allowable limits as set forth in Ordinance No. 1900.

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

Section 1. That the rate of the special tax for emergency paramedic service shall be as follows for the Fiscal Year 2026-2027 only:

Multi-family and Mobile Home Units			\$ 29.70
Single Family (Including condominiums)			\$ 39.70
Commercial and Industrial:			
0	to	4,999 Square feet	\$ 39.70
5,000	to	9,999 Square feet	\$ 79.45
10,000	to	19,999 Square feet	\$ 119.20
20,000	to	39,999 Square feet	\$ 158.95

Greater than 39,999 Square feet = \$158.95 plus \$39.70 for each 20,000 Square foot Increment of floor area, or portion thereof, in excess of 39,999 Square feet.

ADOPTED, SIGNED AND APPROVED THIS 19th day of May, 2026.

Mario Saucedo, 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 19th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jeanne Donaldson, City Clerk



City Council

AGENDA ITEM NO. 14.

DATE: May 19, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Sole Source purchase with Azteca Systems for Cityworks License Renewal for a period of three years at a total cost of \$171,500.52 (Management Services/Finance Director Garcia)

MOTION:

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

I move that the City Council approve the software license purchase from Azteca Systems, LLC for a period of three years at a cost not-to-exceed \$171,500.52.

RECOMMENDATION:

Staff recommends that the City Council approve the software license purchase from Azteca Systems, LLC, for a period of three years at a cost not-to-exceed \$171,500.52

DISCUSSION:

In 2008, Cityworks was adopted as the work order system for the Facilities and Community Services Department to monitor and maintain streets, sidewalks, streetlights, trees, parks, and other infrastructure citywide. In 2011 permitting functions were implemented in Cityworks for MUED, Building and Safety, Fire, and Planning.

Cityworks is now an essential operational platform used across multiple departments to manage asset maintenance, service requests, permit tracking, fee calculations, inspections, and development-related workflows. The system is also integrated with Redlands 311, allowing residents to submit service requests online, and in 2022 the City implemented the Cityworks Public Portal to allow customers to apply online for certain building permits.

The proposed license renewal will allow the City to continue uninterrupted use of a mission-critical system that supports day-to-day municipal operations and customer service. Cityworks has been extensively configured over many years to reflect the City's business processes, departmental workflows, and permitting requirements. As a result, the City has made a substantial investment in the platform, both financially and operationally.

Continued licensing is particularly important because Cityworks remains central to the City's broader service delivery and technology improvements. As Council has previously approved, the City is using Cityworks Permits, Licensing, and Land Management to support development review, permit processing, and future improvements to payment and financial system integration. Maintaining the software license is necessary to preserve the City's existing operations, support ongoing system enhancements already authorized by Council (to enable online payments), and avoid disruption to public-facing services.

ALTERNATIVES:

The alternative is to not approve the software license purchase. This would result in the loss of the City's work order and permitting system resulting in a major disruption of city services until a new system could be implemented.

STRATEGIC PLAN:

N/A

SUBMITTED BY:

Danielle Garcia, Interim Assistant City Manager

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Janice McConnell, Assistant City Manager

Dana Abramovitz-Daniel, Procurement Manager

James Garland, Interim Management Services/Finance Director

PREPARED BY:

Eric Owens, Information Technology Manager

FISCAL IMPACT

Fiscal Year: FY2026

Revenue Generating: No

Amount: \$54,401.43

Budgeted Y/N: Y

Account No.: 604900

Additional Appropriation Required: No

Fiscal Year: FY2027

Revenue Generating: No

Amount: \$57,121.51

Budgeted Y/N: Y

Account No.: 604900

Additional Appropriation Required: No

Fiscal Year: FY2028

Revenue Generating: No

Amount: \$59,977.58

Budgeted Y/N: Y

Account No.: 604900

Additional Appropriation Required: No

Discussion: Funding for this purchase is included in the IT Division's current budget for FY 2026 and is included in the Division's request for FY 2027 & FY 2028.

Attachments

[Cityworks_Sole_Source_Form.pdf](#)

[Cityworks_Renewal_Quote.pdf](#)



Sole Source/ Single Source/ Standardization Form

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

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

Date: 04/27/2026

To: Purchasing Division

From: Management Services-DoIT

Estimated Total Cost: \$ 171,500.52

Proposed Vendor: Azteca Systems, LLC

Request Term: 3-Years

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

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

INSTRUCTIONS

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

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

Existing Equipment: _____

Manufacturer/Model Number: _____

Age: _____

Current Estimated Value: _____

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

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

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

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

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

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

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

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

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

Cityworks is the permitting/work order software used by the city. It has been used since 2008. Azteca Systems, LLC is the only company that maintains and upgrades Cityworks. If we were to switch to a different system there would be significant implementation costs and additional costs to retrain staff.

3. Was an evaluation of other equipment, products, or services performed?

Yes No

If yes, please explain the type of evaluation performed and provide all supporting documentation:

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

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

We would put out an RFP for software that could perform the same functions as Cityworks. Procure the new system. Implement the system for our city and train staff on how to use the new system. This would take six months to a year to accomplish. We would still have to use Cityworks until the new system is ready to go.

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

gabriela gonzalez 04 / 27 / 2026
Prepared by Date

[Signature] 04 / 27 / 2026
Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

March 26, 2025

ATTN: Danielle Garcia
Management Services/Finance Director
City of Redlands
35 Cajon Street
Redlands, CA 92373

Re: Sole Source Letter

Dear Danielle:

Thank you for your interest in Cityworks (the "Offering").

This letter confirms that the Offering is a product, designed, created, and owned exclusively by Azteca Systems, LLC, a Trimble Company ("Trimble"). Within the United States of America, Trimble is the sole source provider of the Offering and related maintenance and support services.

Please feel free to contact the undersigned at Carlos_Abaunza@Trimble.com if you have any questions.

Sincerely,

DocuSigned by:



92969BE0AABA49F...

Carlos Abaunza

Senior Director

Azteca Systems, LLC, a Trimble company



Azteca Systems, LLC - Cityworks
 5475 Kellenburger Road
 Dayton, OH 45424

Quote Number Q-46540-2
 Created Date 4/27/2026
 Expiration Date 7/21/2026

Contact Information

Contact Name: Prepared By Name: Joe Pilimai
 Customer: Redlands (CA), City of Prepared By Phone: (801) 523-2751
 Contact Address: 35 Cajon Street
 Redlands, CA
 92373

Quote Lines

Product Name	Quantity/ Population	Net Unit Price
AMS ELA Standard	1.00	USD 27,200.72
PLL ELA Standard	1.00	USD 27,200.71
TOTAL:		USD 54,401.43

Notes

Year 1 Dollar Value	USD 54,401.43	Year 1 Date Range	05/05/2026 - 05/04/2027*
Year 2 Dollar Value	USD 57,121.51	Year 2 Date Range	05/05/2027 - 05/04/2028**
Year 3 Dollar Value	USD 59,977.58	Year 3 Date Range	05/05/2028 - 05/04/2029**

Notes:

Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
 Respond
 Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

- Storeroom
- Equipment Checkout
- Contracts
- Cityworks for Excel
- Cityworks Analytics for AMS
- eURL (Enterprise URL)
- Workload
- Web Hooks
- Citizen Engagement API
- Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

--

Server PLL Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
 Respond
 Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:
eURL (Enterprise URL)
Public Access for PLL
Cityworks Analytics for PLL
Workload
Web Hooks

Annual fee herein is based on 50,001 - 100,000 population range

*Yearly Increases are 5%

**This Quote is a 12 month term. Year 2 and Year 3 are mutual option quotes. Customer must provide notification of renewal, and Trimble will provide approval or rejection of renewal.

Year 2: 05/05/2027 - 05/04/2028

Year 3: 05/05/2028 - 05/04/2029

DISCLAIMER. PLEASE BE ADVISED THAT THE PRODUCTS ASSOCIATED WITH THIS QUOTE MAY NO LONGER BE SUBJECT TO ENHANCEMENTS OR MAINTENANCE. WE URGE YOU TO CONSULT THE COMMUNICATION SENT OUT CONCERNING UPDATES TO CITYWORKS SOFTWARE SUPPORT & YOUR PATH FORWARD AND SUNSETTING. THE PRICE INDICATED HEREIN SHALL CONSTITUTE THE RENEWAL RATE OFFERED UNDER YOUR CURRENT AGREEMENT AS AMENDED BY THIS COMMUNICATION. A COPY OF THE COMMUNICATION CAN BE PROVIDED TO YOU UPON REQUEST. YOU ARE URGED TO REVIEW THIS QUOTE THOROUGHLY AND ASSESS ANY NECESSARY ADJUSTMENTS TO YOUR SUBSCRIPTION. SHOULD THERE BE ANY INQUIRIES OR A NEED FOR FURTHER ASSISTANCE, PLEASE CONTACT US PROMPTLY. WE APPRECIATE YOUR UNDERSTANDING AND CONTINUED PARTNERSHIP.

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.



City Council

AGENDA ITEM NO. 15.

DATE: May 19, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8783 to implement STOP control at Ford Street and Garden Hill Drive intersection and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Heredia)

MOTION:

If City Council determines the Traffic and Parking Commission and staff recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine the adoption of Resolution No. 8783 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act, and
2. I move to adopt Resolution No.8783.

RECOMMENDATION:

STAFF RECOMMENDATION

Staff recommends that City Council adopt Resolution No. 8783 to implement a STOP control at the intersection of Ford Street and Garden Hill Drive and determine that approval of Resolution No. 8783 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

TRAFFIC AND PARKING COMMISSION RECOMMENDATION

On February 26, 2026, the Traffic and Parking Commission voted 5:0 to recommend that the City Council approval to implement a STOP control at the intersection of Ford Street and Garden Hill Drive.

DISCUSSION:

In 2025, staff received a resident-initiated request to permanently close Garden Hill Drive at its connection with Ford Street due to concerns related to vehicle speeds, safety, and the protection of historic infrastructure within the Garden Hill Historic & Scenic District. In response, staff conducted a traffic study which found generally low travel speeds and a total of seven reported collisions over the past ten years. The study also determined that large vehicle traffic along Garden Hill Drive was infrequent. Staff concluded that a permanent closure could negatively impact emergency response access and would likely reroute traffic to nearby residential streets.

As an alternative to roadway closure, staff implemented several measures intended to address resident concerns. These actions included initiating a request to Caltrans to reclassify Garden Hill Drive as a local street to reduce truck routing, which is currently underway. Staff also installed supplemental signage directing truck drivers to turn on South Avenue rather than continue southbound on Ford Street, and upgraded the size and visibility of existing warning signs.

In addition to engineering and signage improvements, increased traffic enforcement has occurred in the Garden Hill Drive area over the past year to address operational and safety concerns. More recently, a resident requested that traffic conditions along Garden Hill Drive be revisited and asked staff to evaluate the feasibility of installing a stop control at the intersection of Ford Street and Garden Hill Drive.

Staff conducted a one-week traffic study between September 29, 2025, and October 6, 2025, to evaluate existing traffic conditions on Garden Hill Drive near Ford Street. The results indicate that traffic volumes on Ford Street are consistent with those of a residential street, with generally low vehicle speeds and most drivers traveling between 16 and 25 miles per hour. The 85th percentile speed was below 25 miles per hour, indicating that excessive speeding is not prevalent. Large truck traffic was observed infrequently, accounting for approximately 0.1 percent of total traffic, compared to approximately 0.4 percent recorded during the May 2025 evaluation prior to the implementation of additional signage and routing measures, demonstrating the effectiveness of these improvements.

The analysis determined that the location does not meet the collision warrant, with only two reported collisions in the past five years, nor the volume warrant, with approximately 101 vehicles per hour on the major street and 6 vehicles per hour on the minor street. However, the intersection does meet the condition related to limited sight distance due to a tight S-shaped horizontal curve and lateral offset on Garden Hill Drive south of the intersection, which restricts forward visibility. Based on the warrant analysis, only one criterion for multi-way stop control is met at the intersection of Ford Street and Garden Hill Drive. Accordingly, the Traffic & Parking Commission considered the findings and, on February 26, 2026, voted 5:0 to recommend that the City Council approve the installation of a stop control at this location.

ALTERNATIVES:

City Council may deny the Traffic and Parking Commission and staff recommendations and provide alternate 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, Interim Assistant City Manager

James Garland, Interim Management Services/Finance Director

PREPARED BY:

FISCAL IMPACT

Fiscal Year: FY 2025/26

Revenue Generating: No

Budgeted Y/N: Yes

Discussion:

There is no fiscal impact associated with this action. The project includes routine maintenance tasks that are included in the approved FY 25/26 Facilities & Community Services operating budget.

Attachments

[A_Resolution_No_8783.pdf](#)

[B_Location_Map.pdf](#)

RESOLUTION NO. 8783

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS
ESTABLISHING A STOP CONTROL ON FORD STREET AND GARDEN
HILL DRIVE INTERSECTION PURSUANT TO TITLE 10 OF THE
REDLANDS MUNICIPAL CODE

WHEREAS, pursuant to studies made under the authority of Title 10 of the Redlands Municipal Code, and the presentation of information contained in such studies, the City Council of the City of Redlands has determined that certain traffic regulations are necessary to protect the public health, safety, and welfare and should be established pursuant to Title 10 of the Redlands Municipal Code.

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

Section 1. This City Council determines that approval of this Resolution is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15301(c), which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment. This City Council finds with certainty that the approval of this Resolution will not have a significant effect on the environment.

Section 2. Pursuant to Section 10.36.010 of the Redlands Municipal Code, the City Council hereby establishes a STOP control at the intersection of Ford Street and Garden Hill Drive.

Section 3. City staff is hereby directed to take all actions to undertake installation of pavement striping, and signage to implement this Resolution.

ADOPTED, SIGNED AND APPROVED this 19th day of May, 2026.

Mario Saucedo, 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 19th day of May, 2026, by the following vote:

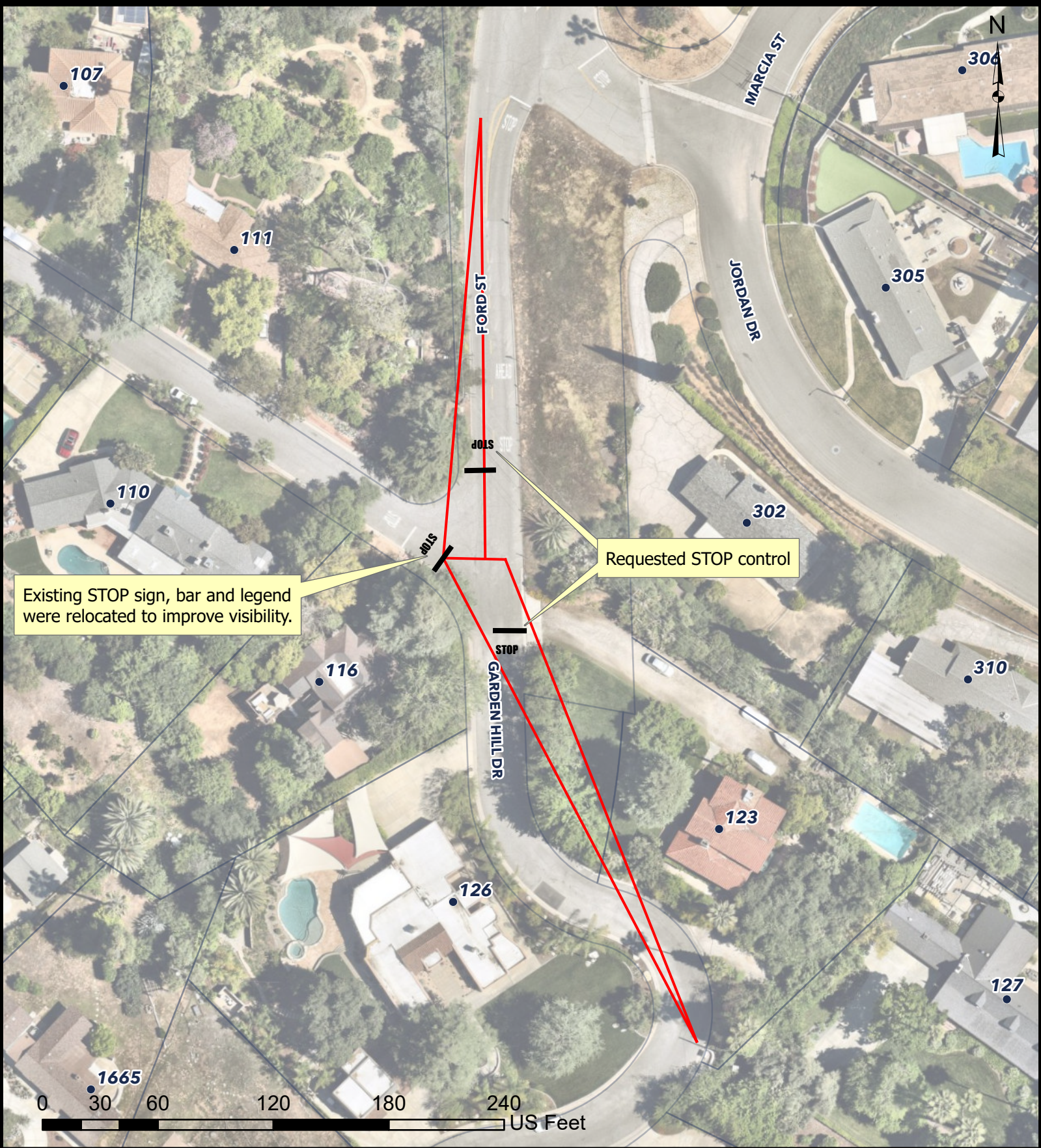
AYES:

NOES:

ABSENT:

ABSTAIN:

Jeanne Donaldson, City Clerk



GARDEN HILL DRIVE REQUESTED ALL WAY STOP INTERSECTION SIGHT DISTANCE TRIANGLES





City Council

AGENDA ITEM NO. J1.

DATE: May 19, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Receive and file the 2025 Annual Report of the Municipal Utilities and Public Works Commission (Municipal Utilities and Engineering Director Heredia)

MOTION:

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

I move that the City Council receive and file the 2025 Annual Report of the Municipal Utilities and Public Works Commission.

RECOMMENDATION:

Staff recommends that the City Council receive and file the 2025 Annual Report of the Municipal Utilities and Public Works Commission.

DISCUSSION:

Chapter 2.38 of the Redlands Municipal Code establishes Municipal Utilities and Public Works Commission (MUPWC) appointment protocols, objectives, goals, and reporting requirements. Each year, MUPWC presents a report to the City Council summarizing the previous year's accomplishments and goals for the next year. Attached to this staff report is the 2025 Annual Report as prepared by Steve Stockon, MUPWC Chair.

SUBMITTED BY:


Monica Heredia, Municipal Utilities and Engineering Director

REVIEWED BY:

Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager

Attachments

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: MUNICIPAL UTILITIES AND PUBLIC WORKS COMMISSION
STEVE STOCKTON, CHAIR 

VIA: CHARLES M. DUGGAN JR., CITY MANAGER
MONICA HEREDIA, MUED DIRECTOR

DATE: APRIL 27, 2026

SUBJECT: 2025 ANNUAL REPORT OF THE MUNICIPAL UTILITIES AND PUBLIC WORKS COMMISSION

Duties RMC 2.38.030:

- A. The Municipal Utilities and Public Works Commission (MUPWC) is a resource for the City Council and City staff and a buffer with the general public. In its advisory capacity, the commission shall be knowledgeable of all the public works, utilities, and engineering programs. The commission shall, through the individual and collective expertise of its members, provide advice to the Public Works and Municipal Utilities Departments regarding the public acceptability of proposed plans, programs, and projects.
- B. The commission shall conduct periodic reviews of the following items, providing guidance and/or approval to the Public Works and Municipal Utilities Departments and provide recommendations to the City Council, either directly, through the City Council-appointed liaison, and/or City staff:
- Annual review of the City Capital Improvements Program under the purview of the Public Works and Municipal Utilities Departments.
 - Review the status of all active projects on at least a quarterly basis (Public Works and Municipal Utilities Department are on differing 3-month schedules).
 - Review all studies and proposals related to rates and fees charged to the public, including water, sewer, solid waste, and impact development fees.

2025 MUPWC Members

Starting in 2026, the MUPWC comprises five (5) community members who volunteer their time to serve their community. However, in 2025, the Commission included seven (7) members: Steve Stockton (Chair), Chandrasekar Venkatraman (Vice Chair), Adekunle Ojo, Robert Meals, David Garcia, Tom Breitkreuz, and Paul Noorwood. The Commission works in collaboration with MUED Staff and appreciates their support and professional guidance.

2025 Accomplishments

- Pavement Management Program – 30 lane miles of street were resurfaced
- Groundwater Well & Booster Pump Rehabilitation Project included the rehabilitation of four (4) potable wells and one (1) booster pump station
- Waterline Replacement Project – seven (7) miles of water pipeline were replaced, including a 24-inch transmission pipeline, commonly called ‘Highline’.
- Wastewater Replacement & Slip-Lining Projects – three (3) miles of sewer pipeline were rehabilitated.
- Completion of Water System Supervisory Control and Data Acquisition (SCADA) Expansion Project for water facilities.
- Completion of Citywide Water Meter Replacement Project – approximately 23,000 meters have been replaced along with Advanced Metering Infrastructure (AMI) system installation.
- Citywide Sidewalk/ADA Curb Ramp Replacement Project, which included the replacement of two (2) miles of sidewalk and 19 ADA curb ramps
- Completed the final design of WWTP Phase 2, and prepared for bidding
- Completion of California Street Recycled Water Pipeline Extension Project- installed approximately 900 feet of recycled water pipeline in California Street, extending the pipeline south of the I-10 freeway to serve two of the City’s groves with recycled water and reduced the demand of 20 acre-feet of potable water.
- Joint Utilities Laboratory Expansion Project – final design and start of construction

2026 Goals

- Complete the construction of the Joint Utilities Laboratory Expansion Project Phase 1
- WWTP Improvement Project – Phase 2 Construction Start
- Recycled Water Distribution System Expansion Analysis and Design
- Continuing Groundwater Well Rehabilitations
- Pavement Management Project – 40 lane miles of street to be resurfaced
- Waterline Replacement Project – three (3) miles of water pipeline replacement
- Wastewater Pipeline Replacement Projects – three (3) miles of sewer pipeline replacement, including slip-lining
- Citywide Sidewalk/ADA Curb Ramp Replacement Project, which includes the replacement of two (2) miles of sidewalks and 14 ADA curb ramps
- Hinckley Sludge Press Construction for the Hinckley Water Treatment Plant
- Tate Water Treatment Plant Influent Pipeline Replacement Project Construction
- Resolving Mutual Water Company Delivery Shortfall
- Design of Sunset Reservoir Replacement Project



City Council

AGENDA ITEM NO. 17.

DATE: May 19, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an Event Services Agreement with the University of Redlands to conduct the Redlands Emergency Services Academy at the University's facility, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Police Chief Tolber)

MOTION:

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 agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act, and
2. I move to approve the Event Services Agreement with the University of Redlands.

RECOMMENDATION:

Staff recommends that the City Council approve the Event Services Agreement with the University of Redlands for services relating to the Redlands Emergency Services Academy beginning Wednesday, July 8, 2026, through Wednesday, July 15, 2026, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Redlands Emergency Services Academy (RESA) is the result of a longstanding partnership between the Redlands Police Department, Redlands Fire Department, Crafton Hills College, and the University of Redlands. The program is designed to provide graduating high school students with a rigorous, hands-on introduction to careers in public safety.

This week-long academy offers local students the opportunity to learn directly from Redlands police officers and firefighters, while gaining practical insight into the demands and rewards of emergency service professions. Many RESA participants have gone on to pursue careers in law enforcement and fire service, reflecting the program's long-term impact on workforce development.

For more than twenty-five years, the University of Redlands has supported RESA by providing the use of its campus facilities, including housing, meeting space, and meals. The current agreement includes costs associated with program activities conducted on campus, a significant portion of which is underwritten by the University. The remaining costs are funded through donations from community members and local organizations, including the Redlands Police Community Foundation.

RESA has actively pursued grant funding and donations to offset program expenses. To date, funding requests include a \$30,000 grant from Yuhaaviatam of San Manuel Nation (secured), a \$20,000 grant from Stater Bros. (secured), a \$12,000 grant from Tom Bell, a \$500 donation from the Redlands Police Officers' Association, and a \$500 donation from the Redlands Professional Firefighters' Association.

The total cost associated with the University of Redlands, including lodging, facility rentals, and meals, is \$54,339.08. The University has agreed to underwrite \$45,500.00 of these costs, primarily for lodging and facility use. This leaves a remaining balance of \$8,839.08 to cover meals, fees, and service charges. These remaining costs will be fully offset by grant funding and donations, resulting in no fiscal impact to the General Fund.

ALTERNATIVES:

The City Council may decline to approve the agreement with the University of Redlands and provide alternative direction.

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
Christopher Boatman, Assistant City Manager
James Garland, Interim Management Services/Finance Director

PREPARED BY:

Chay Miller, Executive Police Assistant

FISCAL IMPACT

Fiscal Year: FY2026-27

Revenue Generating: No

Amount: \$0

Budgeted Y/N: N

Account No.: N/A

Additional Appropriation Required: No

Discussion:

Attachments

[RESA_Agreement_2026.pdf](#)

[RESA_Agreement_2025.pdf](#)



Organization: RESA-Redlands Emergency Services Academy
Client Contact: Povero, Dominick
Address: 1270 W. Park Avenue
Redlands CA 92373
Phone: (909) 557-6928
Email: dpovero@redlandspolice.org

University of Redlands Conferences and Events
1200 East Colton Avenue
PO Box 3080
Redlands, CA 92373

www.redlands.edu/event-services
events@redlands.edu
(909) 748-8116

Conferences and Events AGREEMENT

This is an agreement by and between the University of Redlands, a California nonprofit educational corporation with multiple campuses in California (the "University") and **City of Redlands, a municipal corporation and general law city**, herein (the "User"). Essentially, the User is agreeing to rent space from, and utilize the services of, the University on the terms and conditions specified in this agreement (the "Agreement")

Agreement Issue Date: February 27, 2026

Agreement Expiration Date: March 19, 2026

To give the User time to review, consider, and finalize this Agreement, the University will reserve the event dates and event spaces that are the subject of this Agreement until the Agreement Expiration Date as a courtesy to the User. If the User has not returned the completed/executed Agreement, together with any required deposits and documents, the User understands that the University may release, and not hold, the dates and space.

Subject of this Agreement: RESA26 - Housing

RESA26 - Housing - 2026-ABRDQV

RESERVATIONS

Wednesday, Jul 08 2026

12:00 AM - 11:30 PM

Grossmont Hall (120)

Expected Attendance: 40

7:00 AM - 8:30 AM

No location assigned

Expected Attendance: 40

4:30 PM - 6:00 PM

Dinner at The Table

Expected Attendance: 40

Wednesday, Jul 08 2026

8:00 PM - 8:30 PM

Expected Attendance: 40

Memorial Chapel Steps

Thursday, Jul 09 2026

12:00 AM - 11:30 PM

Expected Attendance: 40

Grossmont Hall (120)

7:00 AM - 8:30 AM

Expected Attendance: 40

Breakfast at The Table

4:30 PM - 6:00 PM

Expected Attendance: 40

Dinner at The Table

Friday, Jul 10 2026

12:00 AM - 11:30 PM

Expected Attendance: 40

Grossmont Hall (120)

7:00 AM - 8:30 AM

Expected Attendance: 40

Breakfast at The Table

4:30 PM - 6:00 PM

Expected Attendance: 40

Dinner at The Table

Saturday, Jul 11 2026

12:00 AM - 11:30 PM

Expected Attendance: 40

Grossmont Hall (120)

7:00 AM - 8:30 AM

Expected Attendance: 40

Breakfast at The Table

4:30 PM - 6:00 PM

Expected Attendance: 40

Dinner at The Table

Sunday, Jul 12 2026

12:00 AM - 11:30 PM

Expected Attendance: 40

Grossmont Hall (120)

7:00 AM - 8:30 AM

Expected Attendance: 40

Breakfast at The Table

4:30 PM - 6:00 PM

Expected Attendance: 40

Dinner at The Table

Monday, Jul 13 2026

12:00 AM - 11:30 PM

Expected Attendance: 40

Grossmont Hall (120)

7:00 AM - 8:30 AM

Expected Attendance: 40

Monday, Jul 13 2026

7:00 AM - 8:30 AM

Breakfast at The Table

Expected Attendance: 40

4:30 PM - 6:00 PM

Dinner at The Table

Expected Attendance: 40

Tuesday, Jul 14 2026

12:00 AM - 11:30 PM

Grossmont Hall (120)

Expected Attendance: 40

7:00 AM - 8:30 AM

Breakfast at The Table

Expected Attendance: 40

4:30 PM - 6:00 PM

Dinner at The Table

Expected Attendance: 40

8:00 PM - 11:00 PM

Orton Center

Expected Attendance: 40

Wednesday, Jul 15 2026

12:00 AM - 11:30 PM

Grossmont Hall (120)

Expected Attendance: 40

7:00 AM - 8:30 AM

Breakfast at The Table

Expected Attendance: 40

5:00 PM - 9:00 PM

Orton Center

Reserved: 3:00 PM - 9:00 PM

Expected Attendance: 175

This space is intentionally left blank.

FINANCIALS

	List Price	Adjustment		Sub Total for Jul 08 2026 - Jul 15 2026
Standard Breakfast(\$12.15,plus tax)7-26	\$3,192.00			\$3,471.30
				\$3,471.30
	List Price	Adjustment		Sub Total for Jul 08 2026 - Jul 14 2026
Standard Dinner (\$14.85, plus tax)7/1/26	\$3,906.00			\$4,247.78
				\$4,247.78
	List Price	Adjustment		Sub Total for Jul 15 2026 - Jul 16 2026
Orton Center	\$4,500.00	(100%)	Concession	\$0.00
AV – Conference AV Base Package	\$100.00	(100%)	Concession	\$0.00
				\$0.00
	List Price	Adjustment		Sub Total for Jul 08 2026 - Jul 15 2026
Grossmont Hall (120)	\$37,800.00	(100%)	Concession	\$0.00
Conference - Service Fee		\$1,120.00	\$160 per day for 7 days	\$1,120.00
				\$1,120.00
	List Price	Adjustment		Sub Total for Jul 14 2026 - Jul 15 2026
Orton Center	\$3,000.00	(100%)	Concession	\$0.00
AV – Conference AV Base Package	\$100.00	(100%)	Concession	\$0.00
				\$0.00

TOTAL PROJECTED AMOUNT: \$8,839.08
Non-Refundable Reservation Deposit (25%): \$2,209.77
Minimum Revenue Requirement (80%): \$7,071.26

Additional services and/or equipment may result in fees not outlined in the financials above, such as audio visual or rentals.

This space is intentionally left blank.

I. RESERVATION

The University will reserve the venue(s), housing, food service plans, equipment, and services as outlined in this Agreement. User's reservation must include the time needed for pre-event preparations and post-event cleanup, including any time needed by User's external vendors. Should additional venues, housing, food service plans, equipment, or services be requested, the User must submit to the University a written request for the adjustment. Requests for additional reservations are not guaranteed but will be accommodated when possible. If the University is able to accommodate the additional reservations an addendum to this Agreement will be issued.

A reservation becomes effective after (a) the Agreement is signed by both the University and the User and (b) the University has received a non-refundable reservation deposit in the amount of 25% of the total minimum initial projected amount specified in the Agreement.

II. VENUE(S)

The University has venues that may be available for rental throughout the year. Fees for venue rentals include only (a) use of the reserved venue during the reserved days/times and (b) existing tables and chairs available from the University's inventory and located in the venue. Other equipment and services may be arranged with additional costs, including audio visual equipment and/or services.

If the User wants the venue(s) set up in a particular way, the User must submit to Conferences and Events a written request specifying the room set-up specifications and/or diagrams no less than twenty-one (21) days prior to the first day of guest arrival. Any set-up specifications submitted less than twenty-one (21) days prior to the first day of guest arrival cannot be guaranteed.

Although it is rare, and the University seeks to avoid any changes, the University reserves the right to change specific venue assignments as necessary for University business. If a change becomes necessary, the University will move the event/function to a comparable and adequate venue on the University campus and will communicate any such changes to the User in a timely manner.

Although collaboration between the University and the User is expected, the University reserves the right to make the final decision concerning the suitability of holding a function outdoors or relocating to an indoor space due to inclement weather (including excessive heat and/or poor air quality), construction, or other unforeseen circumstances. In the event a function is moved, the University agrees to provide directions and assistance on the alternate location.

The University of Redlands strives to be inclusive of all individuals with disabilities and/or limited mobility of varying degrees on our campus. Despite our efforts to be inclusive, some buildings were built prior to the advent of modern building codes and accessibility standards. To provide access or reasonable accommodation for all individuals, it is imperative that the User submit to Conferences and Events a written request specifying the accommodation specifications for attendees with special needs (including housing) no less than twenty-one (21) days prior to the first day of guest's arrival. Strong pre-planning will allow us to create a program that meets the needs of your entire group with the venues that are available. Any accommodation requests submitted less than twenty-one (21) days prior to the first day of guest arrival cannot be guaranteed.

III. HOUSING

When residence halls and/or apartments are included in a reservation, the following terms and conditions will apply.

A. Specific Residence Hall/Apartments

Although it is rare, and the University seeks to avoid any changes, the University reserves the right to change specific residence hall/apartment assignments as necessary for University business. If a change becomes necessary, the University will provide comparable residence hall/apartment space and will communicate any such changes to the User in a timely manner.

B. Check-In and Check-Out

Check-in and check-out times and locations must be arranged and approved by Conferences and Events no less than twenty-one (21) days prior to the first day of guest arrival.

C. Rooming List

A FINAL rooming list of all guests must be submitted to Conferences and Events no less than fourteen (14) days prior to the first day of guest arrival. The FINAL rooming list must include: each guest's first and last names and room assignment.

The University will provide hall charts and diagrams for the User to make room assignments. Room changes are to be handled by the User's Conference Supervisor and must be reported to Conferences and Events.

All rooming lists must be legible and include participants' first and last names.

D. Capacity Requirements

To meet fire codes and ensure personal safety, room capacities in the residence halls shall not exceed the number of persons per established sleeping room, unless otherwise designated on floor plans provided by the University. Under no circumstances may attendees sleep on the floor of any residence hall or apartment.

E. Notice of Onsite Staff

Be advised the User may be placed in housing that has a University Employee living in residence. Onsite staff members are trained mandated reporters and have undergone a background check.

F. Right of Entry

The University reserves the right to enter any housing provided to the User pursuant to this Agreement to inspect the premises for the purposes of maintaining health and safety, for reasonable maintenance inspection, for repair, or in any situation deemed by the University to be an emergency. Under no circumstances shall the University enter housing for any reason other than health, safety, maintenance and repair, emergency, or compliance with University policies without prior notification to the User. This includes vendors contracted by the University.

G. Quiet Hours

Quiet hours are 11:00 PM-07:00 AM. Radios, televisions, stereos, and other such equipment must be operated so as not to disturb. This is to be observed by all guests to ensure a peaceful and comfortable living environment.

H. After Hours

The Conference and Events office is open daily from 8am – 8pm. Any questions or services required after hours will be handled by the University's Public Safety Department. All calls for assistance should be made to Public Safety at 909-748-8888.

I. Linens

Linens are available to rent, per seven (7) day period. Each linen packet includes a pillow, two sheets, pillowcase, blanket, bath towel, and wash cloth. Linens must be ordered no less than fourteen (14) days prior to the first day of guest arrival and cannot be added after this date. Final pricing per packet will be outlined when linens are ordered, not when Agreement is signed.

IV. FOOD SERVICE PLANS

When food service plans are included in a reservation, the following terms and conditions will apply.

A. Exclusive Provider

The University has an exclusive contract with Harvest Table Culinary Group (“Harvest Table”) for all food and beverage services on the University’s Redlands campus. No external food or beverages may be brought on the Redlands campus without prior written approval from Harvest Table and Conferences and Events.

B. Regular Summer Dining Hours at The Table

Breakfast 07:00 AM- 08:30 AM, Lunch 11:30 AM- 01:00 PM, and Dinner 05:00 PM- 06:30 PM

User must submit FINAL MEALTIMES for standard meal plans to Harvest Table no less than twenty-one (21) days prior to the first day of guest arrival.

C. Standard Meal Plans

Prices specified in the Agreement reflect the standard meal plans at The Table in The Irvine Commons (“The Table”). Meals at The Table are All-You-Care-To-Eat and must be consumed on the premises. If to-go options are needed, arrangements must be made with Harvest Table no less than ten (10) days prior to the first day of guest arrival.

Harvest Table needs a guarantee of fifty (50) guests to open The Table. If User is below fifty (50) guests there will be a surcharge on each meal. A surcharge will be determined based on User guest numbers, along with other potential users or diners eating during User’s stay.

Meal passes will be supplied by the University to the User. If a meal pass is lost, Conferences and Events must be notified immediately and a replacement fee will be incurred for each new pass.

D. Final Guarantee for Standard Meal Plans

User must submit a FINAL GUARANTEE for standard meal plans to Harvest Table no less than fourteen (14) days prior to the first day of guest arrival. User can have no more than three (3) different standard meal plan configurations. Numbers for standard meal plans may not be reduced once the FINAL GUARANTEE is received for any reason including, but not limited to, guests who do not show up and use their standard meal plan or additional meal events that change the number of guests using their standard meal plan.

Should the User’s numbers increase after the FINAL GUARANTEE has been given, requests can be made to Harvest Table up to seven (7) days prior to the first day of guest arrival, but adjustments are not guaranteed. Changes to guest counts cannot be made less than three (3) days prior to the first day of guest arrival.

E. Water Stations

A complimentary water station, including to-go cups, will be available daily outside of the Irvine Commons.

If additional water stations are needed, arrangements, including any financial obligations, must be made directly between the User and Harvest Table no less than twenty-one (21) days prior to the first day of guest arrival.

F. Catering

Catering arrangements, including any financial obligations, must be made directly between the User and Harvest Table no less than twenty-one (21) days prior to the first day of guest arrival. The University is not involved in catering arrangements and does not accept responsibility for catering.

It is the responsibility of the User to notify the University as to which standard meals will be provided at The Table and which meals will be a Harvest Table catered event. User accepts all responsibility for guaranteed numbers given for either meal cards or catered events.

G. Alcoholic Beverages

The possession or consumption of alcoholic beverages by anyone under the age of twenty-one (21) is prohibited by California law.

Harvest Table Culinary Group (Harvest Table) is the only organization that is permitted to bring to or have alcohol available for an event at the University. Harvest Table carries the appropriate liquor licenses and requires state regulated training for bartenders and wait staff that handle alcohol. Harvest Table requires a minimum of thirty (30) days advanced notice of a bar/alcohol request.

In order to serve alcohol at an outdoor venue, perimeter fencing must be provided at the User's expense. The perimeter fence must be diagrammed by Conferences and Events and submitted to Harvest Table for approval a minimum of thirty (30) days prior to the event date. Once the diagram is approved, changes cannot be made.

Should the University or Harvest Table determine any User or User's guest has brought any alcohol onto the premises without prior written approval, or allows any minor to consume any alcoholic beverage, the university or Harvest Table reserves the right to close the bar immediately and/or terminate the function entirely at the User's expense. User shall be responsible for providing transportation for the safety and well-being of all guests. In addition, the User will be responsible for all fines, loss of business, assessments, and liability of any nature as a result of the above.

Alcohol is not permitted in the residence halls. Violation of this Agreement may result in the immediate removal of the guests from the residence hall at the University's sole discretion.

V. ADDITIONAL SERVICES AND/OR EQUIPMENT

Sometimes Users arrange for additional services or equipment from the University that are not included in the venue rental rates. Common services or equipment include audio-visual services or equipment, IT services, printing services, or use of the University's Outdoor Programs equipment. Additional services and equipment must be specifically arranged and agreed upon.

VI. FINANCIAL TERMS AND CONDITIONS

The following financial terms and conditions apply to this Agreement.

A. Minimum Revenue Requirement

User will be billed a Minimum Revenue Requirement which is determined by adding the total dollar values of the Venues, Housing, Food Service, and other billable expenses which equal the Total Minimum Initial Projected Amount, and multiplying this figure by 80%.

User understands and fully accepts the Minimum Revenue Requirement due to the University no matter the actual number of guests or spaces and equipment used. Final invoices will be calculated based on the criteria detailed below, and will be whichever is greatest of the following:

1. The Minimum Revenue Requirement, plus Additional Charges as outlined below. Under no circumstances with the User be charged less the Minimum Revenue Requirement.
2. The final requested room set-up specifications and/or diagrams of all needed venues (submitted twenty-one (21) days prior to the first day of guest arrival), the final rooming list of all guests (submitted fourteen (14) days prior to the first day of guest arrival), and the final guarantee for standard meal plans (submitted twenty-one (21) days prior to the first day of guest arrival) if greater than actual numbers, plus Additional Charges as outlined below.
3. The actual number of guests, venues, housing, and food service plans if higher than final guarantees, plus Additional Charges as outlined below.

B. Service Fee

The User understands and agrees that the University adds a service fee of five percent (5%) to the final billable amount for all events.

C. Payment

Payment may be made by check, credit card, or wire.

Checks should be made payable to "University of Redlands" and sent to the following address:

University of Redlands
Conferences and Events Department
1200 East Colton Avenue
Redlands, CA 92373

A \$25.00 fee will be assessed for returned checks.

For Payments less than \$25,000, the University accepts payment by credit cards.

For payments more than \$25,000, the University prefers wire payment, which can be coordinated with Conferences and Events.

General questions regarding billing should be addressed with Conferences and Events.

D. Deposit Payment

The reservation that is the subject of this Agreement becomes effective when both the Agreement is fully executed and when the University receives payment a deposit (see above). Deposits are non-refundable.

The deposit will be applied to the User's full invoice or to any cancellation fee that may apply.

E. Payment Schedule

Following the conclusion of the event, the University will email the User a final invoice that captures any unpaid balances/ amounts and any charges incurred during the event as provided for in this Agreement.

The User agrees to pay any invoice within thirty (30) days after receipt of the invoice. Failure to pay the balance due as stated on the invoice within thirty (30) days of the invoice date will result in late fees being charged at a rate of 5% every fourteen (14) days.

The User specifically agrees to be responsible for any and all charges levied consistent with this Agreement, including but not limited to late fees.

F. Additional Charges

1. Damages

The User is responsible for all damages caused by User, User's guests/attendees, and/or User's service providers. Reasonable wear and tear is not considered to be "damages." Should damages occur, the University will provide as much detailed information concerning the location of damages and, if possible, the date and time they occurred (or were discovered) along with a photograph. All decisions regarding damages are unilaterally made by the University which is under an obligation to exercise that discretion in a reasonable manner. The User agrees to respect the University's unilateral judgments about damages.

2. Cleaning

Each User (and User's service providers) will be responsible for general cleanup. All decorations must be removed prior to departure. All trash must be placed in the trash receptacles in or near the contracted venue(s). Any glass breakage is to be swept up and removed from the premises. Any plates, bottles, or linens on lawns are to be picked-up. Rental items from service providers must be removed upon departure. No rental items are to be left on University property overnight. A minimum charge of \$300.00 will be assessed to the User for rental items left by User or service providers in any venue or University location. The University is not responsible for the delivery, storage, or protection of any property, items, or material goods left in the venue or on University property.

The standard rental of any venue on campus includes a basic "light-cleaning" (which includes vacuuming venue and sanitizing of bathrooms), both before and after the event. No additional fees will be charged for this basic cleaning as it is included in the rental fee. Cleaning that is required that goes beyond light cleaning will be billed to the User at the hourly cleaning rate then in effect. All decisions regarding the necessity of cleaning are unilaterally made by the University which is under an obligation to exercise that discretion in a reasonable manner. The User agrees to respect the University's unilateral judgments about cleaning.

3. Services or Equipment from the University

Services or Equipment ordered through the University including, but not limited to, Audio-Visual Services or Equipment, IT Services, Printing Services, and Outdoor Programs equipment will incur additional charges.

4. Services or Equipment from Outside the University

Sometimes Users need services or equipment that are not available from the University. User accepts financial responsibility for any and all services or equipment rentals obtained from providers outside the University whether the User arranges for these services or equipment directly or whether the services or equipment are arranged by the University on behalf of the User as a courtesy (and at the User's direction).

User shall ensure that all such entities or vendors that it retains directly maintain insurance that complies with all requirements stated in the INSURANCE section of this Agreement.

5. Room Setup Changes or Late Submissions

Rental fees include University setup and take down service for the existing tables and chairs based on University inventory limits for the reserved venues. If the User changes the setup or arrangement after the final venue setup is submitted (or if the setup is submitted late), the University reserves the right to charge the User a late fee of up to \$200.00 per day for each day beyond requested room set-up specifications and/or diagrams due date.

6. Time Charges

User's reservation must include the time needed (including time for User's vendors) for set-up and tear-down. If the User exceeds the time limits established in the Agreement, the User understands and agrees that the User will be billed for the additional rental time, rounded up to the next hour, at a rate established in the Agreement (the rate for extra-contractual time will be a minimum of 150% of the average hourly cost of the rental).

7. Late Housing Lists

The University reserves the right to charge the User a late fee of up to \$200.00 per day for each day beyond the FINAL rooming list due date until the User's rooming list is received by the University – outlined in HOUSING, Rooming List.

8. Lost Keys

Keys lost during the event or not returned during check-out or within eight (8) hours after check-out will be assessed a fee of \$75.00 each for residence hall/apartment keys. Master keys lost during the event or not returned during check-out or within eight (8) hours after check-out will be assessed a fee of \$750.00 each. There are NO exceptions to the return timeline.

9. Pool Passes

Pool passes are available at a cost per guest. Pool passes are valid for a seven (7) day period. The availability of pool passes is contingent upon the pool being open during the User's event and pool passes must be used during the posted hours for general usage. Any guest using the pool who is under the age of eighteen (18) years must be accompanied by a responsible adult who also has a pool pass.

10. Fitness Center Passes

Fitness Center passes are available at a cost per guest. Fitness Center passes are valid for a seven (7) day period. The availability of Fitness Center passes is contingent upon the Fitness Center being open during the User's event and Fitness Center passes must be used during the posted hours for general usage. Fitness Center usage is restricted to persons eighteen (18) years or older.

VII. TERMINATION / CANCELLATION

A. Termination of Agreement by the University

The University does not have the right unilaterally to cancel this Agreement or terminate its obligations under the Agreement absent a force majeure event.

B. Termination of Agreement by the User

User must give written notice of any event cancellation or termination of the Agreement. A cancellation that is received by the University more than ninety (90) days prior to the event date will result in a forfeiture of the deposit User made, together with any costs already incurred to outside vendors. A cancellation that is received by the University ninety (90) days or less before the event date will result in a forfeiture of the entire cost of the event as specified in the Agreement, together with any costs already incurred and agreed to by User. Rescheduling an event is considered the same as cancellation and is subject to the above policy.

VIII. INSURANCE

The University requires all non-university events to carry comprehensive general liability insurance. A certificate of insurance can be purchased through Campus Connexions, the University of Redlands' special event insurance partner: <https://redlands.campusconnexions.com/student-insurance/tenant-user-liability-insurance.html>. A certificate of insurance can also be obtained through an existing business or homeowner's insurance company. Most insurance companies will provide a rider policy for the day of the event for a nominal fee. This service works for events that are personal in nature - i.e. weddings, parties, anniversaries, graduation parties, etc.

Comprehensive General Liability insurance must list the University of Redlands, its trustees, officers, employees, representatives, and assigns as an additional insured on a primary and non-contributory basis, and must include a waiver of subrogation. A certificate of insurance should be issued by the carrier in the amount of \$1,000,000 for each occurrence and \$2,000,000 for general aggregate.

The certificate of liability insurance must be received by the University thirty (30) days from the Agreement date .

If in connection with this Agreement, User or guests of User will include persons under the age of eighteen (18), then the General Liability insurance policy must provide coverage for sexual misconduct (including by definition sexual molestation, abuse, and harassment) with limits of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Note: If the General Liability coverage has any sub-limits or exclusions inconsistent with the above that apply to coverage for sexual misconduct the Certificate of Insurance must define those limits or exclusions.

If the event includes the use of an automobile for the purposes of the activity, automobile insurance is required by the carrier in the amount of \$1,000,000 for each occurrence and \$2,000,000 for general aggregate.

If the client is bringing workers on campus for the event, workers comp is required at the state-mandated limits.

Each insurance policy shall be issued by an insurance company authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.

For subcontractor insurance requirements, see the Services or Equipment from Outside the University section of this Agreement.

IX. FORCE MAJEURE

If either party is delayed, interrupted or prevented from the performance of its contractual obligations by reason of an act of nature, fire, flood, war, public disaster, acts of terror, strikes or labor difficulties, governmental enactment, regulation or order, civil tumult, pandemic, epidemic, telecommunications failures, network or power failures or interruptions, or any other cause beyond its control, such party shall not be liable to the other therefore, except, however that the User shall remain liable for all non-cancelable costs paid and/or contracted by the University of Redlands before the event that occasioned the delay, interruption, or prevention. Non-cancelable costs are defined as third party costs for services already rendered or items already consumed.

X. MISCELLANEOUS

A. Animals

No animals of any kind may be brought into or kept in a University venue. Emotional Support Animals (ESAs) are also not permitted. Under Fair Housing Act/HUD guidelines, ESAs must be permitted in a qualifying individual's permanent residence. Because guests are staying in temporary housing on the University of Redlands campus, the University campus does not become a "residence" and thus ESAs are not permitted. Service animals that accomplish tasks for a disabled person are the only animals permitted on campus during events. Prior notification of the need of service animals is requested.

B. Bicycles

Bicycles may not be brought into or kept in residence halls. Ample parking for bicycles is available near each residence hall. The University is not responsible for the security of bicycles. Motorbikes are not permitted inside any building.

C. Cooking Appliances

Guests may not bring their own refrigerator or microwave. Guests may bring and use in their rooms, coffee makers with an automatic shut-off. Appliances which have an open coil or use hot oil are not allowed in residence halls.

D. Decorations

Users may only decorate the venue(s) reserved within this Agreement. Users may not attach tape, florist clay, tacks, screws, nails, or any other adhering device to any indoor or outdoor property at the University. Decorations may be attached by using reusable all-surface poster tack (painter's tape). User may not attach decorations to antique furniture, ceiling fixtures, windows, or doors. No items can be attached to or block vision of emergency exit signs. No items, including pictures, may be removed from walls or shelves in any area of the University. If directional signs are posted outdoors, they must be placed by the Conferences and Events office. Use of confetti, straw, bird seed, rice, silly string, powder, sparklers, glitter, or smoke machine is strictly prohibited.

No open flames of any kind may be used at outdoor events. Only votive candles and hurricane lamps are allowed in indoor venues. Users must place protective drip plates under candles.

Any decorations, flower arrangements, or additional items brought in by the User must be removed at the conclusion of the event. Failure of the User, their guests, or service providers to abide by the building and/or decorating policies may result in additional fees for damage or excessive cleaning.

E. Drugs

User and User's guests' involvement in the use, possession, distribution, or sale of illegal drugs or narcotics is strictly prohibited, including the use of medical marijuana whether a medical marijuana card is issued or not. Non-compliance by anyone associated with the User will result in immediate removal from the residence hall, and dismissal from participation in activities on University property. The University operates under a no-tolerance policy and will also report any instances of substance abuse, possession, or sale to local law enforcement for possible prosecution.

F. Elevators

Elevators exist in some University venues for the convenience of guests. Elevators must be used properly. Misuse may result in temporary loss of service and/or a service charge for repairs resulting from that misuse. Notify the University immediately if an elevator failure occurs.

G. Equipment

Equipment needed for gaming tables (billiards, table tennis, etc.) and outdoor courts (volleyball, basketball, etc.) must be supplied by User, not the University. This may include the volleyball nets.

H. Fire Safety

All University venues are equipped with fire safety systems. All attendees must evacuate the building immediately when the fire alarm sounds. Maps describing evacuation routes are posted within each venue. User should familiarize all attendees with these routes. Misuse or damage to fire safety equipment (sprinkler systems, smoke detectors, fire alarms, pull stations, fire extinguishers, and fire hoses) is strictly forbidden and will result in damage charges to the User and to prosecution.

I. Food Outside of the Irvine Commons

The University strongly discourages food and soft drinks in the residence halls, classrooms, and meeting venues that do not have kitchens. Food and sugar-filled sodas attract ants and cockroaches. The 100+ year old campus is located on the site of former citrus groves. There is a massive ant population which is immediately drawn to open food and soda containers. Crumbs also draw these insects from other areas. It is not unusual for ants to be found on the 3rd floor of dormitories and classrooms. The University sprays routinely for these pests. Your support and diligence in observing this regulation will help make your visit an enjoyable one.

J. Gambling

Gambling of any nature is strictly prohibited on University property.

K. Harassment

The University prohibits aggressive recruitment through proselytizing, selling, etc. to any persons on the University campus. External clients including conferences, meetings, or special events may not use aggressive tactics to engage students, staff, or faculty. Failure to abide by this policy will result in immediate removal from the campus. Additionally, illegal harassment based on protected characteristics is, of course, prohibited and grounds for immediate removal.

L. Internet

Requests for internet access for User and User's attendees while on campus must be submitted, in writing, to the University. Typically, internet access can be arranged without additional cost; internet access is not guaranteed. If internet access is essential for the event, such access must be specifically requested and arranged in advance at an additional cost. Failure to submit a request in advance may, on occasion, result in the inability to provide access to campus internet.

The campus wireless network is a common means for people to access internet services. Due to its over-the-air nature, wireless communications are vulnerable to intrusive attacks. The University accepts no responsibility for the safety of information downloaded by the User or any individual associated with the User. All downloads are done at User's own risk. User accepts full responsibility for the legality of all content downloaded by the User or User's attendees.

M. Language

The use of foul language and profanities is discouraged at all times. The University hosts many groups with diverse backgrounds. Courtesy towards others, both within the User's group and between the User's group and others is expected at all times.

N. Medical Emergency / Injury

In the event of a medical emergency or injury, call Public Safety at 909-748-8888 or 911

O. Minors (under the age of eighteen (18))

For groups with participants under the age of eighteen (18)

User hereby agrees and acknowledges that it has complied and will comply with applicable provisions of section INSURANCE regarding insurance for events with minors present or as participants, and with all applicable laws and regulations for the User's operations pertaining to the protection of minors, including but not limited to training for adult advisors, background checks, and reporting obligations for sexual or physical child abuse. By way of clarity and not by way of limitation, User's indemnification of university under section INDEMNIFICATION expressly applies to any breach of User's obligations under this provision.

P. Misconduct

The University reserves the right to evict any person or persons whose conduct is unacceptable by University standards.

Q. Packages

User will inform the University of Redlands of any materials being shipped to the campus in order to coordinate receipt of all packages. Fees may apply. Packages can be received Monday-Thursday 08:00 AM-04:30 PM and Friday 08:00 AM-11:00 AM. All shipping labels must have the following information, in addition to the designated mailing address for proper handling: User group and person's name, Attention: Conferences and Events.

Please check with the university before shipping packages to confirm that the correct shipping address is being used.

Do not send materials more than seven (7) days prior to the arrival date, as the University has limited storage space. Charges will be assessed for storing or moving these materials. Items received more than seven (7) days in advance of your event may be returned at the User's expense. Also, at the User's own expense, arrangements must be made for the return shipping of any surplus materials. The University reserves the right to discard any materials not removed within seven (7) days after your scheduled departure date. The University is not responsible for mislabeled packages, lost packages, or damages to items shipped, or left for pick-up to/at the University.

R. Personal Property

The University assumes no responsibility for loss, theft, or damage to personal property belonging to the User or to any of the User's guests. Guests who believe they have left personal effects behind may contact Public Safety or Conferences and Events.

While the University attempts to return personal effects to their proper owners, it cannot assume responsibility for any item found at a venue. To prevent loss, participants should reclaim their personal effects from the University as soon as possible. The University cannot hold items longer than fourteen (14) days after the last day of conference residency.

All shipping charges associated with the return of property to the User or a User attendee will be the responsibility of the individual. The University will not assume the cost of shipping any item back to its original owner/location.

S. Pool Etiquette/Safety Rules

The University pool is used by all faculty, staff, students and guests of the University. It is expected that all users are respectful and courteous at all times. Safety rules are clearly posted at the entrance. All rules must be followed at all times. Failure to follow established safety procedures will result in a cancellation of pool privileges with no refund of the pool pass fees.

T. Public Safety

For emergency situations, Public Safety is available 24 hours a day, 7 days a week, 365 days a year, and can be reached at 909-748-8888.

U. Publications and Sales

Before the User prints or distributes any publication or other material in which the University venues and/or services are mentioned, or in which any University venues are pictured, User must send a draft of such proposed publication to the University for written approval in order to ensure that University services and venues are properly represented.

The name "University of Redlands" as well as all University logos and trademarks are the sole property of the University. These may not be used without prior consent from the University.

Before the User or User's service providers attempt to sell any merchandise on University property, the User must first obtain written approval from the University.

V. Quiet Hours

Quiet hours in all shared-use venues are 09:00 PM-09:00 AM daily. Quiet hours in housing are 11:00 PM- 07:00 AM. Radios, televisions, stereos, and other such equipment must be operated so as not to disturb other guests. This is to be observed by all guests to ensure a peaceful and comfortable living and learning environment.

W. Smoking

The University is entirely non-smoking. User is responsible for making guests and service providers aware of and in compliance with the no smoking policy. Cleaning charges will be assessed if there is evidence of smoking in any venue.

X. University Rules and Policies

Any individual or organization renting venues at the University must abide by and conform with all applicable University rules, policies, and regulations. The User shall be responsible for making their guests, service providers (event planners, wedding coordinators, musicians, photographers, DJs, rental deliveries, etc.), and other concerned parties aware of and abide by University policies and regulations.

Y. Vehicles and Parking

Vehicles on University property are governed by the University's Department of Public Safety. User and User's attendees assume all responsibility for vehicles on University property. Under no circumstances is the University responsible for damage to any vehicle while located on University property. All parking is subject to guidelines established by the Department of Public Safety. Parking permits are not required, but all state, local, and campus parking laws/policies must be followed.

Z. Visitation

All non-resident visitors within a residence hall are required to be escorted at ALL times by a resident of that residence hall. University staff may require the User to request any participants or group of participants to leave the residence hall(s) and/or University property if regulations/procedures specified in this Agreement are violated.

AA. Weapons

The University and California Penal Code prohibit carrying or possession of weapons on University property. "Weapon" means any object designed to inflict a wound, cause injury, or incapacitate, including, but not limited to firearms, BB/pellet/air soft guns, paint guns, knives with blades 2.5 or more inches in length, dangerous chemicals such as mace, pepper spray, or tear gas, or any object prohibited by law.

BB. Windows

Window screens, where provided, are not to be removed for any reason. User will be charged for each window screen removed or damaged.

XI. EXTERNAL SERVICE PROVIDERS

User must notify Conferences and Events if an external vendor(s) is going to provide services for an event. User, or a representative of User, must be on the premises when external service providers are on campus and must be available to accept deliveries. All external service providers (rental companies, florists, musicians, etc.) that are contracted directly with User are the sole responsibility of the User. Service providers arranged by the University will be managed by the University. All service providers, regardless of how they are engaged, must provide a certificate of liability insurance as outlined in INSURANCE.

XII. INDEMNIFICATIONS

User hereby assumes all responsibility for the safety and welfare of guests during the event. No illegal activities of any kind are permitted on the University of Redlands campus.

User shall defend, indemnify and hold harmless the University, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of User, User's guests, or User's service providers, or Users breach of any provision of this Agreement.

User, if a charitable organization, association, corporation, entity or individual, having or claiming immunity or exemption (statutory or otherwise) from liability for damage or injury to property or person, hereby waives its right to plead defensively such immunity or exemption against the University.

XIII. COMPLIANCE WITH STATE AND LOCAL LAWS AND REGULATIONS

Individuals and/or organizations renting venues at the University shall comply with all laws – federal, state and local – including all ordinances of the City of Redlands. All rules, regulations, and requirements of the police and fire departments shall be observed.

If requested by the University, any permit, license or tax required for any activity shall be purchased/paid by the User and made available to the University. It is also the responsibility of the User to determine which laws and ordinances apply to the activity of the User and to ensure compliance with same. Should any violation be found to exist, User hereby assumes all responsibility for correcting or removing such violation.

XIV. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, the University and User agree first to attempt to work out their differences with each other in good faith. If the matter cannot be resolved through good faith efforts, the parties agree to submit the matter to binding arbitration as follows below. This Agreement is governed by the laws of the State of California, as applied to contracts made and to be performed in California.

Arbitration

All controversies, disputes or claims (including those based upon statute, tort or public policy and those brought against individuals or other entities) arising out of or relating to this Agreement, the services to be performed under it, or the breach thereof, shall be determined by arbitration in accordance with the procedures established below.

Arbitration must be initiated by a party providing the other party with a written demand to arbitrate and notice of selection of one arbitrator.

Within five (5) calendar days of receipt of the written demand to arbitrate, the second party shall select one arbitrator and give notice of its choice to the first party. The two arbitrators so selected shall be unrelated to and unaffiliated in any way with either of the parties. The two arbitrators so selected will together choose a third arbitrator within five (5) calendar days after the selection of the second. In the event that the two are unable to agree upon a third arbitrator, either party may petition the presiding judge of the San Bernardino County Superior Court, for the appointment of a third arbitrator.

Within five (5) calendar days after the selection or appointment of the third arbitrator, each party shall submit a proposed decision to the arbitrators with appropriate findings of fact and conclusions of law to support the proposed decision. A copy of the proposed decision shall be given to the other party and to all arbitrators.

Within seven (7) calendar days after the submission of the two proposed decisions, the arbitrators will hold a hearing at which the parties to the dispute may submit evidence and examine witnesses. The arbitrators, if necessary, may issue subpoenas upon the request of the parties to compel the testimony of third parties and the production of documents as provided in Section 1282.6 of the California Code of Civil Procedure. There shall be no pre-hearing discovery, except for the foregoing. Testimony shall be taken under oath and the parties may be represented by legal counsel.

The arbitrators, by majority decision, shall issue a written decision within five (5) calendar days after the conclusion of the hearing. The decision of the arbitrators shall be final and binding upon the parties and may be entered as a judgment in a court of competent jurisdiction. The arbitrators shall not have the authority to amend, modify or delete any provision of this Agreement.

The costs of the arbitrators shall be split equally between the parties. Each party shall bear its own cost of arbitration, including fees of its counsel.

XV. NON-DISCRIMINATION

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

XVI. ENFORCEMENT

The University's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement..

XVII. PREVAILING LANGUAGE

In the event that the language in this Agreement conflicts with any language in any other documents related to this Agreement, the language in this Agreement shall prevail.

XVIII. ENTIRE AGREEMENT

This Agreement, and its accompanying Addendums, constitute the entire agreement between the University and User with respect to its subject matter and may be amended only by written notification between both parties. Any and all other proposals, negotiations, promises, arrangements, or understandings, whether oral or written, made prior to this Agreement are hereby extinguished and considered null and void by both parties. University and User guarantee that, except as set forth in this Agreement, no representatives, warranties, or promises have been made to each other by their respective agents, representatives, or employees with respect to this Agreement. Neither User nor the University may assign their rights or obligations under this Agreement without the express written consent of the other party.

XVIII. FILM SHOOT

If the User videotapes, films, take digital images, still photography, or anything intended for motion pictures or other published media, the FILMING GUIDELINES, ADDENDUM TO AGREEMENT must be completed by the User, and its terms are incorporated by reference into this Agreement contract and binding on the User.

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Event Lease Agreement
**Redlands Emergency Services
Academy**

XIX. Mutual and Binding Agreement

This Agreement, when signed and dated below by the respective authorized representatives of University and User will be considered in force and legally binding on both parties. The User acknowledges reviewing and accepting the cancellation provisions. The person(s) signing this Agreement shall have the authority to bind their respective organizations and agree to the terms and conditions herein. The parties agree that the electronic signature, whether digital or encrypted, of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such parties to this Agreement

City of Redlands

Mario Saucedo, Mayor Council Member

Date

Printed Name

Jeanne Donaldson, City Clerk

Date

Printed Name

University of Redlands

Authorized Representative

Date

Event Coordinator:
Fusco, Terri
1200 E Colton Ave
Redlands CA 92374

terri_fusco@redlands.edu

University of Redlands Conferences and Events
1200 E. Colton Ave
PO Box 3080
Redlands, CA 92373

www.redlands.edu/events-services
events@redlands.edu
(909) 748 - 8116
Revised June 2025



Organization: City of Redlands
Client Contact: Povero, Dominick
Address: 1270 W. Park Avenue
Redlands CA 92373
Phone: (909) 557-6928
Email: dpovero@redlandspolice.org

University of Redlands Event Services
1200 East Colton Avenue
PO Box 3080
Redlands, CA 92373
www.redlands.edu/event-services
events@redlands.edu
(909) 748-8116

EVENT SERVICES AGREEMENT

This is an agreement by and between the University of Redlands, a California nonprofit educational corporation with multiple campuses in California (the "University") and **City of Redlands**, a municipal corporation and general law city, herein (the "User"). Essentially, the User is agreeing to rent space from, and utilize the services of, the University on the terms and conditions specified in this agreement (the "Agreement").

Agreement Issue Date: March 09, 2025

Agreement Expiration Date: April 16, 2025

To give the User time to review, consider, and finalize this Agreement, the University will reserve the event dates and event spaces that are the subject of this Agreement until the Agreement Expiration Date as a courtesy to the User. If the User has not returned the completed/executed Agreement, together with any required deposits and documents, the User understands that the University may release, and not hold, the dates and space.

Subject of this Agreement: RESA25 - Housing - 2025-ABPWMQ

RESERVATIONS

Wednesday, July 09, 2025

12:01 AM - 11:59 PM

Grossmont Hall (120)

07:00 AM - 08:30 AM

05:00 PM - 06:30 PM

Dinner at The Table

Expected Attendance:40

Thursday, July 10, 2025

12:01 AM - 11:59 PM

Grossmont Hall (120)

Thursday, July 10, 2025

07:00 AM - 08:30 AM

Expected Attendance:40

Breakfast at The Table

05:00 PM - 06:30 PM

Expected Attendance:40

Dinner at The Table

Friday, July 11, 2025

12:01 AM - 11:59 PM

Grossmont Hall (120)

07:00 AM - 08:30 AM

Expected Attendance:40

Breakfast at The Table

05:00 PM - 06:30 PM

Expected Attendance:40

Dinner at The Table

Saturday, July 12, 2025

12:01 AM - 11:59 PM

Grossmont Hall (120)

07:00 AM - 08:30 AM

Expected Attendance:40

Breakfast at The Table

05:00 PM - 06:30 PM

Sunday, July 13, 2025

12:01 AM - 11:59 PM

Grossmont Hall (120)

07:00 AM - 08:30 AM

Expected Attendance:40

Breakfast at The Table

05:00 PM - 06:30 PM

Expected Attendance:40

Dinner at The Table

Monday, July 14, 2025

12:01 AM - 11:59 PM

Grossmont Hall (120)

Monday, July 14, 2025

07:00 AM - 08:30 AM

Expected Attendance:40

Breakfast at The Table

05:00 PM - 06:30 PM

Expected Attendance:40

Dinner at The Table

Tuesday, July 15, 2025

12:01 AM - 11:59 PM

Grossmont Hall (120)

07:00 AM - 08:30 AM

Expected Attendance:40

Breakfast at The Table

05:00 PM - 06:30 PM

Expected Attendance:40

Dinner at The Table

08:00 PM - 11:00 PM

Orton Center

Wednesday, July 16, 2025

12:01 AM - 11:59 PM

Grossmont Hall (120)

07:00 AM - 08:30 AM

Expected Attendance:40

Breakfast at The Table

05:00 PM - 06:30 PM

05:00 PM - 09:00 PM

Orton Center

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FINANCIALS

	List Price	Adjustment		Sub Total for Jul 09 2025
Standard Breakfast (\$11.80 Plus tax)7/1	\$2,832.00			\$3,079.80
				\$3,079.80
	List Price	Adjustment		Sub Total for Jul 09 2025
Standard Dinner (\$14.44 plus tax) 7/1	\$3,465.60			\$3,768.84
				\$3,768.84
	List Price	Adjustment		Sub Total for Jul 16 2025
Orton Center	\$3,500.00	(100%)	Concession	\$.00
AV – Conference AV Base Package	\$100.00	(100%)	Concession	\$.00
				\$.00
	List Price	Adjustment		Sub Total for Jul 09 2025
Grossmont Hall (120)	\$37,800.00	(100%)	Concession	\$.00
Conference - Service Fee		\$1,085.00	\$155 x 7 days	\$1,085.00
				\$1,085.00
	List Price	Adjustment		Sub Total for Jul 15 2025
Orton Center	\$3,000.00	(100%)	Concession	\$.00
AV – Conference AV Base Package	\$100.00	(100%)	Concession	\$.00
				\$.00

TOTAL MINIMUM INITIAL PROJECTED AMOUNT: \$7,933.64

Non-Refundable Reservation Deposit (25%): \$1,983.41

Minimum Revenue Requirement (80%): \$6,346.91

Additional services and/or equipment may result in fees not outlined in the financials above, such as audio visual or rentals.

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I. RESERVATION

The University will reserve the venue(s), housing, food service plans, equipment, and services as outlined in this Agreement. User's reservation must include the time needed for pre-event preparations and post-event cleanup, including any time needed by User's external vendors. Should additional venues, housing, food service plans, equipment, or services be requested, the User must submit to the University a written request for the adjustment. Requests for additional reservations are not guaranteed, but will be accommodated when possible. If the University is able to accommodate the additional reservations an addendum to this Agreement will be issued.

A reservation becomes effective after (a) the Agreement is signed by both the University and the User and (b) the University has received a non-refundable reservation deposit in the amount of 25% of the total minimum initial projected amount specified in the Agreement.

II. VENUE(S)

The University has venues that may be available for rental throughout the year. Fees for venue rentals include only (a) use of the reserved venue during the reserved days/times and (b) existing tables and chairs available from the University's inventory and located in the venue. Other equipment and services may be arranged with additional costs, including audio visual equipment and/or services.

If the User wants the venue(s) set up in a particular way, the User must submit to Event Services a written request specifying the room set-up specifications and/or diagrams no less than twenty-one (21) days prior to the first day of guest arrival. Any set-up specifications submitted less than twenty-one (21) days prior to the first day of guest arrival can not be guaranteed.

Although it is rare, and the University seeks to avoid any changes, the University reserves the right to change specific venue assignments as necessary for University business. If a change becomes necessary, the University will move the event/function to a comparable and adequate venue on the University campus and will communicate any such changes to the User in a timely manner.

Although collaboration between the University and the User is expected, the University reserves the right to make the final decision concerning the suitability of holding a function outdoors or relocating to an indoor space due to inclement weather (including excessive heat and/or poor air quality), construction, or other unforeseen circumstances. In the event a function is moved, the University agrees to provide directions and assistance on the alternate location.

The University of Redlands strives to be inclusive of all individuals with disabilities and/or limited mobility of varying degrees on our campus. Despite our efforts to be inclusive, some buildings were built prior to the advent of modern building codes and accessibility standards. To provide access or reasonable accommodation for all individuals, it is imperative that the User submit to Event Services a written request specifying the accommodation specifications for attendees with special needs (including housing) no less than twenty-one (21) days prior to the first day of guests arrival. Strong pre-planning will allow us to create a program that meets the needs of your entire group with the venues that are available. Any accommodation requests submitted less than twenty-one (21) days prior to the first day of guest arrival can not be guaranteed.

III. HOUSING

When residence halls and/or apartments are included in a reservation, the following terms and conditions will apply.

A. Specific Residence Hall/Apartments

Although it is rare, and the University seeks to avoid any changes, the University reserves the right to change specific residence hall/apartment assignments as necessary for University business. If a change becomes necessary, the University will provide comparable residence hall/apartment space and will communicate any such changes to the User in a timely manner.

B. Check-In and Check-Out

Check-in and check-out times and locations must be arranged and approved by Event Services no less than twenty-one (21) days prior to the first day of guest arrival.

C. Rooming List

A FINAL rooming list of all guests must be submitted to Event Services no less than fourteen (14) days prior to the first day of guest arrival. The FINAL rooming list must include: each guest's first and last names and room assignment.

The University will provide hall charts and diagrams for the User to make room assignments. Room changes are handled by the User's conference registrar, event planner, or representative and must be reported to Event Services.

All rooming lists must be legible and include participants' first and last names.

The University may, in its sole discretion, reassign any guest within the residence halls/apartments to a comparable room. The User will not be charged for any room assignment initiated by the University unless it is due to guest behavior.

D. Safety Requirements

To meet fire codes and ensure personal safety, room capacities in the residence halls shall be limited to no more than the number of persons per established sleeping room, unless otherwise designated on floor plans provided by the University. Under no circumstances may attendees sleep on the floor of any residence hall or apartment.

E. Notice of Onsite Staff

Be advised the User may be placed in housing that has a student affairs professionals living in residence. Onsite staff members are trained mandated reporters and have undergone a background check.

F. Right of Entry

The University reserves the right to enter any housing provided to the User pursuant to this Agreement to inspect the premises for the purposes of maintaining health and safety, for reasonable maintenance inspection, for repair, or in any situation deemed by the University to be an emergency. Under no circumstances shall the University enter housing for any reason other than health, safety, maintenance and repair, emergency, or compliance with University policies without prior notification to the User. This includes vendors contracted by the University.

G. Quiet Hours

Quiet hours are 11:00 PM-07:00 AM. Radios, televisions, stereos, and other such equipment must be operated so as not to disturb. This is to be observed by all guests to ensure a peaceful and comfortable living environment.

H. After Hours

Any questions or services required after hours will be handled by the University's Public Safety Department. All calls for assistance should be made to Public Safety at 909-748-8888.

I. Linens

Linens are available to rent, per seven (7) day period. Each linen packet includes a pillow, two sheets, pillowcase, blanket, bath towel, and wash cloth. Linens must be ordered no less than fourteen (14) days prior to the first day of guest arrival and cannot be added after this date. Final pricing per packet will be outlined when linens are ordered, not when Agreement is signed.

J. Pillows

Pillows are available to rent, per seven (7) day period. Pillows must be ordered no less than fourteen (14) days prior to the first day of guest arrival and cannot be added after this date. Final pricing per pillow will be outlined when linens are ordered, not when Agreement is signed.

IV. FOOD SERVICE PLANS

When food service plans are included in a reservation, the following terms and conditions will apply.

A. Exclusive Provider

The University has an exclusive contract with Harvest Table Culinary Group ("Harvest Table") for all food and beverage services on the University's Redlands campus. No external food or beverages may be brought on the Redlands campus without prior written approval from Harvest Table and Event Services.

B. Regular Summer Dining Hours at The Table

Breakfast 07:00 AM- 08:30 AM, Lunch 11:30 AM- 01:00 PM, and Dinner 05:00 PM- 06:30 PM

User must submit FINAL MEAL TIMES for standard meal plans to Harvest Table no less than twenty-one (21) days prior to the first day of guest arrival.

C. Standard Meal Plans

Prices specified in the Agreement reflect the standard meal plans at The Table in The Irvine Commons ("The Table"). Meals at The Table are All-You-Care-To-Eat and must be consumed on the premises. If to-go options are needed, arrangements must be made with Harvest Table no less than ten (10) days prior to the first day of guest arrival.

Harvest Table needs a guarantee of fifty (50) guests to open The Table. If User is below fifty (50) guests there will be a surcharge on each meal. A surcharge will be determined based on User guest numbers, along with other potential users or diners eating during User's stay.

Meal passes will be supplied by the University to the User. If a meal pass is lost, Event Services must be notified immediately and a replacement fee will be incurred for each new pass.

D. Final Guarantee for Standard Meal Plans

User must submit a FINAL GUARANTEE for standard meal plans to Harvest Table no less than fourteen (14) days prior to the first day of guest arrival. User can have no more than three (3) different standard meal plan configurations. Numbers for standard meal plans may not be reduced once the FINAL GUARANTEE is received for any reason including, but not limited to, guests who do not show up and use their standard meal plan or additional meal events that change the number of guests using their standard meal plan. Should the User's numbers increase after the FINAL GUARANTEE has been given, requests can be made to Harvest Table up to seven (7) days prior to the first day of guest arrival, but adjustments are not guaranteed. Changes to guest counts cannot be made less than three (3) days prior to the first day of guest arrival.

E. Water Stations

A complementary water station, including to-go cups, will be available daily outside of the Irvine Commons.

If additional water stations are needed, arrangements, including any financial obligations, must be made directly between the User and Harvest Table no less than twenty-one (21) days prior to the first day of guest arrival.

F. Catering

Catering arrangements, including any financial obligations, must be made directly between the User and Harvest Table no less than twenty-one (21) days prior to the first day of guest arrival. The University is not involved in catering arrangements and does not accept responsibility for catering.

It is the responsibility of the User to notify the University as to which standard meals will be provided at The Table and which meals will be a Harvest Table catered event. User accepts all responsibility for guaranteed numbers given for either meal cards or catered events.

G. Alcoholic Beverages

The possession or consumption of alcoholic beverages by anyone under the age of twenty-one (21) is

prohibited by California law.

Harvest Table Culinary Group (Harvest Table) is the only organization that is permitted to bring to or have alcohol available for an event at the University. Harvest Table carries the appropriate liquor licenses and requires state regulated training for bartenders and wait staff that handle alcohol. Harvest Table requires a minimum of thirty (30) days advanced notice of a bar/alcohol request.

In order to serve alcohol at an outdoor venue, perimeter fencing must be provided at the User's expense. The perimeter fence must be diagrammed by Event Services and submitted to Harvest Table for approval a minimum of thirty (30) days prior to the event date. Once the diagram is approved, changes cannot be made.

Should the University or Harvest Table determine any User or User's guest has brought any type of alcohol onto the premises without prior written approval, or allows any minor to consume any alcoholic beverage, the university or Harvest Table reserves the right to close the bar immediately and/or terminate the function entirely at the User's expense. User shall be responsible for providing transportation for the safety and well-being of all guests. In addition, the User will be responsible for all fines, loss of business, assessments, and liability of any nature as a result of the above.

Alcohol is not permitted in the residence halls. Violation of this Agreement may result in the immediate removal of the guests from the residence hall at the University's sole discretion.

V. ADDITIONAL SERVICES AND/OR EQUIPMENT

Sometimes Users arrange for additional services or equipment from the University that are not included in the venue rental rates. Common services or equipment include audio-visual services or equipment, IT services, printing services, or use of the University's Outdoor Programs equipment. Additional services and equipment must be specifically arranged and agreed upon.

VI. FINANCIAL TERMS AND CONDITIONS

The following financial terms and conditions apply to this Agreement.

A. Minimum Revenue Requirement

User will be billed a Minimum Revenue Requirement which is determined by adding the total dollar values of the Venues, Housing, Food Service, and other billable expenses which equal the Total Minimum Initial Projected Amount, and multiplying this figure by 80%.

User understands and fully accepts the Minimum Revenue Requirement due to the University no matter the actual number of guests or spaces and equipment used. Final invoices will be calculated based on the criteria detailed below, and will be whichever is greatest of the following:

1. The Minimum Revenue Requirement, plus Additional Charges as outlined below. Under no circumstances with the User be charged less the Minimum Revenue Requirement.
2. The final requested room set-up specifications and/or diagrams of all needed venues (submitted twenty-one (21) days prior to the first day of guest arrival), the final rooming list of all guests (submitted fourteen (14) days prior to the first day of guest arrival), and the final guarantee for standard meal plans (submitted twenty-one (21) days prior to the first day of guest arrival) if greater than actual numbers, plus Additional Charges as outlined below.
3. The actual number of guests, venues, housing, and food service plans if higher than final guarantees, plus Additional Charges as outlined below.

B. Service Fee

The User understands and agrees that the University adds a service fee of five percent (5%) to the final billable amount for all events.

C. Payment

Payment may be made by check, credit card or wire.

Checks should be made payable to "University of Redlands" and sent to the following address:

University of Redlands
Event Services Department
1200 East Colton Avenue
Redlands, CA 92373

A \$25.00 fee will be assessed for returned checks.

For payments less than \$25,000, the University accepts payment by credit card.

For Payments more than \$25,000, the University prefers wire payment, which can be coordinated with Events Services.

General questions regarding billing should be addressed with Event Services.

D. Deposit Payment

The reservation that is the subject of this Agreement becomes effective when both the Agreement is fully executed and when the University receives payment a deposit (see above). Deposits are non-refundable.

The deposit will be applied to the User's full invoice or to any cancellation fee that may apply.

E. Payment Schedule

Following the conclusion of the event, the University will mail to the User a final invoice that captures any unpaid balances/amounts and any charges incurred during the event as provided for in this Agreement.

The User agrees to pay any invoice within thirty (30) days after receipt of the invoice. Failure to pay the balance due as stated on the invoice within thirty (30) days of the invoice date will result in late fees being charged at a rate of 5% every fourteen (14) days.

The User specifically agrees to be responsible for any and all charges levied consistent with this Agreement, including but not limited to late fees.

F. Additional Charges

1. Damages

The User is responsible for all damages caused by User, User's guests/attendees, and/or User's service providers. Reasonable wear and tear is not considered to be "damages." Should damages occur, the University will provide as much detailed information concerning the location of damages and, if possible, the date and time they occurred (or were discovered) along with a photograph. All decisions regarding damages are unilaterally made by the University which is under an obligation to exercise that discretion in a reasonable manner. The User agrees to respect the University's unilateral judgments about damages.

2. Cleaning

Each User (and User's service providers) will be responsible for general cleanup. All decorations must be removed prior to departure. All trash must be placed in the trash receptacles in or near the contracted venue(s). Any glass breakage is to be swept up and removed from the premises. Any plates, bottles, or linens on lawns are to be picked-up. Rental items from service providers must be removed upon departure. No rental items are to be left on University property overnight. A minimum charge of \$300.00 will be assessed to the User for rental items left by User or service providers in any venue or University location. The University is not responsible for the delivery, storage, or protection of any property, items, or material goods left in the venue or on University property.

The standard rental of any venue on campus includes a basic "light-cleaning" (which includes vacuuming venue and sanitizing of bathrooms), both before and after the event. No additional fees will be charged for this basic cleaning as it is included in the rental fee. Cleaning that is required that goes beyond light cleaning will be billed to the User at the hourly cleaning rate then in effect. All decisions regarding the necessity of cleaning are unilaterally made by the University which is under an

obligation to exercise that discretion in a reasonable manner. The User agrees to respect the University's unilateral judgments about cleaning.

3. Services or Equipment from the University

Services or Equipment ordered through the University including, but not limited to, Audio-Visual Services or Equipment, IT Services, Printing Services, and Outdoor Programs equipment will incur additional charges.

4. Services or Equipment from Outside the University

Sometimes Users need services or equipment that are not available from the University. User accepts financial responsibility for any and all services or equipment rentals obtained from providers outside the University whether the User arranges for these services or equipment directly or whether the services or equipment are arranged by the University on behalf of the User as a courtesy (and at the User's direction).

User shall ensure that all such entities or vendors that it retains directly maintain insurance that complies with all requirements stated in the INSURANCE section of this Agreement.

5. Room Setup Changes or Late Submissions

Rental fees include University setup and take down service for the existing tables and chairs based on University inventory limits for the reserved venues. If the User changes the setup or arrangement after the final venue setup is submitted (or if the setup is submitted late), the University reserves the right to charge the User a late fee of up to \$200.00 per day for each day beyond requested room set-up specifications and/or diagrams due date.

6. Time Charges

User's reservation must include the time needed (including time for User's vendors) for set-up and tear-down. If the User exceeds the time limits established in the Agreement, the User understands and agrees that the User will be billed for the additional rental time, rounded up to the next hour, at a rate established in the Agreement (the rate for extra-contractual time will be a minimum of 150% of the average hourly cost of the rental).

7. Late Housing Lists

The University reserves the right to charge the User a late fee of up to \$200.00 per day for each day beyond the FINAL rooming list due date until the User's rooming list is received by the University - outlined in HOUSING, Rooming List.

8. Lost Keys

Keys lost during the event or not returned during check-out or within eight (8) hours after check-out will be assessed a fee of \$75.00 each for residence hall/apartment keys. Master keys lost during the event or not returned during check-out or within eight (8) hours after check-out will be assessed a fee of \$750.00 each. There are NO exceptions to the return timeline.

9. Pool Passes

Pool passes are available at a cost per guest. Pool passes are valid for a seven (7) day period. The availability of pool passes is contingent upon the pool being open during the User's event and pool passes must be used during the posted hours for general usage. Any guest using the pool who is under the age of eighteen (18) years must be accompanied by a responsible adult who also has a pool pass.

10. Fitness Center Passes

Fitness Center passes are available at a cost per guest. Fitness Center passes are valid for a seven (7) day period. The availability of Fitness Center passes is contingent upon the Fitness Center being open during the User's event and Fitness Center passes must be used during the posted hours for general usage. Fitness Center usage is restricted to persons eighteen (18) years or older

VII. TERMINATION/CANCELLATION

A. Termination of Agreement by the University

The University does not have the right unilaterally to cancel this Agreement or terminate its obligations under the Agreement absent a force majeure event.

B. Termination of Agreement by the User

User must give written notice of any event cancellation or termination of the Agreement. A cancellation that is received by the University more than ninety (90) days prior to the event date will result in a forfeiture of the deposit User made, together with any costs already incurred to outside vendors. A cancellation that is received by the University ninety (90) days or less before the event date will result in a forfeiture of the entire cost of the event as specified in the Agreement, together with any costs already incurred and agreed to by User. Rescheduling an event is considered the same as cancellation and is subject to the above policy.

VIII. INSURANCE

The University requires all non-university events and users to carry either self-insure or carry comprehensive general liability insurance. A certificate of insurance can be purchased through Campus Connexions, the University of Redlands' special event insurance partner: <https://redlands.campusconnexions.com/student-insurance/tenant-user-liability-insurance.html>. A certificate of insurance can also be obtained through an existing business or homeowner's insurance company. Most insurance companies will provide a rider policy for the day of the event for a nominal fee. This service works for events that are personal in nature - i.e. weddings, parties, anniversaries, graduation parties, etc. Comprehensive General Liability insurance must list the University of Redlands, its trustees, officers, employees, representatives, and assigns as an additional insured on a primary and non-contributory basis, and must include a waiver of subrogation. A certificate of insurance should be issued by the carrier in the amount of \$1,000,000 for each occurrence and \$2,000,000 for general aggregate. **The certificate of liability insurance must be received by the University thirty (30) days from the Agreement date.**

If in connection with this Agreement, User or guests of User will include persons under the age of eighteen (18), then the General Liability insurance policy must provide coverage for sexual misconduct (including by definition sexual molestation, abuse, and harassment) with limits of no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. Note: If the General Liability coverage has any sub-limits or exclusions inconsistent with the above that apply to coverage for sexual misconduct the Certificate of Insurance must define those limits or exclusions. If the event includes the use of an automobile for the purposes of the activity, automobile insurance is required by the carrier in the amount of \$1,000,000 for each occurrence and \$2,000,000 for general aggregate.

If the client is bringing workers on campus for the event, workers comp is required at the state-mandated limits.

Each insurance policy shall be issued by an insurance company authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.

For subcontractor insurance requirements, see the Services or Equipment from Outside the University section of this Agreement.

VIX. FORCE MAJEURE

If either party is delayed, interrupted or prevented from the performance of its contractual obligations by reason of an act of nature, fire, flood, war, public disaster, acts of terror, strikes or labor difficulties, governmental enactment, regulation or order, civil tumult, pandemic, epidemic, telecommunications failures, network or power failures or interruptions, or any other cause beyond its control, such party shall not be liable to the other therefore, except, however that the User shall remain liable for all non-cancelable costs paid and/or contracted by the University of Redlands before the event that occasioned the delay, interruption, or prevention. Non-cancelable costs are defined as third party costs for services already rendered or items already consumed.

X. MISCELLANEOUS**A. Animals**

No animals of any kind may be brought into or kept in a University venue. Emotional Support Animals (ESAs) are also not permitted. Under Fair Housing Act/HUD guidelines, ESAs must be permitted in a qualifying individual's permanent residence. Because guests are staying in temporary housing on the University of Redlands campus, the University campus does not become a "residence" and thus ESAs are not permitted. Service animals that accomplish tasks for a disabled person are the only animals permitted on campus during events. Prior notification of the need of service animals is requested.

B. Bicycles

Bicycles may not be brought into or kept in residence halls. Ample parking for bicycles is available near each residence hall. The University is not responsible for the security of bicycles. Motorbikes are not permitted inside any building.

C. Cooking Appliances

Guests may not bring their own refrigerator or microwave. Guests may bring and use in their rooms, coffee makers with an automatic shut-off. Appliances which have an open coil or use hot oil are not allowed in residence halls.

D. Decorations

Users may only decorate the venue(s) reserved within this Agreement. Users may not attach tape, florist clay, tacks, screws, nails, or any other adhering device to any indoor or outdoor property at the University. Decorations may be attached by using reusable all surface poster tack (painter's tape). User may not attach decorations to antique furniture, ceiling fixtures, windows, or doors. No items can be attached to or block vision of emergency exit signs. No items, including pictures, may be removed from walls or shelves in any area of the University. If directional signs are posted outdoors, they must be placed by the Event Services office. Use of confetti, straw, bird seed, rice, silly string, powder, sparklers, glitter, or smoke machine is strictly prohibited.

No open flames of any kind may be used at outdoor events. Only votive candles and hurricane lamps are allowed in indoor venues. Users must place protective drip plates under candles.

Any decorations, flower arrangements, or additional items brought in by the User must be removed at the conclusion of the event. Failure of the User, their guests, or service providers to abide by the building and/or decorating policies may result in additional fees for damage or excessive cleaning.

E. Drugs

User and User's guests' involvement in the use, possession, distribution, or sale of illegal drugs or narcotics is strictly prohibited, including the use of medical marijuana whether a medical marijuana card is issued or not. Non-compliance by anyone associated with the User will result in immediate removal from the residence hall, and dismissal from participation in activities on University property. The University operates under a no tolerance policy and will also report any instances of substance abuse, possession, or sale to local law enforcement for possible prosecution.

F. Elevators

Elevators exist in some University venues for the convenience of guests. Elevators must be used properly. Misuse may result in temporary loss of service and/or a service charge for repairs resulting from that misuse. Notify the University immediately if an elevator failure occurs.

G. Equipment

Equipment needed for gaming tables (billiards, table tennis, etc.) and outdoor courts (volleyball, basketball, etc.) must be supplied by User, not the University. This may include the volleyball nets.

H. Fire Safety

All University venues are equipped with fire safety systems. All attendees must evacuate the building

immediately when the fire alarm sounds. Maps describing evacuation routes are posted within each venue. User should familiarize all attendees with these routes. Misuse or damage to fire safety equipment (sprinkler systems, smoke detectors, fire alarms, pull stations, fire extinguishers, and fire hoses) is strictly forbidden and will result in damage charges to the User and to prosecution.

I. Food Outside of the Irvine Commons

The University strongly discourages food and soft drinks in the dormitories, classrooms, and meeting venues that do not have kitchens. Food and sugar-filled sodas attract ants and cockroaches. The 100+ year old campus is located on the site of former citrus groves. There is a massive ant population which is immediately drawn to open food and soda containers. Crumbs also draw these insects from other areas. It is not unusual for ants to be found on the 3rd floor of dormitories and classrooms. The University sprays routinely for these pests. Your support and diligence in observing this regulation will help make your visit an enjoyable one.

J. Gambling

Gambling of any nature is strictly prohibited on University property.

K. Harassment

The University prohibits aggressive recruitment through proselytizing, selling, etc. to any persons on the University campus. External clients including conferences, meetings, or special events may not use aggressive tactics to engage students, staff, or faculty. Failure to abide by this policy will result in immediate removal from the campus. Additionally, illegal harassment based on protected characteristics also is, of course, prohibited and grounds for immediate removal.

L. Internet

Requests for internet access for User and User's attendees while on campus must be submitted, in writing, to the University. Typically, internet access can be arranged without additional cost; internet access is not guaranteed. If internet access is essential for the event, such access must be specifically requested and arranged in advance at an additional cost. Failure to submit a request in advance may, on occasion, result in inability to provide access to campus internet.

Internet access is also available on campus computers, including in Computer Labs and the Library during hours when available to the public. Children under the age of eighteen (18) may not be left in any computer lab without supervision.

The campus wireless network is a common means for people to access internet services. Due to its over-the-air nature, wireless communications are vulnerable to intrusive attacks. The University accepts no responsibility for the safety of information downloaded by the User or any individual associated with the User. All downloads are done at User's own risk. User accepts full responsibility for the legality of all content downloaded by the User or User's attendees.

M. Language

The use of foul language and profanities is discouraged at all times. The University hosts many groups with diverse backgrounds. Courtesy towards others, both within the User's group and between the User's group and others is expected at all times.

N. Medical Emergency / Injury

In the event of a medical emergency or injury, call Public Safety at 909-748-8888 or 911

O. Minors (under the age of eighteen (18))

For groups whose participants are under the age of eighteen (18)

User hereby agrees and acknowledges that it has complied and will comply with applicable provisions of section INSURANCE regarding insurance for events with minors present or as participants, and with all applicable laws and regulations for the User's operations pertaining to the protection of minors, including but not limited to training for adult advisors, background checks, and reporting obligations for sexual or physical child abuse. By way of clarity and not by way of limitation, User's indemnification of university

under section INDEMNIFICATION expressly applies to any breach of User's obligations under this provision.

P. Misconduct

The University reserves the right to evict any person or persons whose conduct is unacceptable by University standards.

Q. Packages

User will inform the University of Redlands of any materials being shipped to the campus in order to coordinate receipt of all packages. Fees may apply. Packages can be received Monday-Thursday 08:00 AM-04:30 PM and Friday 08:00 AM-11:00 AM. All shipping labels must have the following information, in addition to the designated mailing address for proper handling: User group and person's name, Attention: Event Services.

Please check with the university before shipping packages to confirm that the correct shipping address is being used.

Do not send materials more than seven (7) days prior to the arrival date, as the University has limited storage space. Charges will be assessed for storing or moving these materials. Items received more than seven (7) days in advance of your event may be returned at the User's expense. Also, at the User's own expense, arrangements must be made for the return shipping of any surplus materials. The University reserves the right to discard any materials not removed within seven (7) days after your scheduled departure date. The University is not responsible for mislabeled packages, lost packages, or damages to items shipped, or left for pick-up to/at the University.

R. Personal Property

The University assumes no responsibility for loss, theft, or damage to personal property belonging to the User or to any of the User's guests. Guests who believe they have left personal effects behind may contact Public Safety or Event Services

While the University attempts to return personal effects to their proper owners, it cannot assume responsibility for any item found at a venue. To prevent loss, participants should reclaim their personal effects from the University as soon as possible. The University cannot hold items longer than fourteen (14) days after the last day of conference residency.

All shipping charges associated with the return of property to the User or a User attendee will be the responsibility of the individual. The University will not assume the cost of shipping any item back to its original owner/location.

S. Pool Etiquette/Safety Rules

The University pool is used by all faculty, staff, students and guests of the University. It is expected that all users are respectful and courteous at all times. Safety rules are clearly posted at the entrance. All rules must be followed at all times. Failure to follow established safety procedures will result in a cancellation of pool privileges with no refund of the pool pass fees.

T. Public Safety

For emergency situations, Public Safety is available 24 hours a day, 7 days a week, 365 days a year, and can be reached at 909-748-8888.

U. Publications and Sales

Before the User prints or distributes any publication or other material in which the University venues and/or services are mentioned, or in which any University venues are pictured, User must send a draft of such proposed publication to the University for written approval in order to ensure that University services and venues are properly represented.

The name "University of Redlands" as well as all University logos and trademarks are the sole property of the University. These may not be used without prior consent from the University.

Before the User or User's service providers attempt to sell any merchandise on University property, the

User must first obtain written approval from the University.

V. Quiet Hours

Quiet hours in all shared-use venues are 09:00 PM-09:00 AM daily. Quiet hours in housing are 11:00 PM-07:00 AM. Radios, televisions, stereos, and other such equipment must be operated so as not to disturb other guests. This is to be observed by all guests to ensure a peaceful and comfortable living and learning environment.

W. Smoking

The University is entirely non-smoking. User is responsible for making guests and service providers aware of and in compliance with the no smoking policy. Cleaning charges will be assessed if there is evidence of smoking in any venue.

X. University Rules and Policies

Any individual or organization renting venues at the University must abide by and conform with all applicable University rules, policies, and regulations. The User shall be responsible to make guests, their service providers (event planners, wedding coordinators, musicians, photographers, DJs, rental deliveries, etc.), and other concerned parties aware of and abide by University policies and regulations.

Y. Vehicles and Parking

Vehicles on University property are governed by the University's Department of Public Safety. User and User's attendees assume all responsibility for vehicles on University property. Under no circumstances is the University responsible for damage to any vehicle while located on University property. All parking is subject to guidelines established by the Department of Public Safety. Parking permits are not required, but all state, local, and campus parking laws/policies must be followed.

Z. Visitation

All non-resident visitors within a residence hall are required to be escorted at ALL times by a resident of that residence hall. University staff may require the User to request any participants or group of participants to leave the residence hall(s) and/or University property if regulations/procedures specified in this Agreement are violated.

AA. Weapons

The University and California Penal Code prohibit carrying or possession of weapons on University property. "Weapon" means any object designed to inflict a wound, cause injury, or incapacitate, including, but not limited to firearms, BB/pellet/air soft guns, paint guns, knives with blades 2.5 or more inches in length, dangerous chemicals such as mace, pepper spray, or tear gas, or any object prohibited by law.

BB. Windows

Window screens, where provided, are not to be removed for any reason. User will be charged for each window screen removed or damaged.

XI. EXTERNAL SERVICE PROVIDERS

User, or a representative of User, must be on the premises when external service providers are on campus and must be available to accept deliveries. All external service providers (rental companies, florists, musicians, etc.) that are contracted directly with User are the sole responsibility of the User. Service providers arranged by the University will be managed by the University. All service providers, regardless of how they are engaged, must provide a certificate of liability insurance as outlined in INSURANCE.

XII. INDEMNIFICATIONS

User hereby assumes all responsibility for the safety and welfare of guests during the event. No illegal activities of any kind are permitted on the University of Redlands campus.

User shall defend, indemnify and hold harmless the University, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such

liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of User, User's guests, or User's service providers, or Users breach of any provision of this Agreement.

User, if a charitable organization, association, corporation, entity or individual, having or claiming immunity or exemption (statutory or otherwise) from liability for damage or injury to property or person, hereby waives its right to plead defensively such immunity or exemption against the University.

XIII. COMPLIANCE WITH STATE AND LOCAL LAWS AND REGULATIONS

Individuals and/or organizations renting venues at the University shall comply with all laws – federal, state and local – including all ordinances of the City of Redlands. All rules, regulations, and requirements of the police and fire departments shall be observed.

If requested by the University, any permit, license or tax required for any activity shall be purchased/paid by the User and made available to the University. It is also the responsibility of the User to determine which laws and ordinances apply to the activity of the User and to ensure compliance with same. Should any violation be found to exist, User hereby assumes all responsibility for correcting or removing such violation.

XIV. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, the University and User agree first to attempt to work out their differences with each other in good faith. If the matter cannot be resolved through good faith efforts, the parties agree to submit the matter to binding arbitration as follows below. This Agreement is governed by the laws of the State of California, as applied to contracts made and to be performed in California.

Arbitration

All controversies, disputes or claims (including those based upon statute, tort or public policy and those brought against individuals or other entities) arising out of or relating to this Agreement, the services to be performed under it, or the breach thereof, shall be determined by arbitration in accordance with the procedures established below.

Arbitration must be initiated by a party providing the other party with a written demand to arbitrate and notice of selection of one arbitrator.

Within five (5) calendar days of receipt of the written demand to arbitrate, the second party shall select one arbitrator and give notice of its choice to the first party. The two arbitrators so selected shall be unrelated to and unaffiliated in any way with either of the parties. The two arbitrators so selected will together choose a third arbitrator within five (5) calendar days after the selection of the second. In the event that the two are unable to agree upon a third arbitrator, either party may petition the presiding judge of the San Bernardino County Superior Court, for the appointment of a third arbitrator.

Within five (5) calendar days after the selection or appointment of the third arbitrator, each party shall submit a proposed decision to the arbitrators with appropriate findings of fact and conclusions of law to support the proposed decision. A copy of the proposed decision shall be given to the other party and to all arbitrators.

Within seven (7) calendar days after the submission of the two proposed decisions, the arbitrators will hold a hearing at which the parties to the dispute may submit evidence and examine witnesses. The arbitrators, if necessary, may issue subpoenas upon the request of the parties to compel the testimony of third parties and the production of documents as provided in Section 1282.6 of the California Code of Civil Procedure. There shall be no pre-hearing discovery, except for the foregoing. Testimony shall be taken under oath and the parties may be represented by legal counsel.

The arbitrators, by majority decision, shall issue a written decision within five (5) calendar days after the conclusion of the hearing. The decision of the arbitrators shall be final and binding upon the parties and may be entered as a judgment in a court of competent jurisdiction. The arbitrators shall not have the authority to amend, modify or delete any provision of this Agreement.

The costs of the arbitrators shall be split equally between the parties. Each party shall bear its own cost of arbitration, including fees of its counsel.

XV. NON-DISCRIMINATION

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

XVI. ENFORCEMENT

The University's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

XVII. PREVAILING LANGUAGE

In the event that the language in this Agreement conflicts with any language in any other documents related to this Agreement, the language in this Agreement shall prevail.

XVIII. ENTIRE AGREEMENT

This Agreement, and its accompanying Addendums, constitute the entire agreement between the University and User with respect to its subject matter and may be amended only by written notification between both parties. Any and all other proposals, negotiations, promises, arrangements, or understandings, whether oral or written, made prior to this Agreement are hereby extinguished and considered null and void by both parties. University and User guarantee that, except as set forth in this Agreement, no representatives, warranties, or promises have been made to each other by their respective agents, representatives, or employees with respect to this Agreement. Neither User nor the University may assign their rights or obligations under this Agreement without the express written consent of the other party

XIX. FILM SHOOT


If the User videotapes, films, take digital images, still photography, or anything intended for motion pictures or other published media, the FILMING GUIDELINES, ADDENDUM TO AGREEMENT must be completed by the User, and its terms are incorporated by reference into this Agreement contract and binding on the User.

This space intentionally left blank.

XX. Mutual and Binding Agreement

This Agreement, when signed and dated below by the respective authorized representatives of University and User will be considered in force and legally binding on both parties. The User acknowledges reviewing and accepting the cancellation provisions. The person(s) signing this Agreement shall have the authority to bind their respective organizations and agree to the terms and conditions herein. The parties agree that the electronic signature, whether digital or encrypted, of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such parties to this Agreement.

City of Redlands



Signature

Mario Saucedo, Mayor

Date

Attest:



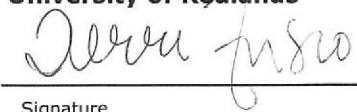
Signature

Jeanne Donaldson, City Clerk

5-20-25

Date

University of Redlands



Signature

Terri Fusco

Terri Fusco, Senior Director

5.2.25

Date

University of Redlands Event Services
1200 E. Colton Ave
PO Box 3080
Redlands, CA 92373

www.redlands.edu/event-services
events@redlands.edu
(909) 748-8116

Revised January 2023



City Council

AGENDA ITEM NO. 18.

DATE: May 19, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Second Amendment to the agreement with the Counseling Team International and a purchase order modification in the amount of \$20,000 for Redlands Police Department (Police Chief Tolber)

MOTION:

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

I move to approve a Second Amendment to the agreement and a purchase order modification in the amount of \$20,000 with The Counseling Team International.

RECOMMENDATION:

Staff recommends City Council approve the Second Amendment and authorize staff to execute the modification of an existing purchase order in the amount of \$20,000 with The Counseling Team International.

DISCUSSION:

On February 4, 2025, the City approved the first amendment to its agreement with The Counseling Team International (TCTI) to include additional services for the Redlands Police Department ("RPD") related to mental health wellness checks. RPD utilized an existing contract through the Human Resources Department (HR) with TCTI to implement these services. RPD is now requesting an increase of \$20,000 to the current purchase order bringing the total to \$53,400 to continue providing services for its police officers and professional staff during the third year of the contract. The additional cost will be funded through the RPD's current budget.

ALTERNATIVES:

City Council may decide not to approve the Second Amendment and modification to the purchase order.

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

James Garland, Interim Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Jimmy Nguyen, Management Analyst

FISCAL IMPACT

Fiscal Year: FY25-26

Revenue Generating: No

Amount: \$20,000

Budgeted Y/N: Y

Account No.: 101202

Additional Appropriation Required: No

Discussion:

There is no fiscal impact associated with this action. Sufficient funding remains in the FY25-26 RPD's Support Services account.

Attachments

[Second_Amendment_w_TCTI.pdf](#)

[First_Amendment.pdf](#)

[TCTI_Original_Agreement.pdf](#)

[TCTI_Purchase_Order_-_22550044.pdf](#)

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment (“Second Amendment”) to the agreement for the provision of Employee Assistance Program services (“Agreement”), dated September 5, 2023, by and between the City of Redlands, a municipal corporation and a general law city (“City”), and Nancy K. Bohl, Inc. dba The Counseling Team International (“Consultant”), is made and entered into this 19th day of May, 2026.

RECITALS

WHEREAS, it is the desire of City and Consultant to amend their existing Agreement to increase Consultant’s compensation by \$20,000 in year three.

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, entitled “Payments To Consultant,” subsection 5.1 of the Agreement, is hereby amended to read as follows:

“5.1 The total annual compensation for Consultant’s performance of the Services shall not exceed the amount of Thirty-Four Thousand Eight Hundred dollars (\$34,800) in year one, the total annual compensation for year two will increase by \$25,000 providing a total amount of sixty-one thousand five hundred forty dollars (\$61,540) which will be covered by RPD’s BSCC Officer Wellness and Mental Health grant program and the total annual compensation for year three will increase by \$20,000 providing a total amount of fifty-eight thousand four hundred dollars (\$58,400) in year three, and 5% increase if services are sustained for year 4 and 5. City shall pay Consultant on a time and materials basis up to the not-to-exceed amount in accordance with Exhibit “B,” titled (“Fee Schedule”) which is attached hereto and incorporated herein by reference.”

Section 2. Exhibit “B” of the Agreement, titled “Fee Schedule,” is hereby amended to the additional cost as set forth in Attachment 1.

Section 3. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

[See next page for Signatures]

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of May 19, 2026.

CITY OF REDLANDS

NANCY K. BOHL, INC. dba THE
COUNSELING TEAM INTERNATIONAL

By: _____
Mario Saucedo, Mayor

By: _____
Julie Casto Koot, Executive Director

ATTEST:

By: _____
Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT "B"

FEE SCHEDULE

COST PAGE YEAR 1

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

A. Short- term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.

1. Up to ten (10) sessions of assessment and referral/ short term counseling per family (employee and his/ her dependents), per incident, per calendar year for city safety officers.

2. Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.

B. Supervisor Referrals/ Consultations —provide consultations with supervisors regarding problem safety employees and/ or any aspect of the Employee Assistance Program.

C. Follow-up Sessions - for safety employees involved in Critical Incidents.

D. Orientation - TCTI will conduct an initial orientation for command staff and/ or peer support to explain the Employee Assistance Program (RAP).

E. Health Fair - TCTI will attend one health fair a year.

F. Brown Bag Seminar - TCII will conduct Twelve (12) Sixty (60) Monte seminars annually.

All benefits and services above will NOT EXCEED the annual amount of \$34,800.00. This will be billed at the rate of \$2, 900.00 per month.

Additional services not included in the annual amount.

A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/ 7/ 365 On-call Critical Incident Stress Management services at the reduced rate of \$275.00 per hour port to port.

B. Training — provide a wide variety of training classes at the reduced rate of \$225.00 per hour port to port.

COST PAGE YEAR 2

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

- A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.
 - 1. Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.
 - 2. Up to four hundred (406) special purpose counseling sessions to be allocated over the three (3) life of the contract as formal or informal manager referrals.

B Supervisor Referrals/Consultations — provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance program.

C. Follow-up sessions - for safety employees involved in Critical Incidents.

D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).

E. Health Fair - TCTI will attend one health fair a year.

F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of \$36, 540. 00. This will be billed at

the rate of \$3,045. 00.00 per month.

Additional services not included in the annual amount.

A. Critical Incident Intervention - provide Stand -By -Status (SBS) 24n1365 On -call Critical Incident Stress Management services at the reduced rate of \$290.00 per hour port to port.

B. Training — provide a wide variety of training classes at the reduced rate of \$240. 00 per hour port to port.

Program Operations Cost: Annual Wellness Checkups

The Counseling Team International will provide annual wellness checkups service not to exceed 25,000 funded by the Redlands Police Department' s Board of State and Community Corrections' Officer Wellness and Mental Health grant program.

COST PAGE YEAR 3

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.

1. Up to ten (10) sessions of assessment, and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.
2. Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.

B. Supervisor Referrals/Consultations — provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance program.

C. Follow-up Sessions - for safety employees involved in Critical Incidents.

D. orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).

E. Health Fair - TCTI will attend one health fair a year.

F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of \$38,400. 00. This will be billed at the rate of \$3,200.00 per month.

Additional services not included in the annual amount.

A. Critical Incident Intervention - provide Stand -By -Status (SBS) 24/7/365 On -call Critical Incident Stress Management services at the reduced rate of \$305. 00 per hour port to port.

B. Training — provide a wide variety of training classes at the reduced rate of \$255.00 per hour port to port.

There will be a 5% increase on all charges if you continue services in Year 4 and a 5% increase on all charges if you continue services in Year 5.

Program Operations Cost: Annual Wellness Checkups

The Counseling Team International will provide annual wellness checkups service not to exceed \$20,000 funded by the Redlands Police Department.

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of Employee Assistance Program services ("Agreement"), dated September 5, 2023, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Nancy K. Bohl, Inc. a California corporation dba The Counseling Team International ("Consultant"), is made and entered into this 4th day of February, 2025.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, more particularly described in Exhibit "A," "Scope of Services," which is attached hereto by reference; and

WHEREAS, it is the desire of City and Consultant to amend Article 5.1 of their existing Agreement to increase Consultant's compensation by \$25,000 in year two which will be funded from Redlands Police Department's ("RPD") Board of State and Community Corrections' ("BSCC") Officer Wellness and Mental Health grant program;

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Exhibit "A" of the Agreement, titled "Scope of Services," is hereby amended to authorize the additional services to RPD at the approved upon cost and services as identified in Attachment 1, which is attached hereto and incorporated herein by this reference.

Section 2. Article 5, entitled "Payments To Consultant," Section 5.1 of the Agreement, is hereby amended to read as follows:

"The total annual compensation for Consultant's performance of the Services shall not exceed the amount of thirty- four thousand eight hundred dollars (\$34,800) in year one, the total annual compensation for year two will increase by \$25,000 providing a total amount of sixty-one thousand five hundred forty dollars (\$61,540) which will be covered by RPD's BSCC Officer Wellness and Mental Health grant program and thirty eight thousand four hundred dollars (\$38,400) in year three, and 5% increase if services are sustained for year 4 and 5. City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled ("Fee Schedule Title ") which is attached hereto and incorporated herein by reference."

Section 3. Exhibit "B" of the Agreement, titled "Fee Schedule Title," is hereby amended to the additional cost as identified in Attachment 2.

Section 4. 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 February 4, 2025.


CITY OF REDLANDS

NANCY K. BOHL, INC. dba THE
COUNSELING TEAM INTERNATIONAL

By: 
Mario Saucedo, Mayor

By: 
Julie Casto Koot, Executive Director

ATTEST:

By: 
Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT A

SCOPE OF SERVICES

c. Approach and Methodology:

Provide a straightforward and concise presentation. The proposal should include a description of your understanding of the City and emphasize a clear understanding of the scope of services required and demonstrate the necessary resources to perform the intended services.

TCTI understands the City of Redlands is seeking an Employee Assistance Program for their Safety employees. TCTI understands the function of the EAP is to attend to the emotional, mental and psychological health of employees and their eligible family members by providing access to outside counseling and referrals to appropriate community and professional resources for help in resolving problems.

Core Counseling

For safety employees and their dependents:

- Up to ten (10) sessions of assessment and referral/short-term counseling per family (employee and his or her dependents) per incident per calendar year for City Safety Officers; and
- Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year with an option to extend services for two (2) additional one (1) year extensions with the same terms and conditions during the life of the contract as Informal or Formal Manager referrals

TCTI understands the vendor shall also provide:

Licensed professional EAP counselors – experienced in providing EAP services – shall deliver confidential, in-person short-term, solution focused assessment and counseling sessions for employees and their families members who are experiencing life problems of any kind. These sessions shall be conducted in safe, private, and confidential offices.

Licensed professional EAP counselors – experienced in providing EAP services – shall deliver confidential, telehealth short-term, solution focused assessment and counseling sessions for employees and their families members who are experiencing life problems of any kind. These sessions shall be conducted using safe and secure virtual platforms.

Licensed, professional EAP counselors shall be available in sufficient numbers and in appropriate locations to deliver both urgent and non-urgent services in a timely manner. Urgent request for service shall be met within 24 hours and non-urgent request within five business days.

The EAP will provide counseling for problems related, but not limited to: stress, family, work, grief, smoking cessation, alcohol & drug abuse, marriage & divorce, depression, parent-child relationships, child/spouse abuse, aging, eldercare, eating disorders, financial and credit problems, gambling, conflict resolution, serious illness/death of a family member, and mental health issues.

Additional Services:

Program Operations Cost: Annual Wellness Checkups

The Counseling Team International (TCTI), TCTI shall provide the following services:

Annual Wellness Checkups for all Redlands Police Department employees: TCTI will provide a clinician onsite at the Redlands Police Department or at the TCTI office to meet with every employee, both sworn and professional staff, in order to reduce stigma around mental wellness and promote effective stress management at the rate of \$175 per hour.

ATTACHMENT 2

EXHIBIT B

FEE SCHEDULE TITLE

COST PAGE YEAR 1

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

- A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.
 - 1. Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.
 - 2. Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.
- B. Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.
- C. Follow-up Sessions - for safety employees involved in Critical Incidents.
- D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).
- E. Health Fair - TCTI will attend one health fair a year.
- F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of \$34,800.00. This will be billed at the rate of \$2,900.00 per month.

Additional services not included in the annual amount.

- A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of \$275.00 per hour port to port.
- B. Training – provide a wide variety of training classes at the reduced rate of \$225.00 per hour port to port.

COST PAGE YEAR 2

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

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 - 1 Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.
 - 2 Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.
- B Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.
- C. Follow-up Sessions - for safety employees involved in Critical Incidents.
- D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).
- E. Health Fair - TCTI will attend one health fair a year.
- F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of \$36,540.00. This will be billed at the rate of \$3,045.00.00 per month.

Additional services not included in the annual amount.

- A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of \$290.00 per hour port to port.
- B. Training – provide a wide variety of training classes at the reduced rate of \$240.00 per hour port to port.

Program Operations Cost: Annual Wellness Checkups

The Counseling Team International will provide annual wellness checkups service not to exceed \$25,000 funded by the Redlands Police Department's Board of State and Community Corrections' Officer Wellness and Mental Health grant program.

COST PAGE YEAR 3

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

- A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.
 - 1 Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.
 - 2 Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.
- B. Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.
- C. Follow-up Sessions - for safety employees involved in Critical Incidents.
- D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).
- E. Health Fair - TCTI will attend one health fair a year.
- F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of \$38,400.00. This will be billed at the rate of \$3,200.00 per month.

Additional services not included in the annual amount.

- A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of \$305.00 per hour port to port.
- B. Training – provide a wide variety of training classes at the reduced rate of \$255.00 per hour port to port.

There will be a 5% increase on all charges if you continue services in Year 4 and a 5% increase on all charges if you continue services in Year 5.

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Employee Assistance Program services (“Agreement”) is made and entered in this 5th day of September 2023 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and Nancy K. Bohl, Inc. dba The Counseling Team International (“Consultant”), a California corporation. City and Consultant are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide Employee Assistance Services for City (the “Services”).
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit “A,” titled “Scope of Services,” which is attached hereto and incorporated herein by this reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City designates Tommi Ng, Assistant Director of Human Resources/Risk Management, as City’s representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City’s policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform and complete the Services in a prompt and diligent in accordance with the schedule set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference.
- 4.2 The term of this Agreement shall be for a period of three (3) years from September 6, 2023, through September 5, 2026 (the “Initial Term”). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an “Extended Term”), on the same terms and conditions, by providing written notice to Consultant

at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

- 4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The total annual compensation for Consultant's performance of the Services shall not exceed the amount of thirty four thousand eight hundred dollars (\$34,800) in year one, thirty six thousand five hundred forty dollars (\$36,540) in year two, thirty eight thousand four hundred dollars (\$38,400) in year 3, and 5% increase if services are sustained for year 4 and 5. City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled ("Fee Schedule Title") which is attached hereto and incorporated herein by reference.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands

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

CONSULTANT:

Julie Casto Koot, Executive Director
Nancy K. Bohl, Inc. dba The Counseling
Team International
1881 Business Center Drive, #11
San Bernardino, CA 92408
jkoot@thecounselingteam.com
Phone: 800-222-9691
Fax: 909-384-0734

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
 - D. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.
- 6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property

occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
 - B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of

City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

- 8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the

federal courts located in Riverside County, California.

- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

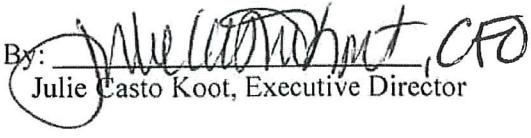
CITY OF REDLANDS

By:


Eddie Tejada, Mayor

NANCY K. BOHL dba THE COUNSELING
TEAM INTERNATIONAL

By:


Julie Casto Koot, Executive Director

ATTEST:



Jeanne Donaldson, City Clerk

EXHIBIT "A"
Scope of Services

c. Approach and Methodology:

Provide a straightforward and concise presentation. The proposal should include a description of your understanding of the City and emphasize a clear understanding of the scope of services required and demonstrate the necessary resources to perform the intended services.

TCTI understands the City of Redlands is seeking an Employee Assistance Program for their Safety employees. TCTI understands the function of the EAP is to attend to the emotional, mental and psychological health of employees and their eligible family members by providing access to outside counseling and referrals to appropriate community and professional resources for help in resolving problems.

Core Counseling

For safety employees and their dependents:

- Up to ten (10) sessions of assessment and referral/short-term counseling per family (employee and his or her dependents) per incident per calendar year for City Safety Officers; and
- Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year with an option to extend services for two (2) additional one (1) year extensions with the same terms and conditions during the life of the contract as Informal or Formal Manager referrals

TCTI understands the vendor shall also provide:

Licensed professional EAP counselors – experienced in providing EAP services – shall deliver confidential, in-person short-term, solution focused assessment and counseling sessions for employees and their families members who are experiencing life problems of any kind. These sessions shall be conducted in safe, private, and confidential offices.

Licensed professional EAP counselors – experienced in providing EAP services – shall deliver confidential, telehealth short-term, solution focused assessment and counseling sessions for employees and their families members who are experiencing life problems of any kind. These sessions shall be conducted using safe and secure virtual platforms.

Licensed, professional EAP counselors shall be available in sufficient numbers and in appropriate locations to deliver both urgent and non-urgent services in a timely manner. Urgent request for service shall be met within 24 hours and non-urgent request within five business days.

The EAP will provide counseling for problems related, but not limited to: stress, family, work, grief, smoking cessation, alcohol & drug abuse, marriage & divorce, depression, parent-child relationships, child/spouse abuse, aging, eldercare, eating disorders, financial and credit problems, gambling, conflict resolution, serious illness/death of a family member, and mental health issues.

EXHIBIT "B"
Fee Schedule Title

COST PAGE YEAR 1

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

- A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.
 - 1. Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.
 - 2. Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.
- B. Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.
- C. Follow-up Sessions - for safety employees involved in Critical Incidents.
- D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).
- E. Health Fair - TCTI will attend one health fair a year.
- F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of \$34,800.00. This will be billed at the rate of \$2,900.00 per month.

Additional services not included in the annual amount.

- A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of \$275.00 per hour port to port.
- B. Training – provide a wide variety of training classes at the reduced rate of \$225.00 per hour port to port.

COST PAGE YEAR 2

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

- A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.
 - 1 Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.
 - 2 Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.
- B. Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.
- C. Follow-up Sessions - for safety employees involved in Critical Incidents.
- D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).
- E. Health Fair - TCTI will attend one health fair a year.
- F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually

All benefits and services above will NOT EXCEED the annual amount of \$36,540.00. This will be billed at the rate of \$3,045.00.00 per month.

Additional services not included in the annual amount.

- A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of \$290.00 per hour port to port.
- B. Training – provide a wide variety of training classes at the reduced rate of \$240.00 per hour port to port.

COST PAGE YEAR 3

The Counseling Team International will provide confidential assessment and counseling services to safety employees and their dependents. The pricing will include the following:

- A. Short-term confidential, professional counseling for approximately 155 safety employees and their eligible dependents living within the home.
 - 1 Up to ten (10) sessions of assessment and referral/short term counseling per family (employee and his/her dependents), per incident, per calendar year for city safety officers.
 - 2 Up to four hundred (400) special purpose counseling sessions to be allocated over the three (3) year life of the contract as formal or informal manager referrals.
- B. Supervisor Referrals/Consultations – provide consultations with supervisors regarding problem safety employees and/or any aspect of the Employee Assistance Program.
- C. Follow-up Sessions - for safety employees involved in Critical Incidents.
- D. Orientation - TCTI will conduct an initial orientation for command staff and/or peer support to explain the Employee Assistance Program (EAP).
- E. Health Fair - TCTI will attend one health fair a year.
- F. Brown Bag Seminar - TCTI will conduct Twelve (12) Sixty (60) Minute seminars annually.

All benefits and services above will NOT EXCEED the annual amount of \$38,400.00. This will be billed at the rate of \$3,200.00 per month.

Additional services not included in the annual amount.

- A. Critical Incident Intervention - provide Stand-By-Status (SBS) 24/7/365 On-call Critical Incident Stress Management services at the reduced rate of \$305.00 per hour port to port.
- B. Training – provide a wide variety of training classes at the reduced rate of \$255.00 per hour port to port.

There will be a 5% increase on all charges if you continue services in Year 4 and a 5% increase on all charges if you continue services in Year 5.

EXHIBIT " C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

___ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self- insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Nancy K. Bohl dba
The Counseling Team International

By: 
Julie Casto Koot, Executive Director

Date: 8/14/23



PURCHASE ORDER


Fiscal Year 2025 Page 1 of 1


THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Bill To FINBIL
CITY OF REDLANDS
PO BOX 3005
REDLANDS, CA 92373
EMAIL: accountspayable@cityofredlands.org
Emailing invoice and referencing PO No. is required and will expedite payment

Ship To HR
Human Resources Div
35 Cajon St
Suite 200
Redlands, CA 92373

Purchase Order Number **22550044**
Purchase Order Date 08/27/2025
Department HUMAN RESOURCES/RISK MGMT
Required By 09/06/2025

Vendor 
NANCY K BOHL INC
DBA: THE COUNSELING TEAM INTERNATIONAL
PO BOX 7667
NEWPORT BEACH, CA 92658

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
800-222-9691			12502567	Marina Walker	

NOTES

OFFICES OF MENTAL HEALTH PRACTITIONERS
PURCHASE ORDER AS PER CITY COUNCIL APPROVAL AND AGREEMENT DATED SEPTEMBER 5, 2023, PER CITY COUNCIL APPROVAL AND FIRST AMENDMENT TO THE AGREEMENT DATED FEBRUARY 4, 2025, AND PER RFP NO.20230621EM BID CONFIRMATION NO. 352483 DATED JULY 5, 2023.

PURCHASE ORDER TERM:
SEPTEMBER 6, 2025 - SEPTEMBER 5, 2026.

NOT TO EXCEED DOLLAR AMOUNT PER PO TERM. THIS PO WILL BE CLOSED WHEN THE TOTAL AMOUNT IS EXHAUSTED.

PURCHASE ORDER WILL BE VALID ONLY WITH A CURRENT APPROVED MINIMUM LIABILITY COVERAGE ON FILE WITH RISK MANAGEMENT.

PURCHASE ORDER IS YEAR 3 OUT OF A 3 YEAR INITIAL TERM.

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROVIDE EMPLOYEE ASSISTANCE SERVICES FOR SAFTEY EMPLOYEES FOR THE CITY OF REDLANDS. Ship Email: mwalker@cityofredlands.org	1.0000	EA	\$38,400.0000	\$38,400.00

PURCHASING DIVISION - 1270 W. PARK AVE. REDLANDS, CA 92373 - Email: Purchasing@cityofredlands.org

Total Ext. Price \$38,400.00

Purchase Order Total \$38,400.00

Deana Abramovitz-Daniel
PROCUREMENT MANAGER

PLEASE SEE ATTACHED PURCHASE ORDER TERMS AND CONDITIONS

CITY OF REDLANDS
PURCHASE ORDER TERMS AND CONDITIONS
unless otherwise specified in an executed agreement, the following shall apply

- 1. INVOICES:** Each purchase order is to be invoiced separately and all invoices shall be submitted to the billing address as shown on the front of the Purchase Order. All invoices, shipping documents, correspondence, and-related papers must have the purchase order number and consignee shown clearly in their face.
- 2. PACKAGING AND DRAYAGE:** Unless so specified on the Purchase Order and evidenced by a copy of the freight bill attached to the invoice, there shall be no charge to the City for either packaging and/or drayage
- 3. INSPECTION:** All materials and workmanship provided under the terms of the Purchase Order are subject to inspection and test by the City to ensure compliance with the requirements and specifications contained therein. In the event that the goods or services delivered are defective, or are not in conformity with the Purchase Order, the City shall have the right to either reject said goods or services, or require that they be corrected or otherwise brought into conformity with the terms set forth in the Purchase Order.
- 4. RESPONSIBILITIES:** Unless otherwise specified in the Purchase Order, the supplier/contractor shall be responsible for all items covered in said Purchase Order until delivered at the designated delivery point and thereafter accepted by the City. Supplier/contractor shall bear all risks as the goods and services provided until they are finally accepted by the City. Upon the City's notice to supplier/contractor of its rejection of the goods or services provided or the need for the correction thereof. All such defective goods or services shall be removed from City premises, and any and all expenses incurred in the removal and/or correction of such defective goods or services shall be borne entirely by the supplier/contractor.
- 5. ACCEPTANCE:** The City's final acceptance of the goods or services provided under the Purchase Order shall be conclusive except in those instances where a latent defect or fraud is subsequently discovered, or when a supplier/contractor has committed such gross mistakes that they are tantamount to a fraud. The City's failure to inspect and either accept or reject the goods or services delivered shall not relieve the supplier/contractor for the responsibility for strict compliance with the terms and specifications of the Purchase Order.
- 6. CHANGES:** This Purchase Order may, at any time, be changed with regard to the materials or services to be furnished, the quantity ordered, the unit price, discount, delivery point or arrangements, terms or any other matters affecting a valid order. However, in order to be effective, any such change or amendment causes an increase or decrease in the cost of performance hereunder, an equitable adjustment shall be made to reflect the increase or the decrease in the cost thereof. Any such adjustment shall be subject to the written approval of the Purchasing Agent. No variation in the quality, quantity, or coat of any item called for by this Purchase Order Shall be acceptable by the City except in pursuance of a written Change Order approved by the Purchasing Agent.
- 7. TERMINATION:** This Purchase Order may be terminated, in whole or in part, at any time, by written notice to the supplier/contractor. Such termination shall be effective with respect to the quantity, manner, and time specified in such notice. The City shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted as of the effective date of said written notice. The City shall not be liable for any excess cost arising out of such termination, and failure of the supplier/contractor to cease delivery and/or work upon receipt of such termination notice shall not occasion a claim for extra costs.
- 8. TIME IS OF THE ESSENCE:** In the event that the supplier/contractor fails to perform this Purchase Order within the time specified, the Purchasing Agent may, by written notice, order the supplier/contractor to cease further deliveries and may hold the supplier/contractor liable for any damages caused to the City by reason of such delay. If no time is specified, it is expected that the supplier/contractor shall begin performance within a reasonable time after placement of the order. The City may extend periods of performance if the facts as to the cause of the delay, in sole opinion of the Purchasing Agent, justify such an extension.
- 9. LIABILITY:** The supplier/contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, employees, and agents from all claims, losses, damages, costs, expenses and suits, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this Purchase Order or asserted against it. Further, supplier/contractor warrants that the City shall not be responsible for any damages that may be claimed by reason or death injury of the person of the supplier/contractor's officer, agents, employees, invitees or licensees or for damage to any property of the supplier/contractor or any other damage that may arise or result at anytime because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed by proximately or otherwise by reason of, or in course of, carrying out this Purchase Order.
- 10. DISPUTES:** All disputes concerning questions of fact which may arise under this Purchase Order under this Purchase Order, and not disposed of by mutual agreement and/or consent, shall be decided by the sole discretion of the Purchasing Agent. All disputes concerning questions of law, which may arise under this Purchase Order, shall be decided under applicable laws of the State of California.
- 11. PAYMENTS:** Payments shall be made upon submission of an itemized invoice, presented in duplicate of the prices stipulated in the Purchase Order and within 30 days of becoming due for supplies delivered and accepted or services rendered and accepted, less deductions if any. When requested by the supplier/contractor, payment on partial deliveries may be made whenever, in the sole discretion of the Purchasing Agent, the surrounding circumstances warrant such partial payment. In the event and, if for any reason, an overpayment is made; the City requires prompt refund of said overpayment by way of supplier/contractor's properly referenced check.
- 12. LICENSOR:** All supplier/contractors who perform work within the City, must have on file at the Redlands City Revenue Office, a current and valid city business license.
- 13. CONFORMITY WITH SAFETY ORDERS:** The goods and/or services covered by this Purchase Order or contract must conform to the safety order of OSHA, CAL-OSHA, and/or NIOSHA and any and all applicable material safety data sheets (MSDS).
- 14. PREVAILING WAGES:** When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at <http://www.dir.ca.gov/DIRdatabases.html>. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws, and must furnish the City with Certified Payroll Records upon request.



City Council

AGENDA ITEM NO. J1.

DATE: May 19, 2026
TO: Honorable Mayor and City Council Members
SUBJECT: Discussion and possible action relating to the Redlands Downtown Morning Market hours of operation and future location options (Mayor Pro Tem Shaw)

MOTION:

The following motions are provided for the Council to consider:

Option 1:

I move to direct staff to adjust the current Downtown Morning Market hours of operation to begin at 7:00 am and end by 11:00 am, with the corresponding parking lot closure to extend no more than one hour before or one hour after the event hours.

Option 2:

I move to direct staff to contact the Grove School with the intent to merge the current Downtown Morning Market with their Farmers Market and cease to host the Downtown Morning Market after July 25, 2026.

Option 3:

I move to direct staff to explore alternative sites near downtown and solicit proposals for third-party administration of a weekly farmers market near downtown.

Option 4:

I move to direct staff to continue with the Downtown Morning Market as currently administered with no change to day, location, or hours.

RECOMMENDATION:

At the request of the Mayor Pro Tem Shaw, this item has been placed on the agenda for City Council discussion and possible direction regarding the Downtown Morning Market hours of operation, potential relocation options, and possible coordination with the existing Farmers Market at Grove School.

DISCUSSION:

The Downtown Morning Market has served as a long-standing community program supporting local agriculture, small businesses, and downtown activity. The market currently operates on Saturdays from 9:00 am to 1:00 pm in the municipal parking lot near Ed Hales Park and continues to attract vendors and visitors to the downtown area.

At the request of Mayor Pro Tem Shaw, the City Council is being asked to discuss whether the market hours should be adjusted to begin and end earlier in the day in an effort to reduce the impact on downtown parking availability and peak business activity. Potential changes to market hours should also consider vendor participation, customer attendance, operational needs and expenses, and overall market success.

The City Council may also wish to discuss future location options for the market, relocating the market to another downtown-adjacent area like Smiley Park, or evaluating possible coordination or consolidation with the existing Farmers Market at Grove School.

ALTERNATIVES:

The City Council may choose to take no action and maintain the current market operations, or provide alternative direction to staff.

STRATEGIC PLAN:

Priority A: Quality of Life.

SUBMITTED BY:

Marc Shaw, Mayor Pro Tem

REVIEWED BY:

Charles M. Duggan Jr., City Manager

Janice McConnell, Assistant City Manager

PREPARED BY:

Whitney Mesna, Management Analyst

FISCAL IMPACT

Fiscal Year: 2025-26

Revenue Generating: Yes or No

Amount: \$

Budgeted Y/N:

Account No.:

Additional Appropriation Required: Yes or No

Discussion:

There is no immediate fiscal impact associated with this discussion item.

Attachments

[2026_04_27_Downtown_Morning_Market_Summary.pdf](#)

Downtown Morning Market – Program Assessment and Future Considerations

Summary

The Downtown Morning Market is a long-standing program supporting local agriculture, small businesses, and downtown activity. It has evolved through multiple changes to location, hours, and operations to balance vendor success, community access, and impacts on surrounding businesses.

Currently operating Saturdays (9:00 a.m. to 1:00 p.m.) in the municipal parking lot near Ed Hales Park, the market hosts 30+ vendors and averages approximately 600 attendees weekly. While it enhances community vibrancy, it displaces parking and requires General Fund support, generating mixed feedback from downtown stakeholders.

Recent vendor outreach indicates that 19 of 27 vendors support relocating the market to Smiley Park (adjacent to the Police Department), suggesting interest in reducing parking conflicts while remaining near downtown.

Key considerations include:

- Location: Visibility vs. parking impacts
- Hours: Vendor viability vs. business access
- Operations: City control vs. cost efficiency

Program Background

The market has historically adapted to stakeholder needs. Originally located on State Street with earlier hours, it shifted to later hours to improve vendor sales, which increased overlap with peak downtown activity.

To address traffic and business concerns, the market moved to the municipal parking lot near Ed Hales Park, reducing street closures while maintaining a downtown presence. A temporary relocation to Grove School reduced downtown impacts but also decreased visibility. Following stakeholder outreach and City Council direction, the market returned downtown in March 2023.

The market remains a consistent weekly amenity and community gathering space, but it operates within tradeoffs. While supporting vendors and activating downtown, it reduces available parking during peak hours and requires ongoing city resources.

A recent vendor poll found that 19 of 27 vendors favor maintaining current operational hours and relocating to Smiley Park rather than changing the operational hours of the Downtown Morning Market, indicating openness to a site that may alleviate parking concerns while maintaining proximity to downtown. However, past experience shows that location changes can impact attendance and vendor sales.

Financial Overview

Annual Revenue	
Non-Farmer Vendor Permits	\$11,000
Farmer Fees (4%)	\$12,075
Total Revenue	\$23,075
Annual Expenses	
Staff (FCS)	\$38,915
Stand-by Staff	\$41,400
Portable Restrooms	\$12,967
Total Expenses	\$93,282
Net Subsidy	\$70,187

Key Policy Considerations

Location

The current site offers strong visibility but limits parking. Relocation to Smiley Park would reduce staff resources and could reduce business impacts but may risk lower attendance.

Hours of Operation

Current hours (9:00 AM–1:00 PM) support vendor sales but overlap with peak business activity. Earlier hours may reduce impacts but could negatively affect vendor performance.

Operational Model

City operation ensures program alignment but requires staffing and subsidy. Contracted or nonprofit models could reduce costs while limiting direct City control.

Conclusion

The Downtown Morning Market provides community and economic benefits but involves ongoing tradeoffs. Future decisions regarding location, hours, and operations should be evaluated together, considering stakeholder feedback (vendor support for relocation) while balancing market vitality, business impacts, and program sustainability.



City Council

AGENDA ITEM NO. J2.

DATE: May 19, 2026
TO: Honorable Mayor and City Council Members
SUBJECT: Approve a new Enterprise License Agreement with Esri for a three-year term, not to exceed \$271,185.15 (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 Enterprise License Agreement with Esri for a three-year term, in an amount not to exceed \$271,185.15.

RECOMMENDATION:

Staff recommends that the City Council approve the Enterprise License Agreement (ELA) with Esri for a three-year term, not to exceed \$271,185.15.

DISCUSSION:

In May 2011, the City entered into an Enterprise License Agreement (ELA) with Esri to utilize Esri's geographic information system (GIS) software and services. At that time, it represented the first ELA that Esri entered into with a city the size of Redlands. The agreement presented herein would represent the City's sixth consecutive ELA with Esri.

This type of licensing agreement has enabled the City to expand the use of Esri's GIS technology across multiple departments. Esri's ArcGIS Desktop software continues to be an integral part of many City business processes, supporting planning, engineering, utilities, public safety, and other operational activities.

In addition, the City has leveraged ArcGIS Online to extend GIS capabilities to mobile environments, allowing field crews to access and update data in real time, and enabling the public to interact with City information through web applications. Esri software is also used to develop a variety of applications that support departmental operations and improve service delivery.

The City also utilizes ArcGIS Server to publish and share geographic information with the public through interactive maps and dashboards. The City's GIS currently maintains more than 400 data layers and hundreds of interactive map applications and dashboards, all of which rely on Esri licensing. Examples include applications related to zoning, the General Plan, capital improvement projects, road closures and water shutdowns, which are made readily available to residents and businesses.

Additionally, the City maintains an Open Data Hub, which provides public access to GIS datasets and applications, further promoting transparency and community engagement. The Open Data Hub can be accessed at: <https://datahub-coredlands.hub.arcgis.com/>.

The proposed agreement establishes a three-year term with Esri for the City’s core Geographic Information System (GIS) platform through a Small Government Enterprise Agreement (SGEA). The SGEA provides fixed and known pricing of \$60,300 annually, for a total of \$180,900 over the three-year term. The annual subscription details are included in Quote Q-563058.

In addition to the SGEA, the agreement includes several ancillary software subscriptions, including ArcGIS Hub, Site Scan, Drone2Map, and ArcGIS Indoors. The ancillary components are currently priced for the three-year term as follows:

- ArcGIS Hub Premium: \$5,150 annually, for a total of \$15,450 over three years
- ArcGIS Site Scan (2 subscriptions): \$5,495.05 annually, for a total of \$16,485.15 over three years
- ArcGIS Drone2Map: \$1,750 annually, for a total of \$5,250 over three years

These items are included in Quote Q-563058.

ArcGIS Indoors is provided under a separate quote (Q-564749) with an annual subscription fee of \$17,700, for a total of \$53,100 over the three-year term.

License	Year 1	Year 2	Year 3
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription	\$ 60,300.00	\$ 60,300.00	\$ 60,300.00
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription	\$ 5,150.00	\$ 5,150.00	\$ 5,150.00
Site Scan for ArcGIS Operator Annual Subscription	\$ 4,995.50	\$ 4,995.50	\$ 4,995.50
Site Scan for ArcGIS Operator Annual Subscription	\$ 499.55	\$ 499.55	\$ 499.55
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription	\$ 5,900.00	\$ 5,900.00	\$ 5,900.00
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription	\$ 11,800.00	\$ 11,800.00	\$ 11,800.00
Total	\$ 90,395.05	\$ 90,395.05	\$ 90,395.05

Examples of GIS Applications Used Across City Departments

The City uses Esri GIS technology across multiple departments to support planning, infrastructure management, public safety, and community services. Examples include:

1. Development Services

The OneStop Map helps staff locate development projects and analyze surrounding conditions using layers such as parcels, addresses, zoning boundaries, fire hazard zones, streets, traffic signals, and aerial imagery. It is available through ArcGIS Pro, and the OneStop Web App and has supported initiatives such as the Pavement Accelerated Repair Implementation Strategy (PARIS) and the Street Lighting Upgrade Program.

GIS layers also support the CityWorks asset management system, which processes work orders and infrastructure maintenance requests through the One Stop Permit Center. Additionally, Esri Business Analyst supports the City’s economic development efforts by identifying opportunities to attract and expand businesses.

2. Facilities & Community Services

GIS applications support the management of parks, trails, and community resources, including public maps for City Parks, Public Trails, and Homeless Resources.

3. Fire Department

The Fire Department uses GIS tools to support emergency preparedness and inspections. The Weed Abatement Program uses Survey123 for field data collection and ArcGIS Dashboards to track inspection status. Additional applications include maps for High Fire Hazard Zones, Historical Flooding, and Illegal Fireworks Reporting.

4. Police Department

GIS data maintained through Esri products supports the Police Department's Spillman Computer-Aided Dispatch (CAD) system. Additional applications include the Voluntary Camera Registry, Traffic Collision analysis, and Shopping Center analysis dashboards.

5. Municipal Utilities & Engineering

GIS is used to maintain the City's water distribution and sewer infrastructure systems, with updates occurring both in the field and through desktop GIS tools. Additional applications support programs such as Measure I transportation projects, Average Daily Traffic analysis, Moratorium Streets, and Parcel Slope analysis.

6. Open Government

The City provides public access to GIS data and applications through its Open Data Hub, which organizes datasets and web mapping applications for residents and businesses (<https://datahub-coredlands.hub.arcgis.com/>). The new License Agreement incorporates new applications and continuous subscriptions listed below:

- ArcGIS Indoors Spaces for ArcGIS Online & ArcGIS Indoors Maps for ArcGIS Online: provides data management tools and focused apps to enhance operations, maintenance, safety, security, and wayfinding within your facilities. Visualize people, spaces, assets, and incidents on floor-aware 2D and 3D maps, modernize asset and space management, improve situational awareness in emergencies, and transform occupant and visitor experiences.
- ArcGIS Hub Premium for ArcGIS Online: a cloud-based collaboration and engagement platform that enables organizations to work together, share data openly or securely, and turn insight into measurable impact.
- Site Scan for ArcGIS: end-to-end, cloud-based drone mapping software for drone imagery data collection, processing, and analysis.
- ArcGIS Drone2Map Advanced: a desktop application that turns drone images into valuable 2D and 3D information products.

ALTERNATIVES:

The City Council could choose not to approve the Enterprise License Agreement. This alternative is not recommended because many City operations, applications, and workflows depend on Esri GIS technology. Without the agreement, the City would be unable to maintain many of its existing GIS systems and services.

STRATEGIC PLAN: Esri tools and software support the following initiatives -

- Supports Priority A Objective 2b: Increase accessibility to businesses and essential services through improvements to mobility and parking.
- Supports Priority A Objective 3b: Expand historic surveys to include areas that were not previously surveyed and properties with historically eligible buildings built in the 1950s and 1960s.
- Supports Priority A Objective 3c: Promote the City's historic preservation programs through new user-friendly educational materials.
- Supports Priority A Objective 4a: Develop an assessment and improvement plan for City parks and open spaces that includes adherence to industry standards.
- Supports Priority B Objective 2c: Evaluate public safety workforce to determine if staffing levels are consistent with population growth. Develop a plan for workforce growth based upon results.
- Supports Priority B Objective 4b: Develop methods to reduce and prevent homelessness.
- Supports Priority D Objective 2a: Expand the non-potable water system.

- Supports Priority D Objective 3b: Engineer and construct transportation facilities to accommodate all potential users – motorists, cyclists and pedestrians.
- Supports Priority D Objective 5a: Explore City initiatives to address the effect of climate change.

SUBMITTED BY:

Danielle Garcia, Interim Assistant City Manager

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney

Janice McConnell, Assistant City Manager

Dana Abramovitz-Daniel, Procurement Manager

James Garland, Interim Management Services/Finance Director

PREPARED BY:

Claudia Caceres, GIS Supervisor

FISCAL IMPACT

Fiscal Year: FY 2026

Amount: \$90,395.05

Budgeted Y/N:

Account No.: 604900

Additional Appropriation Required: No

Discussion: Funding for the first year of the agreement is included in the current adopted budget. Funding for years two and three is incorporated in the Division's budget requests for FY 2027 & 2028 as part of the City's biennial budget process.

Attachments

[MasterAgreement-full.pdf](#)

[Enterprise_License_Agreement.pdf](#)

[City_of_Redlands_Indoors_Spaces_and_Maps.pdf](#)

[User_Type_Matrix.pdf](#)

[Q-573623_City_of_Redlands_SGEA.pdf](#)

[Q-573625_City_of_Redlands_ArcGIS_Indoors.pdf](#)

[Esri_License_Agreement.pdf](#)

Revised August 1, 2025
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement (“**Agreement**”) is between you (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer’s payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer’s own internal use in conjunction with Customer’s authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

“Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved.”

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer’s benefit and (ii) use Esri Offerings exclusively for Customer’s benefit. Customer will be solely responsible for its consultants’ and contractors’ compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer’s benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

1.4 Customer Content. Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Anonymous Users”** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer’s Value-Added Applications.
- b. **“App Login Credential(s)”** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **“Commercial App Deployment License”** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **“Concurrent Use License”** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **“Deployment License”** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer’s end users.
- f. **“Deployment Server License”** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **“Development Server License”** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **“Development Use”** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **“Failover License”** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- j. **“Named User(s)”** is Customer’s employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer’s exclusive benefit. For educational use, Named Users may include registered students.
- k. **“Named User Credential(s)”** means an individual person’s login and associated password enabling that person to access and use Products.
- l. **“Named User License”** means the right for a single Named User to use a specific Esri Offering.
- m. **“Online Services Subscription”** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- n. **“Redistribution License”** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- o. **“Server License”** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- p. **“Sharing Tools”** means publishing capabilities included with Customer’s authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- q. **“Single Use License”** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user’s exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.

- r. **“Staging Server License”** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation or Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use.

- a. Customer may
 - 1. Install, access, or store Software and Data on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer’s licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer’s total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use;
 - 4. Move Software in the licensed configuration to a replacement computer;
 - 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 - 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-Specific Terms of Use at <https://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use.

- a. **Online Services Descriptions.** Esri publishes Product-Specific Terms of Use at <https://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days’ notice of material changes and 90 days’ notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer’s operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and when applicable, Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer’s use of Sharing Tools is at Customer’s sole risk.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

- a. **Named Users.**
 - 1. Named User login credentials are for designated users only and may not be shared with other individuals.

2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
 3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.
- b. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services or Content, that has been published for shared access through the use of Sharing Tools.

2.6 Value-Added Applications.

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services or Content, that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.
7. Customer is responsible for ensuring that the access or use of Esri Offerings within its Value-Added Applications complies with the legal and regulatory requirements in all jurisdictions in which the Value-Added Applications are made available.

2.7 Limited-Use Programs.

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions.

The following definitions supplement the definitions provided in [Attachment A](#):

- a. **“Business Listing Data”** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **“Esri Content Package(s)”** means a digital file containing Online Services basemap Data extracted from the Online Services.
- c. **“Street Data”** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses.

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:
 - 1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
 - 2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.
- c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer’s public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer’s business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.

3.3 Use Restrictions.

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. *Business Analyst Data.* Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses:* If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.

- g. *Michael Bauer Research International Boundaries Data (“MBR Data”)*. Customer’s right to use data downloaded to Customer’s premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.
- h. Customer may not use Data outside of the Software and Online Services to teach or train machine systems, models, software, databases, algorithms, and programs, including neural networks (“AI/ML Systems”) that learn from experience, adjust to new inputs, and perform humanlike tasks, which allow those systems to sense, comprehend, act and learn.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri authorized distributor under the authorized distributor’s own standard support policy and in accordance with the Esri Product Life Cycle Support Policy.

5.0 PROFESSIONAL SERVICES

5.1 Definition. The following definition supplement the definitions provided in Attachment A:

- a. **“Professional Service Package(s)”** means a predefined unit of Professional Services, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer’s authorized use of Products.

5.3 Task Orders and Project Schedule.

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in Attachment C or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party’s technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables. Esri or its licensors own and retain ownership of Deliverables.

5.5 Acceptance.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise agreed to in the applicable Task Order, Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
 - 1. “DELIVERABLE ACCEPTED” means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 - 2. “DELIVERABLE ACCEPTED WITH REWORK” means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject

to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order are consulting hours only will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of [Attachment B](#).

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices.

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
- c. **For Time and Materials Task Orders.**
 1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the

government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Esri may escalate hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.

2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.

- b. **“Esri Academy LMS Integration Subscription”** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer’s Learning Management System.
- c. **“Esri E-Learning Content (SCORM Format) License”** means an optional term-limited license that provides Esri customers with Esri’s e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **“Esri Mobile Lab”** means a service in which Esri will deliver and set up a training environment at the Customer’s site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **“Esri Training Event(s)”** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **“Esri Training Representative”** means Customer’s primary Esri liaison in organizing private Esri Training Events.
- g. **“Student(s)”** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **“Training Pass”** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **“Esri Mobile Router”** means a service in which Esri will deliver and setup a mobile router at the Customer’s site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **“Learning Management System”** or **“LMS”** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer’s internal employees.

7.2 Permitted and Prohibited Uses.

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri’s Responsibilities.

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities.

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees.

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass policies and redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This section 7.6 does not apply to Training provided under the Advantage Program.

7.7 Availability and General Provision of Wireless Service.

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

7.8 Esri E-Learning in the Customer's Learning Management System.

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **“Activity Description”** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **“Advantage Program”** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **“Authorized Contact”** means Customer's point of contact for the Advantage Program identified below.
- d. **“Learning and Services Credits”** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **“Premium Support Services”** or **“PSS”** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **“Advisor”** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____

Address: _____

City, State, ZIP: _____

Email: _____

Telephone: _____

Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and meal per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing.

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

“Affiliate” means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where “Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“API” means application programming interface.

“ArcGIS Website” means www.arcgis.com and any related or successor websites.

“Authorization Code(s)” means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

“Beta” means any alpha, beta, or other prerelease version of a Product.

“Cloud Services” means Online Services and Esri Managed Cloud Services.

“Content” means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

“Control” means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

“Customer Content” means any Content that Customer provides, uses, or develops in connection with Customer’s use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

“Data” means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

“Deliverables” means anything that Esri delivers to Customer as a result of performance of Professional Services.

“Documentation” means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

“Esri Managed Cloud Services” means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer’s end users via the Internet.

“Esri Offering(s)” means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

“GIS” means geographic information system.

“Maintenance” means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

“Malicious Code” means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

“Online Services” means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

“Ordering Document(s)” means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

“Perpetual License” means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

“Product(s)” means Software, Data, and Online Services.

“Professional Services” means any development or consulting services that Esri provides to Customer.

“Sample(s)” means sample code, sample applications, add-ons, or sample extensions of Products.

“Service(s)” means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

“Software” means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

“Specification(s)” means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri’s published course descriptions for Training.

“Subscription” means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

“Task Order(s)” means an Ordering Document for Services.

“Term License” means a license for use of an Esri Offering for a limited time period (“**Term**”).

“Third-Party Content” means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri’s website.

“Training” means (i) Product training or (ii) related training that Esri provides under this Agreement.

“Training Materials” means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

“Value-Added Application(s)” means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
 1. Disclosed in source code form to third parties;
 2. Licensed to third parties for the purpose of making derivative works; or
 3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered “as is” and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost. Customer must use its independent judgment to determine whether (i) Esri Offerings are suitable for its Value-Added Applications and (ii) Value Added Applications are safe for use by end users and other third parties.

B.3.4 Disclaimers.

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities

at its option and such AI/ML capabilities are delivered “as is” and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom AI/ML models to meet Customer’s unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer’s own risk.

B.3.5 Exclusive Remedy. Customer’s exclusive remedy and Esri’s entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri’s election, terminate Customer’s right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri’s limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability.

- (a) Neither Customer, Esri, nor any Esri authorized distributor or third-party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.
- (b) Neither Customer, Esri nor any Esri authorized distributor or third-party licensor will be liable for any direct damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri during the twelve (12) month period prior to the date upon which the related claim arose.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer’s infringement, misuse, or misappropriation of Esri’s or Esri’s licensors’ intellectual property rights, either party’s indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer’s jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer’s warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. “**Claim**” means any claim, action, or demand by a third party.
- b. “**Indemnitees**” means Customer and its directors, officers, and employees.
- c. “**Infringement Claim(s)**” means any Claim alleging that Customer’s use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. “**Loss(es)**” means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys’ fees.

B.5.2 Infringement Indemnity.

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer’s right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a

5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.

- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US

Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri publishes its privacy notices at [Esri's Privacy Statement](#) and [Products and Services Privacy Supplement](#) and will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content.

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or

2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Reserved.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Esri Offerings and Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Esri Offerings and Services. Esri's authorized distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be

English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

ATTACHMENT C
SAMPLE TASK ORDER
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. (“**Esri**”), and _____ (“**Customer**”), _____ (“Customer Address”), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, and email address]*
Esri Contract Specialist: *[insert name, telephone, and email address]*
Customer Project Manager: *[insert name, telephone, and email address]*
Customer Contract Contact: *[insert name, telephone, and email address]*
Customer Accounts Payable Contact: *[insert name, telephone, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign]
(Customer)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: [sample only—do not sign]

Printed Name: _____

Title: _____

Date: _____



Quotation # Q-563058

Date: December 2, 2025

Customer # 381702 Contract #

City of Redlands
 Management Services
 35 Cajon St Ste 222
 Redlands, CA 92373-4746

ATTENTION: Danielle Garcia
 PHONE: (909) 798-7507
 EMAIL: dgarcia@cityofredlands.org

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 12/2/2025 To: 3/2/2026

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
159166	1		\$10,300.00	\$10,300.00
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription				
173625	1		\$5,150.00	\$5,150.00
Site Scan for ArcGIS Operator Annual Subscription USA Hosted. This user type license is the foundation of Site Scan for ArcGIS. It provides drone operators the ability to create and fly drone missions using Site Scan Flight Planning, and to upload drone flight data into Site Scan Manager for processing into 2D and 3D outputs. In addition to the ability to fly a drone and upload images for processing, Site Scan Operators have the same privileges as a Site Scan Access License, including ability to download, edit, analyze, and share project data using the Site Scan Manager web interface. What's Included: Access to Site Scan for ArcGIS Flight Planning iOS App, Access to Site Scan for ArcGIS Manager Web App, Unlimited data processing and storage in private cloud, Unlimited View Only Licenses, Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday]), E Learning online knowledge base.				
173625	1		\$5,150.00	\$5,150.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Beth Wood	Email: etaylor@esri.com	Phone: 909-793-2853 ext 2137 x2137
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WOODB This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-563058

Date: December 2, 2025

Customer # 381702 Contract #

City of Redlands
 Management Services
 35 Cajon St Ste 222
 Redlands, CA 92373-4746

ATTENTION: Danielle Garcia
 PHONE: (909) 798-7507
 EMAIL: dgarcia@cityofredlands.org

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 12/2/2025 To: 3/2/2026

Material	Qty	Term	Unit Price	Total
Site Scan for ArcGIS Operator Annual Subscription USA Hosted. This user type license is the foundation of Site Scan for ArcGIS. It provides drone operators the ability to create and fly drone missions using Site Scan Flight Planning, and to upload drone flight data into Site Scan Manager for processing into 2D and 3D outputs. In addition to the ability to fly a drone and upload images for processing, Site Scan Operators have the same privileges as a Site Scan Access License, including ability to download, edit, analyze, and share project data using the Site Scan Manager web interface. What's Included: Access to Site Scan for ArcGIS Flight Planning iOS App, Access to Site Scan for ArcGIS Manager Web App, Unlimited data processing and storage in private cloud, Unlimited View Only Licenses, Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.				
180147	1		\$3,500.00	\$3,500.00
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription				

Subtotal:	\$205,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$205,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Beth Wood	Email: etaylor@esri.com	Phone: 909-793-2853 ext 2137 x2137
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-563058

Date: December 2, 2025

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

Customer # 381702 Contract #

City of Redlands
Management Services
35 Cajon St Ste 222
Redlands, CA 92373-4746

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 12/2/2025 To: 3/2/2026

ATTENTION: Danielle Garcia
PHONE: (909) 798-7507
EMAIL: dgarcia@cityofredlands.org

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Beth Wood	Email: etaylor@esri.com	Phone: 909-793-2853 ext 2137 x2137
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“**Case**” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“**Deploy**”, “**Deployed**” and “**Deployment**” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“**Fee**” means the fee set forth in the Quotation.

“**Maintenance**” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“**Master Agreement**” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“**Product(s)**” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“**Quotation**” means the offer letter and quotation provided separately to Customer.

“**Technical Support**” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“**Tier 1 Help Desk**” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“**Tier 1 Support**” means the Technical Support provided by the Tier 1 Help Desk.

“**Tier 2 Support**” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Quotation # Q-564749

Date: January 5, 2026

Customer # 381702 Contract # ENTERPRISE AGREEMENT

City of Redlands
Management Services
35 Cajon St Ste 222
Redlands, CA 92373-4746

ATTENTION: Claudia Caceres
PHONE: 909-307-1606
EMAIL: ccaceres@cityofredlands.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/5/2026 To: 4/5/2026*

Material	Qty	Unit Price	Total
181077	1	\$5,900.00	\$5,900.00
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription			
181071	1	\$11,800.00	\$11,800.00
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription			

Subtotal:	\$17,700.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$17,700.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Beth Wood	Email: etaylor@esri.com	Phone: 909-793-2853 ext 2137 x2137
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-564749

Date: January 5, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

Customer # 381702 Contract # ENTERPRISE AGREEMENT

City of Redlands
Management Services
35 Cajon St Ste 222
Redlands, CA 92373-4746

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 1/5/2026 To: 4/5/2026

ATTENTION: Claudia Caceres
PHONE: 909-307-1606
EMAIL: ccaceres@cityofredlands.org

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Beth Wood	Email: etaylor@esri.com	Phone: 909-793-2853 ext 2137 x2137
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

2025 User Type Matrix

Detailed description of what's included in each user type beginning in June 2025.

Grow your organization by adding any of these user types			Start creating maps and apps with one of these user types		
Viewer	Contributor	Mobile Worker	Creator	Professional	Professional Plus

WHAT'S INCLUDED

ArcGIS Pro

ArcGIS Pro Basic				✓		
ArcGIS Pro Standard					✓	
ArcGIS Pro Advanced						✓
ArcGIS Pro extensions						
ArcGIS 3D Analyst						✓
ArcGIS Data Reviewer						✓
ArcGIS Geostatistical Analyst						✓
ArcGIS Image Analyst						✓
ArcGIS Network Analyst						✓
ArcGIS Publisher						✓
ArcGIS Spatial Analyst						✓
ArcGIS Workflow Manager ¹						✓

Apps

ArcGIS for AutoCAD	●	●●	●●	●●●	●●●	●●●
ArcGIS Business Analyst Web App Standard ²				●●●	●●●	●●●
ArcGIS Dashboards	●	●●	●●	●●●	●●●	●●●
ArcGIS Data Pipelines (ArcGIS Online only)				●●●	●●●	●●●
ArcGIS Earth						
ArcGIS Earth	●	●●	●●	●●●	●●●	●●●
ArcGIS Earth mobile app	●	●	●	●	●	●
ArcGIS Excalibur (ArcGIS Enterprise; coming to ArcGIS Online H2 2025)				●●●	●●●	●●●
ArcGIS Experience Builder	●	●●	●●	●●●	●●●	●●●
ArcGIS Field Maps						
ArcGIS Field Maps	●	●	●●	●●●	●●●	●●●
Field Maps Designer				●●●	●●●	●●●
ArcGIS Flight			●●	●●	●●	●●
ArcGIS GeoBIM		●●	●●	●●●	●●●	●●●
ArcGIS Hub Basic (ArcGIS Online only)	●	●	●	●●●	●●●	●●●
ArcGIS Instant Apps	●	●●	●●	●●●	●●●	●●●

● Can view data and apps

●● Can view and edit data, but can't create or modify apps and items

●●● Can view and edit data, and create and modify apps and items

✓ Included

2025 User Type Matrix (continued)

Detailed description of what's included in each user type beginning in June 2025.

- Can view data and apps
- Can view and edit data, but can't create or modify apps and items
- Can view and edit data, and create and modify apps and items
- ✓ Included

	Viewer	Contributor	Mobile Worker	Creator	Professional	Professional Plus
Apps - Continued						
ArcGIS Knowledge Studio ³ (ArcGIS Enterprise only)	●	●	●	●●●	●●●	●●●
ArcGIS Maps for Adobe Creative Cloud	●	●	●	●●●	●●●	●●●
ArcGIS for Microsoft 365 ⁴	●	●●	●●	●●●	●●●	●●●
ArcGIS Mission ⁵ (ArcGIS Enterprise only)						
ArcGIS Mission Manager				●●●	●●●	●●●
ArcGIS Mission Responder		●●	●●	●●●	●●●	●●●
ArcGIS Navigator			●	●	●	●
ArcGIS Notebooks				●●●	●●●	●●●
ArcGIS QuickCapture						
ArcGIS QuickCapture			●●	●●●	●●●	●●●
QuickCapture Designer				●●●	●●●	●●●
ArcGIS StoryMaps						
ArcGIS StoryMaps	●	●	●	●●●	●●●	●●●
ArcGIS StoryMaps Briefings app	●	●	●	●	●	●
ArcGIS Survey123						
ArcGIS Survey123 mobile app			●●	●●●	●●●	●●●
ArcGIS Survey123 web app	●	●●	●●	●●●	●●●	●●●
Survey123 Connect				●●●	●●●	●●●
ArcGIS Urban						●●●
ArcGIS Web Editor				●●●	●●●	●●●
ArcGIS Workforce						
ArcGIS Workforce mobile app			●●	●●	●●	●●
ArcGIS Workforce web app				●●●	●●●	●●●
ArcGIS Enterprise Sites (ArcGIS Enterprise only)	●	●	●	●●●	●●●	●●●
Map Viewer	●	●●	●●	●●●	●●●	●●●
Scene Viewer	●	●●	●●	●●●	●●●	●●●
Additional Products and Capabilities						
Advanced Editing user type extension ⁶					✓	✓
ArcGIS CityEngine					✓	✓
ArcGIS Living Atlas of the World	✓	✓	✓	✓	✓	✓
ArcGIS Solutions				✓	✓	✓
Image Analysis					●●●	●●●
Image Hosting				●●●	●●●	●●●
Location Sharing user type extension			✓			

2025 User Type Matrix (continued)

Detailed description of what's included in each user type beginning in June 2025.

	Viewer	Contributor	Mobile Worker	Creator	Professional	Professional Plus
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Scripting and Developer Technologies

● Can view data and apps

●● Can view and edit data, but can't create or modify apps and items

●●● Can view and edit data, and create and modify apps and items

✓ Included

ArcGIS Maps SDK for JavaScript	●	●●	●●	●●●	●●●	●●●
ArcGIS Maps SDKs for Native Apps ⁷	Lite	Basic	Basic	Standard	Advanced	Advanced
ArcGIS Maps SDKs for Game Engines	●	●	●	●	●	●
ArcGIS Pro SDK for .NET				●●●	●●●	●●●
ArcPy				●●●	●●●	●●●
ArcGIS Enterprise SDK				●●●	●●●	●●●
ArcGIS API for Python	●	●●	●●	●●●	●●●	●●●

¹The ArcGIS Workflow Manager extension for ArcGIS Pro requires the ArcGIS Workflow Manager organizational license for ArcGIS Online or ArcGIS Enterprise.

²ArcGIS Business Analyst Web App Standard is available in ArcGIS Online. ArcGIS Enterprise customers with at least one ArcGIS Online license for the Creator user type or above can leverage Business Analyst Web App Standard through ArcGIS Online utility services as of the ArcGIS Enterprise 12.0 release.

³ArcGIS Knowledge Studio is available upon purchasing the ArcGIS Knowledge license, which includes ArcGIS Knowledge Server. Knowledge Studio is available for ArcGIS Enterprise customers only.

⁴ArcGIS for Microsoft 365 includes ArcGIS for Excel, ArcGIS for Power BI, ArcGIS for SharePoint, ArcGIS for Teams, and ArcGIS Connectors for Power Automate.

⁵ArcGIS Mission Manager and ArcGIS Mission Responder are available at the designated user types above upon purchasing ArcGIS Mission, which includes ArcGIS Mission Manager. It is available for ArcGIS Enterprise customers only.

⁶The Advanced Editing user type extension provides access to ArcGIS Parcel Fabric, ArcGIS Trace Network, and ArcGIS Utility Network. Full functionality of those three capabilities is available with ArcGIS Enterprise.

⁷ArcGIS Maps SDKs for Native Apps license levels correspond with ArcGIS Maps SDKs capabilities.

Note: This matrix is specific to user types only. It does not include all products licensed by Esri. Products that have been deprecated or retired are not listed.





Quotation # Q-573623

Date: May 1, 2026

Customer # 381702 Contract # ENTERPRISE AGREEMENT

City of Redlands
Management Services
35 Cajon St Ste 222
Redlands, CA 92373-4746

ATTENTION: Danielle Garcia
PHONE: (909) 798-7507
EMAIL: dgarcia@cityofredlands.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/1/2026 To: 7/30/2026

Year 1 (2026-2027)

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
159166	1	Year 1	\$5,150.00	\$5,150.00
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription				
173625	1	Year 1	\$4,995.50	\$4,995.50
Site Scan for ArcGIS Operator Annual Subscription USA Hosted. This user type license is the foundation of Site Scan for ArcGIS. It provides drone operators the ability to create and fly drone missions using Site Scan Flight Planning, and to upload drone flight data into Site Scan Manager for processing into 2D and 3D outputs. In addition to the ability to fly a drone and upload images for processing, Site Scan Operators have the same privileges as a Site Scan Access License, including ability to download, edit, analyze, and share project data using the Site Scan Manager web interface. What's Included: Access to Site Scan for ArcGIS Flight Planning iOS App, Access to Site Scan for ArcGIS Manager Web App, Unlimited data processing and storage in private cloud, Unlimited View Only Licenses, Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.				
173632	1	Year 1	\$499.55	\$499.55
Site Scan for ArcGIS Access Annual Subscription USA Hosted. This user type license is for drone data users that need full access to analyze, manage, and share data from their organization's Site Scan drone projects. An Access License is required to download, edit, analyze, and process project data using Site Scan Manager, to make persistent measurements or annotations, or to access Admin functionalities such as user or fleet management, if authorized. What's Included: Access to Site Scan for				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Beth Wood	Email: etaylor@esri.com	Phone: 909-793-2853 ext 2137 x2137
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Quotation # Q-573623

Date: May 1, 2026

Customer # 381702 Contract # ENTERPRISE AGREEMENT

City of Redlands
 Management Services
 35 Cajon St Ste 222
 Redlands, CA 92373-4746

ATTENTION: Danielle Garcia
 PHONE: (909) 798-7507
 EMAIL: dgarcia@cityofredlands.org

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/1/2026 To: 7/30/2026

Material	Qty	Term	Unit Price	Total
ArcGIS Manager Web App, Access to Site Scan for ArcGIS Flight Planning iOS App to plan flights only (cannot operate drone), Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.				
180147	1	Year 1	\$1,750.00	\$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription				

Year 2 (2027-2028)

Material	Qty	Term	Unit Price	Total
193206	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
159166	1	Year 2	\$5,150.00	\$5,150.00
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription				
173625	1	Year 2	\$4,995.50	\$4,995.50
Site Scan for ArcGIS Operator Annual Subscription USA Hosted. This user type license is the foundation of Site Scan for ArcGIS. It provides drone operators the ability to create and fly drone missions using Site Scan Flight Planning, and to upload drone flight data into Site Scan Manager for processing into 2D and 3D outputs. In addition to the ability to fly a drone and upload images for processing, Site Scan Operators have the same privileges as a Site Scan Access License, including ability to download, edit, analyze, and share project data using the Site Scan Manager web interface. What's Included: Access to Site Scan for ArcGIS Flight Planning iOS App, Access to Site Scan for ArcGIS Manager Web App, Unlimited data processing and storage in private cloud, Unlimited View Only Licenses, Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.				

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 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 381702 Contract # ENTERPRISE AGREEMENT

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 35 Cajon St Ste 222
 Redlands, CA 92373-4746

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Quote is valid from: 5/1/2026 To: 7/30/2026

ATTENTION: Danielle Garcia
 PHONE: (909) 798-7507
 EMAIL: dgarcia@cityofredlands.org

Material	Qty	Term	Unit Price	Total
173632	1	Year 2	\$499.55	\$499.55

Site Scan for ArcGIS Access Annual Subscription USA Hosted. This user type license is for drone data users that need full access to analyze, manage, and share data from their organization's Site Scan drone projects. An Access License is required to download, edit, analyze, and process project data using Site Scan Manager, to make persistent measurements or annotations, or to access Admin functionalities such as user or fleet management, if authorized. What's Included: Access to Site Scan for ArcGIS Manager Web App, Access to Site Scan for ArcGIS Flight Planning iOS App to plan flights only (cannot operate drone), Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.

180147	1	Year 2	\$1,750.00	\$1,750.00
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ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription

Year 3 (2028-2029)

Material	Qty	Term	Unit Price	Total
193206	1	Year 3	\$60,300.00	\$60,300.00

Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription

159166	1	Year 3	\$5,150.00	\$5,150.00
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ArcGIS Hub Premium ArcGIS Online Community Annual Subscription

173625	1	Year 3	\$4,995.50	\$4,995.50
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Site Scan for ArcGIS Operator Annual Subscription USA Hosted. This user type license is the foundation of Site Scan for ArcGIS. It provides drone operators the ability to create and fly drone missions using Site Scan Flight Planning, and to upload drone flight data into Site Scan Manager for processing into 2D and 3D outputs. In addition to the ability to fly a drone and

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Customer # 381702 Contract # ENTERPRISE AGREEMENT

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ATTENTION: Danielle Garcia
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 EMAIL: dgarcia@cityofredlands.org

Material	Qty	Term	Unit Price	Total
upload images for processing, Site Scan Operators have the same privileges as a Site Scan Access License, including ability to download, edit, analyze, and share project data using the Site Scan Manager web interface. What's Included: Access to Site Scan for ArcGIS Flight Planning iOS App, Access to Site Scan for ArcGIS Manager Web App, Unlimited data processing and storage in private cloud, Unlimited View Only Licenses, Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.				
173632	1	Year 3	\$499.55	\$499.55
Site Scan for ArcGIS Access Annual Subscription USA Hosted. This user type license is for drone data users that need full access to analyze, manage, and share data from their organization's Site Scan drone projects. An Access License is required to download, edit, analyze, and process project data using Site Scan Manager, to make persistent measurements or annotations, or to access Admin functionalities such as user or fleet management, if authorized. What's Included: Access to Site Scan for ArcGIS Manager Web App, Access to Site Scan for ArcGIS Flight Planning iOS App to plan flights only (cannot operate drone), Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.				
180147	1	Year 3	\$1,750.00	\$1,750.00
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription				

Subtotal:	\$218,085.15
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$218,085.15

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Date: May 1, 2026

Customer # 381702 Contract # ENTERPRISE AGREEMENT

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Management Services
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Redlands, CA 92373-4746

ATTENTION: Danielle Garcia
PHONE: (909) 798-7507
EMAIL: dgarcia@cityofredlands.org

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If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

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Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Redlands
(Customer)

Environmental Systems Research Institute, Inc.

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Mario Saucedo

Printed Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

ATTEST:

Jeanne Donaldson, City Clerk

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“**Case**” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“**Deploy**”, “**Deployed**” and “**Deployment**” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“**Fee**” means the fee set forth in the Quotation.

“**Maintenance**” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“**Master Agreement**” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“**Product(s)**” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“**Quotation**” means the offer letter and quotation provided separately to Customer.

“**Technical Support**” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“**Tier 1 Help Desk**” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“**Tier 1 Support**” means the Technical Support provided by the Tier 1 Help Desk.

“**Tier 2 Support**” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0 —MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Quotation # Q-573625

Date: May 6, 2026

Customer # 381702 Contract # ENTERPRISE AGREEMENT

City of Redlands
 Management Services
 35 Cajon St Ste 222
 Redlands, CA 92373-4746

ATTENTION: Danielle Garcia
 PHONE: (909) 798-7507
 EMAIL: dgarcia@cityofredlands.org

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 5/1/2026 To: 7/30/2026*

Year 1 (2026-2027)

Material	Qty	Unit Price	Total
181071	1	\$11,800.00	\$11,800.00
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription			
181077	1	\$5,900.00	\$5,900.00
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription			

Year 2 (2027-2028)

Material	Qty	Unit Price	Total
181071	1	\$11,800.00	\$11,800.00
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription			
181077	1	\$5,900.00	\$5,900.00
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription			

Year 3 (2028-2029)

Material	Qty	Unit Price	Total
181071	1	\$11,800.00	\$11,800.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Beth Wood	Email: etaylor@esri.com	Phone: 909-793-2853 ext 2137 x2137
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-573625

Date: May 6, 2026

Customer # 381702 Contract # ENTERPRISE AGREEMENT

City of Redlands
 Management Services
 35 Cajon St Ste 222
 Redlands, CA 92373-4746

ATTENTION: Danielle Garcia
 PHONE: (909) 798-7507
 EMAIL: dgarcia@cityofredlands.org

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/1/2026 To: 7/30/2026

Material	Qty	Unit Price	Total
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription			
181077	1	\$5,900.00	\$5,900.00
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription			

Subtotal:	\$53,100.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$53,100.00

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To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/1/2026 To: 7/30/2026

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Beth Wood	Email: etaylor@esri.com	Phone: 909-793-2853 ext 2137 x2137
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WOODB This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-563058

Date: December 2, 2025

Customer # 381702 Contract #

City of Redlands
 Management Services
 35 Cajon St Ste 222
 Redlands, CA 92373-4746

ATTENTION: Danielle Garcia
 PHONE: (909) 798-7507
 EMAIL: dgarcia@cityofredlands.org

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 12/2/2025 To: 3/2/2026

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
159166	1		\$10,300.00	\$10,300.00
ArcGIS Hub Premium ArcGIS Online Community Annual Subscription				
173625	1		\$5,150.00	\$5,150.00
Site Scan for ArcGIS Operator Annual Subscription USA Hosted. This user type license is the foundation of Site Scan for ArcGIS. It provides drone operators the ability to create and fly drone missions using Site Scan Flight Planning, and to upload drone flight data into Site Scan Manager for processing into 2D and 3D outputs. In addition to the ability to fly a drone and upload images for processing, Site Scan Operators have the same privileges as a Site Scan Access License, including ability to download, edit, analyze, and share project data using the Site Scan Manager web interface. What's Included: Access to Site Scan for ArcGIS Flight Planning iOS App, Access to Site Scan for ArcGIS Manager Web App, Unlimited data processing and storage in private cloud, Unlimited View Only Licenses, Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.				
173625	1		\$5,150.00	\$5,150.00

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For questions contact: Beth Wood	Email: etaylor@esri.com	Phone: 909-793-2853 ext 2137 x2137
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To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 12/2/2025 To: 3/2/2026

Material	Qty	Term	Unit Price	Total
<p>Site Scan for ArcGIS Operator Annual Subscription USA Hosted. This user type license is the foundation of Site Scan for ArcGIS. It provides drone operators the ability to create and fly drone missions using Site Scan Flight Planning, and to upload drone flight data into Site Scan Manager for processing into 2D and 3D outputs. In addition to the ability to fly a drone and upload images for processing, Site Scan Operators have the same privileges as a Site Scan Access License, including ability to download, edit, analyze, and share project data using the Site Scan Manager web interface. What's Included: Access to Site Scan for ArcGIS Flight Planning iOS App, Access to Site Scan for ArcGIS Manager Web App, Unlimited data processing and storage in private cloud, Unlimited View Only Licenses, Technical support (Email/phone support [7AM to 7PM PT: Monday thru Friday], E Learning online knowledge base.</p>				
180147	1		\$3,500.00	\$3,500.00
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription				

Subtotal:	\$205,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$205,000.00

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For questions contact: Beth Wood	Email: etaylor@esri.com	Phone: 909-793-2853 ext 2137 x2137
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		



Quotation # Q-563058

Date: December 2, 2025

Customer # 381702 Contract #

City of Redlands
Management Services
35 Cajon St Ste 222
Redlands, CA 92373-4746

ATTENTION: Danielle Garcia
PHONE: (909) 798-7507
EMAIL: dgarcia@cityofredlands.org

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Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 12/2/2025 To: 3/2/2026*

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If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ _____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

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For questions contact: Beth Wood	Email: etaylor@esri.com	Phone: 909-793-2853 ext 2137 x2137
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“**Case**” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“**Deploy**”, “**Deployed**” and “**Deployment**” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“**Fee**” means the fee set forth in the Quotation.

“**Maintenance**” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“**Master Agreement**” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“**Product(s)**” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“**Quotation**” means the offer letter and quotation provided separately to Customer.

“**Technical Support**” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“**Tier 1 Help Desk**” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“**Tier 1 Support**” means the Technical Support provided by the Tier 1 Help Desk.

“**Tier 2 Support**” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



City Council

AGENDA ITEM NO. J3.

DATE: May 19, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of approval of a Cooperative Agreement with San Bernardino County Transportation Authority (SBCTA) for management and delivery of the construction phase of the Highland/Redlands Regional Gap Connector Project (Project) in the amount not to exceed \$440,396; approval of a Cooperative Agreement with City of Highland for sharing final design cost of the Project in the amount not to exceed \$57,850; and determination that these actions are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Heredia)

MOTION:

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

1. I move that the City Council approve a Cooperative Agreement with SBCTA for the management and delivery of the construction phase of the Highland/Redlands Regional Gap Connector Project (Project) in the amount not to exceed \$440,396; and
2. I move that the City Council approve a Cooperative Agreement with the City of Highland for sharing the final design cost of the Project in the amount not to exceed \$57,850; and
3. I move City that the Council determine approval of Cooperative Agreements with SBCTA and the City of Highland are exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Agreement with SBCTA for the management and delivery of the construction phase of the Highland/Redlands Regional Gap Connector Project (Project) in the amount not to exceed \$440,396; and recommends City Council approve a Cooperative Agreement with the City of Highland for sharing the final design cost of the Project in the amount not to exceed \$57,850.

DISCUSSION:

Project History:

The Highland/Redlands Regional Gap Connector Project (Project) constitutes a regionally significant active transportation capital improvement initiative proposing the design and construction of Class I and Class IV bicycle and pedestrian facilities within the municipal jurisdictions of the City of Redlands and City of Highland. The Project corridor generally extends from Citrus Valley High School (CVHS) in Redlands to Arroyo Verde Elementary School in Highland and is intended to enhance multimodal connectivity for non-motorized users. The proposed improvements are anticipated to materially benefit students commuting to CVHS, whose attendance boundary is predominantly located within the City of Highland. At present, the sole direct access route consists of Boulder Avenue and Orange Street, a two-lane arterial roadway that lacks compliant bicycle or pedestrian infrastructure, thereby presenting safety and operational deficiencies. Upon completion, the Project will establish a continuous, dedicated right-of-way for bicycle and pedestrian travel between the two jurisdictions and will further provide an interconnection with the planned Santa Ana River Trail, a regional trail system extending to the Pacific Ocean.

The Project has undergone extensive planning and development since its initial inception in 2016, when federal funding was awarded to support preliminary implementation. During the environmental review and regulatory permitting phase in 2021, the Project encountered substantial constraints associated with compliance requirements imposed by the California Department of Fish and Wildlife (CDFW). Specifically, CDFW required approximately 31 acres of compensatory mitigation to offset both temporary and permanent impacts to the San Bernardino Kangaroo Rat habitat, as mandated under applicable state environmental protection statutes. The estimated cost of such mitigation measures, approximately \$6.5 million, exceeded the projected construction cost of \$4 million, thereby rendering the Project financially infeasible under the existing funding framework. Consequently, the Cities of Highland and Redlands elected to relinquish the federal grant funding due to the disproportionate mitigation obligations.

In order to advance the Project and ensure its eventual delivery, the Cities entered into a cooperative partnership with the SBCTA. On March 1, 2023, the SBCTA Board of Directors formally authorized a revised project delivery strategy, including the allocation of funding and segmentation of the overall Project into three discrete components: the Highland Regional Segment (approximately 1.55 miles), the Redlands Regional South Segment (approximately 0.85 miles), and the Gap Connector Segment (approximately 2.85 miles). The Highland and Redlands segments fall within the exclusive land use and permitting authority of their respective jurisdictions, whereas the Gap Connector Segment is located entirely within an environmentally sensitive habitat area, as identified in Attachment C. Pursuant to an interagency agreement, each jurisdiction assumed responsibility for the design and construction of its respective segment, while SBCTA was designated as the lead agency for purposes of environmental clearance, permitting, and implementation of the Gap Connector Segment.

Current Status:

The City of Redlands and City of Highland each achieved substantial completion of their respective capital improvement projects in Summer 2025. In coordination with both municipalities, SBCTA has undertaken comprehensive efforts to secure supplemental funding sources and obtain all requisite environmental clearances to advance the Gap Project to implementation.

In October 2025, The Project successfully obtained \$3 million in grant funding through the Mobile Source Air Pollution Reduction Review Committee, as authorized by the South Coast Air Quality Management District Governing Board. Additionally, the Project was awarded \$2 million in Community Project Funding under the Fiscal Year 2026 federal appropriations legislation, with sponsorship from the Office of Congressman Pete Aguilar. SBCTA further secured a \$1.4 million grant under the Federal Carbon Reduction Program, designated for improvements within the Highland project segment.

On February 27, 2026, the Project also received all applicable regulatory authorizations from the CDFW, including the issuance of environmental permits that prescribe mandatory mitigation measures for impacts on the Santa Ana River Wash Plan Species Habitat Conservation Plan (SBKR). The permit application incorporated stakeholder input and prior environmental review findings, resulting in a reduced project footprint and minimized biological impacts. Based on these revisions, CDFW established a compensatory mitigation requirement of 3.26 acres, with an associated cost obligation of \$1,184,486. With regulatory approvals secured and funding commitments in place, the Project is now authorized to proceed into final design, procurement, and construction phases in accordance with applicable statutory and contractual requirements.

Project Design:

On February 7, 2017, the City Council authorized the execution of a Cooperative Agreement with the City of Highland for the cost-sharing of the engineering design services for the Project. At the time the Project was bifurcated into phased components, the design documents had not been fully developed or revised to reflect the modified, phased implementation strategy. Design was completed at 95%, and the project did not move forward due to environmental constraints, as described above.

Notwithstanding continued Project activity, efforts have been limited to staff-level coordination and advancement of environmental clearance documentation. Engineering design activities were formally suspended pending acquisition of requisite environmental permits, including those necessary to satisfy SBKR mitigation requirements, and confirmation of fiscal feasibility. The City of Highland has agreed to serve as the lead agency for the final design phase, consistent with its prior role, in order to streamline project delivery and maintain administrative efficiency.

To reinitiate final design services, H.W. Lochner, Inc. (Lochner), successor-in-interest to KOA Corporation, submitted a design proposal to complete the remaining design work for the Gap Project. Given Lochner's prior preparation of the original design documents and demonstrated expertise in transportation infrastructure projects, the firm is uniquely qualified to perform the required services efficiently and cost-effectively. The proposed scope of services includes the preparation of final PS&E documents and supplemental technical studies, including hydrologic and hydraulic analyses, geotechnical investigations, and structural design calculations for two proposed pedestrian/bicycle bridges within the project boundary. These elements were not previously incorporated, as the bridges had originally been contemplated under a design-build delivery model. Incorporating these design components at this stage is expected to enhance cost certainty and reduce construction-phase risk exposure. Staff, along with the City of Highland, has evaluated the proposal and negotiated a not-to-exceed fee of \$347,296, which is commensurate with industry standards for projects of similar complexity and magnitude. The proposal also includes an optional task for high-frequency sonic borings to refine geotechnical data, at an additional cost of \$37,565. It should be noted that the bridge design components constitute the majority of the project cost and are located entirely within the City of Highland's jurisdictional boundaries.

Project design costs have been allocated between the City of Redlands and the City of Highland in proportion to the scope of work within each jurisdiction. The City of Highland's share is estimated at \$289,446, while the City of Redlands' share is estimated at \$57,850. The disproportionate allocation reflects the inclusion of the bridge design elements within Highland's jurisdiction. Upon approval and execution of the agreement, the Project schedule anticipates that the final design will be completed by July, 2026.

Cooperative Agreement:

SBCTA has agreed to serve as the lead agency for the construction phase, and the Cooperative Agreement delineates the respective roles, obligations, and financial responsibilities of the participating parties. Pursuant to the terms of the Agreement, SBCTA shall furnish comprehensive project management services during the construction phase, including the procurement and administration of a construction management consultant and a licensed contractor for execution of the Work.

Each participating City shall be contractually obligated to reimburse its proportionate share of all actual and allocable costs incurred by SBCTA, including but not limited to project management services, construction management services, and direct construction expenditures. The total estimated cost for completion of the construction phase, inclusive of all required environmental mitigation measures, is established at Nine Million Dollars (\$9,000,000), with the allocation of funding responsibilities set forth in the Agreement exhibits and the accompanying summary table below:

Funding Source	Amount
Federal Carbon Reduction Program Grant	\$1,405,800
Mobile Source Air Pollution Reduction Allocation	\$3,000,000
Fiscal Year 2026 Federal Earmark	\$2,000,000
Measure I Arterial Program Redlands Portion (through SBCTA)	\$1,996,324
City of Redlands Local Match	\$440,396
Measure I Arterial Program Highland Portion (through SBCTA)	\$1,017,435
City of Highland Local Match	\$417,085

To satisfy the local cost-share obligations associated with applicable grant funding and Measure I Arterial Program allocations, the City of Redlands' proportionate financial responsibility for construction is estimated at \$440,396. Contingent upon approval of all proposed actions, SBCTA anticipates issuing a Notice Inviting Bids for construction in Fall 2026, following completion of final design and preparation of contract documents. Construction is projected to commence in early 2027, with an estimated contract duration of approximately twelve (12) months, subject to standard provisions for delays, extensions of time, and unforeseen conditions.

ALTERNATIVES:

Council may elect to decline to execute the Cooperative Agreements with SBCTA and Highland and provide alternate direction.

STRATEGIC PLAN:

The project supports Strategic Plan Priority D, Strategic Objective 3. Infrastructure: Engineer and construct transportation facilities to accommodate all potential users - motorists, cyclists, and pedestrians.

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, Interim Assistant City Manager

James Garland, Interim Management Services/Finance Director

PREPARED BY:

Goutam Dobey, City Engineer

FISCAL IMPACT

Fiscal Year: FY 2026/27

Account No.: 252400

Discussion:

There is no financial impact for the current fiscal year. The final design phase costs a total of \$347,296, with \$289,446 allocated to the City of Highland and \$57,850 to the City of Redlands pursuant to the cooperative agreement. Under the cooperative agreement with SBCTA, Redlands' construction obligation is set at \$440,396. This amount will also serve as the City's required local match for Measure I Arterial Program funding and is proposed to be financed through Development Impact Fee revenues. The Project will be budgeted for both design and construction costs for FY 26/27.

Attachments

[Attachment A - SBCTA Cooperative Agreement.pdf](#)

[Attachment B - Highland Cooperative Agreement.pdf](#)

[Attachment C - Location Map.pdf](#)

COOPERATIVE AGREEMENT NO. 25-1003333

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF REDLANDS

FOR

**CONSTRUCTION PHASE FOR THE REGIONAL GAP CONNECTOR IN THE CITIES
OF HIGHLAND AND REDLANDS**

**FOR ORANGE STREET FROM 0.25 MILES NORTH OF PIONEER AVENUE TO
GREENSPOT ROAD IN THE CITIES OF HIGHLAND AND REDLANDS**

I. PARTIES AND TERM

- A. This COOPERATIVE AGREEMENT (“AGREEMENT”) is made and entered into by and between the San Bernardino County Transportation Authority (“SBCTA”) and the City of Redlands (“CITY”). SBCTA and CITY may be referred to herein individually as a “PARTY” and collectively as “PARTIES.”
- B. Unless this AGREEMENT is terminated early as provided in Section V, Paragraph E, this AGREEMENT shall terminate upon completion of the PARTIES’ obligations associated with the construction (“CONSTRUCTION”) phase described herein or June 30, 2028, whichever is earlier in time. The indemnification provisions identified in Section V, Paragraphs C through D, shall survive the termination of this AGREEMENT. Should any claims arising out of this AGREEMENT be asserted against one of the PARTIES prior to the termination of this AGREEMENT, the AGREEMENT shall be extended until such time as the claims are settled, dismissed or paid.
- C. SBCTA shall serve as the lead agency for Project Management (“PM”) of the CONSTRUCTION phase of the PROJECT. SBCTA’s PM responsibilities include, but are not limited to, overseeing the selection and management of consultants and contractors, ensuring compliance with federal, state, and local standards, coordinating with the CITY, managing project schedules and budgets, and providing regular updates through Project Development Team (PDT) meetings, all as specified in this AGREEMENT. SBCTA shall be reimbursed for 100% of the actual PM costs relating to the PROJECT, of which CITY shall reimburse SBCTA a 44% portion.

II. RECITALS

- A. WHEREAS, CITY intends to initiate improvements to Orange Street from 0.25 miles north of Pioneer Avenue to Greenspot Road within the limits of the City of Highland and City of Redlands; and
- B. WHEREAS, planned improvements include constructing new active transportation improvements including bicycle and pedestrian facilities, including traffic signal modifications, connecting the City of Highland to City of Redlands, and as further defined in Attachment A and depicted in Attachment B, both of which are attached hereto and made part of this AGREEMENT, and are defined herein as the “PROJECT”; and
- C. WHEREAS, the PROJECT has been awarded Mobile Source Air Pollution Reduction Review Committee (“MSRC”) funds; and
- D. WHEREAS, the PROJECT has been awarded Community Project Funding/Congressionally Directed Spending (“CPF/CDS”) discretionary grant funding; and
- E. WHEREAS, the PARTIES wish to enter into this AGREEMENT to delineate roles, responsibilities, and funding commitments relative to PM and CONSTRUCTION activities of the PROJECT; and
- F. WHEREAS, the CITY desires SBCTA to provide PM services, estimated at \$44,000, for the PROJECT, and understands it is the CITY’s sole responsibility to pay 100% of the CITY’s share of actual SBCTA PM costs; and
- G. WHEREAS, the PROJECT cost shall be funded with pending grant funds, Measure I Valley Major Streets – Arterial Subprogram funds, and Local Funds for the CONSTRUCTION phase of PROJECT; and

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the PARTIES agree to Section I above and to the following:

III. SBCTA RESPONSIBILITIES

SBCTA agrees:

- A. To be lead agency on PM and CONSTRUCTION and to diligently undertake and complete the CONSTRUCTION work for the PROJECT, including the selection and retention of consultants. Performance of services under these consultant contracts shall be subject to the technical direction of SBCTA’s Director of Project Delivery, or their designee, with concurrence of CITY on matters affecting PROJECT work within CITY’s jurisdiction. SBCTA shall ensure that consultants and contractors participating in PROJECT work are appropriately qualified or licensed to perform the tasks assigned to them and shall be responsible for managing the quality of the PROJECT work, provided however, that all such PROJECT work occurring within the CITY’s jurisdiction shall be performed in compliance

with all CITY codes, ordinances, and standards, and subject to CITY review and approval as to the consistency with those requirements.

- B. To contribute towards the CITY's share of the CONSTRUCTION costs of the PROJECT in an amount not to exceed \$1,319,604 ("SBCTA FUNDS") as shown in Attachment A, to be paid from the CITY's balance of Measure I Valley Major Streets – Arterial Subprogram funds. The actual cost of CONSTRUCTION may ultimately vary from the estimates provided in Attachment A; however, under no circumstance are the SBCTA FUNDS to exceed \$1,319,604 without a written amendment to this AGREEMENT signed by both Parties.
- C. To prepare and submit to CITY signed invoices for reimbursement of allowable PROJECT expenditures. Invoices may be submitted to CITY as frequently as monthly.
- D. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles ("GAAP") to support SBCTA's request for reimbursement, payment vouchers, or invoices, which segregate and accumulate costs of PM and CONSTRUCTION work elements, and produce monthly reports that clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by SBCTA.
- E. To prepare a final accounting of expenditures, including a final invoice for the actual PM and CONSTRUCTION costs. The final accounting and invoice shall be submitted no later than one hundred and twenty (120) calendar days following the completion of this AGREEMENT and shall be submitted to CITY. The invoice shall include a statement that these PROJECT funds were used in conformance with this AGREEMENT and for those PROJECT-specific PM and CONSTRUCTION work activities.
- F. To cooperate in having a PROJECT-specific audit completed by CITY, at its option, upon completion of PM and CONSTRUCTION work. The audit should justify and validate that all funds expended on the PROJECT were used in conformance with this AGREEMENT.
- G. To reimburse CITY for costs that are determined by subsequent audit to be unallowable within ninety (90) calendar days of SBCTA receiving notice of audit findings, which time shall include an opportunity for SBCTA to respond to and/or resolve the finding. Should the finding not be otherwise resolved and SBCTA fails to reimburse monies due CITY within ninety (90) calendar days of audit finding, or within such other period as may be agreed between both PARTIES hereto, the CITY's Council reserves the right to withhold future payments due SBCTA from any source under CITY's control.
- H. SBCTA's Director of Project Delivery is authorized to act on behalf of SBCTA under this Section of the AGREEMENT.
- I. To designate a responsible staff member that will be SBCTA's representative in attending the PDT meetings, receiving day-to-day communication, and providing PM services.
- J. To complete review and provide comments on PROJECT documents in a timely manner that is consistent with the schedule.
- K. To provide CITY with a proposed project schedule to complete the PROJECT.

- L. To include CITY in PDT meetings and related communications on PROJECT progress as well as to provide CITY with copies of PDT meeting minutes and action items.
- M. To perform the PROJECT work in accordance with State and Federal standards and practices, and in compliance with applicable CITY codes, ordinances, and standards for all work within CITY's jurisdiction.
- N. To provide CITY with a reasonable amount of review and approval time, which shall not be less than thirty (30) calendar days, and an opportunity to review, comment on, and approve CONSTRUCTION documents.
- O. To apply for encroachment permits authorizing entry of SBCTA and its consultants and contractors onto CITY right of way to perform investigative activities, including surveying and geotechnical borings, and other field activities required by the PROJECT; and to receive encroachment permits from the CITY at no cost to SBCTA, its consultants, and contractors.
- P. To obtain all necessary PROJECT permits, agreements, and/or approvals from appropriate agencies. All mitigation, monitoring, and/or remedial action required by said permits and/or agreements obtained from agencies other than the CITY shall constitute part of the PROJECT cost.
- Q. To identify the utilities within the PROJECT area and coordinate with utility companies to determine their location, and if necessary, their potential relocation.
- R. To require all contractors and/or consultants under contract to perform services related to the PROJECT to include the CITY, its officers, directors, employees, and agents as additional insureds and to indemnify, defend, and hold harmless the CITY, its officers, directors, employees, and agents from any liability, claims, demands, suits, or actions which may be made by any person resulting from the PROJECT.

IV. CITY RESPONSIBILITIES

CITY agrees:

- A. To reimburse SBCTA for CITY's share of actual SBCTA costs incurred in an estimated amount of \$440,396 ("CITY FUNDS"), which includes \$44,000 towards PM, as shown in Attachment A. The actual cost may ultimately vary from the estimates provided in Attachment A. Any increase in CITY's total share of PROJECT costs above the estimates shown in Attachment A shall require CITY's prior written approval, and CITY's obligation shall be limited to costs attributable to work occurring within CITY's jurisdiction. CITY agrees to amend AGREEMENT in good faith and contribute these additional costs in accordance with Section V, Paragraph A, below.
- B. When conducting an audit of the costs claimed under the provisions of this AGREEMENT, to rely to the maximum extent possible on any prior audit of SBCTA performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors

will be relied upon to the extent that work is acceptable to CITY when planning on conducting additional audits.

- C. To designate a responsible staff member that will be CITY's representative in attending the PDT meetings, receiving day-to-day communication, and reviewing the PROJECT documents.
- D. To review, provide comments on, and approve PROJECT documents within two (2) weeks of receiving the review request from SBCTA. All necessary PROJECT reviews, permits, agreements, and/or approvals from the CITY shall be provided at no cost to SBCTA, its consultants, and contractors.
- E. CITY's Public Works Director/City Engineer is authorized to act on behalf of CITY under this Section of the AGREEMENT.
- F. To provide permits, inspections, reviews, and oversight at no cost to SBCTA or to consultants and contractors contracted by SBCTA to work on the PROJECT.
- G. To provide SBCTA copies of the franchise/utility agreements for the utilities in the PROJECT area for the purpose of determining prior rights and estimating utility relocation costs.
- H. To assist SBCTA as requested and when necessary exercise its rights under utility relocation law or under any franchise agreement, to cause each utility to relocate or rearrange its utility facility.
- I. To accept in writing the PROJECT within thirty (30) days of receipt of written notice from SBCTA that the PROJECT is substantially completed, provided that CITY has inspected the PROJECT and prepared a punch list of any deficiencies within its jurisdiction. Acceptance shall not be unreasonably withheld or delayed, but may be withheld for any items identified on such punch list that are not completed in accordance with approved plans and specifications. Withholding or delaying acceptance because of nonmaterial work outside of CITY's jurisdiction shall be deemed unreasonable.

V. **MUTUAL RESPONSIBILITIES**

The PARTIES agree:

- A. To abide by all applicable Federal, State, and Local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the Effective Date of this AGREEMENT. In the event SBCTA determines PM and CONSTRUCTION work may exceed the amounts identified in Attachment A of this AGREEMENT, SBCTA shall inform CITY of this determination and thereafter the PARTIES shall work together in an attempt to agree upon an amendment to the amounts identified in this AGREEMENT. In no event, however, shall the PARTIES be responsible for PROJECT costs in excess of the amounts identified in this AGREEMENT without a written amendment that is approved by the PARTIES.

- B. Eligible PROJECT reimbursements shall include only those costs incurred by SBCTA for PROJECT-specific work activities that are described in this AGREEMENT and shall not include escalation or interest.
- C. Neither SBCTA nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SBCTA, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) or property damage caused by the negligent acts or willful misconduct of the CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT, provided that CITY shall have the right to participate in the defense of any such claim and SBCTA shall not settle any claim without the CITY's consent, which shall not be unreasonably withheld.
- D. Neither CITY nor any officer, director, employee or agent thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by SBCTA and under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCTA shall fully defend, indemnify and save harmless CITY, its officers, directors, employees or agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) or property damage caused by the negligent acts or willful misconduct of SBCTA under or in connection with any work, authority or jurisdiction delegated to SBCTA under this AGREEMENT, provided that SBCTA shall have the right to participate in the defense of any such claim and CITY shall not settle any claim without the SBCTA's consent, which shall not be unreasonably withheld.
- E. Notwithstanding any other provision herein, to the extent consistent with the terms and obligations hereof, any PARTY may terminate this AGREEMENT at any time without cause, by giving thirty (30) calendar days' written notice to the other PARTY. In the event of a termination, the PARTY terminating this AGREEMENT shall be liable for any costs or other obligations it may have incurred under the terms of the AGREEMENT prior to termination.

In the event of termination for cause due to a material breach by the other PARTY, the terminating PARTY shall not be liable for costs or obligations arising from the breaching PARTY's performance or failure to perform, provided that the terminating PARTY has provided notice of the breach and a reasonable opportunity to cure, if applicable.

- F. The Recitals to this AGREEMENT are true and correct and are incorporated into this AGREEMENT.
- G. All signatories hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said PARTY and that by executing this AGREEMENT, the PARTIES hereto are formally bound to this AGREEMENT.

- H. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California. All PARTIES agree to follow all applicable local, state, county, and federal laws and ordinances with respect to performance under this AGREEMENT.
- I. The PARTIES agree that each PARTY and any authorized representative, designated in writing to the PARTIES, and upon reasonable notice, shall have the right during normal business hours to examine all PARTIES' financial books and records with respect to this AGREEMENT. The PARTIES agree to retain their books and records for a period of three (3) years from the later of: a) the date on which this AGREEMENT terminates; or b) the date on which such book or record was created.
- J. If any clause or provisions of this AGREEMENT is illegal, invalid, or unenforceable under applicable present or future laws, then it is the intention of the PARTIES that the remainder of this AGREEMENT shall not be affected but shall remain in full force and effect.
- K. This AGREEMENT cannot be amended or modified in any way except in writing, signed by all PARTIES hereto.
- L. Neither this AGREEMENT, nor any of the PARTIES' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect.
- M. No waiver of any default shall constitute a waiver of any other default whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a PARTY shall give the other PARTY any contractual rights by custom, estoppel, or otherwise.
- N. In the event of litigation arising from this AGREEMENT, each PARTY to this AGREEMENT shall bear its own costs, including attorneys' fees. This paragraph shall not apply to the costs or attorneys' fees relative to paragraphs C and D of this Section.
- O. This AGREEMENT may be signed in counterparts, each of which shall constitute an original, and may be signed using electronic signatures. This AGREEMENT is effective and shall be dated on the date executed by SBCTA ("Effective Date").
- P. Any notice required, authorized, or permitted to be given hereunder or any other communications between the PARTIES provided for under the terms of this AGREEMENT shall be in writing, unless otherwise provided for herein, and shall be served personally or by reputable courier addressed to the relevant party at the address/fax number stated below:

If to SBCTA: Kristi Lynn Harris
Director of Project Delivery
1170 West Third Street, Second Floor
San Bernardino, CA 92410-1715
Telephone: (909) 884-8276

**SIGNATURE PAGE TO
COOPERATIVE AGREEMENT NO. 25-1003333
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
and CITY OF REDLANDS**

**SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY**

CITY OF REDLANDS

By: _____
Rick Denison
President, Board of Directors

By: _____
Mario Saucedo
Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Iain MacMillan
Assistant General Counsel

By: _____
Yvette M. Abich Garcia
CITY Attorney

ATTEST:

By: _____
Jeanne Donaldson
City Clerk

Attachment A

Project Scope:

Orange Street from 0.25 miles north of Pioneer Avenue to Greenspot Road within the limits of the City of Highland and City of Redlands.

Total Project Cost Estimate and Funding Shares:

Highland Share of Project Costs: 56%

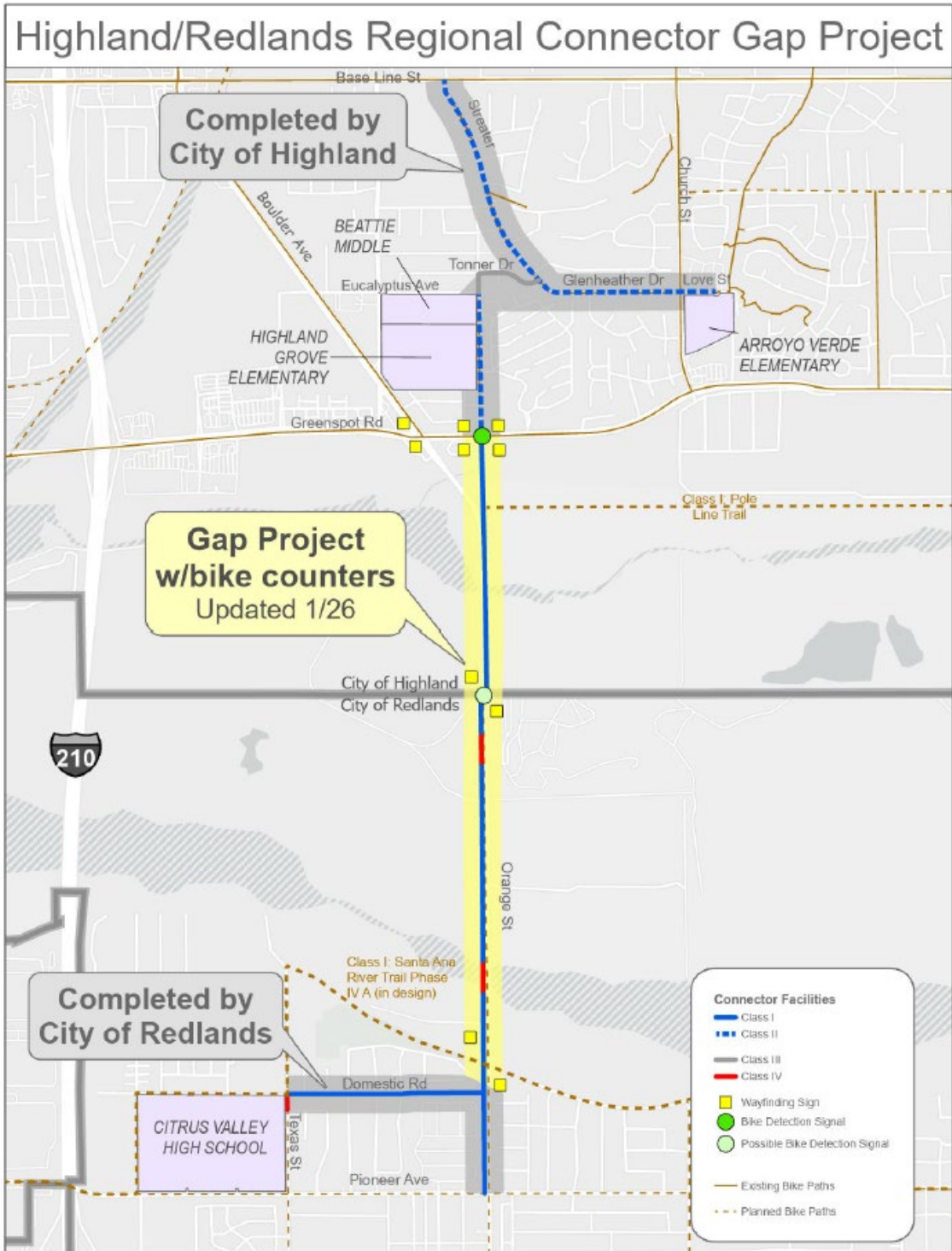
Redlands Share of Project Costs: 44%

Highland Development Share Match to SBCTA Funds: 46.4%

Redlands Development Share Match to SBCTA Funds: 23.1%

PHASE	TOTAL COST	FEDERAL CRP	FEDERAL CPF/CDS	MSRC	SBCTA FUNDS - HIGHLAND	SBCTA FUNDS - REDLANDS	CITY FUNDS - HIGHLAND	CITY FUNDS - REDLANDS
HIGHLAND NORTH	\$1,587,936	\$1,405,800			\$97,625		\$84,511	
GAP - NORTH	\$3,396,064		\$1,120,000	\$1,680,000	\$319,490		\$276,574	
GAP - SOUTH	\$3,916,000		\$880,000	\$1,320,000		\$1,319,604		\$396,396
PROJECT MANAGEMENT	\$100,000						\$56,000	\$44,000
TOTAL	\$9,000,000	\$1,405,800	\$2,000,000	\$3,000,000	\$417,115	\$1,319,604	\$417,085	\$440,396

Attachment B Project Limits



**AGREEMENT BETWEEN
CITY OF HIGHLAND AND CITY OF REDLANDS
FOR**

**DESIGN PHASE FOR THE HIGHLAND/REDLANDS REGIONAL
GAP CONNECTOR PROJECT**

**FOR ORANGE STREET FROM 0.25 MILES NORTH OF PIONEER AVENUE TO
GREENSPOT ROAD IN THE CITIES OF HIGHLAND AND REDLANDS**

This agreement is made and entered into this 19th day of May, 2026 (“Effective Date”), by and between the City of Highland (hereinafter referred to as HIGHLAND) and the City of Redlands (hereinafter referred to as REDLANDS), sometime individually referred to as a PARTY and, collectively referred to as the PARTIES.

RECITALS

WHEREAS HIGHLAND and REDLANDS are working cooperatively to deliver a regional bikeway/walkway project entitled HIGHLAND/REDLANDS REGIONAL GAP CONNECTOR PROJECT (hereinafter referred to as the PROJECT); and

WHEREAS HIGHLAND is the Implementing agency and REDLANDS is the Partnering Agency; and

WHEREAS the PROJECT lies within the jurisdictions of HIGHLAND and REDLANDS; and

WHEREAS W.H. Lochner, Inc. is contracted to provide additional plans, specifications, and estimate (collectively referred to as DESIGN) services of the PROJECT at a total cost of \$309,731; and

WHEREAS the PARTIES wish to enter into a Cooperative Agreement to cooperate in the implementation of the PROJECT, delineate responsibilities and funding commitments relative to DESIGN services of the PROJECT; and

WHEREAS the PARTIES acknowledge that each PARTY is responsible for the full costs of the portion of the DESIGN located within its respective jurisdictional boundaries; and

WHEREAS the PARTIES recognize that PROJECT costs are subject to change and it is the intent of the PARTIES that each PARTY pay their share of final PROJECT costs, net of grant funding; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES agree to the following:

SECTION I

HIGHLAND agrees to:

1. Act as Implementing Agency in the execution of DESIGN services within HIGHLAND and REDLANDS. As such, HIGHLAND shall be the sole PARTY that contracts with consultants for DESIGN services.
2. Be responsible for the full DESIGN costs of the PROJECT located within HIGHLAND, totaling \$251,881.
3. Pay its share of the DESIGN costs if funding is reduced, relinquished, deobligated, or otherwise no longer available.
4. Invoice REDLANDS for its share of DESIGN costs no more frequently than once per month. Consultant invoices shall be included with invoices to REDLANDS as the basis for substantiating the invoice amount for eligible DESIGN expenditures.
5. Establish and maintain an accounting conforming to Generally Accepted Accounting Principles to support accounting activities associated with the delivery of the DESIGN and produce monthly reports which clearly identify invoice payments for DESIGN services, including information of the funding sources.
6. Maintain all source documents, books, and records connected with HIGHLAND's performance under this agreement for a minimum of five years from the date the Notice of Completion of the PROJECT is recorded, or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of REDLANDS. Copies will be made and furnished by HIGHLAND upon request.
7. Abide by all SBCTA, State, and Federal policies, procedures, and regulations applicable to the PROJECT.

SECTION II

REDLANDS agrees to:

1. Be responsible for the full DESIGN costs of the PROJECT located within REDLANDS, Totaling \$57,850.
2. Pay its share of DESIGN costs if funding is reduced, relinquished, deobligated, or otherwise no longer available.
3. Pay HIGHLAND for expenditures incurred on that portion of the PROJECT located within REDLANDS within thirty days following receipt of an invoice from HIGHLAND.
4. Establish and maintain an accounting conforming to Generally Accepted Accounting Principles to support accounting activities associated with the delivery of the DESIGN and produce monthly reports which clearly identify invoice payments for DESIGN services, including information of the funding sources.

5. Maintain all source documents, books, and records connected with REDLANDS's performance under this agreement for a minimum of five years from the date the Notice of Completion of the PROJECT is recorded, or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of HIGHLAND. Copies will be made and furnished by REDLANDS upon request.
6. Abide by all SBCTA, State, and Federal policies, procedures, and regulations applicable to the PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. That eligible PROJECT expenditures shall be limited to DESIGN-specific work and shall not include escalation, interest, or other fees.
2. Each PARTY shall defend, indemnify, and hold harmless the other PARTY from and against any claim of liability, damages, cost or loss, including costs and attorney's fees, from personal injury or death to persons, or property damage (collectively "Claims") resulting from or arising from negligence or willful misconduct of either PARTY, its elected officials, employees, consultants, or agents, except to the extent such Claims may be caused by or result from negligence or willful misconduct of either PARTY, its elected officials, employees, contractors, or agents.
3. This Agreement shall commence on its Effective Date and shall terminate upon HIGHLAND's provision of a written notice of completion of DESIGN, unless any accounting remains unsettled between the PARTIES. Upon settlement of any such accounting issues, REDLANDS and HIGHLAND shall each issue a written notice of completion of DESIGN and this Agreement shall be deemed terminated as of such date. This Agreement may be extended or terminated by mutual written consent of the PARTIES.

**AGREEMENT BETWEEN
CITY OF HIGHLAND AND CITY OF REDLANDS**

FOR

**DESIGN PHASE FOR THE REGIONAL GAP CONNECTOR IN THE CITIES OF
HIGHLAND AND REDLANDS**

**FOR ORANGE STREET FROM 0.25 MILES NORTH OF PIONEER AVENUE TO
GREENSPOT ROAD IN THE CITY OF HIGHLAND AND REDLANDS**

CITY OF REDLANDS

CITY OF HIGHLAND

By: _____
Mario Saucedo.
Mayor

By: _____
Carlos Zamano
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Yvette M. Abich Garcia
City Attorney

By: _____
Maricela Marroquin
City Attorney

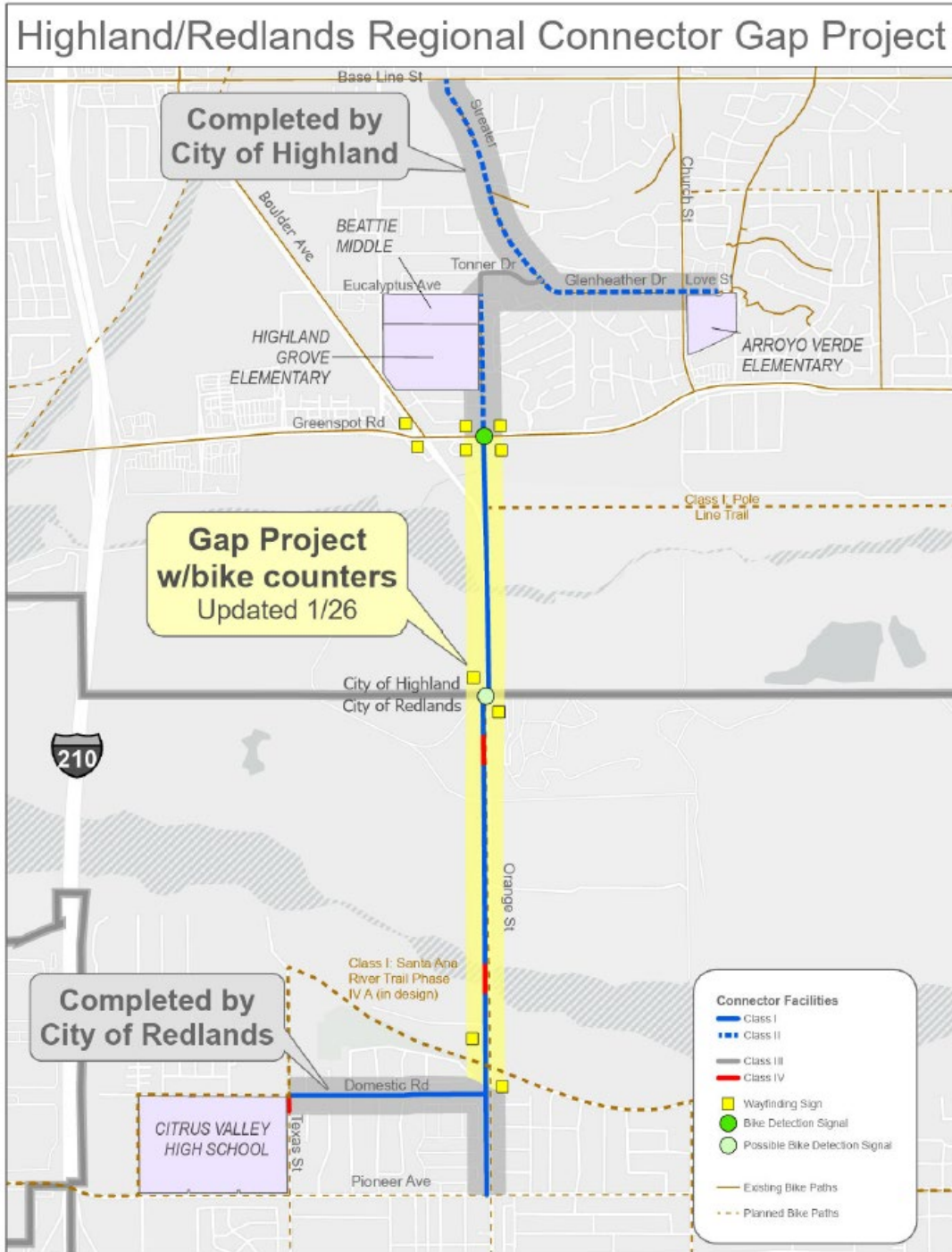
ATTEST:

By: _____
Jeanne Donaldson
City Clerk

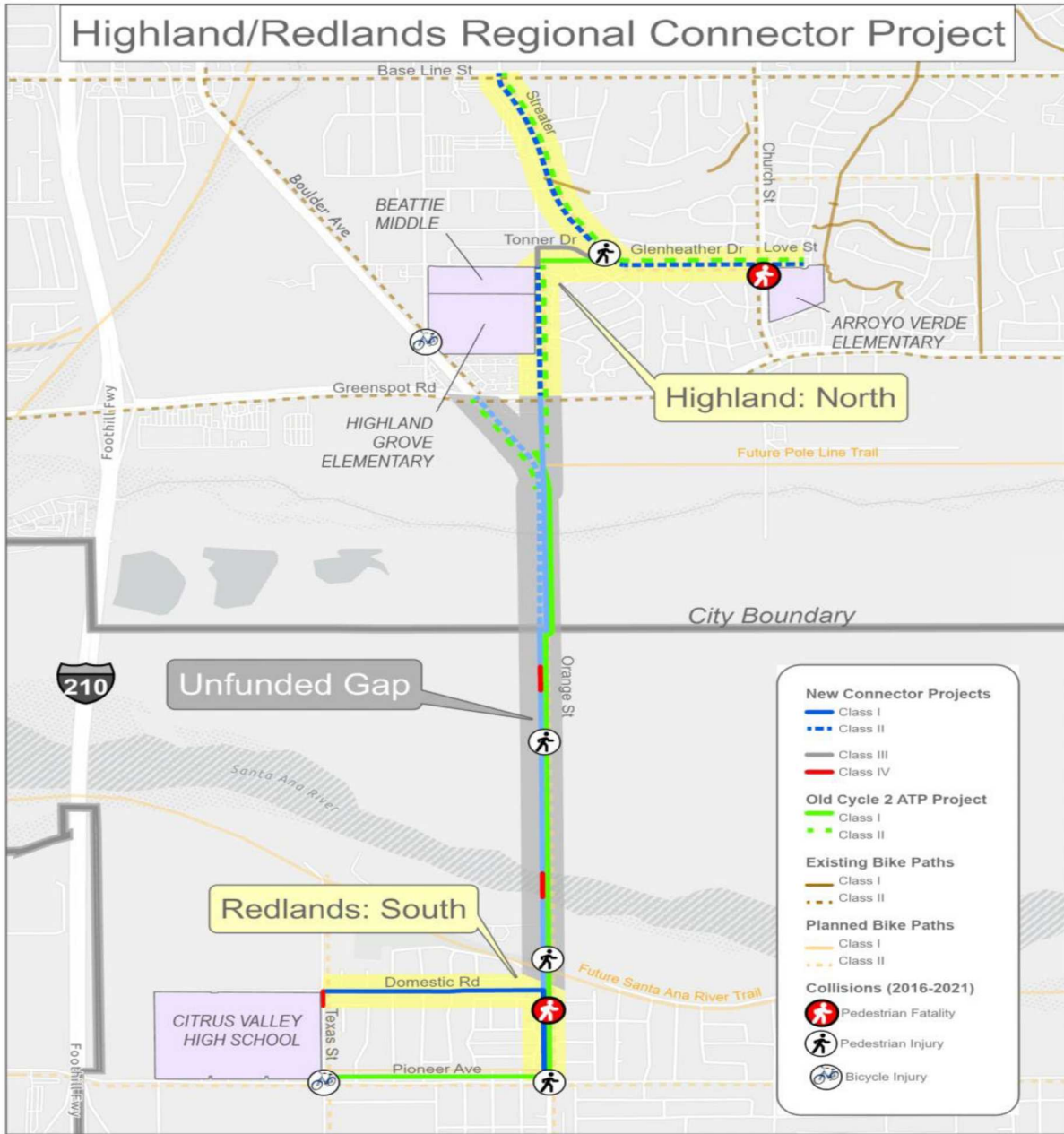
Attachment A Fee Estimate

	SUB-CONSULTANTS		Team Total	COST SHARE	
	Geotechnical (Ninyo & Moore)	Drainage (ACI)		City of Highland	City of Redlands
BASE SERVICES					
TASK 1: PROJECT MANAGEMENT					
Kick-off Meeting (1)			\$772	\$579	\$193
Design Meetings (up to 4)			\$4,848	\$3,636	\$1,212
General Project Management			\$13,400	\$10,050	\$3,350
SUBTOTAL			\$19,020	\$14,265	\$4,755
TASK 2: FINAL DESIGN					
Roadway Plans (100%)			\$41,924	\$18,500	\$23,424
Structural Plans (30%)			\$17,094	\$14,280	\$2,814
Bridge Plans (95%)			\$25,494	\$24,570	\$924
Bridge Plans (100%)			\$8,190	\$7,266	\$924
Ped Bridge Design Calculations			\$30,030	\$30,030	
Barrier Design Calculations			\$13,020		\$13,020
Foundation Report & Geotechnical Report Updates	\$78,200		\$78,200	\$78,200	
Hydrology, Floodplain, Bridge Hydraulics and Scour Study		\$28,800	\$28,800	\$28,800	
Specifications (100%)			\$28,566	\$21,425	\$7,141
Estimates (100%)			\$19,393	\$14,545	\$4,848
SUBTOTAL	\$78,200	\$28,800	\$290,711	\$237,616	\$53,095
TOTAL BASE SERVICES					
	\$78,200	\$28,800	\$309,731	\$251,881	\$57,850

Attachment B Project Limits



LOCATION MAP





City Council

AGENDA ITEM NO. J4.

DATE: May 19, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration for approval of an Agreement with Pro-Craft Construction, Inc. for citywide plumbing and repair services for a one-year term with two (2) optional one-year extensions, in an amount not to exceed \$300,000.00 (Facilities and Community Services Department Director Crocker)

MOTION:

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

I move to approve an agreement with Pro-Craft Construction, Inc. for citywide on-call plumbing and repair services for a one-year term and two (2) optional one-year extensions, in an amount not to exceed \$300,000.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Pro-Craft Construction, Inc. for citywide on-call plumbing and repair services for a one-year term with two (2) optional one-year extensions, in an amount not to exceed \$300,000.

DISCUSSION:

The Facilities & Community Services Building Maintenance Division is responsible for maintaining all City facilities, including plumbing systems, across twenty-eight (28) locations. Several of these facilities have aging infrastructure, resulting in an increased need for plumbing repairs. While Building Maintenance staff perform routine plumbing work, outside contractors are engaged when additional capacity or specialized expertise is required. These services ensure timely completion of repairs while allowing City staff to focus on more complex maintenance needs.

In Fiscal Year 2025, the City expended approximately \$98,000 on contracted plumbing and repair services. With the addition of the Museum of Redlands, staff anticipates an increase of approximately \$2,000 annually, or \$6,000 over the full potential term of the agreement.

The City issued a Request for Bids (RFB) for on-call plumbing and repair services on February 20, 2026.

BID OPENING REPORT SUMMARY

BIDDER	BID AMOUNT
---------------	-------------------

Pro-Craft Construction, Inc., Redlands, CA	\$84,624.00
ACCO Engineered Systems, Inc., Pasadena, CA	\$123,440.00

Each bid was reviewed by staff to assess compliance with bid requirements; Pro-Craft Construction Inc. was determined to be the lowest responsive bidder. The bid totals are based on hourly rates and markup percentages on parts.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

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
 Danielle Garcia, Interim Assistant City Manager
 James Garland, Interim Management Services/Finance Director
 Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Marion Cronin, Administrative Analyst

FISCAL IMPACT

Fiscal Year: 2027-2030

Revenue Generating: No

Amount: \$300,000.00

Budgeted Y/N: Yes

Account No.: 101301,511900, 562900, 564900, 607900, 101192

Additional Appropriation Required: No

Discussion: Funding for this service is included in the operating budget request within various accounts for the FY 2026-2028.

Attachments

[Agreement_w_Pro-Craft_Construction.pdf](#)

[City_Clerk_Report.pdf](#)

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of as needed on call plumbing repairs (“Agreement”) is made and entered in this 5th day of May, 2026 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”) and Pro-Craft Construction, Inc., a California corporation (“Contractor”). City and Contractor are sometimes individually referred to herein as a “Party” and, together, as the “Parties.” In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby engages Contractor to perform as needed on call plumbing repair services for City (the “Services”). The Services that Contractor shall perform are more particularly described in Exhibit “A,” titled “Scope of Services,” which is attached hereto and incorporated herein by this reference.
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

- 2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City’s Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.
- 2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.
- 2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Scope of Services, Contractor shall comply with Labor Code sections 1775 and 1777.7 and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.
- 2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

- 2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.
- 2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
- 2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Scope of Services.
- 3.2 City designates Tabitha Crocker, Facilities & Community Services Director, as City's representative with respect to performance of the Scope of 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 Scope of Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 Compensation: The compensation for Contractor's performance of the Scope of Services shall not exceed the amount of One Hundred Thousand Dollars (\$100,000.00) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Scope of Services shall not exceed the amount of One Hundred Thousand Dollars (\$100,000.00) for the first Extended Term; and One Hundred Thousand Dollars (\$100,000.00) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Three Hundred Thousand Dollars (\$300,000.00). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not-to-exceed amount in accordance with the rates specified in Exhibit "B" titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY

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

CONTRACTOR

Christopher McFayden, CEO
 Pro-Craft Construction, Inc,
 500 Iowa Street
 Redlands, CA 92373
 service@procrafti.com
 909-790-5222

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
- B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

- C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make a governmental decision whether to:
- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.
- B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of

Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Scope of Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

PRO-CRAFT CONSTRUCTION, INC.

By: _____
Mario Saucedo, Mayor

By: _____
Christopher McFayden, CEO

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of Services includes on-call, as-needed plumbing repair services across various City-owned facilities. Services include general plumbing maintenance, troubleshooting, and repair work at multiple locations.

- Perform a wide range of plumbing repairs and maintenance tasks as needed.
- Work may be required at facilities with plumbing infrastructure ranging in age from approximately 30 to 90 years old.
- Contractors should be prepared to address varying levels of system condition and complexity.

- Required response time is **within one (1) hour** from the initial service request.

- All hourly rates must be **fully burdened** and inclusive of:
 - Travel/trip charges
 - Equipment usage
 - Standard tools and incidentals
- No additional fees for these items will be accepted outside the hourly rate.

All invoices must include:

- Purchase Order (PO) number
- Service location (address and/or facility/department identification)
- Detailed description of work performed
- Itemized breakdown separating:
 - Labor hours and applicable hourly rates
 - Material costs

EXHIBIT "B"

FEE SCHEDULE

PREVAILING WAGE HOURLY RATES

Monday -Friday	8:00 A.M. – 5:00 P.M.	\$164.98
Monday-Friday	5:00 P.M. – 8:00 A.M.	\$178.00
Saturday or Sunday	8:00 A.M. – 8:00 A.M.	\$205.00
Holidays	8:00 A.M. – 8:00 A.M.	\$205.00

NON-PREVAILING WAGE HOURLY RATES

Monday -Friday	8:00 A.M. – 5:00 P.M.	\$164.98
Monday-Friday	5:00 P.M. – 8:00 A.M.	\$178.00
Saturday or Sunday	8:00 A.M. – 8:00 A.M.	\$205.00
Holidays	8:00 A.M. – 8:00 A.M.	\$205.00

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

PRO-CRAFT CONSTRUCTION, INC.


By: _____
Christopher McFaydon, CEO

Date: _____

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

The following bid was opened on the 4th day of March 2026 at 11:00 a.m. on behalf of the Facilities and Community Services Department for **Project No. FCS01232026KG – ON CALL AS NEEDED PLUMBING SERVICES**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Cert Page Signed	Bid Bond	Total Bid Amount
1	Pro-Craft Construction, Redlands, CA	Yes	Yes	\$84,624.00
2	ACCO Engineered Systems, Inc., Riverside, CA	Yes	Yes	\$123,440.00


Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Kathleen Giorgianni



City Council

AGENDA ITEM NO. J5.

DATE: May 19, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a First Amendment to the Agreement with Quinmar Janitorial Inc. to increase the total compensation from \$1,612,706.58 to \$1,957,668.82 and extend the services for eight calendar months (Facilities and Community Services Department Director Crocker)

MOTION:

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

I move to approve the First Amendment to the Agreement with Quinmar Janitorial, Inc., increasing the total agreement compensation by \$344,962.44 from \$1,612,706.58 to \$1,957,668.82 with an extension of 8 months.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Agreement with Quinmar Janitorial Inc., increasing the total agreement compensation by \$344,962.44 from \$1,612,706.58 to \$1,957,668.82. Staff also recommends extending the services of Quinmar Janitorial Inc. for eight (8) calendar months.

DISCUSSION:

In April 2023, the City issued a Request for Proposals (RFP) for citywide janitorial services, with a contract term expiring in April 2026. The RFP included services for 16 locations, each with multiple buildings, at a monthly cost of \$43,120.28 for the final year 3 of 3 of the Agreement.

Rather than issuing a new RFP for a full three-year term, staff recommends extending the existing agreement with Quinmar Janitorial Inc. for eight (8) months (May 19, 2026, through December 31, 2026). This short-term extension will maintain continuity of service, allow time for facility transitions and operational stabilization as well as avoid issuing an RFP based on incomplete or shifting facility needs

Services will continue at the current monthly rate of \$43,120.28 during the extended period.

ALTERNATIVES:

City Council may deny the staff recommendations and provide alternate direction.

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

Danielle Garcia, Interim Assistant City Manager

James Garland, Interim Management Service/Finance Director

Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Marion Cronin, Administrative Analyst

FISCAL IMPACT

Fiscal Year: FY 2025-26 and FY 2026-27

Revenue Generating: No

Amount: \$344,962.24

Budgeted Y/N: Y

Account No.: Various

Additional Appropriation Required: No

Discussion: Sufficient funding exists for the additional expense within the FY 2025-26 budget. Future year funding, FY 2026-27, has been requested as a part of the department budget in the upcoming FY 2026-27 and FY 2027-28 Biennial Budget.

Attachments

[1st Amendment Agreement w Quinmar Janitorial.pdf](#)

[1 Attachment B Fees Schedule.pdf](#)

[Original Executed Agree-Quinmar Janitorial.pdf](#)

FIRST AMENDMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR
EQUIPMENT AND SUPPLIES

This first amendment (“First Amendment”) to the Agreement for City Wide Janitorial services (“Agreement”), dated the 18th day of April 2023, by and between the City of Redlands, a municipal corporation and a general law city (“City”), and Quinmar Janitorial, Inc., a California corporation (“Contractor”), is made and entered into this 19th day of May, 2026.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to increase the length of the existing contract by eight (8) calendar months; and

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, increasing the total compensation amount as set forth herein.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Contractor, agree as follows:

AGREEMENT

Section 1. Article 4 entitled, “Performance of Services” Subsection 4.3 of the Agreement is hereby amended to read as follows:

“4.3 The Term of this Agreement shall commence on the Effective Date and expire on February 28, 2027.”

Section 2. Article 5 entitled, “Payments to Contractor” Subsection 5.1 of the Agreement is hereby amended to read as follows:

“5.1 Total compensation for Contractor’s performance of the Services shall not exceed the amount of One Million Nine Hundred Fifty-Seven Thousand, Six Hundred Sixty-Eight Dollars and Eighty-Two Cents (\$1,957,668.82). City shall pay Contractor on a time and materials basis up to the not-to-exceed amount in accordance with Exhibit “B” titled “Fee Schedule,” which is attached hereto and incorporated herein by reference.”

Section 3. Exhibit “B” entitled “Fee Schedule,” which is attached hereto as Attachment 1 is incorporated herein by this reference.

Section 4. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

QUINMAR JANITORIAL, INC.

Mario Saucedo, Mayor

By: _____
Max Quintana, Owner

ATTEST:

Jeanne Donaldson, City Clerk

Attachment 1

Exhibit "B"

FEE SCHEDULE

Attachment 1
Exhibit "B"
Fee Schedule

3 MONTHS (APRIL, MAY, AND JUNE 2023)
YEAR 1 (JULY 1, 2023 through JUNE 30, 2024)
YEAR 2 (JULY 1, 2024 through JUNE 30, 2025)
YEAR 3 (JULY 1, 2025 through JUNE 30, 2026)
8 MONTHS (JULY 1, 2026 through FEBRUARY 2027)

	3 MONTHS	YEAR ONE	YEAR TWO	YEAR THREE	8 MONTH EXTENSION
LOCATION	PER MONTH	PER MONTH	PER MONTH	PER MONTH	PER MONTH
Animal Shelter	\$ 1,230.92	\$ 1,230.92	\$ 1,252.89	\$ 1,304.86	\$ 1,304.86
Airport	\$ 815.30	\$ 815.30	\$ 849.94	\$ 884.58	\$ 884.58
Carriage House	\$ 1,612.48	\$ 1,612.48	\$ 1,652.52	\$ 1,692.56	\$ 1,692.56
Civic Center	\$ 5,269.16	\$ 5,269.16	\$ 5,570.21	\$ 5,872.26	\$ 5,872.26
Cemetery	\$ 1,588.25	\$ 1,588.25	\$ 1,634.14	\$ 1,680.04	\$ 1,680.04
Contemporary Club	\$ 800.48	\$ 800.48	\$ 837.37	\$ 874.26	\$ 874.26
Corporate Yard	\$ 2,649.46	\$ 2,649.46	\$ 2,836.20	\$ 3,022.94	\$ 3,022.94
Joslyn Sr. Center	\$ 1,592.48	\$ 1,592.48	\$ 1,701.83	\$ 1,811.18	\$ 1,811.18
Landfill	\$ 822.48	\$ 822.48	\$ 862.52	\$ 902.56	\$ 902.56
Library & Shrine	\$ 5,824.92	\$ 5,824.92	\$ 6,010.31	\$ 6,195.70	\$ 6,195.70
Park Ave. PD Station/Jail	\$ 4,976.70	\$ 4,976.70	\$ 5,108.77	\$ 5,240.84	\$ 5,240.84
PD Annex	\$ 2,992.42	\$ 2,992.42	\$ 3,129.89	\$ 3,267.36	\$ 3,267.36
PD Sub Station	\$ 665.74	\$ 665.74	\$ 697.68	\$ 729.62	\$ 729.62
Senior Center/Recreation	\$ 5,816.18	\$ 5,816.18	\$ 5,943.55	\$ 6,072.92	\$ 6,072.92
Waste Water Treatment Plant	\$ 2,075.72	\$ 2,075.72	\$ 2,246.26	\$ 2,241.80	\$ 2,241.80
Water Production & Operations	\$ 1,172.48	\$ 1,172.48	\$ 1,249.64	\$ 1,326.80	\$ 1,326.80
TOTALS	\$39,905.16	\$ 39,905.16	\$ 41,583.72	\$ 43,120.28	\$ 43,120.28
		3 MONTH TOTAL	\$ 119,715.48	APRIL, MAY, JUNE	
		12 MONTH TOTAL	\$ 478,861.92	Year 1	
		12 MONTH TOTAL	\$ 499,004.64	Year 2	
		12 MONTH TOTAL	\$ 517,443.36	Year 3	
		8 MONTH TOTAL	\$ 344,962.44	EXTENSION	
		AGREEMENT TOTAL	\$ 1,957,668.82		

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of janitorial services and supplies ("Agreement") is made and entered in this 18th day of April, 2023 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Quinmar Janitorial, Inc., a California Corporation ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby engages Contractor to perform janitorial services and supplies for City (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

- 2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.
- 2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.
- 3.2 City designates Chris Boatman, Assistant City Manager Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 The Services shall commence immediately after the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A."
- 4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

- 4.3 The Term of this Agreement shall commence on the Effective Date stated above and expire on April 19, 2026.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

- 5.1 Total compensation for Contractor’s performance of the Services shall not exceed the amount of One Million Six Hundred Twelve Thousand, Seven Hundred and Six Dollars and Fifty-Eight Cents (\$1,612,706.58). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit “B,” titled “Fee Schedule,” which is attached hereto and incorporated herein by reference.
- 5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor’s invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent, and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor’s invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY

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

CONTRACTOR

Quinmar Janitorial, Inc.
Max Quintana, President
7532 Webster Street
Highland, CA 92346
quinmarjanitorials@msn.com
951-258-5376

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- A. Workers’ Compensation and Employer’s Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to

City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

- B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage, and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make a governmental decision whether to:
 - (i) approve a rate, rule or regulation, or adopt or enforce a City law;
 - (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
 - (iii) authorize City to enter into, modify or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study or similar item;
 - (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

- B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.
- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than thirty (30) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By:


Eddie Tejada, Mayor

QUINMAR JANITORIAL SERVICES, INC.

By:


Max Quintana, Owner

ATTEST:


Jeanne Donaldson, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Contractor shall appoint an experienced supervisor to be responsible for all Services required & performed under this Agreement. The Supervisor must be acceptable to City and have the authority to receive on behalf of Contractor any order or communication relating to the Services. The Supervisor shall be always readily accessible to staff of the City and have communication equipment (cell phone and email). If a replacement Supervisor is deemed necessary by Contractor, replacement Supervisor shall be approved by City prior to commencement of any Supervisory duties. Supervisor shall "walk" all buildings with a checklist and review janitorial work being performed by janitorial staff. Supervisor shall attend bi-monthly meetings with City Staff and report findings and challenges.

SERVICE LEVEL (Acceptable Quality):

The level of services as outlined in these Specifications must be consistently maintained. During the Contract period, appropriate City Staff will conduct routine inspections of the facilities under this Contract. The inspections are based on standards for commercial facilities within the maintenance industry. This scope of work establishes the minimum requirements for providing Janitorial Services to the City of Redlands. The Contractor is required to meet all specifications listed herein, as a minimum, and is required to submit a firm, fixed cost for all commodities/services. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations including the Displaced Janitorial Act (California Labor Code 1060 et seq.). Contractor shall provide all labor, materials, equipment, and mobilization to complete the services for the City of Redlands.

DETAILED SPECIFICATIONS:

Task specifications are provided for general cleaning and should be applied to any and all public and office areas. Task specifications for general restroom cleaning should be applied to any and all restrooms. Special task requirements unique to each facility are also detailed. All items not specifically included but found to be necessary to properly clean the facilities shall be included as though written into them.

DEFINITIONS:

Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval, or acceptance of the Maintenance Manager is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", "in place", "this is", "furnish and install"; the work "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Director" shall be construed to mean the Maintenance Manager or his delegated representative(s). The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract. The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively. The use of the words "his" or "him" shall be construed to mean either gender, as appropriate.

CLEANING TASKS:

Contractor shall accomplish all cleaning tasks to meet the completeness, quality, and frequency requirements set forth under these definitions.

1. Plumbing Fixtures and Dispenser Cleaning:

Plumbing fixtures and dispensers are clean when free of all deposits and stains so that items are left without dust, streaks, film, odor, or stains.

2. Sweeping:

Contractor shall sweep all floors, including corners and abutments, so that after sweeping they are free of all visible litter, dust, and foreign debris. Chairs, trash receptacles and easily movable items shall be tilted or moved to sweep underneath and returned to their original location when sweeping has been completed.

3. Cleaning Floors:

Contractor shall clean all tile and/or vinyl floors, including corners and abutments so that they are uniform in appearance and are free of streaks, swirl marks, detergent residue, or any evidence of stains, soil film, debris, or standing water. Chairs, trash receptacles, and easily movable items shall be moved to clean underneath and returned to their original location when cleaning has been completed. Contractor shall remove all splash marks on furniture, walls, baseboards, etc. Contractor shall remove all splash marks on furniture, walls, baseboards, etc. Contractor shall clean bathroom tile floors, including corners and abutments so that they are uniform in appearance and free of streaks, swirl marks, detergent, residue, or any evidence of stains, soil, film debris or standing water. Contractor shall ensure that the mop used to clean the bathroom floor is not used on any other common floor area. Contractor shall display caution signs when floors are wet and personnel other than Contractor personnel are present in the area. Signs shall remain in place until floors are completely dry.

4. Maintaining Floors:

Contractor shall maintain all tile and vinyl floors accessible with a floor cleaning machine, unless specified elsewhere as having carpet or special flooring. After tile and/or vinyl floors receive floor maintenance, the entire floor shall have a uniform coating of nonskid finish and have a uniform glossy appearance and be free of scuff marks, heel marks and other stains and discoloration. Contractor shall remove floor finish solutions from baseboards, walls, furniture, trash receptacles, etc. Chairs, trash receptacles and easily movable items shall be tilted or moved to maintain floors underneath and returned to their original location when maintenance has been completed. Contractor shall apply these techniques only to the portion of the floor needing work to bring the entire surface up to the above stated standard.

5. Mirror/Glass Cleaning:

Contractor shall clean interior and exterior glass doors and surrounding glass areas to include sills/ledges, display cases, glass cabinets, mirrors, and adjacent trim so that after cleaning there shall be no traces of film, dirt, smudges, water, or other foreign matter. All accessible glass surfaces shall be without streaks, film deposits and stains and have a uniform bright appearance.

6. Shampooing Carpets:

Contractor shall shampoo carpets so that after shampooing, the carpet area is uniform in appearance and free of embedded dirt, grime, cleaning solution, film, debris, stains, marks, and discoloration. Carpet shall

be cleaned with a commercial floor machine with power scrubbing capability that will clean both sides of the carpet using extraction methods and a drying time of four to five hours. All shampooing solutions shall be removed from walls, furniture, trash receptacles, chairs, and similar items. Chairs, trash receptacles, and easily moveable items shall be moved to shampoo carpet area underneath and then returned to their original location.

7. Baseboard Cleaning:

After cleaning, the surfaces of all baseboards (wood, resilient, ceramic) will have a uniformly clean appearance, free from dirt, stains, streaks, wax, and cleaning marks.

8. Washing of Walls:

Wash all wall surfaces. Use cleaning materials consistent with finish material of wall. All exposed surfaces of walls are to be cleaned and made free of all dirt, dust, grit and left without streaks, film, odor, or stains.

9. Supplies:

Contractor shall provide all consumable supplies including but not limited to the following: all paper products (i.e., seat covers, toilet paper, hand towels), hand soap and trash can liners. *Paper products shall contain a minimum of 30% post-consumer material.*

The Contractor shall use cleaning supplies that are of a quality that will not be abrasive, stain, discolor, corrode, or otherwise damage the surfaces being cleaned. The City reserves the right to require the Contractor to substitute supplies at any time during the contract term.

10. Removal of Trash:

Contractor shall empty and return to their location waste baskets and if clearly marked, other trash containers within the area (empty boxes, etc.). Contractor shall empty and return to their original location bathroom waste baskets, sanitary napkin disposal containers, and other trash containers within the area. Plastic trash liners shall be placed in waste receptacles and replaced when soiled or torn. Interior and exterior of trash receptacles shall be cleaned as required to assure cleanliness. Contractor shall dispose of trash in plastic bags secured with a bag tie. Contractor shall pick up any trash that may fall in or around the building during the removal of collected trash. Contractor shall deposit the trash in the outside trash collection point (trash bin).

11. Low Dust:

Contractor shall perform low dusting so that after dusting, all dust, smudges, cobwebs, litter, lint, and dry soil are removed from surfaces of chairs, file cabinets and other types of office furniture, wall hangings, tops of partitions, partition ledges, windowsills, window blinds, light fixtures, ceiling corners, etc. to a line of 8'-0" above floor level. Contractor shall not dust typewriters, business machines or computer equipment.

12. Drinking Fountains and Sinks:

Contractor shall clean and disinfect all polished metal surfaces, including the opening and drain, so that after cleaning, drinking fountains and break room sinks shall be free from streaks, spots, stains, smudges, scale and other obvious soil.

13. Vacuum Carpet:

Contractor shall vacuum all carpeted floor areas so that after vacuuming, they are free of all litter, dust, soil, etc. Chairs, trash receptacles and easily moveable items shall be moved to vacuum underneath and returned to their original location when vacuuming has been completed.

14. Restrooms/showers Cleaning:

Contractor shall perform restroom cleaning as specified:

A. **CLEAN/DISINFECT:** Contractor shall completely clean and disinfect all surfaces of toilet bowls, urinals, lavatories, showers, plumbing fixtures and other such surfaces, using germicidal detergent. After cleaning all surfaces shall be free of dirt, grime, film, stains, scum, soap residue, dust, and other foreign matter.

B. **SPOT CLEAN:** Contractor shall remove smudges, fingerprints, marks, streaks, dust, deposits from washable surface of partitions, stalls, stall doors, handrails, wall areas adjacent to lavatories, urinals, toilets, interior and exterior doors, and soap/towel dispensers. Contractor shall spot clean using a germicidal detergent. After spot cleaning, the surface shall have a clean, uniform appearance. Other wall surfaces not mentioned shall be spot cleaned as needed to the same standards.

C. **DESCALE:** Contractor shall descale interior of toilet bowls, showers, and urinals as needed so that after cleaning, the entire surface is free of streaks, stains, scum, scale, urine deposits and rust stains.

D. **CLEAN MIRRORS:** Contractor shall clean mirrors and adjacent trim so that after cleaning, they are free of dirt, film, smudges, water spots, streaks, etc.

E. **SHOWER MATS:** Contractor shall clean and disinfect weekly shower mats located in both the men's and women's showers. The Contractor shall clean the shower floor under the mats weekly.

15. Remove Spider Webs:

Contractor shall remove all spider webs from walls and windows inside buildings and on the outside entrances. Dust sills on all windows including floor length windows.

16. Vacuum Upholstery of all Fabric Furniture:

Contractor shall vacuum all upholstery of all fabric furniture.

17. Dust Vacuum Heating and Ventilating Grills:

Contractor shall dust or vacuum all heating and ventilating grills.

18. Location and Frequency of Services: The Location and Frequency of Services are outlined below immediately following the GENERAL REQUIREMENTS.

GENERAL REQUIREMENTS:

Equipment and Supplies: The Contractor shall furnish and keep in good working order, all necessary cleaning supplies, tools, and equipment. This includes, but is not limited to cleaners, waxes, mops, brooms, buffers, ladders, hoses, and vacuums, etc. Non-complying equipment and supplies shall be changed out at the request of the City. Contractor shall provide all consumable supplies including but not limited to the

following: cleaning products, hand soap and paper products (i.e., seat covers, toilet paper, hand towels, trash can liners, germicidal cleaners, etc.).

Contractor shall submit all cleaning product information for approval prior to use. Any change of product shall be pre-approved by the City.

Contractor is responsible for supplying MSDS sheets to the Maintenance Supervisor for all cleaning liquids, chemicals, solvents, additives, floor waxes, etc., which Contractor is using. These will be kept on file for immediate access to the Building Maintenance Team and updated as needed.

Janitorial closet areas shall be always kept clean and free of debris and odor. All supplies shall be stored in a neat and orderly manner and in such a way as to prevent injury to City or Contractor's employees.

DESCRIPTION OF ITEM	MIN. REQUIRED SPECIFICATIONS
Heavy duty small trash can liners	Grainger, 500 count, 10 gallon, 24 x 23, black or approved functionally equivalent
Hand Soap	Waxie Select NRG No-Touch Foam
Heavy duty medium trash can liner	Grainger, 250 count, 20-30 gallon, 30x36, black or grey, or approved functionally equivalent
Toilet tissue, coreless roll	2-ply, 1000 sheets per roll, 36 rolls/case or approved functionally equivalent
Toilet tissue to match various dispensers	2-ply, white, Kleenex Cottonelle, or approved functionally equivalent
Paper towels, single fold to match various dispensers	Must fit each specific dispenser at each location (to be noted during facility walk-through)
Toilet Seat Covers	Waxie, or equivalent, 250 count, 20 pack/case or approved functionally equivalent.
Paper Towels, EnMotion	10" x 800', 6 rolls/case, touchless roll or approved functionally equivalent
Glass Cleaner	Trigger spray bottle, non-streaking
Urinal Deodorizing Screens	Waxie, deluxe urinal deodorizing screen, 12/ea or approved functionally equivalent
Toilet Bowl Cleaner	Acid Base, Squeeze Bottle
Industrial Strength Disinfectant	Lysol or approved functionally equivalent
Furniture Polish	Pledge or approved functionally equivalent
Cleanser	Comet or approved functionally equivalent cleaner with chlorinal
Floor Stripper	Baseboard Stripper or approved functionally equivalent *
Carpet Stain Remover	Spray Bottle *
Mop Cleaner	Any Brand
Carpet Shampoo	For Carpet Cleaning Machines *
Floor Wax	TBD

Supervision: Contractor will assign a supervisor and lead custodial person to this contract and one or both are required to be present during all scheduled cleaning hours and special work assignments. This custodial supervisor or lead person is required to speak, read, and understand English. Site supervisor shall carry a cell phone and/or pager by which the City Staff will be able to communicate with him/her. They are required to attend bi-monthly meetings with Building Maintenance Manager to review performance and discuss outstanding issues. Additional meetings may be required as requested by other departments and their city representatives.

Inspection: The City shall inspect the work areas daily and with the Contractor every week to ensure adequacy of maintenance and that methods of performing the work are in compliance with the contract. However, this walk-through shall not be construed to relieve the Contractor of the duty to provide continuous inspection of the work area. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor and corrected in the same manner specified by the Director. Same day corrections of deficiencies are required.

Staffing: The Contractor shall submit a breakdown of BONDED staffing proposed to adequately perform the tasks as outlined in these specifications. As part of the breakdown, the Contractor shall list the percentage of staff who are employed by the Contractor and the percentage of staff that will be assigned to this contract.

Employee Conduct:

Employees of the Contractor while performing work under this contract, WILL NOT:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty, authorized Contractor employee.
2. Remove any City property or personal property, equipment, monies, form, or any other item from any city facility.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Turn on or use any equipment (i.e., computers, typewriters, fax machines, copy machines, radios, televisions, etc.) except any Contractor or City supplied equipment.
8. Use any City telephone except those designated by the City for purposes of business under this contract.
9. Open any desk, file cabinet or storage cabinet.
10. Remove any articles from desks.
11. Consume any food or beverage, other than that brought with or purchased by the employee, and only in areas designated as break or lunchrooms.
12. Enter any facility that they are not specifically approved to enter.

Employee Removal: The Contractor shall remove from service on the premises of the City any employee of the Contractor who, in the opinion of the City, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive, or does not comply with the rules and regulations of the City.

Employee Appearance and Identification: Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. The Contractor shall provide each employee with an identification badge and uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

Security: The City will provide access to all facilities and properties after which the Contractor is required to always have all keys and alarm codes available when providing services to the City. The Contractor is responsible for the replacement of all lost keys, fobs, or card access keys at a cost of \$50.00 each. Contractor will be financially responsible for any and all costs resulting from the need to re-key or re-code alarms in a facility.

The Contractor shall ensure all facilities are secure. Contractor is responsible for resetting alarms, turning off lights and locking doors upon completion of all duties. Failure to secure a facility correctly may result

in termination of the contract. The Contractor will be financially responsible for any call outs by stand-by personnel due to doors left open, alarms turned off, and alarms activated after hours.

Quality Control and Janitorial Manager: The City of Redlands utilizes a web/app-based software called “Janitorial Manager” to manage janitorial activity vs. scope of services at each location, using a QR code method. Contractor is responsible for providing a means (mobile phone) to which their staff can access and use the Janitorial Manager system/app. The City of Redlands maintains the data base and provides access as needed. There is no cost to the contractor for use of Janitorial Manager other than providing a phone and/or data access to their staff while on City property.

Contractor shall attend bi-monthly meetings with Building Maintenance Staff for review of areas of improvement, Contractor questions and/or issues with facilities.

Property Damage: The Contractor shall be held responsible for damages that occur during the hours pertaining to performance of this contract to the interior of the facilities or contents thereof. The Contractor, as his/her expense, shall pay to repair the damage and/or replace the items(s) damaged.

Missed Cleanings: Should the Contractor fail to clean a facility in accordance with scheduled times and requirements, the City will automatically remove payment for that cleaning from the invoice. Continued failure to clean in accordance with the schedule may result in termination of the contract. The sum of Two Hundred Fifty Dollars (\$250.00) per day will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or Specifications.

Special Events: The Contractor can expect to support special events during and outside of normal duty hours. Special events may include but are not limited to, City council meetings, City commission meetings, special meetings, and/or functions. The Contractor shall adjust the service schedule so that these services will be performed after the event. Contractor shall propose an hourly rate per person for this service and provide adequate procedures for receiving and responding to special event service requests.

Labor Strike: It is the Contractor’s responsibility to provide continuous maintenance services, without interruption, to all buildings and facilities specified herein. In the event of a labor action, the Contractor shall provide other means, at the Contractor’s expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the contractor normal rates (which will be deducted from the Contractor’s payment) to the City being borne by the Contractor.

Additions/Deletions: The City may, without invalidating the contract, modify the contract by adding, deleting, or changing areas to the contract; by adding deleting, or changing usage or space, by adding, deleting, or changing routine services; by deleting or changing specifications. All changes shall be ordered by means of a written change order to the purchase order. Additions shall be added at the contracted square foot for comparable facilities under contract. If there are no comparable facilities, the price shall be negotiated by the City with the Contractor.

Holidays: Contractor *shall not* provide services on City observed holidays. City holidays include

New Year’s Day	Martin Luther King Day	President’s Day
Memorial Day	Juneteenth	Independence Day
Labor Day	Veteran’s Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day	Christmas Day
New Year’s Eve Day		

Qualifications/Security: The Contractor, subcontractors, and all employees shall be capable and experienced in the contract work to be performed. The contractor or any principal, officer or employee of the Contractor who has been convicted of any felony or any crime involving moral turpitude with the previous 10 years is prohibited from working on City premises until such time as the charges are dismissed. The city may limit or reject certain individuals if their presence is determined by the Building Maintenance Supervisor to be detrimental to the normal conduct of its business.

Prior to commencing any Work under this contract, the City of Redlands requires that the Contractor and any principals, officers or employees who will work on City premises undergo a security check through the City of Redlands Police Department. This is a LIVESCAN background check and is considered a Background Check 1. There is no cost to the contractor for this service and the Contractor shall ensure this requirement is met prior to ANY personnel arriving onsite to conduct janitorial services.

Contractor personnel that is scheduled to work in ANY Redlands Police Department facility will be required to undergo a more in-depth background check (Background Check 2) that includes reviewing online presence, Officers speaking with neighbors, prior employers, family members, etc. Background Check 2 can take up to six (6) weeks to complete and is a requirement for all janitorial personnel entering ANY Redlands Police Department facility for purposes of work.

In the event Contractor enters any Redlands Police Department facility to perform any janitorial functions, without having successfully passed a Background 2, the Contract and Purchase Order are subject to immediate cancellation.

Fidelity Bond: Contractor must provide a Fidelity Bond in the amount of \$100,000.00 and provide to City prior to commencing work.

Recycling: Contractor shall coordinate recycling activities with the City's Recycling Coordinator to minimize refuse disposal & maximize recycling from City facilities.

Contractor shall empty recyclable materials contained in designated recycling containers throughout the facility. This includes all blue, recycling desk-side containers & larger, blue 32-gallon recycling containers. Recycling materials shall be emptied into the white recycling dumpster at the rear of the City Hall (Citrus Avenue).

Recyclable materials set aside should be collected & emptied into the white recycling dumpster. This includes office materials such as paper (e.g., boxes, blueprints, plans, files, etc.) that may or may not be placed inside of a recycling container due to inadequate capacity but are clearly labeled "RECYCLE".

Contractor shall contact the City's Recycling Coordinator to apprise him/her of improper separation of materials by City staff. Materials listed below should be separated for recycling by City office staff. Contractor shall NOT collect recyclables for personal use or sale.

Office Paper	Blueprints	Junk Mail	Envelopes
Catalogs	Computer Paper	Colored Paper	Aluminum Cans
Tin (steel) cans	Glass Bottles	Flattened Boxes	Cardboard All other plastic bottles and containers

AK SMILEY LIBRARY

ITEM A

125 W. VINE STREET

LIBRARY CLEANING: SATURDAY, SUNDAY, MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY
BETWEEN THE HOURS OF 10:00 PM & 6:00 AM

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

A1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Seven Times Weekly
A2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
A3	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
A4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Seven Times Weekly
A5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Seven Times Weekly
A6	Refill all dispensers with approved paper/soap products	Seven Times Weekly
A7	Remove with vacuum spider webs from corners, windowsills & doorways. Vacuum/Clean Air Conditioning Vents	Once Monthly

KITCHEN/BREAKROOMS

A8	Clean sinks, countertops and exterior of appliances with approved cleaner	Seven Times Weekly
A9	Clean & Sanitize lunchroom tables, chairs, and vending machines with approved cleaner	Seven Times Weekly
A10	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
A11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Seven Times Weekly
A12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
A13	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways	Seven Times Weekly
A14	Clean & vacuum air conditioning vents	Once Monthly

AK SMILEY LIBRARY

ITEM A

125 W. VINE STREET

LIBRARY CLEANING: SUNDAY, MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY
BETWEEN THE HOURS OF 10:00 PM & 6:00 AM

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, MAIN ROOMS, STAIRS, GENERAL OFFICES, ELEVATORS

A15	Dust all furniture, fixtures & equipment with approved cleaning product	Seven Times Weekly
A16	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Seven Times Weekly
A17	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Seven Times Weekly
A18	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
A19	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
A20	Clean inside and outside of glass doors and entrances with approved cleaning product	Seven Times Weekly
A21	Vacuum all carpeted areas (entry mats included)	Seven Times Weekly
A22	STAIRS: Sweep stairwells (interior, exterior & landings)	Seven Times Weekly
A23	STAIRS: Dust rails & ledges with approved cleaning product	Seven Times Weekly
A24	STAIRS: Mop interior stairs with approved cleaning product	Seven Times Weekly
A25	ELEVATORS: Clean & vacuum carpeted elevators	Seven Times Weekly
A26	ELEVATORS: Spot clean carpeted areas using approved cleaner	Seven Times Weekly
A27	ELEVATORS: Detail clean threshold plates, removing fingerprints, etc.	Seven Times Weekly
A28	ELEVATORS: Wipe down and sanitize button panel & interior doors	Seven Times Weekly
A29	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways	Once Monthly
A30	Spot clean carpets as required	Once Weekly
A31	Dust all chairs, tabletops, ledges, moldings, and other low reaching areas with approved cleaner	Once Weekly
A32	DRINKING FOUNTAINS: Clean and sanitize drinking fountains	Once Weekly

ANIMAL SHELTER

ITEM B

504 NORTH KANSAS STREET

CLEANING SHALL BE PERFORMED EVERY TUESDAY
THROUGH SATURDAY BETWEEN THE HOURS OF 5:30 P.M. &
7:30 A.M.

**BATHROOMS ARE CLEANED FIVE DAYS PER WEEK,
TUESDAY THROUGH SATURDAY**

BATHROOMS

B1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
B2	Clean floor (mop)of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
B3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
B4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
B5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
B6	Refill all dispensers with approved paper/soap products	Five Times Weekly
B7	Remove with vacuum spider webs from corners, windowsills & doorways. Vacuum and clean air conditioning vents	Once Monthly

RECEPTION & OFFICE AREA

B8	Dust/vacuum all furniture, fixtures & equipment	Four Times Weekly
B9	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Four Times Weekly
B10	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Four Times Weekly
B11	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Four Times Weekly
B12	Empty all trash/recycle receptacles & replace trash liners as necessary	Four Times Weekly
B13	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways	Four Times Weekly
B14	Clean & vacuum air conditioning vents	Once Monthly
B15	Clean & sanitize care room with germicide to include counter surfaces, sinks, floors & appliances.	Four Times Weekly

ANIMAL SHELTER
ITEM B

504 NORTH KANSAS STREET

CLEANING SHALL BE PERFORMED EVERY TUESDAY
THROUGH SATURDAY BETWEEN THE HOURS OF 5:30 P.M. &
7:30 A.M.

**BATHROOMS ARE CLEANED FIVE DAYS PER WEEK,
TUESDAY THROUGH SATURDAY**

KITCHEN/BREAKROOM

B16	Spot clean all walls, partitions, light switches, counters, appliances, baseboards & doors with approved cleaning product	Four Times Weekly
B17	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Four Times Weekly
B18	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Four Times Weekly
B19	Clean & Sanitize lunchroom tables, chairs, and vending machines with approved cleaner	Four Times Weekly
B20	Empty all trash/recycle receptacles & replace trash liners as necessary	Four Times Weekly
B21	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways	Once Monthly

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CALIFORNIA STREET LANDFILL TRAILER
ITEM C

2151 NEVADA STREET

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 AM & 5:00 PM
2 DAYS A WEEK – TUESDAY, THURSDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

BATHROOMS

C1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
C2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
C3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
C4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
C5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
C6	Refill all dispensers with approved paper/soap products	Five Times Weekly
C7	Remove with vacuum spider webs from corners, windowsills & doorways	Once Monthly

KITCHEN & BREAKROOM

C8	Clean sink, countertops and exterior of appliances with approved cleaner	Two Times Weekly
C9	Clean & Sanitize lunchroom tables, chairs, and vending machines with approved cleaner	Two Times Weekly
C10	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
C11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
C12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
C13	Clean & vacuum air conditioning vents, baseboards, windowsills & remove spider webs	Once Monthly

CALIFORNIA STREET LANDFILL TRAILER
ITEM C

2151 NEVADA STREET

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 AM & 5:00 PM
2 DAYS A WEEK – TUESDAY, THURSDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, GENERAL OFFICES

C14	Dust all furniture, fixtures & equipment with approved cleaning product	Two Times Weekly
C15	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Two Times Weekly
C16	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
C17	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
C18	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
C19	Vacuum all floor mats	Two Times Weekly
C20	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways.	Two Times Weekly
C21	Clean & vacuum air conditioning vents	Once Monthly

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CARRIAGE HOUSE
ITEM D

1325 Prospect Drive Lane
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 PM & 6:00 AM 2 DAYS A
WEEK

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

TWICE PER WEEK & AS NEEDED

BATHROOMS

D1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
D2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
D3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
D4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
D5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
D6	Refill all dispensers with approved paper/soap products	Five Times Weekly
D7	Remove with vacuum spider webs from corners, windowsills, air conditioning vents, doorways. Remove spider webs	Once Monthly

KITCHEN

D8	Clean sink, countertops and exterior of appliances with approved cleaner	Two Times Weekly
D9	Clean & Sanitize lunchroom tables, chairs, and vending machines with approved cleaner	Two Times Weekly
D10	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
D11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
D12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
D13	Clean & vacuum air conditioning vents, baseboards, windowsills & remove spider webs	Once Monthly

CARRIAGE HOUSE
ITEM D

1325 Prospect Drive Lane
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 PM & 6:00 AM 2 DAYS A
WEEK

TWICE PER WEEK & AS NEEDED

MAIN ROOM & STAIRS

D14	Dust all furniture, fixtures & equipment with approved cleaning product	Two Times Weekly
D15	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Two Times Weekly
D16	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
D17	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
D18	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
D19	Vacuum all carpeted areas (entry mats included)	Two Times Weekly
D20	Spot clean carpet as needed with approved cleaning product	Two Times Weekly
D21	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways.	Two Times Weekly
D22	Empty & damp wipe ashtrays located outside building entrances	Two Times Weekly
D23	Clean & vacuum air conditioning vents	Once Monthly
D24	DRINKING FOUNTAIN: Clean and sanitize	Two Times Weekly

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CIVIC CENTER
ITEM E
 35 CAJON STREET

EVERY LOCATION *EXCEPT TREASURER'S OFFICE* CLEANING SHALL BE PERFORMED
 BETWEEN THE HOURS OF 6:00 P.M. & 6:00 A.M. EVERY TUESDAY & THURSDAY
 THE TREASURER'S OFFICE –TO BE CLEANED BETWEEN
 5:00 P.M. & 6:00 P.M. ON TUESDAY & THURSDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

BATHROOMS

E1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
E2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
E3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
E4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
E5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
E6	Refill all dispensers with approved paper/soap products	Five Times Weekly
E7	Remove with vacuum spider webs from corners, windowsills, blinds, doorways & air conditioning vents	Once Monthly

KITCHEN/BREAKROOMS

E8	Clean sink, countertops and exterior of appliances with approved cleaner	Two Times Weekly
E9	Clean & Sanitize lunchroom tables, chairs, and vending machines with approved cleaner	Two Times Weekly
E10	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
E11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
E12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
E13	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds, doorways and air conditioning vents.	Once Monthly

CIVIC CENTER
ITEM E
 35 CAJON STREET

EVERY LOCATION *EXCEPT TREASURER'S OFFICE* CLEANING SHALL BE PERFORMED
 BETWEEN THE HOURS OF 6:00 P.M. & 6:00 A.M. EVERY TUESDAY & THURSDAY

THE TREASURER'S OFFICE –TO BE CLEANED BETWEEN
 5:00 P.M. & 6:00 P.M. ON TUESDAY & THURSDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, GENERAL OFFICES

E14	Dust all furniture, fixtures & equipment with approved cleaning product	Two Times Weekly
E15	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Two Times Weekly
E16	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
E17	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
E18	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
E19	Clean inside and out both sets of glass doors with approved cleaning product	Two Times Weekly
E20	Vacuum all carpeted areas (entry mats included)	Two Times Weekly
E21	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds, doorways & air conditioning vents	Once Monthly
E22	ELEVATORS: Dust/Sweep all hard surface floors, mop floors, remove scuff marks and stains with approved cleaning product.	Two Times Weekly
E23	ELEVATORS: Detail clean threshold plates, removing fingerprints, etc.	Two Times Weekly
E24	ELEVATORS: Wipe down and sanitize button panel., interior doors and walls	Two Times Weekly
E25	GLASS ENTRY DOORS: Clean glass doors and windows inside and outside	Two Times Weekly
E26	DRINKING FOUNTAINS: Clean and sanitize	Two Times Weekly

COMMUNITY RECREATION & SENIOR CENTER
ITEM F

111 W. LUGONIA AVE.
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 11:00 PM & 6:00 AM
MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY, SATURDAY
COMMUNITY SENIOR CENTER
LOBBY, HALLWAYS, CLASSROOMS, & MULTI-PURPOSE ROOM

F1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Six Times Weekly
F2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Six Times Weekly
F3	Empty all trash/recycle receptacles & replace trash liners as necessary	Six Times Weekly
F4	Vacuum all entry mats, windowsills, window blinds, corners & baseboards	Six Times Weekly
F5	Spot clean all walls, light switches & doors with approved cleaning product	Six Times Weekly
F6	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly
F7	Clean & Sanitize tables, chairs, and vending machines with approved cleaner	Six Times Weekly
F8	Clean inside and outside of entry door and windows	Six Times Weekly
F9	DRINKING FOUNTAINS: Clean and sanitize	Six Times Weekly

SENIOR CENTER & NUTRITION SITE KITCHEN

F10	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Six Times Weekly
F11	Clean (mop) floor of dirt, dust, scuff marks & stains with approved cleaning product	Six Times Weekly
F12	Empty all trash/recycle receptacles & replace trash liners as necessary	Six Times Weekly
F13	Remove all collected trash/boxes to designated area	Six Times Weekly
F14	Spot clean all walls, light switches, doors, appliances & light switches with approved cleaning product	Six Times Weekly
F15	Clean & sanitize fixtures, mirrors, counters, chrome, tabletops	Six Times Weekly
F16	Remove with vacuum spider webs from corners, windowsills & doorways	Once Monthly

COMMUNITY RECREATION & SENIOR CENTER
ITEM F

111 W. LUGONIA AVE.
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 11:00 PM & 6:00 AM
MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY, SATURDAY

BATHROOMS

F17	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
F18	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
F19	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
F20	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
F21	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
F22	Refill all dispensers with approved paper/soap products	Five Times Weekly
F23	Remove with vacuum spider webs from corners, windowsills, window blinds, doorways & air conditioning vents	Once Monthly

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COMMUNITY RECREATION & SENIOR CENTER

ITEM F

111 W. LUGONIA AVE.

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 11:00 PM & 6:00 AM
MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY, SATURDAY

BATHROOMS ARE CLEANED SIX DAYS PER WEEK, MONDAY THROUGH SATURDAY

**RECREATION CENTER
BATHROOMS**

F24	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Six Times Weekly
F25	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Six Times Weekly
F26	Empty all trash/recycle receptacles & replace trash liners as necessary	Six Times Weekly
F27	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Six Times Weekly
F28	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Six Times Weekly
F29	Refill all dispensers with approved paper/soap products	Six Times Weekly
F30	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

GYMNASIUM and DANCE ROOMS

F31	Dust/sweep all hard surface floors with treated dust mop.	Six Times Weekly
F32	Spot clean as needed with approved cleaning product	Six Times Weekly
F33	Spot clean walls, partitions, light switches, door knobs & doors with approved cleaning product	Six Times Weekly
F34	Clean all mirrors and bars with approved cleaner	Six Times Weekly
F35	Empty all trash/recycle receptacles & replace trash liners as necessary	Six Times Weekly
F36	Spot clean metal bleachers as needed, remove gum/trash as needed	Six Times Weekly
F37	Vacuum entry mats	Six Times Weekly
F38	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

COMMUNITY RECREATION & SENIOR CENTER
ITEM F

111 W. LUGONIA AVE.
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 11:00 PM & 6:00 AM
MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY, SATURDAY

BATHROOMS ARE CLEANED SIX DAYS PER WEEK, MONDAY THROUGH SATURDAY

LOBBY, GAME ROOM, CLASSROOMS, MUSIC STUDIO, OFFICES

F39	Vacuum all carpeted areas (entry mats included)	Six Times Weekly
F40	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly
F41	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Six Times Weekly
F42	Clean (mop) floor of dirt, dust, scuff marks & stains with approved cleaning product	Six Times Weekly
F43	Clean & Sanitize tables, chairs, and vending machines with approved cleaner	Six Times Weekly
F45	Empty all trash/recycle receptacles & replace trash liners as necessary	Six Times Weekly
F46	Remove all collected trash/boxes to designated area	Six Times Weekly
F47	Spot clean all walls, partitions, light switches, door knobs & doors with approved cleaning product	Six Times Weekly
F48	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly
F49	Clean inside and outside of entry glass doors and windows	Six Times Weekly
F50	DRINKING FOUNTAIN: Clean and sanitize	Six Times Weekly

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CONTEMPORARY CLUB

ITEM G

173 S. Eureka Street

CLEANING SHALL BE PERFORMED WEEKLY BETWEEN THE HOURS OF 10:00 PM & 6:00 AM
EVERY WEDNESDAY

BATHROOMS

G1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	One Time Weekly
G2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	One Time Weekly
G3	Empty all trash/recycle receptacles & replace trash liners as necessary	One Time Weekly
G4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	One Time Weekly
G5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	One Time Weekly
G6	Refill all dispensers with approved paper/soap products	One Time Weekly
G7	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

KITCHEN

G8	Clean sink, countertops and exterior of appliances with approved cleaner	One Time Weekly
G9	Damp wipe all lunchroom tables, chairs and vending machines with approved cleaner	One Time Weekly
G10	Empty all trash/recycle receptacles & replace trash liners as necessary	One Time Weekly
G11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	One Time Weekly
G12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	One Time Weekly
G13	Clean & vacuum air conditioning vents, baseboards, windowsills, window blinds & remove spider webs	Once Monthly

CONTEMPORARY CLUB

ITEM G

173 S. Eureka Street

CLEANING SHALL BE PERFORMED WEEKLY BETWEEN THE HOURS OF 10:00 PM & 6:00 AM
EVERY WEDNESDAY

MAIN ROOM, LOBBY & HALLS

G14	Dust all furniture, fixtures & equipment with approved cleaning product	One Time Weekly
G15	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	One Time Weekly
G16	Dust/Sweep all hard surface floors with clean broom or treated dust mop	One Time Weekly
G17	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	One Time Weekly
G18	Empty all trash/recycle receptacles & replace trash liners as necessary	One Time Weekly
G19	Vacuum all carpeted areas (entry mats included)	One Time Weekly
G20	Spot clean carpet as needed with approved cleaning product	One Time Weekly
G21	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds & doorways.	One Time Weekly
G22	Empty & damp wipe ashtrays located outside building entrances	One Time Weekly
G23	Clean & vacuum air conditioning vents	Once Monthly
G24	DRINKING FOUNTAIN: Clean and sanitize	One Time Weekly

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CORPORATE YARD

ITEM H

1270 W. PARK AVENUE
BUILDINGS A, B, E, I, J, M, N, O, P

CLEANING SHALL BE PERFORMED EVERY TUESDAY & THURSDAY AFTER 4:30 P.M.

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY
BATHROOMS/FUEL ISLAND BATHROOM/LOCKER ROOMS/SHOWERS

H1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
H2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
H3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
H4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
H5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
H6	Refill all dispensers with approved paper/soap products (including Gas Pump paper towel dispensers)	Five Times Weekly
H7	LOCKER ROOMS: Wipe down lockers, sinks, door knobs, floors with approved cleaner	Five Times Weekly
H8	PURCHASING: Sweep storeroom area	Twice Monthly
H9	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly
H10	SHOWERS: Clean and sanitize floors, mats, walls, ceilings, partitions, and fixtures	Five Times Weekly

KITCHEN/BREAKROOM

H11	Clean and sanitize sink, countertops and exterior of appliances with approved cleaner	Two Times Weekly
H12	Clean & Sanitize all lunchroom tables, chairs and vending machines with approved cleaner	Two Times Weekly
H13	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
H14	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
H15	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
H16	Clean & vacuum air conditioning vents, baseboards, windowsills, window blinds & remove spider webs	Once Monthly

CORPORATE YARD
ITEM H

1270 W. PARK AVENUE
BUILDINGS A, B, E, I, J, M, N, O, P

CLEANING SHALL BE PERFORMED EVERY TUESDAY & THURSDAY AFTER 4:30 P.M.
EXCEPT FOR BUILDING "A" PURCHASING DEPT. WHICH IS TO BE CLEANED BETWEEN
THE
HOURS OF 7:30 A.M. & 4:30 P.M. & THE GAS ISLAND WHICH ARE TO BE CLEANED
EVERY SUNDAY, TUESDAY & THURSDAY AFTER 4:30 P.M.

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, GENERAL OFFICES

H17	Dust all furniture, fixtures & equipment with approved cleaning product	Two Times Weekly
H18	Clean & sanitize all walls, partitions, light switches, baseboards & doors with approved cleaning product	Two Times Weekly
H19	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
H20	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
H21	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
H22	Vacuum all carpeted areas (entry mats included)	Two Times Weekly
H23	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds & doorways.	Twice Monthly
H34	DRINKING FOUNTAINS: Clean and sanitize	Two Times Weekly
H25	Clean & vacuum air conditioning vents	Once Monthly

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HILLSIDE MEMORIAL PARK

ITEM I

1540 ALESSANDRO ROAD
CLEANING SHALL BE PERFORMED
AFTER 4:30 P.M. EVERY TUESDAY & FRIDAY
BATHROOMS ARE CLEANED SIX DAYS PER WEEK, TUESDAY THROUGH SUNDAY

BATHROOM

I1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Six Times Weekly
I2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Six Times Weekly
I3	Empty all trash/recycle receptacles & replace trash liners as necessary	Six Times Weekly
I4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Six Times Weekly
I5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Six Times Weekly
I6	Refill all dispensers with approved paper/soap products	Six Times Weekly
I7	Remove with vacuum all spider webs from corners, windowsills, window blinds & doorways	Once Monthly

GENERAL OFFICES

I8	Dust furniture, fixtures & equipment. Wipe down & vacuum couch/chairs in lobby	Two Times Weekly
I9	Spot clean walls, partitions, light switches, baseboards & doors with approved cleaning product. Sanitize lobby counter tops.	Two Times Weekly
I10	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
I11	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
I12	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
I13	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds & doorways	Two Times Weekly
I14	Vacuum all entry mats	Two Times Weekly
I15	Clean plexi-glass on both sides in lobby	Two Times Weekly
I16	Clean & vacuum air conditioning vents	Once Monthly

**HILLSIDE MEMORIAL PARK
ITEM I**

1540 ALESSANDRO ROAD

CLEANING SHALL BE PERFORMED
AFTER 4:30 P.M. EVERY TUESDAY & FRIDAY
BATHROOMS ARE CLEANED SIX DAYS PER WEEK, TUESDAY THROUGH SUNDAY

KITCHEN/BREAKROOM

I17	Clean & sanitize all walls, partitions, light switches, appliances, baseboards & doors with approved cleaning product	Two Times Weekly
I18	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
I19	Clean & Sanitize lunchroom tables, chairs, and vending machines with approved cleaner	Two Times Weekly
I20	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
I21	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
I22	Clean & sanitize fixtures, counter tops, doorknobs & chrome	Two Times Weekly
I23	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds & doorways	Once Monthly

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**JOSLYN SENIOR CENTER
ITEM J**

21 GRANT STREET

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 PM & 6:00 AM
5 DAYS A WEEK – MONDAY, TUESDAY, WEDNESDAY, THURSDAY & FRIDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

BATHROOMS

J1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
J2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
J3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
J4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
J5	Clean & sanitize walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
J6	Refill all dispensers with approved paper/soap products	Five Times Weekly
J7	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

KITCHEN

J8	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
J9	Clean (mop) floor of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
J10	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
J11	Remove all collected trash/boxes to designated area	Five Times Weekly
J12	Spot clean all walls, light switches, doors, appliances & light switches with approved cleaning product	Five Times Weekly
J13	Clean & sanitize fixtures, mirrors, counters, chrome, tabletops	Five Times Weekly
J14	Remove with vacuum spider webs from corners, windowsills & doorways	Once Monthly

JOSLYN SENIOR CENTER
ITEM J

21 GRANT STREET

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 PM & 6:00 AM
5 DAYS A WEEK – MONDAY, TUESDAY, WEDNESDAY, THURSDAY & FRIDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, MULTI-PURPOSE ROOMS, GENERAL OFFICES

J15	Dust all furniture, fixtures & equipment with approved cleaning product	Five Times Weekly
J16	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Five Times Weekly
J17	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
J18	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
J19	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
J20	Vacuum all entry mats and carpeted areas	Five Times Weekly
J21	Spot clean carpet as needed with approved cleaning product	Five Times Weekly
J22	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds & doorways.	Five Times Weekly
J23	Clean inside and outside of entry door and windows	Five Times Weekly
J24	Clean & vacuum air conditioning vents	Once Monthly
J25	DRINKING FOUNTAIN: Clean and sanitize	Once Weekly

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**MUNICIPAL AIRPORT
ITEM K**

1745 SESSUMS DRIVE

CLEANING SHALL BE PERFORMED TUESDAY & FRIDAY AFTER 5:30 P.M.

HANGAR BATHROOM CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

HANGAR BATHROOM

K1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
K2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
K3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
K4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
K5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
K6	Refill all dispensers with approved paper/soap products	Five Times Weekly
K7	Remove with vacuum spider webs from corners, windowsills & doorways	Once Monthly

AIRPORT MANAGERS OFFICE

K8	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
K9	Spot clean all walls, partitions, light switches, appliances, baseboards & doors with approved cleaning product	Two Times Weekly
K10	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
K11	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
K12	Dust all chairs, table legs and rungs, table tops, desktops, baseboards, ledges, & moldings	Two Times Weekly

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**PARK AVENUE POLICE STATION/JAIL
(CORPORATE YARD)**

ITEM L

1270 W. PARK AVENUE

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M.
7 DAYS PER WEEK – INCLUDES RECORDS AND DISPATCH DEPARTMENT

BATHROOMS ARE CLEANED SEVEN DAYS PER WEEK MONDAY THROUGH SUNDAY

BATHROOMS, SHOWERS & LOCKER ROOMS

L1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Seven Times Weekly
L2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
L3	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
L4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Seven Times Weekly
L5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Seven Times Weekly
L6	Refill all dispensers with approved paper/soap products	Seven Times Weekly
L7	LOCKER ROOMS: Fully clean and sanitize sinks, mirrors, showers, shower floors, walls & ceilings with approved cleaning product	Seven Times Weekly
L8	LOCKER ROOMS: Wipe down all lockers with approved cleaner	Seven Times Weekly
L9	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

KITCHEN/BREAKROOM

L10	Clean and sanitize sink, countertops and exterior of appliances with approved cleaner	Seven Times Weekly
L11	Clean & Sanitize lunchroom tables, chairs, and vending machines	Seven Times Weekly
L12	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
L13	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Seven Times Weekly
L14	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
L15	Clean & vacuum air conditioning vents, baseboards, windowsills, window blinds & remove spider webs	Once Monthly

**PARK AVENUE POLICE STATION/JAIL
(CORPORATE YARD)
ITEM L**

1270 W. PARK AVENUE
CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M.
7 DAYS PER WEEK – INCLUDES RECORDS AND DISPATCH DEPARTMENT

BATHROOMS ARE CLEANED SEVEN DAYS PER WEEK MONDAY THROUGH SUNDAY

LOBBIES, CORRIDORS, GENERAL OFFICES

L16	Dust all furniture, fixtures & equipment with approved cleaning product	Seven Times Weekly
L17	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Seven Times Weekly
L18	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Seven Times Weekly
L19	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
L20	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
L21	Vacuum all carpeted areas (entry mats included)	Seven Times Weekly
L22	Spot clean carpet as needed	Seven Times Weekly
L23	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds, air conditioning vents & doorways.	Once Monthly

LOCKUP FACILITY

L24	Clean and sanitize sink, toilet, all surfaces, all fixtures including doorknobs & benches	Seven Times Weekly
L25	Dust mop or sweep all hard surface floors with a clean treated dustmop	Seven Times Weekly
L26	Empty all trash/recycle receptacles & replace trash liners as necessary	Seven Times Weekly
L27	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Seven Times Weekly
L28	Clean & vacuum air conditioning vents, baseboards, windowsills & remove spider webs	Once Monthly

POLICE ADMINISTRATIVE OFFICES

ITEM M

30 CAJON STREET

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF
3:00 P.M. & 5:00 P.M. EVERY TUESDAY & THURSDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

BATHROOMS

M1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
M2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
M3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
M4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
M5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
M6	Refill all dispensers with approved paper/soap products	Five Times Weekly
M7	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

BASEMENT & KITCHEN/BREAKROOM

M8	Clean all walls, partitions, light switches, appliances, baseboards & doors with approved cleaning product	Two Times Weekly
M9	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
M10	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
M11	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
M12	Clean & sanitize fixtures, appliances, counter tops, doorknobs & chrome	Two Times Weekly
M13	Vacuum all carpeted areas (entry mats included)	Two Times Weekly
M14	As needed, spot clean carpeted areas	Two Times Weekly
M15	DRINKING FOUNTAINS: Clean & sanitize	Two Times Weekly

POLICE ADMINISTRATIVE OFFICES
ITEM M

30 CAJON STREET

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF
3:00 P.M. & 5:00 P.M. EVERY TUESDAY & THURSDAY

MAIN FLOOR & SECOND FLOOR OFFICES & COMMON AREAS

M16	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
M17	Clean, disinfect and polish all drinking fountains, removing water marks, scale and splash marks on the sides and front	Two Times Weekly
M18	Spot clean all walls, partitions, light switches, appliances, baseboards & doors with approved cleaning product	Two Times Weekly
M19	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
M20	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
M21	Vacuum all carpeted areas (entry mats included))	Two Times Weekly
M22	Clean inside and out both sets of glass doors with approved cleaning product	Two Times Weekly
M23	As needed, spot clean carpeted areas	Two Times Weekly
M24	STAIRS: Sweep and mop stairs with approved cleaner	Two Times Weekly
M25	STAIRS: Clean stair railings and ledges with approved product	Two Times Weekly
M26	Clean & vacuum air conditioning vents	Once Monthly
M27	Dust/vacuum all furniture, fixtures, equipment & accessories	One Monthly
M28	Dust high and low areas (pictures, clocks, partition tops, etc.)	Once Monthly

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POLICE SUB-STATION
ITEM N

1150 BROOKSIDE, #J1A

CLEANING SHALL BE PERFORMED BETWEEN THE HOURS OF
3:00 P.M. & 5:00 P.M. EVERY TUESDAY & THURSDAY

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK, MONDAY THROUGH FRIDAY

BATHROOMS

N1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
N2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
N3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
N4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
N5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
N6	Refill all dispensers with approved paper/soap products	Five Times Weekly
N7	Remove with vacuum spider webs from corners, windowsills & doorways	Once Monthly

KITCHEN/BREAKROOMS

N8	Clean sink, countertops and exterior of appliances with approved cleaner	Two Times Weekly
N9	Damp wipe all lunchroom tables, chairs, and vending machines with approved cleaner	Two Times Weekly
N10	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
N11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
N12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
N13	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways	Once Monthly
N14	Clean & vacuum air conditioning vents	Once Monthly

WASTEWATER TREATMENT PLANT

ITEM O

1950 NEVADA STREET
CLEANING SHALL BE PERFORMED SUNDAY, TUESDAY & THURSDAY AFTER 7:00 P.M.

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

BATHROOMS

O1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
O2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
O3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
O4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
O5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
O6	Refill all dispensers with approved paper/soap products	Five Times Weekly
O7	SHOWERS: Clean and sanitize floors, walls, ceilings, faucets with approved cleaning product	Five Times Weekly
O8	Remove with vacuum spider webs from corners, windowsills & doorways	Once Monthly

KITCHEN AND BREAKROOM

O9	Clean and sanitize sink, countertops and exterior of appliances with approved cleaner	Three Times Weekly
O10	Damp wipe all lunchroom tables, chairs and vending machines with approved cleaner	Three Times Weekly
O11	Empty all trash/recycle receptacles & replace trash liners as necessary	Three Times Weekly
O12	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Three Times Weekly
O13	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Three Times Weekly
O14	Clean & vacuum air conditioning vents, baseboards, windowsills & remove spider webs	Once Monthly

WASTEWATER TREATMENT PLANT

ITEM O

1950 NEVADA STREET
CLEANING SHALL BE PERFORMED SUNDAY, TUESDAY & THURSDAY AFTER 7:00 P.M.

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, GENERAL OFFICES

O15	Dust all furniture, fixtures & equipment with approved cleaning product	Three Times Weekly
O16	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Three Times Weekly
O17	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Three Times Weekly
O18	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Three Times Weekly
O19	Empty all trash/recycle receptacles & replace trash liners as necessary	Three Times Weekly
O20	Vacuum all entry mats	Three Times Weekly
O21	Remove with vacuum spider webs from corners, baseboards, windowsills, window blinds & doorways.	Once Monthly
O22	Clean & vacuum air conditioning vents	Once Monthly
O23	DRINKING FOUNTAIN: Clean and sanitize	Three Times Weekly

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WATER PRODUCTION & OPERATIONS

ITEM P

955 PARKFORD DRIVE

CLEANING SHALL BE PERFORMED SUNDAY AND WEDNESDAY AFTER 7:00 P.M

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

BATHROOMS

P1	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Five Times Weekly
P2	Clean floor (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Five Times Weekly
P3	Empty all trash/recycle receptacles & replace trash liners as necessary	Five Times Weekly
P4	Clean & sanitize fixtures, mirrors, counters, doorknobs & chrome	Five Times Weekly
P5	Spot clean all walls, partitions, light switches & doors with approved cleaning product	Five Times Weekly
P6	Refill all dispensers with approved paper/soap products	Five Times Weekly
P7	Remove with vacuum spider webs from corners, windowsills, window blinds & doorways	Once Monthly

KITCHEN/BREAKROOM

P8	Clean sink, countertops and exterior of appliances with approved cleaner	Two Times Weekly
P9	Clean & sanitize all lunchroom tables, chairs and vending machines with approved cleaner	Two Times Weekly
P10	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
P11	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
P12	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
P13	Clean & vacuum air conditioning vents, baseboards, windowsills & remove spider webs	Once Monthly

WATER PRODUCTION & OPERATIONS
ITEM P

955 PARKFORD DRIVE

CLEANING SHALL BE PERFORMED SUNDAY AND WEDNESDAY AFTER 7:00 P.M

BATHROOMS ARE CLEANED FIVE DAYS PER WEEK MONDAY THROUGH FRIDAY

LOBBIES, CORRIDORS, GENERAL OFFICES

P14	Dust all furniture, fixtures & equipment with approved cleaning product	Two Times Weekly
P15	Spot clean all walls, partitions, light switches, baseboards & doors with approved cleaning product	Two Times Weekly
P16	Dust/Sweep all hard surface floors with clean broom or treated dust mop	Two Times Weekly
P17	Clean floors (mop) of dirt, dust, scuff marks & stains with approved cleaning product	Two Times Weekly
P18	Empty all trash/recycle receptacles & replace trash liners as necessary	Two Times Weekly
P19	Vacuum all carpeted areas (entry mats included)	Two Times Weekly
P20	Remove with vacuum spider webs from corners, baseboards, windowsills & doorways.	Once Monthly
P21	Clean & vacuum air conditioning vents	Once Monthly

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EXHIBIT "B"
FEE SCHEDULE

(APRIL, MAY, AND JUNE 2023)
YEAR 1 (JULY 1, 2023 through JUNE 31, 2024)
YEAR 2 (JULY 1, 2024 through JUNE 31, 2025)
YEAR 3 (JULY 1, 2025 through JUNE 31, 2026)

	3 MONTHS	YEAR ONE	YEAR TWO	YEAR THREE
LOCATION	PER MONTH	PER MONTH	PER MONTH	PER MONTH
Animal Shelter	\$ 1,230.92	\$ 1,230.92	\$ 1,252.89	\$ 1,304.86
Airport	\$ 815.30	\$ 815.30	\$ 849.94	\$ 884.58
Carriage House	\$ 1,612.48	\$ 1,612.48	\$ 1,652.52	\$ 1,692.56
Civic Center	\$ 5,269.16	\$ 5,269.16	\$ 5,570.21	\$ 5,872.26
Cemetery	\$ 1,588.24	\$ 1,588.24	\$ 1,634.14	\$ 1,680.04
Contemporary Club	\$ 800.48	\$ 800.48	\$ 837.37	\$ 874.26
Corporate yard	\$ 2,649.46	\$ 2,649.46	\$ 2,836.20	\$ 3,022.94
Joslyn Sr. Center	\$ 1,592.48	\$ 1,592.48	\$ 1,701.83	\$ 1,811.18
Landfill	\$ 822.48	\$ 822.48	\$ 862.52	\$ 902.56
Library & Shrine	\$ 5,824.92	\$ 5,824.92	\$ 6,010.31	\$ 6,195.70
Park Ave. PD Station/Jail	\$ 4,976.70	\$ 4,976.70	\$ 5,108.77	\$ 5,240.84
PD Annex	\$ 2,992.42	\$ 2,992.42	\$ 3,129.89	\$ 3,267.36
PD Sub Station	\$ 665.74	\$ 665.74	\$ 697.68	\$ 729.62
Senior Center/Recreation	\$ 5,816.18	\$ 5,816.18	\$ 5,943.55	\$ 6,072.92
Waste Water Treatment Plant	\$ 2,075.72	\$ 2,075.72	\$ 2,246.26	\$ 2,241.80
Water Production & Operations	\$ 1,172.48	\$ 1,172.48	\$ 1,249.64	\$ 1,326.80
TOTALS	39,905.16	\$ 39,905.16	\$ 41,583.72	\$ 43,120.28
	12 MONTH TOTAL	\$ 478,861.92	Year 1	
	12 MONTH TOTAL	\$ 499,004.64	Year 2	
	12 MONTH TOTAL	\$ 517,443.36	Year 3	
	AGREEMENT TOTAL	\$ 1,495,309.92		

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

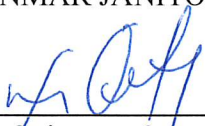
CHECK ONE

MQ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

QUINMAR JANITORIAL SERVICES, INC.

By: 
Max Quintana, Owner

Date: _____