CITY OF REDLANDS

CITY COUNCIL

and

REDLANDS HOUSING CORPORATION

A G E N D A S

September 1, 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, Suite 2, Redlands, California

A G E N D A

The following information comprises the agenda for the regular meeting of the City Council of the City of Redlands and the Redlands Housing Corporation at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Suite 2, Redlands, California, on:

Tuesday, September 1, 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 agendized item at this meeting may do so during the consideration of that time. 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 identity 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 - anticipated litigation pursuant to California Government Code § 54956.9 (d)(2) and (d)(3) in one (1) matter:
   (Human Resources and Risk Management Director King)
   One Case:

   a. Kenneth Kramer adv. City of Redlands, Worker's Compensation Claim No. 21-153160

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

   a. Armstrong Cal Builders, Inc. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2505450

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

E. Invocation by Mayor Pro Tem Shaw - Pledge of Allegiance

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

F. Closed Session Report

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

G. Presentations

1. Redlands Pet Adoption
   (Redlands Animal Services)

2. Presentation of the Adult Literacy Day Proclamation to Diane Shimota, Adult Literacy Coordinator; Don McCue, Library Director; and Kim Green Tutor and Computer Class Instructor
   (Mayor Saucedo)

3. Recognition of David Rabindranath's Man of the Year Award from State Senator Eloise Gomez Reyes
   (Mayor Saucedo)

4. Presentation on the Accelerated Neighborhood Climate Action (ANCA) Redlands Neighborhood Disaster Preparedness Program
   (Council Member Davis)

5. Recognition of Community Members and Emergency Responders for Life-Saving Actions on July 7, 2026
   (Fire Chief Sessler)

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 July 21, 2026
   (City Clerk Donaldson)

2. Authorize issuance of a proclamation Acknowledging David Rabindranath on Receiving the Man of the Year from Senator Eloise Gomez Reyes
   (Mayor Saucedo)

3. Authorize issuance of a proclamation declaring September 27, 2026 as Adult Literacy Day
   (Mayor Saucedo)

4. Approve Amendment No. 1 to the Professional Services Agreement with Many Mansions to correct discrepancies in the rate schedule and authorize reimbursement for eligible supply expenditures in accordance with the Scope of Services
   (Assistant City Manager Wilson)

5. Approve a Funding Agreement with the Redlands Historical Museum Association for Museum of Redlands Store and Event Pavilion Operations and Coordination Services and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines
   (Assistant City Manager Garcia)

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

7. Approve a Memorandum of Understanding with the California Department of Forestry and Fire Protection (CAL FIRE) for California Conservation Corps and California Military Department Handcrews to Support Conservation, Fuels Management, and Hazard Reduction Projects
   (Fire Chief Sessler)

8. Adopt Resolution No. 8816, Rescinding Resolution No. 8782, Reaffirming and Setting the Special Tax for Emergency Paramedic Service for Fiscal Year 2026-2027, and Directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to Place the Emergency Paramedic Service Special Taxes on the Fiscal Year 2026-2027 Tax Roll
   (Fire Chief Sessler)

9. Adopt Resolution No. 8817, Rescinding Resolution No. 8807, Reaffirming and Approving Delinquent Weed Abatement Enforcement Costs, and Directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to Place the Delinquent Weed Abatement Costs on the Fiscal Year 2026-2027 Tax Roll
(Fire Chief Sessler)

10. Approve the side letter agreements between the City of Redlands and (i) the Redlands Association of Management Employees, (ii) the Redlands Association of Mid-Management Employees, and (iii) the Redlands Civilian Safety Employee Association, which amend and modify the respective articles within each Memorandum of Understanding pertaining to Health Insurance
(Human Resources/Risk Management Director King)

11. Approve the side letter agreement between the City of Redlands and Redlands Police Officers Association (RPOA), which amends and modifies Article 8 of the RPOA Memorandum of Understanding (MOU) pertaining to Field Training Officer Sergeant Incentive Pay
(Human Resources/Risk Management Director King)

12. Adopt Resolution No. 8820, Rescinding Resolution No. 8790, Reaffirming and Approving the Levying of Special Taxes Within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center), and Directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to Place the City of Redlands Community Facilities District No. 2003-1 Special Taxes on the Fiscal Year 2026-2027 Tax Roll
(Interim Finance Director Garland)

13. Adopt Resolution No. 8821, Rescinding Resolution No. 8810, Reaffirming and Approving the Delinquent Municipal Services Report, Confirming the Delinquent Municipal Service Charges as Liens, and Directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to Place the Delinquent Municipal Service Charges on the Fiscal Year 2026–2027 Tax Roll
(Interim Finance Director Garland)

14. Approve a Single Source Agreement with Hauler Hero, Inc. for three years with two optional one-year extensions, for an amount not to exceed $242,550 for roll-off and route management software
(Interim Finance Director Garland)

15. Approve a sole source purchase with DynaTouch Corporation for two full service payment kiosks (credit/debit card, check, and cash), one through-the-wall and one standalone indoor, not to exceed the amount of $107,082
(Interim Finance Director Garland)

16. Approve a Sole Source Purchase and Software Support Services Agreement with LCPtracker, Inc., to furnish labor compliance review software and related services for an amount not to exceed $53,445.55
(Municipal Utilities and Engineering Director Heredia)

17. Approve a First Amendment to the Professional Services Agreement with CDM Smith Inc. to continue providing construction engineering support services for the construction phase of the Joint Utilities Laboratory Building Renovation and Expansion Project Phase 1, and bidding support services for Phase 2 of this project by increasing the total not to exceed amount to $249,638 and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act
(Municipal Utilities and Engineering Director Heredia)

18. Approve a Single Source Professional Services Agreement with CASC Engineering & Consulting, Inc. (CASC) to provide National Pollutant Discharge Elimination System (NPDES) program management support services for an amount not to exceed $138,915, 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
(Municipal Utilities and Engineering Director Heredia)

19. Approve a Memorandum of Understanding between Compass IGG & Advocacy and the Redlands Police Department and authorize the Chief of Police to sign the MOU
(Police Chief Tolber)

20. Approve a Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program to provide temporary staffing services to support the Recreation and Senior Services Divisions in an amount not to exceed $140,000, and determine that approval of the Memorandum of Understanding is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act
(Facilities and Community Services Director Crocker)

21. Adopt Resolution No. 8822 and Resolution No. 8823 rescinding Resolution Nos. 8772 and 8773 and Reaffirming Street Lighting District No. 1 and Landscape Maintenance District No. 1 Annual Assessments, and Directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to Place the Assessments on the Fiscal Year 2026-2027 Tax Roll
(Facilities and Community Services Director Crocker)

22. Adopt Resolution No. 8824 Rescinding Resolution No. 8808 and Approving the Delinquent Administrative Citation and Fine Report, Confirming the Delinquent Administrative Citation and Fines as Liens, and Directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to Place the Delinquent Administrative Citation and Fine Charges on the Fiscal Year 2026-27 Tax Roll
(Facilities and Community Services Director Crocker)

23. Approve the use of city resources and the request for in-kind support in the amount of $2,040.00 related to the Art-On-State Street event hosted by the Redlands Art Association on September 20, 2026; approve temporary street closures; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act
(Facilities and Community Services Director Crocker)

24. Approve the use of city resources and in-kind request in the amount of $44,048.44 related to the Believe Walk event hosted by the Stater Bros Charities on Sunday, October 4, 2026, approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act
(Facilities and Community Services Director Crocker)

25. Approve the use of city resources and the request for in-kind support in the amount of $24,415.00 related to the Dog Jog event hosted by the Redlands Chamber of Commerce on October 25, 2026; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act
(Facilities and Community Services Director Crocker)

J. Communications

1. Discussion and possible action relating to the designation of Voting Delegates to represent the City at the 2026 Annual Conference of the League of California Cities
(Mayor Saucedo)

K. Public Hearings

1. CONTINUED PUBLIC HEARING to consider Ordinance Text Amendment No. 372 to amend Title 18 (Zoning Regulations) of the Redlands Municipal Code to prohibit new warehouses and logistics distribution facilities, as defined, and allow existing warehouses to remain as permitted or conditionally permitted uses; consideration of a proposed amendment to Chapter 18.156, Article XII (Warehouses and Logistics Distribution Centers) to add new Section 18.156.970 for new rebuilding provisions for existing warehouses and logistics distribution centers; and consideration of Resolution No. 8793 to amend the commercial and industrial Specific Plans of the City of Redlands to prohibit new warehouses and logistics distribution facilities, as defined, and allow existing warehouses to remain as permitted or conditionally permitted uses. The proposal qualifies for exemption from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines
(Development Services Director Reilly)

L. New Business

1. Consideration of a Sole Source Agreement with the Redlands Historical Museum Association and MPQA, LLC for Museum of Redlands Store and Event Pavilion Operations and Coordination Services, approval of an Additional Appropriation, and determination that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines
(Assistant City Manager Garcia)

2. Consideration of a grant award from the County of San Bernardino Office of Homeless Services in the amount of $611,041.00 from Homeless, Housing, Assistance, and Prevention 5 (HHAP-5) grant for the Project HomeKey Site, Emergency Shelter, and Outreach, authorizing the City Manager or designee to execute the grant agreement; and approve authorization of an additional appropriation in the grant amount; and determine that the HHAP-5 Grant and Services are exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.
   (Assistant City Manager Wilson)

3. Consideration of Resolution No. 8819 Establishing the Confidential Employee Unit
   (Human Resources/Risk Management Director King)

4. Discussion and possible action regarding the City Clerk's compensation and consideration of Resolution No. 8825
   (Human Resources/Risk Management Director King)

5. Consideration of Resolution No. 8826 Establishing a limited-term assignment program to provide temporary staffing support for City departments and authorizing the Human Resources Director to administer the program
   (Human Resources/Risk Management Director King)

6. Consideration of a Cooperative Purchase of a Type I Paramedic Squad Vehicle from Frazer, Ltd. in the Amount of $394,240 to Support Emergency Medical Response Operations
   (Fire Chief Sessler)

7. Consideration of Resolution No. 8818 authorizing use of the State's Citizens' Option for Public Safety (COPS) Program Funds for Fiscal Year 2026/27 and 2027/28 for the purpose of ensuring public safety
   (Police Chief Tolber)

8. Consideration of a non-competitive Professional Services Agreement with Rincon Consultants, Inc. for the implementation of the Remedial Action Plan at the Alabama Street Septage Ponds for an amount not to exceed $640,000, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act
   (Municipal Utilities and Engineering Director Heredia)

9. Consideration of a Single-Source Professional Services Agreement with Parsons Water & Infrastructure Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 Project for an amount not to exceed $287,326 and determination 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
   (Municipal Utilities and Engineering Director Heredia)

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

(No collective discussion or action.)

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

N. Adjournment

O. Redlands Housing Corporation

1. CALL TO ORDER THE MEETING OF THE REDLANDS HOUSING CORPORATION

2. Appointment of Temporary Board Chair and Board Secretary
   (General Counsel Garcia)

3. PUBLIC COMMENT - REDLANDS HOUSING CORPORATION
   (At this time, the Redlands Housing Corporation will provide an opportunity for the public to address them on any subject, within its jurisdiction, which is not already scheduled on the agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three (3) minutes.)

4. NEW BUSINESS

5. Consider Approval of Organizational Certificate of Incorporator Appointing Directors of the Redlands Housing Corporation
   (General Counsel Garcia)

6. Review and Ratify Articles of Incorporation document that was filed and certified by the California Secretary of State
   (Assistant City Manager Garcia)

7. Consider Approval of the Redlands Housing Corporation Bylaws
   (General Counsel Garcia)

8. Consider Appointment of Officers of the Redlands Housing Corporation
   (General Counsel Garcia)

9. Consideration of Resolution No. 2026-01-RHC Establishing a Minute Book of the Redlands Housing Corporation
   (General Counsel Garcia)

10. Review and Consider Adoption of the Conflict of Interest Policy, Whistleblower Protection Policy and Document Retention and Destruction Policy of the Redlands Housing Corporation
    (Assistant City Manager Garcia)

11. Consideration of Resolution No. 2026-02-RHC Establishing the Date and Location of the Annual Regular Meetings of the Redlands Housing Corporation
    (Assistant City Manager Garcia)

12. Consideration of Resolution No. 2026-03-RHC Establishing the Banking Institution of Record and Approving Certain Officers as Bank Account Authorized Signatories
    (Assistant City Manager Garcia)

13. ADJOURN REDLANDS HOUSING CORPORATION

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: August 27, 2026

City Council **AGENDA ITEM NO. I1.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approval of minutes of the regular meeting of July 21, 2026 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of June 16, 2026.

Attachments

City Council-07-21-2026-minutesDraft.pdf

MINUTES

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

Present:	Mario Saucedo, Mayor Marc Shaw, Mayor Pro Tempore Paul Barich, Council Member Eddie Tejeda, Council Member Denise Davis, Council Member
Staff:	Danielle Garcia, Assistant City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Kurt O. Wilson, Assistant City Manager; Carl Baker, Public Information Officer; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Sean Reilly, Development Services Director; Monica Heredia, Municipal Utilities and Engineering Director; Gina King, Human Resources/Risk Management Director

A. Call City Council Meeting to Order

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

B. Public Comment

There was 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 Garcia)

Two Cases:

a. Armstrong Cal Builders, Inc. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2505450

b. Coyote Aviation v. City of Redlands, et al. San Bernardino County Superior Court Case No. CIVSB2418252

2. Conference with legal counsel: Anticipated litigation pursuant to California Government Code § 54956.9 (d)(2) and (d)(3)

(Human Resources and Risk Management Director King)

One Case: a. Ramon Rodriguez adv. City of Redlands, Worker’s Compensation Claim Nos. 23-169240, 21-158520, and 22-164399

3. Conference with labor negotiator - Government Code § 54957.6

(Human Resources and Risk Management Director King)

Agency Negotiators: John Bakhit, Jay Trinnaman, Gina King, 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.

The meeting reconvened at 6:00 PM. Mayor Saucedo announced that Mayor Pro Tem Shaw would run the meeting tonight.

E. Invocation by Council Member Tejeda - Pledge of Allegiance

F. Closed Session Report

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

G. Public Comment - City Council

LGBTQIA+ Display - Based on his strong religious beliefs, Samuel Vasquez objected to the month-long LGBTQIA+ book display at Smiley Library and called for it to be taken down and not reinstalled in the future.

Musings - Dennis Bell highlighted an article which noted a controversy with LA Police Department and their use of Flock automated license plate readers. People are concerned that Flock is doing more than just tracking cars, and he was curious what Redlands Police were doing with the data they collect from Flock. He pointed out the City is pouring millions of dollars into the new Citrus Center, and yet he said there is still a parking problem. He wondered where people will park when attending meetings or conducting business there.

Dirty Game of Politics - Andy Hoder expressed disappointment with the state of politics today. He warned that even at the local level, politics can become vindictive and cruel. He said he is choosing to stay engaged, attend council meetings, and to continue to show up and speak up where he is able.

WELCOME

Mayor Pro Tem Shaw introduced Kurt O. Wilson as the new Assistant City Manager and Gina King as the new Human Resources/Risk Management Director. He welcomed them to Redlands, stating that their extensive experience makes them a valuable addition to the team. He also congratulated Danielle Garcia in her new role as Assistant City Manager.

H. Consent Calendar

1. Approve minutes of the regular meeting of July 7, 2026

    On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the minutes of the regular meeting of July 7, 2026.

    Vote: 5-0 Passed

2. Approve One Limited-Term Administrative Analyst Position within the City Manager’s Office to Provide Capital Project Coordination Support for a Term Not to Exceed Two Years from the Date of Hire

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, one limited-term Administrative Analyst position within the City Manager's Office to provide capital project coordination support for a term not to exceed two years from the date of hire.

Vote: 5-0 Passed

3. Approve a Procurement Waiver and Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services for Fire Station 264 Construction for an amount not to exceed $125,000, approval of an additional appropriation, and determination that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of a Professional Services Agreement with Tilden-Coil Constructors, Inc., for Master Construction Management Services for Fire Station No. 264 Relocation Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; waived competitive procurement procedures and authorized the City to contract directly with Tilden-Coil Constructors, Inc. for pre-construction services for the Fire Station No. 264 Relocation Project; approved the Professional Services Agreement with Tilden-Coil Constructors, Inc. for pre-construction services for the Fire Station No. 264 Relocation Project in an amount not to exceed $125,000; and approved an additional appropriation in the same amount.

Vote: 5-0 Passed

4. Approve a Funding Agreement with the Redlands Historical Museum Association for Part-Time Administrative Assistant Staffing of the Museum Store and Event Pavilion, and determination that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of the Funding Agreements with the Redlands Historical Museum Association is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines; and approved the Funding Agreements with the Redlands Historical Museum Association for professional event coordination services for the Museum of Redlands Store and Event Pavilion and for part-time administrative assistant staffing of the Museum Store and Event Pavilion.

Vote: 5-0 Passed

5. Approve an Agreement Modification extending Local Cooperative Fire Protection Agreement Between the City of Redlands and the United States Department of Agriculture, Forest Service, San Bernardino National Forest; and authorize the Mayor and the Fire Chief to execute the modification.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the modification to the Local Cooperative Fire Protection Agreement between the United States Department of Agriculture (USDA), Forest Service, San Bernardino National Forest extending the period of performance to September 18, 2030; and authorized the Mayor and the Fire Chief to execute the agreement modification and any related documents.

Vote: 5-0 Passed

6. Approve an Automatic Aid and Mutual Aid Agreement Between the City of Redlands Fire Department and the San Bernardino County Fire Protection District

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Automatic Aid and Mutual Aid Agreement between the City of Redlands Fire

Department and the San Bernardino County Fire Protection District for a term commencing on July 21, 2026 (the effective date) and continuing through June 30, 2031.

Vote: 5-0 Passed

7. Adopt Resolution No. 8814, establishing a salary schedule and compensation plan for City employees and rescinding Resolution No. 8813

Human Resources/Risk Management Director King presented Resolution No. 8814, establishing a salary schedule and compensation plan for City employees. This resolution incorporates new salary range structures negotiated with each respective bargaining unit for the Redlands Police Officers Association, the Redlands Professional Firefighters Association and Teamsters Local 1932. In addition, the title of Management Services Director has been changed to Finance Director in the salary resolution.

An error was identified on page 16 of the range table for the Redlands Professional Firefighters Association and Redlands Association of Fire Management Employees. Corrections have been made and are accurately reflected in the Amended range table which has been incorporated into the online agenda packet and is available for viewing in the City Clerk's office.

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council approved, by roll call vote, Resolution No. 8814, as amended, establishing a salary schedule and compensation plan for City employees and rescinding Resolution No. 8813.

Vote: 5-0 Passed

8. Adopt Ordinance No. 3003 and Ordinance No. 3004 Amending Chapters 3.52 and 3.62 of the Redlands Municipal Code relating to Water Utility and Wastewater Utility Rate Adjustments

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Ordinance No. 3003 and Ordinance No. 3004 amending Chapters 3.52 and 3.62 of the Redlands Municipal Code relating to Water Utility and Wastewater Utility Rate Adjustments.

Vote: 5-0 Passed

9. Adopt Resolution No. 8812 approving a Summary Vacation of a Public Service Easement located at 1780 Country Club Drive, Redlands, California, on Assessor's Parcel No. 0176-211-11-0000; and determine approval of the Resolution is exempt pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that adoption of Resolution No. 8812 approving a Summary Vacation is exempt pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and adopted Resolution No. 8812, approving a Summary Vacation of a Public Service Easement located at 1780 Country Club Drive, Redlands, California, on Assessor's Parcel No. 0176-211-11-0000.

Vote: 5-0 Passed

10. Approve a request for in-kind support in the amount of $16,655, related to the 14th Annual Oktoberfest event hosted by Redlands Optimist Club on October 3, 2026, and October 4, 2026; 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 Council Member Eddie Tejeda, 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 Environmental Quality Act; approved the request for

in-kind support in the amount of $16,655.63 and authorized the sale and consumption of alcoholic beverages, related to the Redlands Optimist Club Oktoberfest event on October 3rd and October 4th, 2026.

Vote: 5-0 Passed

11. Approve the in-kind support request in the amount of $7,094 related to the Downtown Redlands Artwalk event hosted by the Kid's Cures Foundation on October 25, 2026; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, 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 Environmental Quality Act; and approved the in-kind support request in the amount of $7,094.00 and authorized the temporary street closures related to the Downtown Redlands Artwalk event on October 25, 2026.

Vote: 5-0 Passed

12. Approve a Professional Services Agreement with Acton Architecture, Inc. for on-call general architectural services in an amount not to exceed $150,000; and determine that approval of the agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of a Professional Services Agreement with Acton Architecture, Inc. for general architecture design services is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines; and approved a professional services agreement with Acton Architecture, Inc. for on-call general architecture design services in an amount not to exceed $150,000 for a term of two years, ending June 30, 2028.

Vote: 5-0 Passed

I. Public Hearings

1. Public Hearing to consider Resolution No. 8807 - Delinquent Weed Abatement Enforcement Cost Report Resolution No. 8807 will approve the Delinquent Weed Abatement Enforcement Costs Report and submittal of the report to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for Processing

Mayor Pro Tem Shaw declared the meeting open as a public hearing and called on Fire Chief Sessler, for a summary of Resolution No. 8807 approving a delinquent Administrative Citations Fine and Weed Abatement Enforcement Cost Report. The property owners identified in the attached report are associated with either unpaid administrative citations or weed abatement enforcement services. The unpaid administrative citations were issued for violations of the Redlands Municipal Code related to the possession, use, discharge, sale, or facilitation of illegal fireworks within the City of Redlands.

The weed abatement enforcement service costs are related to the enforcement actions and compliance measures conducted at identified parcels. Property owners were provided notice of the City Council's consideration of this report and advised of their right to submit written objections or appear before the City Council to present objections or protests. With no further discussion, Mayor Pro Tem Shaw closed the public hearing.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council adopted, by roll call vote, Resolution No. 8807 approving a Delinquent Administrative Citations Fine and Weed Abatement Enforcement Cost Report, and authorizing the Submittal of Notices of Lien to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for Processing Against the Properties Listed in This Report

Vote: 5-0 Passed

J. New Business

1. Consideration of the Formation of the Redlands Housing Corporation, a California Nonprofit Public Benefit Corporation, and Approval of the Articles of Incorporation and Corporation Bylaws to Support the Acquisition, Ownership, and Operation of the Property Located at 1675 Industrial Park Avenue

Assistant City Manager Garcia presented the California nonprofit public benefit corporation named the Redlands Housing Corporation, to support the acquisition, ownership, and operation of the property located at 1675 Industrial Park Avenue. On July 6, 2021, the City Council directed staff to explore potential housing solutions for individuals experiencing homelessness. Through the State's Homekey Program, the City partnered with Shangri-La Industries, LLC and Step Up on Second, Inc. to convert the former Good Nite Inn at 1675 Industrial Park Avenue into permanent supportive housing. The project opened in early 2023 and continues to provide housing and supportive services to vulnerable members of the community.

Following completion of the project, Shangri-La defaulted on its contractual obligations, resulting in State litigation and foreclosure of the property. Since that time, the City and the current property owner have worked cooperatively to maintain uninterrupted operations while pursuing a long-term ownership solution that preserves the public purpose of the Homekey investment.

The City, State, and other public agencies have discussed providing significant support in service of a transfer of the property to the City. Outside counsel has recommended the formation of a California nonprofit public benefit corporation. The nonprofit corporation would serve as the legal entity through which the property may be acquired, owned, governed and operated consistent with the public purposes associated with the transaction and any applicable funding, regulatory and operational requirements.

The proposed action is organizational in nature. Approval of the formation of the nonprofit corporation, together with approval of the Articles of Incorporation and Bylaws, will allow the City, with the assistance of outside counsel, to complete the legal steps necessary to establish the nonprofit and position it to participate in the acquisition and ownership structure for the property located at 1675 Industrial Park Avenue.

This item does not, by itself, authorize or complete the acquisition of the property. Any additional agreements, funding actions, operating arrangements, or property acquisition documents requiring City Council approval will be brought forward separately as needed. As public comment, Dennis Bell worried that this would create a slippery slope and could easily devolve into what he called, a "money pit". In response to questions regarding total costs, Ms. Garcia explained that negotiations are ongoing, but the estimate is $700,000.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the formation of the Redlands Housing Corporation, a California nonprofit public benefit corporation, to support the acquisition, ownership and operation of the property located at 1675 Industrial Park Avenue; approved the Articles of Incorporation and Bylaws, each substantially in the form presented; authorized the appropriate City officials and/or outside counsel to take all actions necessary to complete the formation of the nonprofit corporation; and authorized the filing of the Articles of Incorporation with the California Secretary of State.

Vote: 5-0 Passed

2. Discussion and possible action relating to the City Clerk's compensation and consideration of Resolution No. 8815

Human Resources/Risk Management Director King introduced Resolution No. 8815 related to the City Clerk’s compensation. Resolution No. 8327, adopted in 2022, is the most recent resolution setting forth the City Clerk’s salary at $85,454 per year plus benefits. The Clerk's salary has remained unchanged since 2022. Staff recommended implementing similar salary increases to those that the City Council approved for union represented employees. The new salary is approximately 6.5% higher, representing the 4% across-the-board increase approved for general employees along with a 2.5% step increase.

Mayor Pro Tem Shaw opened the discussion to consider further review of staff's recommendation. He studied survey results gathered by staff from surrounding cities to help correlate to the clerk's role with an already existing

staff position. He suggested that the Public Information Officer role was a fairly similar position, one that demands a high level of independence and consists of a large amount of public facing work and handling of sensitive issues The salary range for that position falls under M-75.

In order to avoid overlooking the Clerk's position in the future and having to bring forward a new resolution each year, he suggested including language that would tie the position to a bargaining unit, such as the Redlands Association of Management Employees (RAME). This would provide a structure for appropriately compensating the Clerk in a way that reflects the work load. He also pointed out that the Clerk is a full-time position and, as such, should be granted the benefits afforded to other full-time employees, including medical, dental, and vision coverage.

Council Members agreed they were interested in seeing a new version of the resolution and directed staff to examine the M-75 classification, with a potential starting point around Step 4, along with the inclusion of medical, dental, and vision benefits. Director King understood and said the proposal will be brought back for consideration on September 1, 2026.

3. Consideration of Memoranda of Understanding between City of Redlands and the Redlands Police Officers Association, the Redlands Professional Firefighters Association and Teamsters Local 1932

Human Resources/Risk Management Director King reported on the Memoranda of Understanding between City of Redlands and the Redlands Police Officers Association, the Redlands Professional Firefighters Association and Teamsters Local 1932. Teamsters unit members will receive a four percent (4%) salary increase for the first year of the contract and three percent (3%) salary increases in both years two and three. RPOA and RPFA unit members will receive a seven percent (7%) salary increase for the first year of the contract and three percent (3%) salary increases in both years two and three. Other changes include three additional steps (Steps 5, 6, and 7) at two and one-half percent (2.5%) each to the top of the RPOA, RPFA and Teamsters salary ranges, increases to bilingual pay, medical contributions, and incentive pays. Language revisions have also been made within the MOU for the purpose of cleanup and to reduce ambiguity and/or clarify how a benefit is administered. Ms. King thanked everyone involved in the negotiations for their shared commitment and collaborative spirit.

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council approved, by roll call vote, the Memoranda of Understanding between the City of Redlands and the Redlands Police Officers Association, Redlands Professional Firefighters Association, and Teamsters Local 1932.

Vote: 5-0 Passed

4. Consideration of an Agreement with PBK Architects California, Inc. for architectural design services for the construction of Fire Station 264 in an amount not to exceed $1,486,100; and determine that the project is not subject to environmental review pursuant to Section 15301(d) of the State's Guidelines implementing the California Environmental Quality Act

Fire Chief Sessler detailed an Agreement with PBK Architects California, Inc. for architectural design services for the construction of Fire Station 264 in an amount not to exceed $1,486,100. The City is planning the construction of a new Fire Station 264 to be located at the Heritage Park site. The proposed project includes the design and construction of a new approximately 12,000 square-foot fire station and associated site improvements on approximately 1.5 acres. PBK specializes in the planning and design of public safety and essential service facilities and has designed more than 200 public safety facilities throughout California and nationally. The firm has also successfully completed multiple projects for the Redlands Fire Department, including prior fire station assessments and the renovation project for Fire Station 262.

As public comment, Steve Rogers stated that this was a highly complex project, one that he insisted should be under the purview of a professional engineer. He also raised objections to the selection process, which failed to allow for competitive bids. Chief Sessler added that all design work would be properly submitted through the city for a full vetting, review, and approval process.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the agreement with PBK Architects California, Inc. for architectural design services for the

construction of Fire Station 264 in an amount not to exceed $1,486,100; and determined that the project is categorically exempt from environmental review in accordance with Section 15301(d) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5-0 Passed

5. Consideration of approval of the California Street and Redlands Boulevard Intersection Widening Project plans and specifications; approval of a Public Works Construction Contract with Beador Construction Company, Inc. for the Project in an amount not to exceed $5,537,700; re-designation of $4,400,000 currently budgeted in the Arterial Street Fund 252 to the Local Transportation Fund 209, approval of an additional appropriation in the amount of $1,137,700 in the Local Transportation Fund 209; and determination that the Project is consistent with the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program adopted by Resolution No. 8645 and will not require additional environmental review pursuant to the California Environmental Quality Act

Municipal Utilities and Engineering Director Heredia summarized the California Street and Redlands Boulevard Intersection Widening Project and the approval of a Public Works Construction Contract with Beador Construction Company, Inc. for the Project in an amount not to exceed $5,537,700. California Street is classified as a Major Arterial and provides an important connection between residential neighborhoods, major activity centers, and the I-10 and I-210 freeways. The California Street and Redlands Boulevard Intersection Widening Project will widen the west side of California Street between Redlands Boulevard and about 500 feet south of the I-10 freeway. Under the Agreement, the County Flood Control District will reimburse the City for 50 percent of eligible Project costs, including engineering, permitting, utility relocation, construction, inspection, and contingency, as well as 50 percent of eligible Project cost overruns.

Council Member Barich questioned whether the warehouse developer who purchased the property located at 1101 California Street, formerly known as Splash Kingdom, contributed to the intersection widening costs. Director Heredia stated the Project was mainly funded by Measure I and Development Impact Fees and this particular developer paid all required impact fees.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the California Street & Redlands Boulevard Project (Project) plans and specifications, and awarded a Public Works Construction Contract to Beador Construction Company, Inc. for an amount not to exceed $5,537,700; re-designated $4,400,000 currently budgeted in the Arterial Street Fund 252 to the Local Transportation Fund 209; approved an additional appropriation in the amount of $1,137,700 in the Local Transportation Fund (209); and determined that the environmental effects of the Project were previously analyzed in the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program adopted by Resolution No. 8645, and that no further environmental review is required pursuant to the California Environmental Quality Act.

Vote: 4-1 Passed (Nay - Council Member Barich)

6. Consideration of a Public Works Construction Contract with B-81 Paving, Inc. for On-Call Pavement Repair Services for Water Utilities on an as-needed basis for an amount not to exceed $600,000, and determination that this action is exempt from environmental review pursuant to Section 15301 of the State's Guidelines implementing the California Environmental Quality Act

Municipal Utilities and Engineering Director Heredia highlighted a Public Works Construction Contract with B-81 Paving, Inc. for On-Call Pavement Repair Services for Water Utilities on an as-needed basis for an amount not to exceed $600,000. The Municipal Utilities and Engineering Department annually performs approximately 250 repairs to water mains, service lines, valves, blow-offs, and other water utility infrastructure throughout the City’s water service area. These repairs typically require asphalt removal and trench excavation. The On-Call Pavement Repair for Water Utilities Project was developed to establish a comprehensive contract with clearly defined specifications and estimated quantities, enabling a contractor to provide permanent asphalt patching services for all eligible water

utility repairs under a single contract. Directors Heredia and Crocker confirmed that the scale of these projects surpasses what Facilities and Community Services can manage in-house..

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of the Public Works Construction Contract with B-81 Paving, Inc. is exempt from environmental review pursuant to section 15301 of the State's guidelines implementing the California Environmental Quality Act, and approved the Public Works Construction Contract with B-81 Paving Inc. for On-Call Pavement Repair Services for Water Utilities on an as-needed basis for an amount not to exceed $300,000 for the fiscal year 2026/27, and $300,000 for the fiscal year 2027/28, totaling $600,000.

Vote: 5-0 Passed

7. Consideration of a Public Works Construction Contract for the California Street Landfill Phase 5 Expansion project with Sukut Construction, LLC. in the amount of $5,095,919; waiver of minor irregularities contained within the bid received by Sukut Construction, LLC; and determination that the project is not subject to further environmental review pursuant to Section 15162 of the State's Guidelines implementing the California Environmental Quality Act

Facilities and Community Services Department Director Crocker reviewed a Public Works Construction Contract for the California Street Landfill Phase 5 Expansion project with Sukut Construction, LLC. in the amount of $5,095,919.25. The Landfill is required to maintain compliance with all applicable federal, state, and county regulations governing daily operations, environmental monitoring, and reporting requirements. Phase 5 of the Landfill will be developed in accordance with the JTD and applicable Construction Quality Assurance requirements. Phase 4 of the Landfill is projected to reach its interim disposal by early 2027. To ensure uninterrupted collections and landfill operations, staff has initiated the design, bidding, and construction process for Phase 5. Director Crocker added that the Landfill is projected to have thirty years of permitted capacity.

As public comment, Stephen Rogers said he was frustrated the City continues to ignore his concerns about assigning unqualified staff to public works projects and he urged the Council to refrain from approving any public works projects when there is no professional engineer in that department.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that the award of a construction contract to Sukut Construction, LLC for the California Street Landfill Phase 5 Expansion Project is not subject to further environmental review pursuant to Section 15162 of the State's Guidelines implementing the California Environmental Quality Act; waived the minor irregularities contained within the bid submitted by Sukut Construction, LLC for the California Street Landfill Phase 5 Expansion Project because the contractor corrected a calculation error in the original submission and worked with City staff to reduce project costs; approved plans and specifications, and awarded a construction contract to Sukut Construction, LLC for the California Street Landfill Phase 5 Expansion Project in the amount of $5,095,919.25.

Vote: 5-0 Passed

8. Consideration of approval of an agreement with Geologic Associates, Inc., to provide construction quality assurance, observation, testing, regulatory compliance and documentation for the Phase 5 Expansion at the California Street Landfill in a total agreement amount of $598,018

Facilities and Community Services Department Director Crocker detailed an agreement with Geologic Associates, Inc., to provide construction quality assurance, observation, testing, regulatory compliance and documentation for the Phase 5 Expansion at the California Street Landfill in a total agreement amount of $598,018.87. The Phase 5 expansion will be constructed in accordance with the approved Joint Technical Document (JTD) and will be subject to the requirements of a comprehensive CQA program. As existing disposal areas reach capacity, subsequent phases are constructed to maintain uninterrupted landfill operations. Phase 5 will be developed pursuant to the approved expansion plans, which require independent CQA monitoring, testing, and reporting by a qualified third-party consultant. The CQA program ensures that all construction activities comply with project specifications and applicable regulatory requirements, and that potential environmental impacts are appropriately addressed. Construction of Phase 5 is anticipated to begin in late July 2026, with completion expected in early February 2027.

As public comment, Stephen Rogers said that landfill projects are considered public works projects and this is the domain of engineers and should not be overseen by Facilities and Community Services. He added the landfill and the solid waste program should be classified as a utility and should fall under the purview of Municipal Utilities and Engineering Department. He again raised issues with the City's reporting of the Notice of Department Designation forms. Director Crocker clarified that her department collaborates closely with the engineers in MUED on projects such as this.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, an agreement with Geologic Associates, Inc., for the Phase 5 expansion at the California Street Landfill in a total agreement amount of $598,018.87.

Vote: 5-0 Passed

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

Council Member Barich enjoyed the lovely retirement party held in honor of Janice McConnell. She will be greatly missed. He attended the RESA graduation event and the Library Board meeting.

Council Member Tejeda attended an event that was hosted by Tim Rochford at the Redlands Bowl and a separate event at the Bowl hosted by Congressman Pete Aguilar.

Council Member Davis was pleased to attend the lovely retirement party in celebration of the many years of service of Janice McConnell. She met with City Manager Duggan, Director Crocker, and a constituent to discuss the City's park fee structure.

L. Adjournment

There being no further action required the meeting adjourned at 7:03 P.M. Due to the cancellation of the August 4 and August 18 meetings, the next regular meeting of the City of Redlands City Council will be held on September 1, 2026.

City Council **AGENDA ITEM NO. I2.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation Acknowledging David Rabindranath on Receiving the Man of the Year from Senator Eloise Gomez Reyes (Mayor Saucedo)

MOTION:

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

I move to authorize issuance of a proclamation acknowledging David Rabindranath receiving the Man of Year Award from Senator Eloise Gomez Reyes.

Attachments

Man of the Year 2026.pdf

PROCLAMATION

Man of the Year

WHEREAS, on July 14, 2026 David Rabindranath was presented the Man of the Year award from Senator Eloise Gomez Reyes at the 2026 Summer Celebration of Service; and

WHEREAS, David Rabindranath serves as the Homeless Solutions Manager for the City of Redlands, where he leads efforts to address homelessness; and

WHEREAS, David oversees initiatives that connect individuals experiencing homelessness with permanent housing, behavioral health services, employment assistance, and other resources; and

WHEREAS, prior to joining the City of Redlands, David worked for Loma Linda VA Healthcare Systems, supporting housing and employment services for veterans experiencing homelessness; and

WHEREAS, David's experience in case management, housing navigation, and community engagement has helped strengthen Redlands' coordinated response to homelessness; and

WHEREAS, with David's experience and his partnerships with local non-profits, law enforcement, healthcare providers, and government agencies, he is committed to developing compassionate, data-driven solutions that improve lives and create lasting pathways to housing stability; and

WHEREAS, According to the 2026 Point-in-Time Count, Redlands has experienced an overall 50% reduction in homelessness over the past three years, including an 8% reduction from 2025 to 2026. More importantly, more than 500 individuals have transitioned into permanent housing through rapid rehousing and supportive housing programs in the last 3 years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby congratulates David Rabindranath on receiving Man of the Year from Senator Eloise Gomez Reyes and recognizes him for his commitment to serving our community.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 1st day of September 2026.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I3.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring September 27, 2026 as Adult Literacy Day (Mayor Saucedo)

MOTION:

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

I move to authorize issuance of a proclamation declaring September 27, 2026 as Adult Literacy Day in the City of Redlands.

Attachments

Adult Literacy Day 2026.pdf

PROCLAMATION

Adult Literacy Day

WHEREAS, California Library Literacy Services (CLLS) has been providing literacy services to adults in California for over 40 years; and

WHEREAS, the most recent studies available indicate that nearly 23 percent of California's adults lack basic literacy skills; and

WHEREAS, the California State Legislature has declared in State Education Code Sec. 18010 that the public library is "a resource for continuing education and re-education beyond the years of formal education."; and

WHEREAS, for the last 16 years the Redlands Adult Literacy Program at Smiley Library has helped adults improve their literacy skills so they can get or advance in their jobs, help their children in school, participate in civic activities, or work towards their own higher education; and

WHEREAS, the Adult Literacy Program works to provide adult literacy services at Smiley Library and offsite locations, partnering with First Baptist Church of Redlands, Lugonia Elementary School, and YMCA of the East Valley; and

WHEREAS, the Adult Literacy Program provides vital literacy services through one-on-one tutoring, computer and writing classes, family literacy, and the publication of the ninth volume of "Our Stories, A Collection of Writings", an anthology that gives voice to adult learners through their writing; and

WHEREAS, we commend the efforts of the Redlands Adult Literacy Program and all its staff, volunteers, and community supporters and partners for assisting adult learners who work to improve their reading and writing so that they can provide a better future for themselves, their families, and our community;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim September 27, 2026, as Adult Literacy Day in the City of Redlands and calls upon our residents to promote literacy efforts and education programs throughout our community.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 1st day of September, 2026.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I4.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Amendment No. 1 to the Professional Services Agreement with Many Mansions to correct discrepancies in the rate schedule and authorize reimbursement for eligible supply expenditures in accordance with the Scope of Services (City Manager Duggan)

MOTION:

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

1. I move that City Council approve a First Amendment to the Professional Services Agreement with Many Mansions to correct discrepancies in the rate schedule and authorize reimbursement for eligible supply expenditures in accordance with the Scope of Services.

RECOMMENDATION:

Staff recommends City Council approve the First Amendment Agreement to the Professional Services Agreement with Many Mansions to revise the Rate Sheet to correct discrepancies in the approved rates and clarify reimbursement for eligible supply expenditures consistent with the Agreement and Scope of Services. The revisions include correcting the annual total salary amounts, adding eligible supply expenditures to the expenditure column, adding the benefits percentage breakdown, and correcting the total amount of the Agreement to reflect the approved not-to-exceed amount of $300,000.

DISCUSSION:

The City entered into a Professional Services Agreement with Many Mansions on September 16th, 2025, to provide property management services for the Project Homekey facility in Redlands, California. Following execution of the agreement, staff identified discrepancies within Exhibit "B," titled "Rate Sheet" that do not accurately reflect the actual rates and reimbursable supply expenditures outlined in the Agreement and Scope of Services.

The proposed amendment replaces Exhibit "B" with a new Exhibit "B," correcting the discrepancies and clarifying reimbursement for eligible supply expenditures necessary to perform the contracted services. The first amendment agreement does not modify the Scope of Work or other substantive terms of the agreement. Approval of the first amendment agreement accurately reflects the negotiated compensation structure and allows the City to process reimbursements in accordance with the Rate Sheet.

The revisions include correcting the annual total salary amounts, adding eligible supply expenditures to the expenditure column, adding the benefits percentage breakdown, and correcting the total amount of the Agreement to reflect the approved not-to-exceed amount of $300,000.

ALTERNATIVES:

The City Council may decline to approve the amendment for the Professional Services Agreement or provide alternative direction to staff.

STRATEGIC PLAN:

SUBMITTED BY:
Ashley Rosario, Management Analyst

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
James Garland, Interim Finance Director
Danielle Garcia, Assistant City Manager

PREPARED BY:
Ashley Rosario, Management Analyst

FISCAL IMPACT

Fiscal Year: 2025-2026

Revenue Generating:No

Amount: $0 (No increase to the total contract amount; amendment is administrative unless otherwise noted.)

Budgeted Y/N: Y

Account No.: 101126-126001

Additional Appropriation Required: No

Discussion:

The proposed amendment corrects discrepancies in Exhibit "B" ("Rate Sheet") and clarifies reimbursement for eligible supply expenditures in accordance with the existing agreement. The amendment does not require additional appropriation and will be funded through the existing budgeted appropriations for the agreement.

Attachments

Many_Mansions_Executed_Agreement.pdf
1st_Amendment_w_Many_Mansions.pdf

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Homeless Resource Services providing property management services for the Project Homekey facility in Redlands, California ("Agreement") is made and entered in this 16th day of September, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Many Mansions, a California nonprofit public benefit corporation (PM Agent), ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide PM Agent to provide homeless resources including providing property management services for a Project Homekey facility located at 1675 Industrial Park Ave., Redlands, California 92374 (Facility) 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 make available PM Agent information in its possession that may reasonably assist PM Agent in providing the Services, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 PM Agent shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled, "Scope of Services" ("Services") which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of 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 the PM Agent 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

The compensation for Consultant's performance of the Services shall not exceed the amount of [Three Hundred Thousand Dollars] ($300,000) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of [Three Hundred Thousand Dollars] ($300,000) for the first Extended Term; and [Three Hundred Thousand Dollars] ($300,000) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of [Nine Hundred Thousand Dollars] ($900,000). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Price and Fee Bid," which is attached hereto and incorporated herein by this reference.

5.1 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:

Rick Schroeder, President & CEO
Many Mansions
1259 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362
rick@manymansions.org
Phone: (805) 496-4948 X227
Fax: (805) 497-1305

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the

Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

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

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained

herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

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

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

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

MANY MANSIONS

By: _____
Rick Schroeder, President & CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

A. BACKGROUND INFORMATION

The property is a Homekey Program housing facility located at 1675 Industrial Park Ave., Redlands, California 92374. Serving formerly homeless individuals and represents a critical component addressing homelessness through dignified, stable housing solutions.

B. PROJECT DESCRIPTION

The property management company will be responsible for the day-to-day operations, maintenance, program monitoring, compliance with the Regulatory Agreement and other funding source requirements, compliance with tenant rental and income limits, and administration of a permanent housing facility that includes but is not limited to:

- Residential units
- Common areas and community spaces
- On-site laundry facilities
- Security systems
- Parking facilities
- Outdoor spaces

C. SERVICES

The selected property management company will be responsible for:

1.Property Operations:

a. Maintain 24/7 property coverage, including an on-site resident manager
b. Provide immediate communication to City staff in case of emergency
c. Implement and maintain a comprehensive maintenance program
d. Coordinate with service providers
e. Manage unit turnover and preparation
f. Ensure compliance with all applicable housing regulations and requirements
g. Maintain safety and security protocols
h. Coordinate pest control and janitorial services
i. Contract with and manage vendors, including but not limited to: Plumbing, HVAC, Electrical, Fire Alarm, Security, Janitorial, and Landscaping in compliance with applicable procurement and prevailing wage laws and regulations.
j. Provide detailed and timely accounting for all expenses incurred, including but not limited to maintaining a record of all hourly work completed by employees and vendors, bills received, and supplies ordered in connection with maintaining and operating the property.

2. Financial Management

a. Collect and process resident rent payments
b. Calculate tenant rental portion in accordance with state and federal laws and regulations.
c. Maintain accurate financial records and provide monthly reports
d. Prepare and manage the operating budget and expenses
e. Process vendor payments

f. Maintain required insurance coverage
g. Establish a segregated bank account for operating expenses for the purpose of maintaining funds available for property management, general maintenance, payments for supplies, equipment and services associated with maintaining and operating the property.

3. Resident Services
a. Process tenant applications, accept referrals from the Coordinated Entry System (CES) if and where required, and maintain waiting lists
b. Conduct move-in/move-out inspections
c. Respond to maintenance requests
d. Maintain resident files and records
e. Facilitate communication between residents and service providers
f. Ensure compliance with Fair Housing laws
g. Comply with the Coordinated Entry System for placement of residents.

4. Facility Maintenance
a. Perform routine preventive maintenance
b. Coordinate repairs and replacements
c. Maintain building systems (HVAC, plumbing, electrical)
d. Maintain ground maintenance and landscaping
e. Manage waste disposal and recycling programs
f. Conducts procurement for all service contracts and staffing following City procurement policies.
g. Assure that, where applicable, state prevailing wages are paid for work performed onsite based on the requirements of the applicable funding sources related to this property.

5. Project Homekey/HCD Requirements
PM Agent acknowledges to lease units in accordance with the project guidelines of the Project HomeKey Program administered by HCD.

a. Project Home-Key Specific Lease Provisions including the following:

Redlands Good Nite Inn 1675 Industrial Park Ave Redlands, CA 92374 County of San Bernardino				Assessor Parcel Number (APN) 0292-063-38	
# of Bedrooms	Units	Non-Homekey Units	Homekey Assisted Units	All Income Limit	Restriction to Subset of Target Population
Manager Unit	1	0	1	N/A	N/A
0 (Studio)	37	0	37	30%	At Risk of Homelessness
0 (Studio)	25	0	25	30%	Chronically Homeless
0 (Studio)	36	0	36	30%	N/A
Totals:	99	0	99	N/A	N/A

b. PM Shall ensure that at least twenty five percent (25%) of the Project's Assisted Units are restricted to occupancy by the Chronically Homeless and PM shall ensure that at least fifty percent (50%) of the Project Assisted Units are restricted to occupancy by the Homeless.

6. The City shall furnish PM Agent with written descriptions of such requirements as they relate to PM Agent's leasing property management and fiscal management duties hereunder. Incident thereto, the following provisions shall apply:

a. PM Agent shall, prior to approving each rental application and prior to allowing prospective tenants to take occupancy, require each prospective tenant household to complete required forms and provide documentation to qualify application for residency. All applications will be submitted to Step Up's Compliance Department for approval.

b. The Compliance Department will verity program guidelines are followed. A Tenant Income Certification, Managers Certification, and Calculation sheet will be used to confirm annual income.

c. PM Agent is authorized without the City's prior consent to update forms, policies, and procedures to adhere to Project Homekey/HCD guidelines.

d. Without the City's prior written consent, PM Agent shall not enter into any lease on behalf of the City to a tenant household who fails to meet the income eligibility requirements for Project Homekey.

e. PM Agent shall maintain and preserve all written records of tenant income and household size, and any other information reasonably requested by the City in writing in connection with the Project HomeKey, throughout the term of the Agreement, and shall turn all such records over to the City upon the termination or expiration of this Agreement or upon written request of Owner.

f. PM Agent shall, to the extent such is within the scope of its authority and duties hereunder, comply with all leasing, management, reporting, and similar requirements in connection with the Project Homekey/HCD, whether such requirements be from a monitoring agency or any branch of government

g. PM Agent shall cause the building to be maintained in compliance with all local health, safety, and building codes to the extent of available funds, and shall promptly give written notice to the City if PM Agent receives notice of any such code violation relating to the building.

EXHIBIT "B"
Rate Sheet

Fee	Base	Units	Monthly $	Annual $
Property Management	$81 PUPM	98	$7,938	$95,256
Financial Management	$13 PUPM	98	$1,274	$15,288
Total			**$9,212**	**$110,544**

Staff	FTE	Rate (Hourly)	Hours (Annual)	Annual $
Property Management	1.0	$28.00	$2,080	$56,240
Maintenance Tech	1.0	$27.00	$2,080	$56,160
Subtotal				$112,400
***Total Benefits, Taxes, etc.**				$27,897
Total				**$140,297**

***Payroll Taxes & Benefits include employer taxes, mileage reimbursements, and benefits.**

Area	Amount
Fees	**$110,544**
Reimbursed Personnel Costs	**$140,297**
Total	**$250,841**

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.

MANY MANSIONS

By: _____ Date: 9/4/25

Rick Schroeder, President & CEO

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the Project Homekey facility in Redlands, California services ("Agreement"), dated September 16, 2025, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and Many Mansions ("Consultant"), is made and entered into this 1st day of September, 2026.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to revise the Exhibit "B," titled "Rate Sheet," hereto revising total compensation.

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 of the Agreement is hereby amended to correct the numbering of the provisions therein. The first paragraph under Article 5, which was inadvertently unnumbered, shall be designated as Section 5.1, and the second paragraph, which was incorrectly designated as Section 5.1, shall be redesignated as Section 5.2. As corrected, Sections 5.1 and 5.2 shall read as follows:

"5.1 The compensation for Consultant's performance of the Services shall not exceed the amount of Three Hundred Thousand Dollars ($300,000.00) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of Three Hundred Thousand Dollars ($300,000.00) for the first Extended Term; and Three Hundred Thousand Dollars ($300,000.00) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Nine Hundred Thousand Dollars ($900,000.00). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B" titled "Rate Sheet," which is attached hereto and incorporated herein by this reference

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

Section 2. Exhibit "B," of the Agreement, entitled "Price and Fee Bid," is hereby replaced with a new Exhibit "B," entitled "Rate Sheet" which is attached hereto as Attachment 1 and incorporated herein by this reference.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of September 1, 2026.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

MANY MANSIONS

By: _____
Rick Schroeder, President & CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT “1”
EXHIBIT "B"

Rate Sheet

Fee	Base	Units	Monthly	Annual
Property Management	$81 PUPM	98	$7,938	$95,256
Financial Management	$13 PUPM	98	$1,274	$15,288
Total			**$9,212**	**$110,544**

Staff	FTE	Rate (Hourly)	Hours (Annually)	Annual	Benefits %	Benefits Amount	Total Annual Maximum
Property Management	1.0	$28.00	2,080	$58,240	24.39%	$14,202.11	$72,442.11
Maintenance Tech	1.0	$27.00	2,080	$56,160	24.39%	$13,694.89	$69,854.89
Subtotal				$114,400		$27,897	$142,297
Total (Included Benefits)				**$142,297**			

***Payroll Taxes & Benefits include employer taxes, mileage reimbursements, and benefits.**

Area	Amount
Fees	$110,544
Reimbursed Personnel Costs	$142,297
Program Supplies/Services at Actual Cost	$47,159
Total Not to Exceed	**$300,000.00**

City Council **AGENDA ITEM NO. I5.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Funding Agreement with the Redlands Historical Museum Association for Museum of Redlands Store and Event Pavilion Operations and Coordination Services and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Assistant City Manager 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 Funding Agreement with the Redlands Historical Museum Association for professional services associated with Museum of Redlands Store and Event Pavilion operations and coordination; and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

RECOMMENDATION:

Staff recommends that the City Council approve the Funding Agreement with the Redlands Historical Museum Association for professional services associated with Museum of Redlands Store and Event Pavilion operations and coordination and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

DISCUSSION:

At its June 17, 2025 meeting, the City Council approved a transfer agreement with the Redlands Historical Museum Association (“RHMA”) for the conveyance of the Museum of Redlands property located at 1 North Center Street to the City. Escrow closed on August 4, 2025, and the City formally assumed ownership of the property. On April 21, 2026, the City Council approved a License Agreement with RHMA establishing a framework for RHMA’s ongoing role in supporting the Museum Store, Event Pavilion programming and rentals, fundraising, and related activities, subject to City oversight and coordination with Library staff.

As the City and RHMA implement the License Agreement for the Museum Store and Event Pavilion, professional coordination services are needed to establish and support the operational functions associated with these facilities. These functions include coordination of Museum Store activities, merchandise and inventory, Event Pavilion rentals and scheduling, event planning and logistics, community partnerships, marketing, and other activities intended to enhance the visitor experience and support the Museum’s programming and revenue-generation objectives.

The City, RHMA, and MPQA, LLC (“Consultant”) are entering into a separate three-party professional services agreement under which the Consultant will provide Museum Store and Event Pavilion operations and coordination services. The three-party agreement is intended to establish the scope of services and define the respective operational, administrative, and coordination responsibilities of the City, RHMA, and the Consultant.

The proposed Funding Agreement between the City and RHMA establishes the mechanism through which RHMA will reimburse the City for costs incurred under the three-party professional services agreement.

Under the Funding Agreement, the City would invoice RHMA quarterly, and RHMA would reimburse the City for 100% of the consultant's compensation, actual costs, expenses, and insurance-related costs incurred under the professional services agreement. RHMA would be required to remit payment within ten days after receiving an invoice from the City. The Funding Agreement would continue through June 30, 2027, unless terminated earlier in accordance with its terms.

The Funding Agreement documents RHMA's financial responsibility for the services and is therefore anticipated to result in no net fiscal impact to the City.

The Consultant's professional services are distinct from the administrative and clerical support provided by the two part-time City employees funded by RHMA under the separate Funding Agreement approved by the City Council on July 21, 2026. The part-time administrative assistants provide clerical support. The Consultant will provide specialized professional services associated with Museum Store activities, Event Pavilion rentals and events, marketing, community engagement, and related revenue-generating initiatives.

The proposed action is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines, commonly referred to as the "common sense" exemption, which applies where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. Approval of the Funding Agreement does not itself authorize new construction, an expansion of use, or physical changes to the property. Instead, it establishes funding and reimbursement terms for professional services performed in connection with activities at an existing City-owned facility. Therefore, the proposed action will not result in a direct or reasonably foreseeable indirect physical change in the environment.

ALTERNATIVES:

The City Council may choose to modify, reject or table this item.

STRATEGIC PLAN:

The Museum of Redlands supports Strategic Priority A, Quality of Life, by preserving local history and providing educational, cultural, and community programming opportunities.

SUBMITTED BY:
Danielle Garcia, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

FISCAL IMPACT

Fiscal Year: 2027

Discussion:

The proposed Funding Agreement provides for RHMA to fund 100% of the first-year costs for the related professional services, in an amount not to exceed $95,000. Accordingly, approval of the Funding Agreement is anticipated to have no net fiscal impact on the City.

Attachments

RHMA_-_1_Funding_Agreement.pdf
MOR_Grant_Funded_Contracted_Coordinator_-_Additional_Appropriation_Form.pdf
FY_25-26_Sole-single_Source_MPQA_LLC.pdf

FUNDING AGREEMENT FOR PROFESSIONAL SERVICES FOR THE OPERATION AND EVENT COORDINATION OF THE STORE AND EVENT PAVILION AT THE MUSEUM OF REDLANDS

This Funding Agreement for professional services for the Operation and Event Coordination of the Museum Store and Event Pavilion at the Museum of Redlands ("Agreement") is made this 1st of September, 2026 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Redlands Historical Museum Association, a California nonprofit public benefit corporation ("RHMA"). RHMA and City are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, RHMA and City agree as follows:

Section 1. Professional Services Agreement. The purpose of this Agreement is to provide funding to City for professional event coordination services associated with the Museum of Redlands ("MOR") Museum Store and Event Pavilion. City has entered, or intends to enter, into an Agreement for Professional Services with a Consultant ("Consultant") to assist RHMA with the operation and event coordination for the Museum Store and Event Pavilion ("Professional Services Agreement") under that License Agreement dated April 21, 2026.

Section 2. Funding. RHMA agrees to reimburse City for 100% funding for Consultant's costs set forth in the Professional Services Agreement commencing on the effective date of the Professional Services Agreement. RHMA's funding shall include reimbursement to City of Consultant's costs, expenses and actual insurance-related costs under the Professional Services Agreement. Insurance-related costs shall be reimbursed by RHMA as such costs are incurred and included in City's quarterly invoices to RHMA. RHMA understands and agrees that during the term of the Professional Services Agreement, Consultant's compensation, costs, expenses and insurance obligation may increase. In such case, RHMA shall be required to make increased or additional payments pursuant to this Agreement.

Section 3. Payment and Invoicing. City shall invoice RHMA on a quarterly basis for compensation, expenses and actual costs incurred under the Professional Services Agreement during the preceding quarter. Each quarterly invoice shall itemize and describe actual hours worked by Consultant, work completed and actual costs, expenses and insurance-related costs incurred during the applicable quarter. RHMA shall reimburse City for one hundred percent (100%) of the compensation, actual costs, expenses and insurance-related costs incurred by City for Consultant's services under the Professional Services Agreement. RHMA will make quarterly payments to City within ten (10) days of receipt of receiving invoice. If City has not yet paid Consultant for an invoiced amount at the time City invoices RHMA, RHMA's obligation shall nevertheless apply to costs approved by City and payable under the Professional Services Agreement.

Section 4. Term. The term of this Agreement shall commence on the Effective Date and shall continue through June 30, 2027, unless terminated earlier as provided herein.

Section 5. Quarterly Meeting. RHMA and City representatives may meet to discuss progress under this Agreement on a quarterly basis (dates of which to be agreed upon by the Parties), or at the written request of either Party, to discuss any concerns related to the work to be performed

under this Agreement.

Section 6. Notices. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent 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
PO Box 3005
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 307-7379

RHMA:

Char Burgess
President, Redlands Historical
Museum Association
PO Box 470
Redlands, CA. 92373
char_burgess@redlands.edu

Section 7. Termination. Either Party may terminate this Agreement with or without cause upon thirty (30) days' prior written notice to the other Party. Prior to issuing a notice to terminate this Agreement for cause, the Parties agree to meet and confer regarding the reason(s) for termination by a Party and provide the other Party a period of thirty (30) days to cure and correct any deficiencies. Should this Agreement terminate, RHMA will pay in full any open invoices for completed work through the effective date of termination of this Agreement. City reserves the right to terminate the Professional Services Agreement with Consultant if this Agreement should be terminated by either Party.

Section 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 9. Attorneys' Fees. 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 costs and any other relief, be entitled to recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 10. Entire Agreement; Modification. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all existing oral or written agreements between the Parties relating to the same. This Agreement may be amended or modified only by written instrument, executed by authorized representatives of the Parties.

[See next page for Signature]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date of this Agreement.

CITY OF REDLANDS

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

REDLANDS HISTORICAL MUSEUM ASSOCIATION

By:_____
Char Burgess, President

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 9/1/2026

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Library

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Professional Service	101192	6106	TBD	95,000.00
				$ 95,000.00 -

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

JUSTIFICATION: Grant funded position necessary to operate the Museum Store and manage rer at the Event Pavilion. All expenses will be offset by revenue generated under a separate fundin with RHMA

Requested By: Don McCue
Department Head

Recommended By Finance Director:

Yes ____ No ____ Signed ____

Comments: ____

Recommended: ____
City Manager

Approved by City Council:

Date: ____

Signed: ____
City Clerk

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: 08-18-2026

To: Purchasing Division

From: Danielle Garcia

Estimated Total Cost: $ 95,000.00

Proposed Vendor: MPQA, LLC

Request Term: FY 2026-2027

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:

Selection of MPQA is justified based on the firm's historical involvement with the MOR, which has provided MPQA with unique institutional knowledge, established stakeholder relationships, and an understanding of the operations and project requirements. In addition, RHMA requested MPQA's continued services and will reimburse the City for 100% of the associated costs.

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*:**

N/A

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.

Danielle Garcia

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

The Services would need to go out to bid and the City would start the lengthy process of working and engaging a new vendor, which is labor intensive. This would delay the opening of the Museum of Redlands and could delay execution of additional agreements that accompany the Services.

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

8/18/2026

Prepared by Date

Department Director Date

Purchasing Approvals

Digitally signed by Dana Abramovitz-Daniel
DN: cn=Dana Abramovitz-Daniel, o, ou, email=dabramovitz@cityofredlands.org, c=US
Date: 2026.08.19 15:27:53 -07'00'

Purchasing Agent Approval Date

City Manager Approval Date

City Council **AGENDA ITEM NO. I6.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Notice to conduct an annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code (Development Services Director Reilly)

MOTION:

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

I move to receive and file this notice.

RECOMMENDATION:

Staff recommends that the City Council acknowledge receipt of the notice that the following Development Agreements will be subject to an annual review for calendar year 2025 in accordance with Chapter 18.220 of the Redlands Municipal Code (RMC):

1. Mountainview Power Company
2. Robertson's Ready Mix, Ltd
3. Cemex Construction Materials, L.P.
4. Cal-Red Facility, LLC, a Delaware limited liability company, and Redlands Health Services and AV Associates
5. Redlands Community Hospital
6. ESRI (Environmental Systems Research Institute)
7. VPV State Street Village, LLC.

DISCUSSION:

Redlands Municipal Code Section 18.220.180 establishes the requirement for an annual review of approved Development Agreements. This provision provides that the City shall review Development Agreements once every twelve (12) months. Pursuant to Government Code Section 65865.1, the applicant for a Development Agreement has the duty to demonstrate its good faith compliance with the terms of the Development Agreement at the time of the review. The City's cost for the annual review is paid by the applicant. There are currently seven (7) active Development Agreements.

The following provides a brief summary of each current Agreement:

1. **Mountainview Power Company** - This project is a steam electric power-generating facility operated by Southern California Edison, located at the northeast corner of San Bernardino Avenue and Mountain View Avenue. The Agreement became effective on October 24, 2000, and extends for a 30-year period.

2. Robertson's Ready Mix, Ltd - This agreement implements a business license tax payable to the City quarterly, based on the tonnage mined by Robertson's within the City of Redlands. The Agreement was approved by the City Council on July 17, 2001, and remains in effect for a 65-year period.

3. Cemex Construction Materials, L.P. - This Agreement implements a business license tax payable to the City quarterly, based on tonnage mined or processed within the City of Redlands. The Agreement was approved by the City Council on July 17, 2001, and remains in effect for a 65-year period.

4. Cal-Red Facility, LLC, a Delaware limited liability company; Redlands Health Services, a California Corporation; and AV Associates, a California Limited Partnership - This Agreement is for the operation and future expansion of the Assistencia Villa, a licensed Skilled Nursing Facility located on Barton Road. The Agreement was approved by the City Council on December 2, 2003, and the term of the Agreement is for 30 years.

5. Redlands Community Hospital - This Agreement addresses implementation of the long-range plan for the expansion of Redlands Community Hospital. The Agreement was approved by the City Council on December 2, 2003, and the term of the Agreement is for 30 years.

6. Environmental Systems Research Institute (ESRI) – This Agreement addresses the long-term development and expansion of the ESRI corporate headquarters, located at 380 New York Street. The Agreement was approved by the City Council on July 5, 2005, and remains in effect for 30 years.

7. VPV State Street Village - This Agreement addresses development of the State Street Village project (on the former Redlands Mall property). The Agreement was approved by the City Council on July 19, 2022, and remains in effect for 15 years.

Staff is required under RMC Section 18.220.180 to first provide notice to the City Council, at a regularly scheduled meeting of the annual review of Development Agreements in accordance with this chapter. Since these agreements all have different anniversary dates, staff historically has prepared the annual review for all the agreements together at one time. Following this notice, staff will conduct the annual review of all existing development agreements in accordance with this chapter.

ALTERNATIVES:

The City Council may continue the matter and request additional information.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Sean Reilly, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager

PREPARED BY:
Sean Reilly, Development Services Director

FISCAL IMPACT

Fiscal Year: 2025/2026

Revenue Generating: No

Amount: $ N/A

Budgeted Y/N: N/A

Account No.: N/A

Additional Appropriation Required: No

Discussion: No fiscal impact to the General Fund. The cost of the annual review will be paid by the applicants.

City Council **AGENDA ITEM NO. I7.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Memorandum of Understanding with the California Department of Forestry and Fire Protection (CAL FIRE) for California Conservation Corps and California Military Department Handcrews to Support Conservation, Fuels Management, and Hazard Reduction Projects (Fire Chief Sessler)

MOTION:

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

I move to approve the Memorandum of Understanding (MOU) between the City of Redlands and the California Department of Forestry and Fire Protection (CAL FIRE) for the use of California Conservation Corps and California Military Department Handcrews to perform conservation, fuels management, and hazard reduction projects.

RECOMMENDATION:

Staff recommends that the City Council approve a Memorandum of Understanding (MOU) between the City of Redlands and the California Department of Forestry and Fire Protection (CAL FIRE) for the use of California Conservation Corps and California Military Department Handcrews to perform conservation, fuels management, and hazard reduction projects, and authorize the City Manager to execute the MOU, subject to non-substantive changes approved by the City Attorney.

DISCUSSION:

The proposed Memorandum of Understanding (MOU) with the California Department of Forestry and Fire Protection (CAL FIRE) provides the City of Redlands with access to California Conservation Corps and California Military Department handcrews to assist with conservation, fuels management, and hazard reduction projects. These projects are critical components of the City's ongoing wildfire mitigation efforts and help reduce vegetation hazards, protect public infrastructure, and improve community safety.

Through this partnership, CAL FIRE will provide trained handcrews, supervision, transportation, tools, and food for approved projects, allowing the City to complete important vegetation management work in a cost-effective manner. The City will remain responsible for identifying project sites, obtaining any necessary permits, providing technical guidance, and covering project-specific expenses not provided by CAL FIRE.

The MOU recognizes that CAL FIRE's primary responsibility is emergency response. As a result, handcrews may be reassigned when needed for fire suppression or other emergency incidents, and scheduled projects may be delayed or suspended accordingly.

The MOU will remain in effect through December 31, 2027, unless terminated earlier in accordance with the terms of the agreement. Approval of the MOU will provide the City with an additional resource to support proactive vegetation management and wildfire risk reduction while strengthening its partnership with CAL FIRE to enhance community resilience.

ALTERNATIVES:

The City Council may choose not to approve the MOU with CAL FIRE. Under this option, the City would not have access to California Conservation Corps and California Military Department handcrews through this partnership and would need to identify alternative resources to complete future conservation, fuels management, and hazard reduction projects. This may require the use of additional City resources, contracted services, or other funding sources to accomplish necessary wildfire mitigation work.

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
James Garland, Interim Finance Director
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager

PREPARED BY:
Bruni Reyes, Management Analyst

FISCAL IMPACT

Fiscal Year:

Revenue Generating: No

Amount: $

Budgeted Y/N:

Account No.:

Additional Appropriation Required: No

Discussion:

Costs to the City are limited to project-specific expenses, such as materials, permits, and technical supervision. CAL FIRE covers wages, food, transportation, and tools for its crews. No additional appropriation is required beyond the planned project budgets.

Attachments

MOU_w_CAL_FIRE.pdf

FIRE CENTER - MEMORANDUM OF UNDERSTANDING
FC-31A (NEW 10/22)

MOU # Master Agreement #

This Memorandum of Understanding (**MOU**) is made and entered into by and between the California Department of Forestry and Fire Protection (**CAL FIRE**) and City of Redlands (**Sponsor**).

WHEREAS, CAL FIRE is authorized to utilize California Conservation Corps, California Military Department Handcrews to perform the work of CAL FIRE;

WHEREAS, through contracts or cooperative agreements CAL FIRE may permit California Conservation Corps (CCC) Corpsmembers, California Military Department (CMD) service members to be used in the performance of conservation projects, fuels management and/or hazard reduction (which could include slash and pile burning) for a public agency (local, state, or federal) or a qualified nonprofit organization; and

WHEREAS, the Sponsor has a need for assistance in performing such projects,

The parties agree as follows:

A. The Sponsor shall submit project proposals on a form approved by CAL FIRE (currently an FC-32A). By doing so, with reference to any such proposals subsequently approved by the CAL FIRE, Sponsor agrees to:

    1. Pay for all costs directly related to and necessitated by such projects, except for wages, salaries, and other remuneration paid to CAL FIRE employees, CCC Corpsmembers, or CMD service members, and the cost of their support.

    2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision, and any special labor requirements to complete such projects.

    3. Obtain the approvals, notification, and permits required by any state, federal, or local agency necessary to commence construction, fuels management, or operation of such projects.

    4. Hold an orientation meeting with CAL FIRE at the commencement of such projects to explain the technical aspects, execution of, and need for such projects.

B. From proposals submitted by the Sponsor, CAL FIRE shall select those projects meeting the priorities and resources of CAL FIRE. CAL FIRE shall submit evaluations to Sponsor that set forth any special requirements or conditions related to the projects. By so doing, with reference to any such evaluations subsequently approved by Sponsor, CAL FIRE agrees to provide labor, crew, supervision, normal transportation, food, and such tools as CAL FIRE determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects shall be assigned to a Fire Center where they will be scheduled in accordance with the priorities and resources of CAL FIRE.

C. Timing

1. Sponsor recognizes that fire suppression and other emergency activities have priority over any other work for hand crews.

2. Sponsor further recognizes that the resources of CAL FIRE are limited and the public service conservation work of CAL FIRE may be altered in priority from time to time.

3. Projects will be performed within the rules and regulations of CAL FIRE which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.

4. The Parties agree that any justified delays by either party shall be excused and costs caused by such delays shall be borne by the party incurring such costs.

D. Work performed under this MOU will be under the immediate supervision of CAL FIRE officials. The Sponsor will provide such operation supervision, technical assistance, guidance, and inspection, as it considers necessary to properly complete the work.

E. Nothing herein shall be construed as obligating the Sponsor to expend or to obligate funds in excess of appropriations authorized by law.

F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of Sponsor.

G. Permission to perform work on lands owned or controlled by Sponsor does not in any way convey to CAL FIRE, its staff or any persons working with CAL FIRE in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.

H. Upon completion of each project, or any phase thereof, permission is hereby granted to CAL FIRE to place upon the project site a sign or emblem consistent in size and design to its surroundings, indicating the participation of CAL FIRE and the year thereof.

I. Other than as indicated in Section H, neither party shall use the name of the other party in any form or manner in advertisements nor other information released to the public without the prior written approval of the other party. Sponsor may be, and CAL FIRE is, subject to the California Public Records Act (PRA). This Section I is not intended to prohibit either party from legally complying with the PRA.

J. Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents, and employees from all claims, demands, or liability arising out of the indemnifying party's performance under this MOU except where such injury or damage arose from the sole negligent or intentional acts or omissions of the other party.

K. Neither party may assign this MOU or any interest herein without the written consent of the other party.

L. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this MOU. Any waiver of rights by either party on any matter related to this MOU shall not be deemed to be a waiver on any other matter relating to the MOU.

M. All provisions of this MOU constitute essential elements of the agreed exchange that is the subject matter of this MOU. Accordingly, if any of these provisions are determined to be invalid, illegal, or unenforceable in any material respect, the remainder of this MOU is not enforceable against either of the Parties except as may be necessary to effect payment for services already rendered.

N. This MOU may be modified by mutual written agreement of the parties.

O. This MOU takes effect shall remain in effect until 12/31/2027, unless terminated prior to that date by 60 days written notice from one party to the other.

By signing below, I CERTIFY that I fully reviewed and agreed to the contents of the Memorandum of Understanding.

CAL FIRE	SPONSOR
DATE 05/07/2026	DATE 09/01/2026
AUTHORIZING SIGNATURE David Haas Digitally signed by David Haas Date: 2026.05.07 14:59:35 -07'00'	AUTHORIZING SIGNATURE
PRINT NAME David Haas	PRINT NAME Mario Saucedo
TITLE Pre-Fire Division Chief	TITLE Mayor
ADDRESS 3800 N. Sierra Way San Bernardino CA 92405	ADDRESS 35 Cajon Street, Redlands CA 92373
	ATTEST: _____ Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I8.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8816, Rescinding Resolution No. 8782, Reaffirming and Setting the Special Tax for Emergency Paramedic Service for Fiscal Year 2026-2027, and Directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to Place the Emergency Paramedic Service Special Taxes on the Fiscal Year 2026-2027 Tax Roll (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. 8816, rescinding Resolution No. 8782, reaffirming and setting the Emergency Paramedic Special Tax for Fiscal Year 2026-2027, and directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to place the Emergency Paramedic Service Special Taxes on the Fiscal Year 2026-2027 Tax Roll.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8816 rescinding Resolution No. 8782 setting the Emergency Paramedic Service Special Tax for Fiscal Year 2026-2027; and incorporating additional language required by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the special tax on the County property tax roll.

BACKGROUND:

On May 19, 2026, the City Council adopted Resolution No. 8782 establishing the Emergency Paramedic Service Special Tax rates for Fiscal Year 2026-2027 pursuant to Ordinance No. 1900.

Following the City's submission of the annual Direct Charge documentation to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the Emergency Paramedic Service Special Tax on the 2026-2027 property tax roll, the County notified the City that additional language was required in the authorizing resolution. The County advised the City of these revised administrative processing requirements during the week of July 20, 2026.

The County's revised requirements include language confirming the City's governing authority to levy the special tax, expressly directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the charge on the annual property tax roll, and authorizing the total amount of the charge, including the applicable County administrative processing fee.

DISCUSSION:

Resolution No. 8816 does not modify the Emergency Paramedic Service Special Tax previously approved by the City Council. The proposed resolution maintains the exact same tax rates adopted under Resolution No. 8782 and simply incorporates the additional administrative language required by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for tax roll processing.

Following the adoption and submission of Resolution No. 8782, the San Bernardino County Auditor-Controller/Treasurer/Tax Collector notified the City of new administrative requirements for resolutions authorizing direct charges to be placed on the property tax roll. The County advised the City of these new requirements the week of July 20, 2026, and indicated that these requirements apply to all agencies submitting Direct Charges for placement on the tax roll and are not unique to the City of Redlands.

To avoid having two resolutions establishing the same special tax for Fiscal Year 2026-2027, the proposed resolution rescinds Resolution No. 8782 in its entirety and replaces it with Resolution No. 8816.

Adoption of the revised resolution will ensure that the City's Direct Charge submission complies with the County's current processing requirements and allows the Emergency Paramedic Service Special Tax to be placed on the 2026-2027 secured property tax roll.

Failure to adopt the revised resolution may result in the County declining to place the Emergency Paramedic Service Special Tax on the 2026-2027 property tax roll. If the charge cannot be placed on the tax roll, the City could experience delays in collecting special tax revenues or potentially forego those revenues for Fiscal Year 2026-2027. Those revenues support the City's emergency paramedic services, and any interruption in their collection could adversely affect funding for those services.

ALTERNATIVES

Decline to adopt Resolution No. 8816. This action may prevent the Emergency Paramedic Service Special Tax from being placed on the 2026-2027 San Bernardino County property tax roll, which could delay or jeopardize the City's ability to collect the associated revenues.

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
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

FISCAL IMPACT

Fiscal Year:

Revenue Generating: Yes or No

Amount: $

Budgeted Y/N:

Account No.:

Additional Appropriation Required: Yes or No

Discussion:

Adoption of Resolution No. 8816 does not change the Emergency Paramedic Service Special Tax rates previously approved by the City Council or result in any additional fiscal impact on the City. The revised resolution is administrative in nature and is intended solely to incorporate the language required by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the special tax on the County property tax roll. The County's administrative processing fee of $0.30 per parcel is included in the amount charged to each property owner and does not create an additional cost to the City.

Attachments

Resolution_No_8816_Paramedic_Tax_county_tax_roll.pdf
Reso_8782pdf_Paramedic_Tax_FY26-27.pdf

RESOLUTION NO. 8816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RESCINDING RESOLUTION NO. 8782 AND SETTING THE SPECIAL TAX FOR EMERGENCY PARAMEDIC SERVICE FOR FISCAL YEAR 2026-2027, AND DIRECTING THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR TO PLACE THE SPECIAL TAXES ON THE FISCAL YEAR 2026-2027 TAX ROLL

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; and

WHEREAS, the City Council finds that the City possess the legal authority under applicable California law, including Ordinance No. 1900 and other applicable provisions of law, to levy and collect the Emergency Paramedic Services Special Tax and to cause such special tax to be placed on the San Bernardino County property tax roll;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS does hereby resolve 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.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes and directs the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the Emergency Paramedic Service Special Tax for Fiscal Year 2026-2027, plus the San Bernardino County Direct Charge processing fee of $0.30 per parcel, on the current tax roll and collected in the same manner as ordinary property taxes.

BE IT FURTHER RESOLVED, that Resolution No. 8782 is hereby rescinded.
ADOPTED, SIGNED AND APPROVED THIS 1st day of September, 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 1st day of September, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Jeanne Donaldson, City Clerk

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: Councilmembers Barich, Tejeda, Davis, Shaw: Mayor Saucedo
NOES: None
ABSENT: None
ABSTAIN: None

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I9.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8817, Rescinding Resolution No. 8807, Reaffirming and Approving Delinquent Weed Abatement Enforcement Costs, and Directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to Place the Delinquent Weed Abatement Costs on the Fiscal Year 2026-2027 Tax Roll (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. 8817, rescinding Resolution No. 8807, and reaffirming and approving delinquent weed abatement enforcement costs, and directing the County Auditor/Controller/Treasurer/Tax Collector to place the Delinquent Weed Abatement Costs on the Fiscal Year 2026-2027 Property Tax Roll.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 8817, rescinding Resolution No. 8807 and reaffirming and approving the delinquent weed abatement enforcement costs identified in the Weed Abatement Enforcement Costs Report, while incorporating additional language required by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the charges on the Fiscal Year 2026-2027 property tax roll.

BACKGROUND:

The City of Redlands conducts an annual weed abatement program to address properties that are not maintained in compliance with applicable City codes and regulations. When property owners fail to complete required weed abatement work, the City may perform the necessary work and recover the associated enforcement costs, including contractor costs and applicable administrative fees, from the responsible property owner.

Pursuant to Chapter 8.40 of the Redlands Municipal Code, unpaid weed abatement enforcement costs and compliance measure costs may be deemed a special assessment against the lot or parcel associated with the violation. Following completion of the weed abatement enforcement actions, the City Manager prepared a Weed Abatement Enforcement Costs Report identifying the outstanding enforcement costs and the affected property.

On July 21, 2026, following a duly noticed public hearing, the City Council adopted Resolution No. 8807 approving the Weed Abatement Enforcement Costs Report and confirming the unpaid weed abatement enforcement costs and related administrative fees as special assessments against the affected property. Resolution No. 8807 authorized the submission of the delinquent weed abatement enforcement costs to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for collection through the Fiscal Year 2026-2027 property tax roll.

Following adoption of Resolution No. 8807, the San Bernardino County Auditor-Controller/Treasurer/Tax Collector notified the City of additional administrative requirements for resolutions authorizing charges for placement on the County property tax roll. The County advised that these requirements apply to agencies submitting charges for placement on the tax roll and are not unique to the City of Redlands.

DISCUSSION:

Resolution No. 8817 does not modify the weed abatement enforcement costs, related administrative fees, or the determinations previously approved by the City Council under Resolution No. 8807. The proposed resolution rescinds Resolution No. 8807 and replaces it with revised language required by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to satisfy current Direct Charge processing requirements.

The revised resolution clarifies the City Council's direction to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector regarding placement of the previously approved weed abatement enforcement costs on the Fiscal Year 2026-2027 property tax roll and expressly authorizes the total amount of the direct charges, including any applicable County administrative or processing fees.

The unpaid weed abatement enforcement costs identified in the Weed Abatement Enforcement Costs Report total $2,341.00. These costs include weed abatement services performed by the City's contractor, as well as administrative fees associated with City staff time. Pursuant to Chapter 8.40 of the Redlands Municipal Code, unpaid weed abatement enforcement costs may be confirmed as special assessments against the affected property and collected through the property tax roll process.

The San Bernardino County Auditor-Controller/Treasurer/Tax Collector has implemented additional Direct Charge processing requirements for agencies submitting charges for placement on the County property tax roll. These requirements include expressly authorizing the placement of the charges on the tax roll and authorizing any applicable County administrative or processing fees. The current cost to submit special assessments to the County tax roll is $0.30 per parcel, which is included as part of the tax roll processing.

The revised resolution does not alter the amount owed, the affected property, or the determinations made by the City Council following the duly noticed public hearing held on July 21, 2026. Adoption of the revised resolution is necessary to ensure compliance with the County's current processing requirements and allow the previously approved weed abatement enforcement costs to proceed through the Fiscal Year 2026-2027 tax roll collection process.

Failure to adopt the revised resolution may result in the San Bernardino County Auditor-Controller/Treasurer/Tax Collector declining to process the City's submission or delaying placement of the weed abatement enforcement costs on the Fiscal Year 2026-2027 property tax roll. This could delay the City's ability to recover costs incurred for weed abatement enforcement activities.

ALTERNATIVES:

Decline to adopt Resolution No. 8817. This action may prevent or delay placement of the delinquent weed abatement enforcement costs on the Fiscal Year 2026-2027 property tax roll and delay recovery of City costs associated with the weed abatement program.

STRATEGIC PLAN:

Priority B - Public Health & Wellness

SUBMITTED BY:
Rich Sessler, Fire Chief

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

FISCAL IMPACT

Fiscal Year:

Revenue Generating: N/A

Amount:

Budgeted Y/N:

Account No.:

Additional Appropriation Required:

Discussion:

The total amount of weed abatement enforcement costs proposed for collection through the Fiscal Year 2026-2027 property tax roll is $2,341.00. These costs include weed abatement services performed by the City's contractor and administrative fees associated with City staff time.

Adoption of Resolution No. 8817 does not modify the previously approved weed abatement enforcement costs or related administrative fees. The resolution is administrative in nature and is intended to incorporate additional language required by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the approved charges on the County property tax roll.

The current cost to submit special assessments to the San Bernardino County tax roll is $0.30 per parcel. This processing fee is included as part of the Direct Charge process and will be collected through the tax roll.

Attachments

Resolution_No_8817_Weed_Abatement_Costs_county_tax_roll.pdf
Resolution_8807.pdf

RESOLUTION NO. 8817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RESCINDING RESOLUTION NO. 8807, APPROVING THE DELINQUENT WEED ABATEMENT ENFORCEMENT COSTS REPORT, CONFIRMING THE DELINQUENT WEED ABATEMENT CHARGES AS LIENS, AND DIRECTING THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURY/TAX COLLECTOR TO PLACE THE CHARGES ON THE FISCAL YEAR 2026-2027 TAX ROLL

WHEREAS, the City of Redlands has incurred weed abatement enforcement costs associated with compliance measures of various properties located within the City; and

WHEREAS, the property owner identified in the City Manager's report has failed to pay the weed abatement enforcement costs and related administrative fees assessed against the property; and

WHEREAS, Section 8.40.080 of the Redlands Municipal Code authorizes the recovery of weed abatement costs and related administrative fees through liens and special assessments collected on the county property tax roll; and

WHEREAS, pursuant to Section 8.40.080 of the Redlands Municipal Code, on July 21, 2026, a duly noticed public hearing was held at which the property owners were provided the opportunity to object or protest the proposed adoption of Resolution No. 8807; and

WHEREAS, the City Council of the City of Redlands, possess authority to and, having considered the City Manager's report regarding the unpaid weed abatement enforcement costs and related administrative fees, together with any objections and protests by the property owner, desires to approve the report and direct that such costs be recovered through a lien and/or special assessment against the property identified in the report; and

WHEREAS, the City Council desires to rescind Resolution No. 8807 and adopt this Resolution solely to clarify the direction to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector regarding placement of the previously approved delinquent weed abatement enforcement costs on the Fiscal Year 2026-2027 property tax roll and to expressly authorize the total amount of the direct charges, including any applicable County administrative or processing fees, without modifying the delinquent weed abatement charges or the determinations previously made following the public hearing held on July 21, 2026.

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

Section 1. Resolution No. 8807 is hereby rescinded in its entirety and replaced by this Resolution. The City Council hereby reaffirms and approves the Weed Abatement

Enforcement Costs Report submitted by the City Manager and confirms the unpaid weed abatement enforcement costs and related administrative fees identified to be entered as special assessments on the property tax roll against the property identified in the report.

Section 2. The City Clerk of the City of Redlands, and the City's Finance Director, are hereby authorized and directed to send a certified copy of this resolution and a Notice of Lien for the delinquent fines (as special assessments), and all other appropriate documentation to place the fines in the tax roll to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for the County of San Bernardino.

Section 3. The City Council hereby authorizes the total amount of the direct charge, including all unpaid weed abatement citation charges and any applicable San Bernardino County administrative or processing fees, including the current Direct Charge processing fee of $0.30 per parcel, to be placed on the Fiscal Year 2026-2027 San Bernardino County tax roll by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector and collected in the same manner as property taxes.

ADOPTED, SIGNED AND APPROVED this 1st day of September, 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 1st day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8807

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A DELINQUENT WEED ABATEMENT ENFORCEMENT COSTS REPORT AND SUBMITTAL OF A NOTICE OF LIEN TO THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURY/TAX COLLECTOR FOR PROCESSING

WHEREAS, the City of Redlands has incurred weed abatement enforcement costs associated with compliance measures of various properties located within the City; and

WHEREAS, the property owner identified in the City Manager's report has failed to pay the weed abatement enforcement costs and related administrative fees assessed against the property; and

WHEREAS, Section 8.40.080 of the Redlands Municipal Code authorizes the recovery of weed abatement costs and related administrative fees through liens and special assessments collected on the county property tax roll; and

WHEREAS, pursuant to Section 8.40.080 of the Redlands Municipal Code, on July 21, 2026, a duly noticed public hearing was held at which the property owners were provided the opportunity to object or protest the proposed adoption of this resolution; and

WHEREAS, the City Council of the City of Redlands, having considered the City Manager's report regarding the unpaid weed abatement enforcement costs and related administrative fees, together with any objections and protests by the property owner, desires to approve the report and direct that such costs be recovered through a lien and/or special assessment against the property identified in the report;

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

Section 1. The City Council approves the Weed Abatement Enforcement Costs Report submitted by the City Manager and confirms the unpaid weed abatement enforcement costs and related administrative fees identified to be entered as special assessments on the property tax roll against the property identified in the report. Staff will continue to accept payments through August 3, 2026, and any accounts brought current prior to submission will be removed from the final lien list. Delinquent balances not paid by August 3, 2026, will be submitted to the County for collection through the tax roll process.

Section 2. The City Clerk of the City of Redlands, and the City's Finance Director, are hereby authorized and directed to send a certified copy of this resolution and a Notice of Lien for the delinquent fines (as special assessments), and all other appropriate documentation to place the fines in the tax roll to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for the County of San Bernardino.

Section 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 21st day of July 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, Deputy City Clerk

City Council **AGENDA ITEM NO. I10.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the side letter agreements between the City of Redlands and (i) the Redlands Association of Management Employees, (ii) the Redlands Association of Mid-Management Employees, and (iii) the Redlands Civilian Safety Employee Association, which amend and modify the respective articles within each Memorandum of Understanding pertaining to Health Insurance (Human Resources/Risk Management Director King)

MOTION:

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

I move to approve the side letter agreements between the City of Redlands and (i) the Redlands Association of Management Employees, (ii) the Redlands Association of Mid-Management Employees, and (iii) the Redlands Association of Civilian Safety Employee Association, which amend and modify the respective articles within each Memorandum of Understanding pertaining to Health Insurance.

RECOMMENDATION:

Staff recommends that the City Council authorize and approve the execution of side letter agreements between the City of Redlands and (i) the Redlands Association of Management Employees, (ii) the Redlands Association of Mid-Management Employees, and (iii) the Redlands Civilian Safety Employee Association, which amend and modify the respective articles within each Memorandum of Understanding pertaining to Health Insurance.

DISCUSSION:

The proposed side letters increase the City's employer contribution toward employee medical insurance premiums during the second and third years of the existing agreements for the Redlands Association of Management Employees (RAME), the Redlands Association of Mid-Management Employees (RAMME), and the Redlands Civilian Safety Employee Association (RCSEA). The adjustments are intended to better align the City's contribution with increasing health insurance premiums while helping employees maintain access to comprehensive medical coverage.

The side letters do not modify any other wages, benefits or terms and conditions of employment contained in the current MOUs. All other provisions of the existing agreements remain in full force and effect.

Approval of the side letters reflects the collaborative efforts of the City and the affected bargaining units, as directed by Council, to provide additional support for employees' medical benefit costs and assist the City in remaining competitive.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Gina King, Human Resources/Risk Management Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager

PREPARED BY:
Jenna Yorck, HR Manager

FISCAL IMPACT

Fiscal Year:

Revenue Generating: No

Amount:

Budgeted Y/N: N

Account No.: Various

Additional Appropriation Required: No

Discussion:

These side letters include changes that exceed the amounts budgeted in the FY27 and FY28 Biennial Adopted Budget. Staff will continue to evaluate the cumulative impact of the approved side letters and will return to the City Council with any necessary budget adjustments.

Attachments

RAME_Health_Insurance_Side_Letter.pdf
RAMME_Health_Insurance_Side_Letter.pdf
RCSEA_Health_Insurance_Side_Letter.pdf

CITY OF REDLANDS AND THE REDLANDS ASSOCIATION OF MANAGEMENT EMPLOYEES SIDE LETTER OF AGREEMENT (2026)

This Side Letter of Agreement amending the July 1, 2026 - June 30, 2029, Memorandum of Understanding between the Redlands Association of Management Employees (RAME) and the City of Redlands ("City") is made and entered into this 1st day of September, 2026. RAME and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on June 16, 2026, RAME and the City agreed to a Memorandum of Understanding ("RAME MOU") for the period of July 1, 2026 to June 30, 2029; and

WHEREAS, the Parties now wish to clarify their intentions with respect to Article 12, Section A of the RAME MOU; and

WHEREAS, representatives of the City and RAME have met and conferred in good faith and now wish to effect changes with respect to Article 12, Section A of the RAME MOU.

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

AGREEMENT

Article 12, Section A, of the RAME MOU, entitled "Health Insurance" is hereby amended to read as follows:

The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's minimum PEMHCA contribution and the following amounts:

Coverage Level	Total City Contribution Effective July 1, 2026	Effective January 1, 2027	Effective January 1, 2028
Employee Only:	$900	$950	$1,000
Employee Plus One Dependent:	$1,700	$1,800	$1,900
Employee plus Two or more Dependents:	$2,200	$2,300	$2,400

All other provisions in this article remain unchanged.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

REDLANDS ASSOCIATION OF MANAGEMENT EMPLOYEES

_____
Brian Foote, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

CITY OF REDLANDS AND THE REDLANDS ASSOCIATION OF MID- MANAGEMENT EMPLOYEES SIDE LETTER OF AGREEMENT (2026)

This Side Letter of Agreement amending the July 1, 2026 - June 30, 2029, Memorandum of Understanding between the Redlands Association of Mid-Management Employees (RAMME) and the City of Redlands ("City") is made and entered into this 1st day of September, 2026. RAMME and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on July 21, 2026, RAMME and the City agreed to a Memorandum of Understanding ("RAMME MOU") for the period of July 1, 2026, to June 30, 2029; and

WHEREAS the Parties now wish to clarify their intentions with respect to Article 15, Section A of the RAMME MOU; and

WHEREAS representatives of the City and RAMME have met and conferred in good faith and now wish to effect changes with respect to Article 15, Section A of the RAMME MOU.

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

AGREEMENT

Article 15, Section A, of the RAMME MOU, entitled "Health Insurance" is hereby amended to read as follows:

A. The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's minimum PEMHCA contribution and the following amounts:

Coverage Level	Total City Contribution Effective July 1, 2026	Effective January 1, 2027	Effective January 1, 2028
Employee Only:	$900	$950	$1,000
Employee Plus One Dependent:	$1,700	$1,800	$1,900
Employee plus Two or more Dependents:	$2,200	$2,300	$2,400

All other provisions in this article remain unchanged.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

Attest:

_____
Jeanne Donaldson, City Clerk

REDLANDS ASSOCIATION OF MID-MANAGEMENT EMPLOYEES

_____
Armando Valles, President

CITY OF REDLANDS AND REDLANDS CIVILIAN SAFETY EMPLOYEES ASSOCIATION
SIDE LETTER OF AGREEMENT (2026)

This Side Letter of Agreement amending the July 1, 2026 - June 30, 2029, Memorandum of Understanding between Redlands Civilian Safety Employees Association (RCSEA) and the City of Redlands ("City") is made and entered into this 1st day of September 2026. RCSEA and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on July 7, 2026, RCSEA and the City agreed to a Memorandum of Understanding ("RCSEA MOU") for the period of July 1, 2026, to June 30, 2029; and

WHEREAS, the Parties now wish to clarify their intentions with respect to Article 8, of the RCSEA MOU; and

WHEREAS, representatives of the City and RCSEA have met and conferred in good faith and now wish to effect changes with respect to Article 24 of the RCSEA MOU.

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

AGREEMENT

Article 24 of the RCSEA MOU, entitled "Health Insurance" is hereby amended to read as follows: The City shall contribute directly to CalPERS on behalf of each employee three hundred and ninety-seven dollars ($397.00) per month pursuant to Resolution No. 4572, adopted by the City Council on September 5, 1989. In addition, the City shall contribute an amount through the City's cafeteria plan that is equal to the difference between the City's minimum PEMHCA contribution and the following amount:

Coverage Level	Total City Contribution Effective July 1, 2026	Effective January 1, 2027	Effective January 1, 2028
Employee Only:	$900	$950	$1,000
Employee Plus One Dependent:	$1,700	$1,800	$1,900
Employee plus Two or more Dependents:	$2,200	$2,300	$2,400

All other provisions in this article remain unchanged.

CITY OF REDLANDS

Mario Saucedo, Mayor

REDLANDS CIVILIAN SAFETY EMPLOYEES ASSOCIATION

Matthew Dennistoun, President

Attest:

Jeanne Donalson, City Clerk

City Council **AGENDA ITEM NO. I11.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the side letter agreement between the City of Redlands and Redlands Police Officers Association (RPOA), which amends and modifies Article 8 of the RPOA Memorandum of Understanding (MOU) pertaining to Field Training Officer Sergeant Incentive Pay (Human Resources/Risk Management Director King)

MOTION:

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

I move to approve the side letter agreement between the City of Redlands and Redlands Police Officer Association, which amends and modifies Article 8 of the Redlands Police Officer Association Memorandum of Understanding pertaining to the Field Training Officer Sergeant Incentive Pay.

RECOMMENDATION:

Staff recommends that the City Council authorize and approve the execution of the side letter agreement between the City of Redlands and the Police Officers Association, which amends and modifies Article 8 of the RPOA MOU pertaining to Field Officer (FTO) Sergeant Incentive Pay.

DISCUSSION:

The proposed side letter amends Article 8 of the RPOA MOU entitled, "Field Training Officer Sergeant Incentive Pay" to take effect the first full pay period after July 1, 2026, or the first full pay period after City Council approval of the RPOA MOU, whichever is later.

The Sergeant overseeing the Field Training Officer (FTO) program shall receive FTO pay in the amount of five percent (5%) of (Base Salary + Longevity Pay + POST Certification Pay). This pay differential shall only be paid while the employee is serving as the FTO Sergeant.

The side letter does not modify any other wages, benefits or terms and conditions of employment contained in the current MOU. All other provisions of the existing agreement remain in full force and effect.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Gina King, Human Resources/Risk Management Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager

PREPARED BY:
Jorge Castillo, HR Manager

FISCAL IMPACT

Fiscal Year:

Revenue Generating: No

Amount: N/A

Budgeted Y/N: Yes

Account No.: Various

Additional Appropriation Required: No

Discussion:

Funding for the side letter between the City of Redlands and the Redlands Police Officer Association has been included in the FY 2027 and FY 2028 Biennial Budget.

Attachments

RPOA_Side_Letter_Agreement.pdf

CITY OF REDLANDS AND THE REDLANDS POLICE OFFICERS ASSOCIATION SIDE LETTER OF AGREEMENT (2026)

This Side Letter of Agreement amending the July 1, 2026 to June 30, 2029, Memorandum of Understanding between the Redlands Police Officers Association ("RPOA") and the City of Redlands ("City") is made and entered into the 30th day of July, 2026. RPOA and the City are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, on July 10, 2026, RPOA and the City agreed to a Memorandum of Understanding ("RPOA MOU") for the period of July 1, 2026, to June 30, 2029; and

WHEREAS the Parties now wish to clarify their intentions with respect to Article 8 of the RPOA MOU; and

WHEREAS representatives of the City and RPOA have met and conferred in good faith and now wish to effect changes with respect to Article 8 of the RPOA MOU.

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

AGREEMENT

Article 8 of the RPOA MOU, entitled "Field Training Officer Sergeant Incentive Pay" is hereby amended to read as follows:

Effective the first full pay period after July 1, 2026, or the first full pay period after City Council approval of this MOU, whichever is later, the Sergeant overseeing the Field Training Officer (FTO) program shall receive FTO pay in the amount of five percent (5%) of (Base Salary + Longevity Pay + POST Certification Pay). This pay differential shall only be paid while the employee is serving as the FTO Sergeant.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

REDLANDS POLICE OFFICERS ASSOCIATION

J Frisch
_____
Jeffrey Frisch, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I12.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8820, Rescinding Resolution No. 8790, Reaffirming and Approving the Levying of Special Taxes Within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center), and Directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to Place the City of Redlands Community Facilities District No. 2003-1 Special Taxes on the Fiscal Year 2026-2027 Tax Roll (Interim Management Services/Finance Director Garland)

MOTION:

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

I move to adopt Resolution No. 8820 rescinding Resolution No. 8790, reaffirming and approving the levying of special taxes within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center), and directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to place the City of Redlands Community Facilities District No. 2003-1 Special Taxes on the Fiscal Year 2026-2027 Tax Roll.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8820 and rescind Resolution No. 8790, reaffirming the levying of special taxes within the City of Redlands Community Facilities District No. 2003-1 for Fiscal Year 2026-2027 to incorporate language required by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the special tax on the annual tax roll.

DISCUSSION:

In March 2004, the City issued $9,545,000 of Community Facilities District (CFD) Bonds for improvements within the District that is bounded by Mountain View Avenue on the west, San Bernardino Avenue on the north, California Street on the east and Lugonia Avenue on the south (CFD 2003-1). The bonds will be repaid by special taxes levied upon the benefiting property owners and are set to mature in September 2033.

Resolution No. 8790 set the 2026-2027 maximum tax rates and authorized the City Clerk to file all necessary information with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of these tax rates on the County's annual tax roll, and Exhibit A of Resolution No. 8790 shows the calculation of the Fiscal Year 2026-2027 Special Tax Levy as prepared by DTA Public Finance, Inc., for CFD 2003-1.

On June 2, 2026, the City Council adopted Resolution No. 8790 establishing the levying of special taxes within the City of Redlands Community Facilities District No. 2003-1 for Fiscal Year 2026-2027.

Following the City's submission of Resolution 8790 to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the Special Tax Levies on the annual tax roll, the County notified the City that additional language is required in the authorizing resolution. The County advised the City of this requirement during the week of July 27, 2026, and informed the City that the resolution now requires the authorization of the total amount of the charge to be placed on the tax roll, including any applicable County administrative or processing fees.

Resolution No. 8820 does not modify the special tax levies previously approved by the City Council. The proposed resolution maintains the same rates under Resolution No. 8790 and simply incorporates the administrative language required by San Bernardino County for tax roll processing.

To avoid having two resolutions establishing the same special levies tax for Fiscal Year 2026-2027, the proposed resolution rescinds Resolution No. 8790 in its entirety and replaces it with Resolution No. 8820.

Adoption of the revised resolution will ensure that the City's submission complies with the County's current processing requirements and allows the special levies tax to be placed on the 2026-2027 annual tax roll.

As previously noted that there is no levy for CFD 2001-1 For FY 2026-2027. CFD 2001-1 was established in August 2001, when the City issued $9,255,000 of Community Facility District (CFD) Bonds for improvements in and around the San Bernardino Avenue/California Street area (CFD 2001-1). The bonds are set to mature in September 2026 and no additional special taxes need to be levied as the CFD has sufficient funds to pay the remaining debt service to close out the CFD.

Detailed reports prepared by DTA Public Finance, Inc., showing updates of the development status, the financial obligations and the special tax requirements for Fiscal Year 2026-2027 for each CFD, are on file in the City Clerk's office.

ALTERNATIVES:

The Council can choose not to adopt this Resolution and provide alternative direction to staff. Failure to file the required information with the San Bernardino County Auditor-Controller/Treasurer/Tax Collector immediately shall result in the inability to collect this levy and may negatively impact the debt repayment schedule.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
James Garland, Interim Management Services/Finance Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager

PREPARED BY:
Valerie Abrego, Management Analyst

FISCAL IMPACT

Fiscal Year: 2026-2027

Revenue Generating: Yes

Amount: Various

Budgeted Y/N: Yes

Account No.: Fund 810

Additional Appropriation Required: No

Discussion:

Adoption of Resolution No. 8820 does not change the previously adopted Special Tax Levies approved by the City Council. The revised resolution is administrative in nature and is intended solely to incorporate the language required by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the special tax levies on the County property tax roll. There is no impact to the General Fund. These assessments are pass-through tax levies, wherein the City collects and remits funds on behalf of the Community Facility Districts. Its indebtedness is not City debt in any way.

Attachments

Resolution_No_8820_CFD-2003-1_Special_Taxes_county_tax_roll.pdf

CFD_2003-1_Special_Levy-Exhibit_A.pdf

RESOLUTION NO. 8820

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RESCINDING RESOLUTION NO. 8790, AND ESTABLISHING THE LEVYING OF SPECIAL TAXES WITHIN CITY OF REDLANDS COMMUNITY FACILITIES DISTRICT NO. 2003-1 (REDLANDS BUSINESS CENTER), AND DIRECTING THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR TO PLACE THE SPECIAL TAXES ON THE FISCAL YEAR 2026-2027 TAX ROLL

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has formed City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) (the "Community Facilities District"), under and pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); and

WHEREAS, the City Council, as the legislative body of the Community Facilities District, is authorized under the Act to levy special taxes (the "Special Taxes") to pay for the costs of certain facilities and to authorize the issuance of bonds secured by the Special Taxes under the Act; and

WHEREAS, the City Council, pursuant to Ordinance No. 2569, adopted by the City Council of the City on January 20, 2004, authorized and levied the Special Taxes within the Community Facilities District; and

WHEREAS, Section 53340 of the Act provides that the legislative body of a community facilities district may provide, by resolution, for the levy of the special tax in the current year or future tax years at the same rate or at a lower rate than the rate provided by ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the clerk or other official designated by the legislative body with the county auditor on or before the 10th day of August of that tax year; and

WHEREAS, on February 3, 2004, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Redlands Authorizing the Issuance of not to exceed $9,600,000 Aggregate Principal Amount of City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) Special Tax Bonds, Series 2004, Approving the Execution and Delivery of an Indenture, a Bond Purchase Contract and a Continuing Disclosure Certificate and the Preparation of an Official Statement and Other Matters Related Thereto" authorizing the issuance of City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center) Special Tax Bonds, Series 2004 (the "Bonds"), in an aggregate principal amount of not to exceed $9,600,000; and

WHEREAS, the City Council desires to rescind Resolution 8790 and adopt this Resolution solely to clarify the direction to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector regarding the levying of Special Taxes within the Community Facilities District on the Fiscal Year 2026-2027 annual tax roll and to expressly authorize the total amount of the charges, including any applicable County administrative or processing fees and collected in the same manner as ordinary property taxes;

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

Section 1. All of the above recitals are true and correct.

Section 2. Resolution 8790 is hereby rescinded in its entirety and replaced by this resolution. The City Council hereby adopts the levies of Special Taxes for the Fiscal Year 2026-2027 at the maximum rates and with respect to the parcels as set forth in Exhibit A hereto; provided, however, that the City Manager or the Finance Director of the City is hereby authorized, prior to the submission to the San Bernardino County Auditor/Controller and upon consultation with the City 's special tax consultant, DTA Public Finance, Inc. (a) to make any necessary modifications to such Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed (provided that any such modifications shall not result in an increase in the Special Tax applicable to any category of parcels), or (b) to lower such Special Tax rates to the extent such officer deems necessary upon receipt of the final pricing information, and debt service requirements with respect to, the Bonds. The City Clerk of the City is hereby authorized and directed to file with the San Bernardino County Auditor/Controller immediately following the adoption of this Resolution, a certified list of all parcels subject to the Special Tax levy including the amount of the Special Tax to be levied on each parcel for Fiscal Year 2026-2027.

Section 3. The officers and agents of the City are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the levy of the Special Taxes for Fiscal Year 2026-27 as provided in this resolution.

Section 4. The City hereby authorizes the total amount of the charge, which includes any applicable County of San Bernardino administrative and processing fees, including the current Direct Charge fee of $0.30 per parcel, to be placed on the San Bernardino County Auditor-Controller/Treasurer/Tax Collector Fiscal Year 2026-2027 tax roll and collected in the same manner as ordinary property taxes.

Section 5. All actions heretofore taken by the officers and agents of the City with respect to the levy of the Special Taxes for Fiscal Year 2026-2027 are hereby approved, confirmed and ratified.

Section 6. This Resolution shall take effect immediately upon its adoption

ADOPTED, SIGNED, AND APPROVED by the City Council of the City of Redlands on this 1st day of September, 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 1st day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

Exhibit A

City of Redlands CFD No. 2003-1
FY 2026-2027 Special Tax Levy

Assessor's Parcel Number	FY 2026-2027 Special Tax
Zone 1	
0167-441-07	$15,433.24
0167-481-16	$97,016.67
0167-501-11	$141,776.22
0167-511-24	$6,639.41
0167-511-25	$6,368.41
0167-511-26	$34,145.53
0167-511-27	$9,394.54
0167-511-28	$8,446.05
0167-511-29	$212,777.25
0167-541-09	$151,441.76
Subtotal	**$683,439.08**
Zone 2	
0167-511-09	$214,990.38
Subtotal	**$214,990.38**
Total FY 2026-2027 Special Tax Levy	**$898,429.46**
Total Number of Parcels Taxed	**11**

City Council **AGENDA ITEM NO. I13.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8821, Rescinding Resolution No. 8810, Reaffirming and Approving the Delinquent Municipal Services Report, Confirming the Delinquent Municipal Service Charges as Liens, and Directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to Place the Delinquent Municipal Service Charges on the Fiscal Year 2026–2027 Tax Roll (Interim Management Services/Finance Director Garland)

MOTION:

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

I move to adopt Resolution No. 8821 rescinding Resolution No. 8810 reaffirming and approving the Delinquent Municipal Services Accounts Report, confirming the previously approved delinquent municipal service charges as liens, and directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the delinquent municipal service charges on the Fiscal Year 2026–27 Tax Roll.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8821 rescinding Resolution No. 8810; reaffirming and approving the Delinquent Municipal Services Accounts Report and the submittal of the report to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for recordation of a special assessment on the Fiscal Year 2026–2027 tax roll against properties resulting from the non-payment of certain City of Redlands municipal services accounts; confirming the previously approved delinquent municipal service charges as liens; expressly directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the delinquent municipal service charges on the Fiscal Year 2026–27 tax roll; and authorizing the total amount of the direct charges, including applicable County administrative and processing fees, to satisfy the County's requirements for placement on the annual property tax roll.

DISCUSSION:

To maintain healthy and sanitary conditions, Redlands Municipal Code (RMC) Section 13.64.070 states: The fact that any property is occupied shall be prima facie evidence that solid waste is being generated and accumulated upon such property and that service charges for the collection and disposal thereof are due to the City. Every person owning or occupying any property in the City shall keep such property in a clean and sanitary condition and shall not cause or permit solid waste to collect or accumulate upon such property; provided, however, that this provision shall not be construed to interfere with any customer keeping building materials upon property during the construction, reconstruction, or repair of a building or structure thereon under a valid building permit, nor with the keeping of wood neatly piled upon such property for household use.

This section further states:

> "Every property shall subscribe to automated or non-automated solid waste services. It is unlawful for any property to keep, accumulate, or permit to be kept or accumulated, any solid waste in or upon any private place unless the same shall be in a container as specified in this chapter. It is unlawful for any property to fail or neglect to provide for the removal of solid waste from such property in accordance with the provisions of this chapter."

The Customer Service Division's standard procedures include regular bills, reminder notices, final notices, courtesy phone calls, and special certified letters when attempting to collect payment for delinquent municipal service bills, which include solid waste and recycling services, household hazardous waste disposal services, and street cleaning services.

Delinquent accounts are sent letters indicating that the City may proceed in accordance with Redlands Municipal Code Section 13.64.060(B), which states, in part:

> "In addition to any other remedies it may have for the collection of delinquent accounts, the city may cause notice of a hearing on delinquent accounts in accordance with Government Code Sections 25830.1 and 38790.1. Such notice shall be mailed to property owners listed as delinquent accounts not less than ten (10) days prior to the date of the hearing. At the hearing, the City Council shall hear any objections or protests of such property owners. The City Council may make such revisions, corrections or deletions to the report of delinquent accounts as it deems just, after which, by resolution, the report shall be confirmed. The delinquent charges set forth in the delinquent account report may be placed as a lien on such properties for the amount of such delinquent charges plus legal fees and administration costs. A certified copy of the confirmed report shall be filed with the City Clerk for the current tax roll."

Twenty-nine (29) letters were mailed to property owners on June 25, 2026, providing notice that the City Council would hold a public hearing on July 7, 2026, to consider the placement of delinquent municipal service charges on the Fiscal Year 2026–2027 property tax roll. Following the public hearing, the City Council adopted Resolution No. 8810 confirming the Delinquent Municipal Services Accounts Report and authorizing the submission of the delinquent accounts to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector.

Subsequent to the City's submission, San Bernardino County reviewed the resolution and requested additional clarification before accepting the direct charge submission for placement on the Fiscal Year 2026–27 tax roll. Specifically, the County requested that the resolution expressly identify the applicable Fiscal Year 2026–27 tax roll, explicitly direct the Auditor-Controller/Treasurer/Tax Collector to place the charges on that tax roll, and clearly authorize the total amount of the direct charges, including any applicable County administrative or processing fees.

Resolution No. 8821 rescinds and replaces Resolution No. 8810 solely to incorporate the County's requested clarifications while reaffirming the City Council's previous findings and approval of the Delinquent Municipal Services Accounts Report and submission of the report to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the delinquent municipal service charges on the Fiscal Year 2026–27 property tax roll. The replacement resolution does not modify the Delinquent Municipal Services Accounts Report, the delinquent charges, the properties subject to the liens, or the determinations made by the City Council following the duly noticed public hearing held on July 7, 2026. Rather, it provides the additional language requested by the County to allow the previously approved direct charges to be processed and placed on the Fiscal Year 2026–27 tax roll.

The cost to apply a special assessment to the tax roll is $0.30 per parcel, which is charged to the property owner. At the time the notices were prepared for mailing, twenty-nine (29) accounts totaling $12,953.28 were delinquent. Prior to the City's submission to the County, staff accepted payments through August 3, 2026, and any accounts brought current were removed from the final lien list submitted for placement on the Fiscal Year 2026–27 property tax roll. For accounts that remain active and continue receiving service, future bi-monthly charges will continue to accrue and be billed to the current account of record. If additional delinquencies occur, future special assessments may be placed on the tax roll in accordance with the Redlands Municipal Code.

ALTERNATIVES:

Do not adopt Resolution No. 8821 and provide alternative direction to staff. Declining to adopt this Resolution will prevent the Delinquent Municipal Services Accounts Report from being placed on the San Bernardino County Tax for roll Fiscal Year 2026-27.

SUBMITTED BY:
Aimee Hoover, Revenue Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Aimee Hoover, Revenue Manager

FISCAL IMPACT

Fiscal Year: 2026-27

Revenue Generating: Yes

Amount: $12,953.28

Budgeted Y/N: Y

Account No.: Various

Additional Appropriation Required: No

Discussion:

Approval of this resolution will provide for escalated procedures in an attempt to capture up to $12,953.28 in delinquent municipal service charges. Adoption of the replacement resolution will also satisfy the County's administrative requirements for placement of the previously approved direct charges on the Fiscal Year 2026–27 tax roll.

Attachments

Resolution_No_8821_Municipal_Service_Charges_county_tax_roll.pdf
Special_Assessment_Report_June_25_2026.pdf
Resolution_No_8810_Delinquent_Municipal_Services.pdf

RESOLUTION NO. 8821

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RESCINDING RESOLUTION NO. 8810, APPROVING THE DELINQUENT MUNICIPAL SERVICES ACCOUNTS REPORT, CONFIRMING THE DELINQUENT MUNICIPAL SERVICE CHARGES AS LIENS, AND DIRECTING THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR TO PLACE THE DELINQUENT MUNICIPAL SERVICE CHARGES ON THE FISCAL YEAR 2026–2027 TAX ROLL

WHEREAS, the City of Redlands has provided service and properly billed and noticed delinquent accounts based on a preliminary report dated June 25, 2026, for solid waste and recycling collection and disposal, household hazardous waste disposal, and street cleaning services; and

WHEREAS, certain property owners receiving such services, as shown on the last available assessment roll, have failed to take action to pay the outstanding delinquent balance owed to the City; and

WHEREAS, measures are being taken in accordance with Chapter 13.64 of the Redlands Municipal Code which states "…in the event of non-payment of any portion of the municipal services statement, any charges for service shall be deemed the responsibility of the property owner and may result in a lien against the property;" and

WHEREAS, pursuant to Chapter 13.64 of the Redlands Municipal Code, a duly noticed public hearing was held on July 7, 2026, so that the property owners could object or protest the proposed adoption of Resolution No. 8810; and

WHEREAS, the City Council of the City of Redlands possess authority to and, having considered the delinquent solid waste service accounts, together with any objections and protests by property owners, desires to declare the delinquent accounts as special assessments and cause such accounts to be recorded as a lien against the properties benefitting from the provision of such services; and

WHEREAS, the City Council desires to rescind Resolution No. 8810 and adopt this Resolution solely to clarify the direction to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector regarding placement of the previously confirmed delinquent municipal service charges on the Fiscal Year 2026–2027 tax roll and to expressly authorize the total amount of the direct charges, including any applicable County administrative or processing fees, without modifying the delinquent charges or the determinations made following the public hearing held on July 7, 2026.

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. Resolution No. 8810 is hereby rescinded in its entirety and replaced by this Resolution. The City Council hereby reaffirms and approves the Delinquent Municipal Services charges as liens and expressly directs the San Bernardino County Auditor-

Controller/Treasurer/Tax Collector to place the unpaid delinquent solid waste accounts on the Fiscal Year 2026–2027 property tax roll against those properties that remain delinquent as of August 4, 2026. Any accounts brought current prior to submission shall be removed from the final lien list.

Section 2. The City Council hereby authorizes the total amount of the direct charges, including all unpaid delinquent solid waste accounts and any applicable San Bernardino County administrative or processing fees, including the current Direct Charge processing fee of $0.30 per parcel, to be placed on the Fiscal Year 2026–2027 San Bernardino County tax roll by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector and collected in the same manner as property taxes.

Section 3. The City Clerk of the City of Redlands is hereby authorized and directed to send a certified copy of this resolution, to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, or the officer holding the equivalent position of auditor, for the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 1st day of September, 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 1st day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

June 25, 2026 Report
Preliminary Delinquent
Municipal Services Accounts

APN			Total Account Balance
0169212220000			$ 4,069.70
0294101230000			$ 779.27
0300215240000			$ 764.38
0300161310000			$ 625.76
0300215250000			$ 625.76
0301191120000			$ 625.76
0300131160000			$ 606.36
0300262050000			$ 606.36
0300264060000			$ 450.75
0294081530000			$ 443.28
0300051010000			$ 423.04
0300481060000			$ 423.04
0300262110000			$ 308.57
0301143380000			$ 271.17
0300041060000			$ 220.32
0300201090000			$ 220.32
0300411220000			$ 165.91
0300061360000			$ 154.40
0300461030000			$ 111.84
0300123030000			$ 110.16
0300201180000			$ 110.16
0300215300000			$ 110.16
0300231560000			$ 110.16
0300241320000			$ 110.16
0300393020000			$ 110.16
0300511040000			$ 110.16
0300631080000			$ 110.16
0294081630000			$ 107.67
0300431150000			$ 68.34
Total All Parcels			**$ 12,953.28**
Count			**29**

RESOLUTION NO. 8810

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING THE DELINQUENT MUNICIPAL SERVICES REPORT AND SUBMITTAL OF THE REPORT TO THE AUDITOR OF SAN BERNARDINO COUNTY FOR LIEN PROCESSING

WHEREAS, the City of Redlands has provided service and properly billed and noticed delinquent accounts based on a preliminary report dated June 25, 2026, for solid waste and recycling collection and disposal, household hazardous waste disposal, and street cleaning services; and

WHEREAS, certain property owners receiving such services, as shown on the last available assessment roll, have failed to take action to pay the outstanding delinquent balance owed to the City; and

WHEREAS, measures are being taken in accordance with Chapter 13.64 of the Redlands Municipal Code which states "…in the event of non-payment of any portion of the municipal services statement, any charges for service shall be deemed the responsibility of the property owner and may result in a lien against the property;" and

WHEREAS, pursuant to Chapter 13.64 of the Redlands Municipal Code, a duly noticed public hearing was held on July 7, 2026, so that the property owners could object or protest the proposed adoption of this resolution, and

WHEREAS, the City Council of the City of Redlands, having considered the delinquent solid waste service accounts, together with any objections and protests by property owners, desires to declare the delinquent accounts as special assessments and cause such accounts to be recorded as a lien against the properties benefitting from the provision of such services.

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. The City Council approves the submittal of delinquent solid waste service accounts to the auditor of San Bernardino County, who will record and enter the assessments on the property tax roll against the properties that remain delinquent as of August 4, 2026.

Section 2. The City Clerk of the City of Redlands is hereby authorized and directed to send a certified copy of this resolution, to the auditor, or the officer holding the equivalent position of auditor, for the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 7th day of July, 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 7th day of July, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I14.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Single Source Agreement with Hauler Hero, Inc. for three years with two optional one-year extensions, for an amount not to exceed $242,550 for roll-off and route management software (Interim Assistant City Manager Garcia)

MOTION:

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

I move to approve the single source Agreement with Hauler Hero, Inc., for three years with two optional-one year extensions, for an amount not to exceed $242,550.00 for roll-off and route management software.

RECOMMENDATION:

Staff recommends that the City Council approve the Single Source agreement with Hauler Hero, Inc., for three years with two optional one-year extensions, for an amount not to exceed $242,550.00 for roll-off and route management software.

DISCUSSION:

The City of Redlands' Customer Service Division is requesting authorization to enter into a three-year agreement, with two one-year optional extensions, with Hauler Hero, Inc. for roll-off and route management software. This platform supports both the Solid Waste and Customer Service Divisions by enabling field crews to manage routes via tablets, improving driver communication, providing real-time tracking, and allowing the City to efficiently bill and invoice customers receiving solid waste services.

The City initially implemented Hauler Hero's software in Fiscal Year 2025, as the previous system became unsupported and posed security concerns. After engaging multiple vendors and participating in various product demonstrations, staff elected to proceed with Hauler Hero, Inc. Hauler Hero is the only provider offering a fully cloud-based platform meeting the City's security requirements, supporting future scalability, providing automatic system updates, and delivering these benefits at a cost savings to the City.

The proposed agreement includes three years of service for 15 trucks at $3,120 per truck annually, totaling $46,800 per year. The first year of the term runs from October 1, 2026, through September 30, 2027. The agreement also provides for two, one-year renewal options; should the City choose to engage with Hauler Hero for the first optional renewal, it will do so at $3,360 per truck, totaling $50,400, and for $3,450 per truck for the second optional renewal, totaling $51,750.00. This brings the total value of the proposed agreement to $242,550.00.

City staff recommends approval of the use of Hauler Hero, Inc., as a single-source provider for roll-off and route management software. This procurement aligns with the City's Information Technology directive to adopt secure, cloud-based solutions, that support long-term operational needs.

ALTERNATIVES:

City Council may choose not to approve the agreement with Hauler Hero, Inc., and provide alternative direction to staff.

STRATEGIC PLAN:

Not applicable

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
Danielle Garcia, Interim Assistant City Manager
Kurt Wilson, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager
James Garland, Interim Finance Director

PREPARED BY:
Valerie Abrego, Management Analyst

FISCAL IMPACT

Fiscal Year: FY 2027, 2028, 2029

Revenue Generating: No

Amount: $140,400.00

Budgeted Y/N: Yes

Account No.: 608900 & 511900

Additional Appropriation Required: No

Discussion:

Funding for this software will be shared by the Customer Service Division budget and the Solid Waste Division budget for Fiscal Years 2027-2029 in the annual amount of $46,800.00. The optional years totaling $50,400 and $51,750, will also be shared by the divisions. Funding for FY 2027 and 2028 is included in the divisions' budget requests. Future years will be included in subsequent budget requests.

Attachments

Agreement_w_Hauler_Hero.pdf
Single_Source_Form_-_Hauler_Hero.pdf

This Agreement ("Agreement") is entered into as of October 1, 2026, by and between Hauler Hero, Inc. ("Hauler Hero") a Delaware corporation, and the City of Redlands ("Customer"), a California municipal corporation. Hauler Hero and Customer are collectively referred to herein as the "parties" or individually as the "party".

PLEASE READ THESE ENTERPRISE TERMS ("TERMS") OF THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES OFFERED BY HAULER HERO. BY MUTUALLY EXECUTING THIS AGREEMENT WITH HAULER HERO WHICH REFERENCE THESE TERMS, CUSTOMER AGREES TO BE BOUND BY THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. **Access to the Service.** Subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth) Hauler Hero grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to internally access and use the Hauler Hero product(s) and/or service(s) specified in this Agreement (collectively, the "Service," or "Services") during the applicable Agreement Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Hauler Hero's applicable official user documentation for such Service (the "Documentation").

2. **Implementation Services.** If further implementation assistance is required by Customer, then Customer can request services from Hauler Hero's Professional Services Division at $200/hour.

3. **Support; Service Levels.** Hauler Hero shall provide business management software with functionality for customer management, customer portal, billing and payments, reporting, pricing, route management and mobile Android tablet software for drivers with unlimited customer support services ("Services"). Subject to Customer's payment of all applicable fees, Hauler Hero will provide support, maintenance, and uptime for each Service in accordance with the support package selected by Customer on the applicable Agreement.

4. **Service Updates.** From time to time, Hauler Hero may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that Hauler Hero shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Hauler Hero may make improvements and modifications to the Services at any time in its sole discretion; provided that Hauler Hero shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes.

5. **Ownership; Feedback.** As between the parties, Hauler Hero retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Hauler Hero for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified in this Agreement) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Hauler Hero with respect to the Service ("Feedback"). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Hauler Hero notwithstanding anything else. Hauler Hero acknowledges and agrees that all Feedback is provided "AS IS" and without warranty of any kind. Customer shall, and hereby does, grant to Hauler Hero a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Hauler Hero's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

6. **Managed Truck Licenses.** A managed truck license corresponds to any number of work orders (stops) that are stored in the Hauler Hero system and serviced by only one driver during any single day. Routes can only be assigned to drivers, can only appear in mobile, and can only have their work orders (stops) marked as completed in the system after a managed truck license has been assigned to that route. Typically, the number of managed trucks will be equal to the maximum number of routes that are run on any given day. Customer agrees to purchase at least the managed truck quantities set forth in this Agreement (the "Minimum License Level"). Additional licenses may be purchased at the same pricing during the term, with fees prorated for partial months, and Customer may adjust the actual number of licenses from time to time, provided that customer must always purchase a number of licenses equal to or greater than the Minimum License Level. Quarterly billing will be based upon the number of users at the beginning of the period, plus prorated billing for any added licenses and without reduction for licenses removed during the period.

7. **Fees; Payment.** Customer shall pay Hauler Hero fees for the Service described as: a minimum monthly license count of fifteen (15) managed trucks at $260 per managed truck per month in an amount not to exceed $46,800 per year during the Initial Term. ("Fees"). Renewal Term pricing shall be as set forth in Section 14. Fees shall be paid annually in advance upon receipt by Customer of an invoice by Hauler Hero.

Invoices that are 30 days past due are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (excluding taxes based on Hauler Hero's net income). All Fees paid are non-refundable and are not subject to set- off.

8. **Confidentiality.** Hauler Hero may provide Customer with confidential information and proprietary materials that are expressly marked "confidential" during Customer's implementation, including, but not limited to, guides, product descriptions and configuration tools (the "Confidential Materials"). Customer agrees that the Confidential Materials are proprietary to and owned by Hauler Hero and that Customer will hold the Confidential Materials confidential and use them solely for the purpose of transitioning to and implementing the Hauler Hero platform; except that Customer is not obligated to keep confidential any Confidential Materials that is subject to disclosure by court order, subpoena or by applicable law or (a) has entered the public domain except where such entry is the result of the Customer's breach of this Agreement; (b) prior to disclosure hereunder, was already in the Customer's possession and not subject to any confidentiality obligations, as demonstrated by written evidence; (c) subsequent to disclosure hereunder is obtained by the Customer on a non-confidential basis from a third party who has the right to disclose such information to the receiving party; or (d) has been independently developed by the Customer party without use of or reference to Hauler Hero's Materials, as demonstrated by written evidence.

9. **Restrictions.** Except as expressly set forth in this Agreement, Customer shall not (and shall not allow any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Hauler Hero product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures Hauler Hero may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (a) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Service in a manner that violates any third-party intellectual property, contractual or other proprietary rights.

10. **Customer Data.** For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Hauler Hero, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to Hauler Hero as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third-party rights (including, without limitation, intellectual property rights and rights of privacy). Hauler Hero shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. Hauler Hero shall not be responsible for unauthorized access to Customer Data or unauthorized use of the Service to the extent caused by Customer's systems, credentials, users, Customer-authorized access, third-party services not controlled by Hauler Hero, or Customer's failure to follow reasonable security practices. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. To the extent that the Customer Data includes any personal information, (i) Hauler Hero will process, retain, use, and disclose such personal information only as necessary to provide the Services hereunder and as otherwise permitted under this Agreement, which constitutes a business purpose, (ii) Hauler Hero agrees not to sell such personal data, to retain, use, or disclose such personal data for any commercial purpose other than the foregoing purposes, or to retain, use, or disclose such personal data outside of the scope of this Agreement. Hauler Hero understands its obligations under applicable data protection laws and will comply with them. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Hauler Hero will not delete any Customer Data unless Hauler Hero has contacted Customer alerting them of the late payment at least sixty (60) days prior to deleting any Customer data. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Hauler Hero may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use, retain and make available Aggregated Anonymous Data for Hauler Hero's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Hauler Hero's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by Hauler Hero in connection with Customer's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

11. **Authentication Data.** Hauler Hero requests name, email address, language preference, and profile picture from its users. Hauler Hero uses and stores this data in order to maintain an authenticated user's profile; for addressing and greeting the user in the application; and for email notifications generated through the Service.

12. **Personal Data Sharing.** Hauler Hero only shares this information with the Customer who provided Hauler Hero this information through its reporting applications.

13. **Third-Party Services.** Customer acknowledges and agrees that the Service may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third-Party Services"), including without limitation through integrations or connectors to such Third-Party Services that are provided by Hauler Hero. Hauler Hero is not responsible for the operation of any Third-Party Services nor the availability or operation of the Service to the extent such availability and operation is dependent upon Third-Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third-Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Hauler Hero does not make any representations or warranties with respect to Third-Party Services or any third-party providers. Any exchange of data or other interaction between Customer and a third-party provider is solely between Customer and such third-party provider and is governed by such third party's terms and conditions.

14. **Term; Termination.** This Agreement shall commence upon the date indicated above, and, unless earlier terminated in accordance herewith, shall expire September 30, 2029 ("Agreement Term" or "Initial Term"). Customer shall have the option to renew at a rate of $280 per managed truck per month (unless otherwise stated in the Agreement) for an additional period of (12) months ("Agreement Renewal Term") by providing written notice to Hauler Hero at least thirty (30) days prior to the expiration of the Initial term, unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Initial Term. The Customer then shall have the option to renew at a rate of $287.50 per managed truck per month for an additional period of twelve (12) months by providing written notice to Hauler Hero at least thirty (30) days prior to the expiration of the Agreement Renewal term unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Agreement Renewal Term. For clarity, continued access to the Services after expiration of the then-current term requires timely exercise of the applicable renewal option and any purchase order or written authorization required by Customer's procurement process. Hauler Hero shall have no obligation to provide Services after expiration of the then-current term absent such timely renewal and authorization. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Hauler Hero may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Hauler Hero's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) Hauler Hero shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Hauler Hero shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Hauler Hero shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

15. **Indemnification.** Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) in the case of Customer as Indemnitor, that the Customer Data or Customer's use of the Service infringes, violates, or misappropriates any third-party intellectual property or proprietary right, including any rights of privacy, or violates any applicable law, or (B) in the case of Hauler Hero as Indemnitor, the Service infringes, violates, or misappropriates any third-party intellectual property or proprietary right, or (ii) the Service (in the case of Hauler Hero as Indemnitor), infringes, violates, or misappropriates any third-party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Hauler Hero do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Hauler Hero (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Hauler Hero, (iv) combined with other products, processes or materials not provided by Hauler Hero (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.

16. **Insurance.** The following insurance coverage required by this agreement shall be maintained by Hauler Hero for the duration of its performance of the Services. Hauler Hero shall not perform any services unless and until the required insurance listed below is obtained by Hauler Hero. Hauler Hero shall provide Customer 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 Customer. A. Commercial General Liability insurance from carriers acceptable to Customer in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate. Customer shall be named as an additional insured under Hauler Hero's Commercial General Liability policy with respect to claims arising out of Hauler Hero's acts or omissions in connection with this Agreement, and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by Customer B. Workers Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit than no less than $1,000,000 per accident for bodily injury or disease. C. Professional Liability (Errors and Omissions) Insurance appropriate to the Hauler Hero's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. D. Cyber Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. E. Hauler Hero shall not assign this Agreement or materially subcontract professional services performed directly for Customer under this Agreement without the prior written consent of Customer. This restriction does not apply to Hauler Hero's ordinary-course technology providers, cloud hosting providers, payment processors, software vendors, support systems, security vendors, infrastructure providers, or other vendors used generally in connection with Hauler Hero's SaaS platform.

17. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

18. **Limitation of Liability.** EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF SECTION 7, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF TWO (2) TIMES THE FEES PAID OR PAYABLE BY CUSTOMER TO HAULER HERO HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER; PROVIDED THAT LIABILITY FOR CLAIMS ARISING FROM A BREACH OF CONFIDENTIALITY, DATA SECURITY INCIDENT, OR VIOLATION OF APPLICABLE DATA PROTECTION LAW SHALL NOT EXCEED THE GREATER OF TWO (2) TIMES SUCH FEES OR THE AVAILABLE PROCEEDS OF THE APPLICABLE INSURANCE COVERAGE MAINTAINED BY HAULER HERO FOR SUCH CLAIM.

19. **Miscellaneous.** This Agreement represents the entire agreement between Customer and Hauler Hero with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Hauler Hero with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Bernardino, California. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth in this Agreement. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Hauler Hero may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

[See next page for Signature]

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

CITY OF REDLANDS

By: _____
Name: Mario Saucedo
Title: Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

HAULER HERO INC.

By: _____
Name: Mark Hoadley
Title: CEO

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: 04/27/26

To: Purchasing Division

From: MS-Revenue Division

Estimated Total Cost: $ 242,550.00

Proposed Vendor: Hauler Hero, Inc

Request Term: FY 2026-2029

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:

Hauler Hero is the only provider offering a fully cloud-based waste management software solution that meets the City's specific operational needs and aligns with our IT department's recommendation to transition to cloud-based systems. This single source procurement is necessary to address critical system vulnerabilities, as the City's former, unsupported system posed signficant operational risks.

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

☒ Yes ☐ No

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

The customer service supervisor engaged multiple vendors and participated in various demonstrations; however, no other company could provide the specific programs and services we require. Additionally, Hauler Hero was the only vendor offering a cloud-based system.

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

Aimee Hoover Louie Miranda Cindy Tryon

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

If Hauler Hero were no longer available to the City, we would need to reevaluate our requirement for a cloud-based provider. This would involve working closely with the City's IT department to identify a suitable on-site software solution that they could manage internally. An on-site system would also require additional funding for maintenance and infrastructure support.

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

Prepared by — Date: 04 / 28 / 2026

Department Director — Date: 04 / 28 / 2026

Purchasing Approvals

Purchasing Agent Approval — Date: 04 / 28 / 2026

City Manager Approval — Date

Doc ID: 92baf3da4ea97665ebbb500bf1d6a710f123ece3

Customer Success Agreement for City of Redlands

Customer

City of Redlands
Aimee Hoover
35 Cajon Street, Redlands, CA 92373
Phone: 909 798 7596
Email: ahoover@cityofredlands.org

Hauler Hero

Hauler Hero, Inc.
Mark Hoadley
32 Mercer St 4th Floor, New York, NY 10013
Phone: 347 656 0111
Email: mark@haulerhero.com

Doc ID: 92baf3da4ea97665ebbb500bf1d6a710f123ece3

Welcome!

Dear Aimee ,

Welcome to Hauler Hero! We can't wait to make you and your team's lives vastly easier and are thrilled to be working with you.

To summarize what you've signed up for, Hauler Hero's pricing is based on the number of active trucks you plan to manage using the platform, regardless of whether each driver uses the mobile app (has a login). Your plan includes unlimited office users and GPS tracking. For details on your plan, fees, and service, please see below.

Best,
Mark Hoadley

Services

Core Service

Business management software with functionality for customer management, customer portal, billing & payments, reporting, pricing, route management, and mobile Android tablet software for drivers.

Support

Unlimited customer support service

Fees

Subscription Fees: Customer commits to a minimum monthly license count of 15 managed trucks. Customer agrees to pay $260.00 per managed truck per month, paid yearly in advance.

Contract Terms

Initial term shall last through June 30, 2029 (subject to renewal as set forth in the Agreement). Term shall start on the Effective Date, July 1, 2026. Customer shall have the option to renew for a fourth year and an additional term of twelve (12) months at a rate of $280 per managed truck per month; and to renew for a fifth year and an additional term of twelve (12) months at a rate of $287.50 per managed truck per month.

Initial Deposit

On the Effective Date, Customer agrees to pay service through June 30, 2027 (15 licenses @ $260.00 each): $46,800

Agreement

This agreement ("Agreement") is entered into as of between Hauler Hero, Inc. ("Hauler Hero"), and the customer listed above ("Customer"). This Agreement includes and incorporates Hauler Hero's standard Enterprise Terms, which are attached hereto, and all of which are in each case hereby incorporated by reference. This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Hauler Hero

Mark Hoadley

City of Redlands

Aimee Hoover

Terms & Conditions

By signing this document, the undersigned individual acknowledges and agrees to abide by the terms and conditions in Appendix 1.

Dropbox Sign

Audit trail

Title	Hauler Hero Sole Source- City Council Item
File name	Hauler_Hero_FY_26-29_Sole_Source.pdf and 1 other
Document ID	92baf3da4ea97665ebbb500bf1d6a710f123ece3
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**04 / 28 / 2026** 14:56:55 UTC	Sent for signature to Valerie Abrego (vabrego@cityofredlands.org), Danielle Garcia (dgarcia@cityofredlands.org) and Dana Abramovitz (dabramovitz@cityofredlands.org) from registrationdoit@cityofredlands.org IP: 47.181.153.216
VIEWED	**04 / 28 / 2026** 15:45:44 UTC	Viewed by Danielle Garcia (dgarcia@cityofredlands.org) IP: 47.181.153.216
SIGNED	**04 / 28 / 2026** 15:45:53 UTC	Signed by Danielle Garcia (dgarcia@cityofredlands.org) IP: 47.181.153.216
VIEWED	**04 / 28 / 2026** 15:54:24 UTC	Viewed by Valerie Abrego (vabrego@cityofredlands.org) IP: 47.181.153.216
SIGNED	**04 / 28 / 2026** 15:54:31 UTC	Signed by Valerie Abrego (vabrego@cityofredlands.org) IP: 47.181.153.216

Dropbox Sign

Audit trail

Title	Hauler Hero Sole Source- City Council Item
File name	Hauler_Hero_FY_26-29_Sole_Source.pdf and 1 other
Document ID	92baf3da4ea97665ebbb500bf1d6a710f123ece3
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

VIEWED	**04 / 28 / 2026** 17:06:25 UTC	Viewed by Dana Abramovitz (dabramovitz@cityofredlands.org) IP: 47.152.66.248
SIGNED	**04 / 28 / 2026** 17:07:08 UTC	Signed by Dana Abramovitz (dabramovitz@cityofredlands.org) IP: 47.152.66.248
COMPLETED	**04 / 28 / 2026** 17:07:08 UTC	The document has been completed.

City Council **AGENDA ITEM NO. I15.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a sole source purchase with DynaTouch Corporation for two full service payment kiosks (credit/debit card, check, and cash), one through-the-wall and one standalone indoor, not to exceed the amount of $107,082 (Interim Management Services/Finance Director Garland)

MOTION:

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

1. I move to approve a sole source purchase with DynaTouch Corporation for two full service payment kiosks (credit/debit card, check, and cash), one through-the-wall and one standalone indoor, not to exceed the amount of $107,082.

2. I move that the City Council approve the Statement of Work between the City of Redlands and DynaTouch Corporation.

RECOMMENDATION:

Staff recommends that the City Council approve a sole source purchase with DynaTouch Corporation and approve the Statement of Work with DynaTouch Corporation for two full service payment kiosks (credit/debit card, check, and cash), one through-the-wall and one standalone indoor, not to exceed the amount of $107,082.

DISCUSSION:

The Revenue/Customer Service Division of the Management Services Department continually seeks opportunities to improve customer service and enhance accessibility to utility payment services. The City's existing payment kiosk, installed in September 2023, has processed more than 10,700 transactions totaling over $2.8 million in payments, demonstrating strong customer demand for convenient self-service payment options. The kiosk has provided customers with greater flexibility to make payments when and how it is most convenient for them, including outside of traditional counter service interactions.

Building on this success and in preparation for the new City Hall facility at 300 East State Street, staff is recommending the purchase of two full-service payment kiosks from DynaTouch: a through-the-wall kiosk providing 24/7 customer access at a cost of $55,731 and a standalone indoor kiosk available during business hours at a cost of $51,351. The total project cost for both kiosks is $107,082. The proposed pricing includes equipment, installation, implementation services, and three (3) years of support and maintenance. Together, these kiosks will expand utility payment accessibility, reduce wait times, and provide customers with multiple convenient options for completing transactions.

The kiosks will allow customers to view account balances, make cash, check, and credit/debit card payments, and receive immediate payment confirmation through real-time posting to their utility account. The through-the-wall kiosk will provide customers with secure access to payment services outside of normal business hours, while the indoor kiosk will offer a convenient self-service option within City Hall during regular operating hours.

In addition to payment services, the kiosks include customizable digital display screens that can be used to communicate City announcements, community events, emergency notifications, and other public information. This feature provides an additional communication channel to engage residents and promote City programs and services.

Both kiosks are cloud-based payment solutions that integrate directly with the City's existing utility billing system, EnQuesta, and payment processing platform, InvoiceCloud. The kiosks provide automated payment reconciliation, reducing manual processing associated with mailed payments and traditional drop-box collections while improving operational efficiency and payment accuracy.

DynaTouch has been selected as the sole-source vendor because it is the only kiosk provider that currently offers a fully integrated solution compatible with the City's existing utility billing and payment processing systems, EnQuesta and InvoiceCloud. Utilizing the existing vendor ensures continuity of service, avoids additional integration and implementation costs, minimizes project risk, and allows the City to deploy the kiosks efficiently in conjunction with the opening of the new City Hall facility.

The proposed quote covers three (3) years of warranty, help desk support, and full hardware repair/replacement with on-site service. It also includes Kiosk Management Software and BillPay Kiosk SaaS.

ALTERNATIVES:

The City Council may elect not to approve the purchase of a through-the-wall or standalone indoor payment kiosk and provide alternative direction to staff.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
James Garland, Interim Finance Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Aimee Hoover, Revenue Manager

FISCAL IMPACT

Fiscal Year: 2026-2027

Revenue Generating: No

Amount: $107,082

Budgeted Y/N: Y

Account No.: 608900

Additional Appropriation Required: No

Discussion:

There is no impact to the General Fund. Funding for this purchase is included in the Customer Service Division's Fiscal Year 2026-2027 budget. Future maintenance and support terms for 3 years, including 2027-2028, 2028-2029 and 2029-2030 have been included. Ongoing support costs after FY 2030 are estimated to be $17,500 each year, roughly, and include regular software and hardware maintenance and technical support.

Attachments

Agreement_w_DynaTouch_Kiosks.pdf

7337_-_Single_Sole_Source_Kiosk_Request.pdf

7337_-_Sole_Source_InvoiceCloud_Letter_of_Support.pdf

7337-_Dynatouch_Kiosks_Quote.pdf

DynaTouch Statement of Work

Description

This Statement of Work (the "SOW") is entered into and agreed upon effective as of September 1, 2026, by and between DynaTouch and City of Redlands, a Municipal Corporation.

This SOW expressly incorporates by reference the entirety of certain Terms and Conditions (the "Agreement") between the parties named herein and appended hereto as Exhibit "A" and specifies the Professional Services to be provided by DynaTouch.

DynaTouch has priced the Professional Services based on responses from the Customer's staff. These services are identified, priced, and included in the SOW. As the subscription set-up proceeds, changes to the Professional Services not contemplated in this SOW or in the Agreement may require Change Orders to be agreed to and signed by both parties pursuant to the Agreement.

Terms not defined in this SOW are defined in the Agreement.

SOW Summary

The SOW encompasses the following parameters:

Hardware	2 BillPay Kiosks
Kiosk Configuration	Systems & Software, Invoice Cloud, & BillPay Kiosk Software
Project Duration (start date TBD)	
Implementation Approach	Onsite Installation Single software build/configuration
Interfaces/API	Connection to Systems & Software and Invoice Cloud
Go-Live Approach	Remote Support

Installation and Training

Installation Services

- **Pre-Installation:**
  - Kick-Off Meeting
  - Collect prerequisites:
    - Kiosks enclosure paint color choice
    - Art/Graphic files, i.e. Logo
    - Delivery planning & Shipping instructions
    - Payment Processor and CIS information

        - Sample bills
        - Network & Connectivity
    - Site preparation
        - Conduct a remote site survey at each designated location to verify suitability for kiosk installation (power & network availability, space requirements, etc.).
        - Coordinate with Customer to obtain necessary permits and approvals for kiosk installation.
        - Provide detailed technical specifications for kiosk power and data connectivity.
    - Hardware
        - Kiosk fabrication and components integration testing
        - Communicate anticipated kiosk(s) shipping date(s)
    - Software
        - Work with the Customer, Payment Processor, and Court/Customer Information System on completing the API integration.
        - Preliminary API testing
- **Kiosk Delivery and Installation:**
    - Deliver and deploy the contracted number of BillPay Kiosks at designated locations.
        - Ensure kiosks are properly mounted and secured according to manufacturer's specifications and local building codes.
        - Help install all necessary cabling for power and data connectivity.
    - Configure kiosks with the Customer's secure payment processing system.
    - Test all kiosk functionalities (account lookup, payment processing, receipt printing, user interface) to ensure proper operation.

Training Services

DynaTouch's BillPay Kiosk software affords fast, reliable collection, whether payments are made with cash, debit, credit, or check. This simplifies the accounting process and decreases liability and shrinkage. Users are notified of any applicable convenience fees and have the option to cancel/exit the session at any time. A receipt option via text, email, or print is provided upon completion of the transaction.

As part of the standard implementation methodology, BillPay Kiosk software and kiosk product training is provided to the members of the core Customer team. This knowledge-transfer process enables the Customer Project Team to make highly informed, effective decisions early in the project lifecycle. Training consists of kiosk operation (hardware and software), admin portal, reporting, and troubleshooting procedures.

Class Name	DynaTouch Resource	# of Customer Attendees	Customer Attendees	Duration	Location
Onsite Training	DynaTouch technician	Up to 5	Customer representatives	As needed while onsite	TBD
Webinar training (user, IT)	Project Manager	Up to 20	Customer representatives	2 hours	Remote

User Manual will be provided electronically to all attendees.

Training and/or Go Live support requested of DynaTouch in excess of these hours will be billed to Customer at DynaTouch Standard Rates.

Project Schedule (*Dates TBD based on contract*)

Responsible Party: Dynatouch = DT Customer = C

Task	Project Phase					
	Prerequisite	**Build**	**Staging**	**Site Prep**	**Ship/Delivery**	**Install/Train**
Color choice, Logo	C					
Site Survey (outdoor only)	C					
Identify Processor/CIS	C					
Kiosk spec sheet	DT					
Hardware build		DT				
Graphics design		DT				
VPN Access to CIS			C			
BPK questionnaire			C			
Kiosk Application setup/testing			DT			
Account lookup testing			DT			
Power/Internet to Location				C		
Shipping Info. provided					C	
Deliver and Tracking info. provided					DT	
Schedule onsite installation					Both	
Inspect and report damage (48hr form del.)					C	
Kiosk Installation						DT
Test Cases Completion						Both
Test Cases sign-off						DT
Onsite Training						DT
Distribute User Manuals						DT
Schedule Go-Live)						Both
Go-Live (rolling for large installations						Both

Project Completion

- Complete a final walkthrough after each installation with the Customer to verify successful kiosk installation and functionality.
- Kiosks pass all functionality tests (payment processing, receipt printing, user interface).
- Customer staff are trained on kiosk operation and troubleshooting procedures.
- Provide all necessary as-built drawings and documentation for future reference.
- Remove all packing materials and construction debris from the installation sites.

Technical Support Services

The Customer is responsible for meeting DynaTouch's minimum requirements for hardware, networking, and connection to the DynaTouch applications as outlined in the Technical Requirements.

Technical Support

The Subscription Service will be hosted on DynaTouch's servers at its collocation facility. DynaTouch will maintain the software application modules and incorporate any software updates, bug fixes, and patches as released. DynaTouch will incorporate bug fixes and enhancements as they are created, in lieu of waiting for an annual or semi-annual release cycle. DynaTouch will notify the Customer of important updates before they are installed.

Technical Requirements (Indoor Kiosks)

Every system DynaTouch supplies consists of proven, highly reliable components utilized on some of the largest, most successful kiosk projects in the world, with the functionality needed to assure long-term success. Site requirements for Indoor Kiosks are as follows:

- Indoor environment; 45°F to 95°F operating range; 20% to 80% relative humidity
- 110 VAC, 50/60 Hz, 10 amp (max) power outlet within 3' of Kiosk location
- Internet connectivity
    - wired: RJ45 connector within 3' of Kiosk location
    - Cellular: Service provided by Customer
- Ample visibility, user traffic, and easy access
- Nearby oversight by location staff, if practical

Technical Requirements (Through the Wall Kiosks)

Every system DynaTouch supplies consists of proven, highly reliable components utilized on some of the largest, most successful kiosk projects in the world, with the functionality needed to assure long-term success. Site requirements for Outdoor Kiosks are as follows:

Site Prep Requirements

When a site is selected, DynaTouch will confirm the required installation and site prep requirements. A site survey will be conducted to:

- Assess locations for the number of kiosks to install
- Provide customer with a comprehensive summary of each location
- Determine access points for kiosk delivery
- Determine the necessary site prep required of customer to complete an install

Site Installation Requirements

- Through-the-wall kiosks are mounted into the physical structure of a wall and therefore require an opening in the wall to install them.
- For outdoor applications, the kiosk should be located in an exterior wall that has overhead structure and provides protection from direct sunlight and other elements.
- The back of the kiosk (portion not seen by customers) should be in a climate-controlled interior space to ensure life of components.
- The internal components of this kiosk consist of a touchscreen, receipt printer, barcode scanner, check scanner, bill acceptor, and payment device.
- Kiosk operating temperature range: 32°F to 110°F with zero heat gain*
- 120V / 20A GFCI isolated power source per kiosk (certified electrician must complete the wiring of power to the unit)
- Dedicated network connection with an RJ-45 jack; Static IP address may be required (please consult your sales professional)
- Security cameras recommended

**Completely covered and not exposed to direct sunlight on any portion of the unit at any time of the day*

Interfaces

Interfaces included as part of this SOW are:

CIS interfaces

Connection to Systems & Software

As part of the SOW, DynaTouch will build and test a software integration between Systems & Software and the BillPay Kiosk application to look up Customer account information and display bill data based on returned data from Systems & Software's secure web services. Timelines for the project will depend upon initial meetings with the Systems & Software team.

- **Identify Integration Components**: DynaTouch will work with an appointed Systems & Software representative to determine the appropriate software modules and web services to be integrated.
- **Prepare Documentation for Approval**: DynaTouch will build visual documentation for Customer approval and agreement.
- **Prepare a Test Plan**: Outline the scope, objectives, and schedule of the integration testing process.
- **Design Test Cases and Scenarios**: Create detailed test cases and scenarios that cover all possible interactions between the Systems & Software web service and the BillPay Kiosk application.
- **Set Up a Test Environment**: Prepare a test environment where the integration testing will take place.
- **Execute Test Cases and Record Results:** Run the test cases and monitor the behavior of the software integration to verify desired results.

- **Analyze and Debug**: Investigate any issues uncovered during testing and make necessary adjustments to the code.
- **Documentation**: Create or update all relevant documentation with the details of the integration testing and its results.

Payment Gateway interfaces

Connection to Invoice Cloud

DynaTouch will use the existing BillPay Kiosk integration with Invoice Cloud to make payments, record success or failure of check, credit or cash payment and update CIS with successful transaction data.

- **Set Up a Test Environment**: DynaTouch will set up a test environment with Invoice Cloud where testing will take place.
- **Use Existing Test Cases and Scenarios**: DynaTouch will use existing test cases and scenarios that cover all possible interactions between the Invoice Cloud web service and the BillPay Kiosk application.
- **Execute Test Cases and Record Results:** Run the test cases and monitor the behavior of the software integration to verify desired results.
- **Analyze and Debug**: Investigate any issues uncovered during testing and make necessary adjustments to the code.
- **Documentation**: Create or update all relevant documentation with the details of the integration testing and its results.

Any additional interfaces or effort requiring modifications to the standard Specifications based on Customer request may require a Change Order, and once approved by DynaTouch, the Customer will be billed at the then-current time and materials rate for Services performed, as well as any travel and out-of-pocket expenses, if applicable.

Project Assumptions

All components of this SOW are based upon the following assumptions. If the Customer is unable to comply with these assumptions, DynaTouch reserves the right to restructure the services described within this SOW to accommodate a mutually agreed upon revised plan and adjust the Professional Services Fee accordingly.

- Professional Services Fees are based upon timely decision-making by the Customer and the Customer's resource.
- Assumes the Customer will provide representatives to participate on a unified Customer Project Team, attending and actively participating in all activities, including product training sessions, component/integration testing, and Go Live.
- Customer is responsible for all Network configuration.
- All professional services will be provided during normal business hours in the Customer's local time zone. Any services that must be scheduled outside of normal business hours are considered to be in

excess of the scoped fixed fee package and may be billable at DynaTouch's then-current standard after-hours rate(s).

- The Professional Services pricing is based on the implementation of the current release available at the start of Professional services.
- DynaTouch may provide assistance on retail location placement of kiosks. We do not currently contract directly with retailers.

Out of Scope

Any deliverables or services not listed in this SOW, or the Agreement are considered out of scope for this SOW and will require mutual agreement through a Change Order in order to be included in the timeline or affect the agreed upon project plan.

DynaTouch Bill Pay Kiosk.

Terms & Conditions

Contract Terms

DynaTouch will provide one or more kiosks, as well as additional and necessary services, pursuant to the within and foregoing Quote. The kiosks will be provided as a Purchase of the Kiosks ("Standard Purchase").

Payment

Payment terms are 50% deposit (of total 3 year contract) due with order; balance due when ready to ship. Governmental entities are extended NET 30 Payment terms. Credit card purchases are accepted and will incur a 3.5% processing fee at the time of order. DynaTouch accepts Visa and Mastercard. The tender of Delivery Notice may be transmitted electronically.

The Period of Performance (POP) is defined as the first day of the month immediately after date of receipt of goods.

We reserve the right to amend your payment terms if requested credit information is insufficient. Credit card purchases are acceptable, subject to additional standard fees charged to the Customer of 3.5% of total amount charged. DynaTouch accepts VISA and MasterCard. Credit card orders require full cardholder information at the time of placing an order. The Tender of Delivery Notice may be transmitted electronically. State resale license required for nontaxable purchases in the state of Texas.
Return check charges imposed are $35 for all returned checks.

Project Timeline and Delay Fee

Installation services are targeted to be completed within four (4) weeks following delivery of the equipment.

Client agrees to timely provide all information, approvals, materials, site readiness, access, and other cooperation reasonably requested by DynaTouch to facilitate adherence to these timelines.

If DynaTouch's performance is delayed due to Client's failure to meet its obligations—including, but not limited to, delays in approvals, scheduling constraints, site unavailability, or requests to postpone delivery or installation—DynaTouch reserves the right to:

- Adjust project timelines accordingly; and
- Assess a delay fee of $100 per month for each month, or partial month, during which the delay persists.

In addition, where Client requests or causes delays to delivery, installation, or deployment milestones, Client shall be responsible for any reasonable additional costs incurred by DynaTouch, including but not limited to storage, handling, rescheduling, or special logistical arrangements required to accommodate such delays.

The delay fee and any additional charges are intended to cover administrative, operational, and scheduling impacts resulting from the delay and will be invoiced monthly until the delay is resolved

Transfer of Ownership:

The transfer of ownership of goods takes place upon shipment. Unless otherwise negotiated or specified, all goods are shipped FOB Origin to the destination specified by the Customer or Customer's assigned agent.

Rights Granted and Reserved:

The right to use the kiosks and the software (for Standard sales) provided by DynaTouch (the "Platform") pursuant to the following conditions:

1. The Platform may be used by the Customer only as specifically provided in this Agreement or in a writing signed by DynaTouch.
2. Customer shall use the Platforms as provided and shall not (i) modify for any purpose other than in connection with Customer's primary business or operations; (ii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of DynaTouch Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of DynaTouch Software; (iv) rent, lease, lend, or use the Platform for time-sharing or bureau use or to publish or host platform for others to use; or (v) take any actions that would cause the Platform or its component Software to become subject to any open source or quasi-open source license agreement. Customer shall be wholly liable to DynaTouch for any misuse of the Software.
3. Customer acknowledges that the Platform, including all related Software, and all copies thereof and trade secrets and other intellectual property rights related thereto, are and shall remain the sole and exclusive property of DynaTouch. Except as expressly permitted herein, Customer agrees not to disclose or otherwise make available any part of the Platform to any third person.
4. Customer agrees to take reasonable and necessary precautions to secure and protect the Platform, the kiosks and the Software. Customer likewise agrees to provide a secure physical location with sufficient electrical power for all Platform equipment located at the Customer's site.

Delivery

Estimated Delivery: 12-16 weeks after receipt of a signed agreement and purchase order including any agreed upon deposits for a Standard Purchase. Subject to supply chain availability. Delivery date will be confirmed during the initial project management phase of the project. All items are shipped FOB Origin.

Travel and Expenses

The Customer is responsible for all travel and expenses incurred in the course of providing the goods or services specified in the agreement unless all and total travel expenses are already included in the approved quote by the Customer. If included, as specified on the quote, no additional payments for travel or travel related expenses beyond the original signed quote will be incurred unless agreed to in writing by and between parties. All travel will be in accordance with the DynaTouch travel policy and will be provided upon request. If Customer agrees in any future agreement to be responsible for requested travel-related expenses, Customer agrees to pay all travel and expenses in full within 45 days of receipt of the invoice. If the Customer disputes any travel and expense charges, they must provide documentation of the disputed charges within 14 days of receipt of the invoice.

Term

The initial term will begin upon shipment of goods and end on the agreed-upon total term of the signed quote. This will be 3 years. This Agreement shall terminate unless Customer gives DynaTouch sixty (60) days' prior written notice before the end of the Term indicating its intent to renew maintenance for an additional twelve (12) months. As defined below or upon termination of this Agreement, whichever occurs first, both parties agree that the Customer will remit any remaining outstanding balance owed.

The Initial period of performance begins on the first of the month immediately following the date of receipt of goods. Additional periods of performance will be defined in subsequent annual maintenance and support renewal quotes, and will be for 12 months.

Termination

Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured for more than thirty (30) days after receipt of written notice of such breach. There is no termination for convenience. In the event of termination for cause other than for breach by DynaTouch, all sums due and owing under this Agreement shall immediately become due and payable.

Upon termination, Customer is responsible for and retains title to and ownership of the kiosk hardware. Any Software Licenses are not transferrable and not authorized for use without a current support agreement. It is specifically understood that early termination for any reason accelerates all remaining outstanding payments and immediately transfers full ownership of the kiosk to the Customer.

Indemnification

To the fullest extent allowed by law, DynaTouch agrees to defend, indemnify and hold harmless Customer and its affiliates and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns from and against all third-party claims, damage, loss and liability, including costs

and expenses, legal and otherwise, for injury to or the death of persons or damage to real or tangible property, including the property of Customer.

Limitation of Liability

DynaTouch and Customer recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of DynaTouch arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and DynaTouch's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

i. BOTH PARTIES AGREE THAT, EXCEPT FOR CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF DYNATOUCH, DYNATOUCH'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000).

ii. IN ADDITION TO THE FOREGOING, DYNATOUCH SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

iii. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.

iv. WHERE APPLICABLE UNDER NO CIRCUMSTANCES WILL DYNATOUCH BE RESPONSIBLE FOR ANY SERVICES RELATED TO THE RECEIPT OF CASH FROM CUSTOMERS (INCLUDING THE QUALITY OF BILLS TENDERED) OR ITS REMOVAL VIA ARMORED CAR OR OTHERWISE.

Return Policy for Standard Purchases

All sales are final.

Default

You are in default of this Agreement if you or the respective reseller: (a) fail to pay the Balance Due by the due date, (b) breach any other term or condition of this Agreement, (c) have made a material misrepresentation or misstatement in the Application, financial statement or other document submitted to us in connection with this Agreement, (d) become the subject of a bankruptcy, receivership or other insolvency proceeding. If you default on this Agreement, we may (i) declare all amounts owed on this Agreement to be immediately due and payable, (ii) commence a collection action for all amounts owed on this Agreement, (iii) retain and/or repossess all goods purchased on

this Agreement and otherwise foreclose and enforce our Security Interest in accordance with applicable law, (iv) exercise all other rights and remedies accorded to us by law. If for any reason this Agreement terminates prior to the end of a term, you agree that any remaining obligations for payment pursuant to this agreement will be immediately due and owing.

Warranty

DynaTouch hereby warrants that each component manufactured or supplied directly by DynaTouch will be free of defects in material and workmanship for a period of one (1) year after shipment (the "Warranty Period"), with optional extended warranties offered (see Quote details).

The following items are covered under a 120-day warranty from the time of shipment: Check scanners, signature pads, credit card readers, joysticks, electrical power strips, network cables, and USB cables. This warranty is limited to repair or replacement of defective components at DynaTouch's discretion and excludes damage caused by misuse, unauthorized modification, or external factors beyond DynaTouch's control. EMV-type credit card readers are extended a 12-month warranty.

During the Warranty Period, if On-Site Maintenance Services are NOT included, Customer shall return defective parts to DynaTouch at Customer's expense. DynaTouch shall repair or replace any defective component within thirty (30) days of receipt, at DynaTouch's expense, including all return shipping expenses.
Notwithstanding the foregoing, this warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer, subcontractor, or supplier thereof. DynaTouch does not warrant any component supplied by customer or its suppliers. DynaTouch's warranty may be voided by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by Customer or Customer's service organizations, removal or alteration of part identification, or failure caused by a product for which DynaTouch is not responsible.

Warranty Disclaimer

DYNATOUCH DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE EXPRESSLY STATED HEREIN. DYNATOUCH WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, FIRE, FLOOD, WEATHER OR OTHER ACTS OF GOD.

Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of California.

Assignment

DynaTouch may not sell, assign and/or transfer any or all of this Agreement or any balances due thereunder without your consent which consent shall not be unreasonably withheld. You may not sell,

assign or transfer your Obligation without DynaTouch's consent which consent shall not be unreasonably withheld.

Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if DynaTouch has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.
4. Cyber Liability/Technology Errors & Omissions: DynaTouch shall maintain Technology Errors & Omissions, or equivalent insurance with coverage for cyber liability and security breach with a limit of liability not less than $1,000,000 per occurrence, and $2,000,000 per aggregate. For policies written on a "claims-made" basis, DynaTouch warrants the Retroactive Date equals or preceded the effective date of this Contract. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided *for at least three 3) years after completion of the contract of work.* In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, DynaTouch shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve DynaTouch of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form.

Other Insurance Provisions

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

1. ***Additional Insured Status***

   The Customer, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of DynaTouch including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to DynaTouch's insurance (at least as broad as ISO Form CG 20 10 11 85 or the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Such coverage may be provided through a blanket additional insured endorsement, provided it affords coverage at least as broad as the forms referenced herein.

2. ***Primary Coverage***

For any claims related to this contract, DynaTouch's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as respects the Customer, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of DynaTouch's insurance**.** Such primary and non-contributory status may be evidenced through a blanket endorsement, provided it affords coverage at least as broad as the form referenced herein.

3. Notice of Cancellation

In the event that the insurer cancels DynaTouch's Commercial General Liability policy, the Contractor shall endeavor to provide the Customer with thirty (30) days' prior written notice of such cancellation.

4. Waiver of Subrogation

DynaTouch hereby grants to Customer a waiver of any right to subrogation which any insurer of said DynaTouch may acquire against the Customer by virtue of the payment of any loss under such insurance. DynaTouch agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation and provide a copy to the Customer, but this provision applies regardless of whether or not an endorsement has been issued. For the purposes of this section, a blanket waiver of subrogation endorsement shall be deemed sufficient, provided it affords coverage at least as broad as what is required herein."

5. Self-Insured Retentions

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

6. Acceptability of Insurers

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

Verification of Coverage

DynaTouch shall furnish the Customer with original certificates. All documents are to be received and approved by the Customer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive DynaTech's obligation to provide them. The

IT Obligations

DynaTouch will

- Establish and maintain agency procedures for IT security incident management to ensure timely response and notification to a cybersecurity incident. At minimum:
    - Notify Community Services within 10 days of a cybersecurity event, including but not limited to a compromised email account, unauthorized access to a database, or ransomware.
    - Cooperate fully with the Community Services /County cybersecurity incident response team in the event Community Services data is compromised.
    - Provide Community Services with an after-action report summarizing the incident, the incident's resolution and any insights gained due to the incident.
- DynaTouch's data privacy and information security procedures and protocols shall be made available to the Customer and meet Community Services requirements for the return, destruction, or disposal of information in the service provider's possession at the end of the agreement.
- DynaTouch must use Customer-approved VPN software to access internal systems. (if applicable—needed if you are connected to one of our systems)

Compliance with laws

In its performance pursuant to this Agreement, DynaTouch will comply with all material and applicable federal, state and local laws.

Entire Agreement

This Agreement constitutes the entire agreement between you and DynaTouch and supersedes all of our prior written and oral agreements and understandings relating to the subject. DynaTouch may at any time, subject to applicable law, change or alter the terms and conditions stated herein governing the Agreement. DynaTouch, within this agreement is referred to as "DynaTouch" and the words "you" and "your" refer to the Customer for which this quote is being processed. This Agreement will not be interpreted more favorably for or against a party on account of drafting.

[See next page for Signatures]

Company Name: City of Redlands

Signature: _____

Name: Mario Saucedo

Title: Mayor

Date: _____

Attest

Signature: _____

Name: Jeanne Donaldson

Title: City Clerk

Date: _____

DynaTouch

Signature: _____

Name: _____

Title: _____

Date: _____

Ship To (Please Complete)

_____

_____

_____

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: 06/23/26

To: Purchasing Division

From: Aimee Hoover

Estimated Total Cost: $ 107,082

Proposed Vendor: DynaTouch Corporation

Request Term: 07/01/26-06/30/27

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:

The City currently utilizes Invoice Cloud as its utility billing payment processing platform. DynaTouch is the sole kiosk vendor that provides a fully integrated payment kiosk solution compatible with the City's existing Invoice Cloud environment.

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*:**

Other kiosks will require additional services and modifications to EnQuesta, Systems and Softw

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

Aimee Hoover Elena Pfeifer

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

The department would need to seek additional services and current software modifications.

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

Ashley Sepulveda Digitally signed by Ashley Sepulveda Date: 2026.06.23 08:22:19 -07'00' 06/23/26

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

10 Fan Pier Boulevard, 4th Floor
Boston, MA 02210

25 June 2026

City of Redlands

Dear City of Redlands Team,

We are pleased to offer this letter of support and confirm that DynaTouch and InvoiceCloud have a strong, collaborative partnership, and deliver proven integrated Payment Solutions. The DynaTouch Kiosk solution with InvoiceCloud's integrated payments solution provides a secure, reliable, and seamless experience for utility customers addressing self-service needs. DynaTouch offers a sole-source solution with InvoiceCloud as our preferred kiosk partner.

We hope that the City of Redlands will feel confident that the integrated solutions will continue to deliver the best outcomes for the Utility and the communities you serve.

Please don't hesitate to reach out with any questions.

Sincerely,

Alison KT Williams

Alison Williams
Director; Utility Alliances
awilliams@invoicecloud.com
+1(404)518-8073

DynaTouch Corporation
9901 Broadway St Ste 115,
San Antonio,Texas, 78217

Quote Number: 1782001
Quote Type: Open Market
Valid Through: Jul 31, 2026
Payment Terms: Net 30

Prepared For
City of Redlands
Aimee Hoover
ahoover@cityofredlands.org
909.798.7596

Prepared By
Paul Stahl
paul.stahl@dynatouch.com
Direct: (210) 240-9020
Office: (210) 828-8343

Subject: City of Redlands - BPK - Indoor and TTW - Qty 2 total

Line No.	Item & Description	Qty	Price	Ext. Price
1	Indoor BillPay Kiosk - White metal kiosk enclosure with black trim and LED lighting - Touchscreen Display - Windows 11 Pro - Barcode Scanner - Thermal Receipt Printer - Magstripe Card Reader - 1000 Note Bill Validator inside cash vault - Speakers - Camera	1	$ 17,570.00	$ 17,570.00
2	Through-the-Wall BillPay Kiosk - White metal kiosk enclosure with black trim and LED lighting - Rear access service door and monitor - Touchscreen Display - Windows 11 Pro - Barcode Scanner - Thermal Receipt Printer - Magstripe Card Reader - 1000 Note Bill Validator inside cash vault - Speakers - Camera	1	$ 21,950.00	$ 21,950.00
3	BillPay Kiosk Initial Configuration & Setup One time setup fee that includes an allowance for services to configure the HUG Bill Pay Kiosk for an existing Client's payment flow process. - Project Kickoff, Preliminary Design Discussions, Content Coordination - Solution Design & Implementation Planning - End User Testing & Support	2	$ 5,300.00	$ 10,600.00

Line No.	Item & Description	Qty	Price	Ext. Price
4	BillPay Kiosk Check Scanner Addition Check scanner and plate for Outdoor BillPay Kiosk enclosure	2	$ 1,889.00	$ 3,778.00
5	BillPay Kiosk Software and Support Package DynaTouch Warranty- 1 year of live help desk support and full hardware repair/replacement with on-site service. DynaTouch SaaS- 1 year of Kiosk Management Software and BillPay Kiosk Software with Administration Portal.	2	$ 7,392.00	$ 14,784.00
6	BillPay Kiosk Installation and Deployment - Indoor Kiosk Third party installation of an Indoor BillPay Kiosk. Includes installation and testing of components on site.	1	$ 1,696.00	$ 1,696.00
7	BillPay Kiosk Installation and Deployment - TTW Kiosk, Invoice Cloud Third party installation of Thru-The-Wall (TTW) BillPay Kiosk for customers with an Invoice Cloud integration. Includes installation and testing of components on site.	1	$ 1,696.00	$ 1,696.00
8	Shipping & Handling Shipping & Handling by DynaTouch	2	$ 1,050.00	$ 2,100.00
9	BillPay Kiosk Software and Support Package - Yr 2 DynaTouch Warranty- 1 year of live help desk support and full hardware repair/replacement with on-site service. DynaTouch SaaS- 1 year of Kiosk Management Software and BillPay Kiosk Software with Administration Portal. Pre-purchased 2nd year renewal.	2	$ 7,935.00	$ 15,870.00
10	BillPay Kiosk Software and Support Package - Yr3 DynaTouch Warranty- 1 year of live help desk support and full hardware repair/replacement with on-site service. DynaTouch SaaS- 1 year of Kiosk Management Software and BillPay Kiosk Software with Administration Portal. Pre-purchased 3rd year renewal.	2	$ 8,519.00	$ 17,038.00

Total (Base Period)	$ 74,174.00
Year 2 Option	$ 15,870.00
Year 3 Option	$ 17,038.00
Year 4 Option	
Year 5 Option	
Grand Total	**$ 107,082.00**

City Council **AGENDA ITEM NO. I16.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Sole Source Purchase and Software Support Services Agreement with LCPtracker, Inc., to furnish labor compliance review software and related services for an amount not to exceed $53,445.55 (Municipal Utilities and Engineering Director Heredia)

MOTION:

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

I move to approve a Sole Source Purchase and Software Support Services Agreement with LCPtracker, Inc., to furnish labor compliance review software and related services for an amount not to exceed $53,445.55.

RECOMMENDATION:

Staff recommends the City Council approve a Sole Source Purchase and Software Support Services Agreement with LCPtracker, Inc., for labor compliance review software and related services in the amount of $53,445.55 for an agreement term of four (4) years.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) utilizes labor compliance software and related services provided by LCPtracker, Inc. (LCP) to support compliance with prevailing wage requirements on Capital Improvement Projects (CIP). The current agreement with LCP is scheduled to expire on September 4, 2026. LCP provides a web-based labor compliance management system that enables contractors and subcontractors to submit certified payroll records and associated compliance documentation electronically. The system assists the City in monitoring prevailing wage compliance by verifying that appropriate wages and fringe benefits are paid, required deductions are made, apprentices are properly registered and supervised, and all required labor compliance information is accurately reported and maintained.

MUED has utilized LCPtracker continuously for the past nine (9) years as its labor compliance management platform and intends to continue its use to support prevailing wage compliance on City construction projects. A sole-source procurement is justified because LCPtracker is fully integrated into MUED's established labor compliance processes and contains over nine (9) years of historical certified payroll records, contractor information, and project data, which provide continuity, consistency, and efficient access for compliance monitoring, reporting, and audits. Procuring an alternative system would require significant staff time and resources to migrate historical data, reconfigure workflows, retrain City staff and contractors, which could disrupt ongoing labor compliance activities. Continuing with LCPtracker ensures uninterrupted operations, preserves institutional knowledge and historical records, minimizes implementation risks, and represents the most efficient and cost-effective solution for the City.

MUED staff are well-trained in the system and utilize it regularly as part of their daily operations. Consistent with the City's Purchasing Policy, staff recommends that the City Council approve a Sole Source Purchase and Software Support Services Agreement with LCP for labor compliance review software and related services in the amount of $53,445.55 for an agreement term of four (4) years.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Monica Heredia, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Kurt Wilson, Assistant City Manager
Danielle Garcia, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager
James Garland, Interim Finance Director

PREPARED BY:
Goutam Dobey, City Engineer

FISCAL IMPACT

Fiscal Year: FY 26/27

Budgeted Y/N: Yes

Account No.: 211400; 501900; 521900

Additional Appropriation Required: No

Discussion:

The total cost for all four (4) years of the term of the agreement is $53,445.55. The FY 26/27 and FY 27/28 MUED budgets include funding for the first two (2) years of this agreement, and future fiscal year budget requests will include funding for the third and fourth years of this agreement.

Attachments

A_Agreement_w_LCPTracker.pdf
B_Sole-single_Source_request_Form.pdf

LCPtracker, Inc.
Master Subscription Software as a Service Agreement

THIS MASTER SUBSCRIPTION SOFTWARE AS A SERVICE AGREEMENT **("Agreement")** is entered into as of September 5, 2026 (the **"Effective Date")** between LCPtracker, Inc., with a place of business located at 117 East Chapman, Orange, California 92866 **("LCPtracker")** and The City of Redlands, a municipal corporation and general law city with a place of business located at 35 Cajon Street, Redlands, CA 92373 and its Affiliates **("Client",** together with LCPtracker the **"Parties",** and each a **"Party").** The Parties agree as follows:

1. DEFINITIONS

a. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. Control, for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.
b. "Aggregated Statistics" means data and information related to Client's and Users' use of the Services that is used by LCPtracker in an aggregated, de-identified and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
c. "Applicable Law" means all US federal, state, and local laws, rules and regulations, ordinances, interpretive letters and other official releases of or by any US governmental authority, decrees, orders and codes as the same are amended from time to time and as are applicable to a Party's performance of its obligations under the Agreement, including any US applicable law relating to the privacy or processing, protection, collection, use, or disclosure of personally identifiable information as more particularly described in any such applicable law.
d. "Client Data" means all Client and User electronic information entered into the Services or otherwise provided from Client to LCPtracker pursuant to this Agreement.
e. "Documentation" means this Agreement, the applicable Product Schedule, and for the relevant Services the online user guides for them, accessible via login at LCPtracker online, and updated from time to time in LCPtracker's sole discretion.
f. "LCPtracker IP" means the Services, the Documentation, and any intellectual property provided to Client or any User in connection with the foregoing. For the avoidance of doubt, LCPtracker IP includes Feedback and Aggregated Statistics, as provided herein. Herein, "intellectual property rights" means any registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, or trade secret or intellectual property rights laws in any part of the world.
g. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
h. "Product Schedule" means the document(s) for placing orders hereunder signed by both Parties and made a part hereof. By entering into a Product Schedule hereunder, a Client Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. To be effective a Product Schedule must be signed by both parties to the Product Schedule.
i. "PII" means (i) information about an identified or identifiable individual or household as more particularly described in any Applicable Law in any way relating to privacy and the protection, collection, use, disclosure or distribution of personally identifiable information, including without limitation to the generality of the foregoing, personally identifiable healthcare information or personally identifiable financial information, or (ii) where no Applicable Law applies, means any information that by itself or when combined with other information (such as, but not limited to, names, addresses, telephone numbers, e-mail addresses, credit card number, demographic information, static IP address and government issued identification number) can be used to identify a specific living natural person or household.
j. "Services" means any LCPtracker software as a service products and related services that are ordered by Client under a Product Schedule and made available by LCPtracker online via the Client login or otherwise. "Services" excludes non-LCPtracker applications or software of any kind.
k. "Service Fees" means the fees payable for the Services that are chosen in the applicable Product Schedule.
l. "Subscription Term" means the applicable term as set forth on the applicable Product Schedule for the Services.
m. "Third-Party Products" means any third-party products that Client or a User uses to connect with the Services.
n. "Users" means persons who are authorized by Client to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by Client or by Users. Client must ensure that Users not share their user identification or passwords and further protect them. Users may include but are not limited to Client and its Affiliates' employees, consultants, contractors and agents and use is

solely for the benefit of Client/User in connection with the project detailed in the Product Schedule.

2. SERVICES

2.1. Provision of Services. Subject to and conditioned on Client's and its Users' compliance with the terms and conditions of this Agreement, LCPtracker hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 2.3) revocable right to access and use the Services during the applicable Subscription Term solely for use by Client and Users in accordance with the Documentation for their internal business purposes. Client agrees that Client's access to Services hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral/written public comments made by LCPtracker regarding future functionality/features. LCPtracker hereby grants to Client for the applicable Subscription Term a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 2.3) and revocable license to use the relevant Documentation and any other manuals, instructions, or other materials that LCPtracker makes available to Client which describe the features/requirements of the Services solely for Client's internal business purposes in connection with its permitted use of the Services. LCPtracker will make available by telephone, email, and live chat all qualified personnel necessary from 5:00 am PST to 5:30 pm PST, Monday through Friday, excluding all Federal holidays and discretionary LCPtracker internal training days (no more than two training days a year) in order to provide technical problem resolution.

2.2. Limitations. Client will not (and will not permit any third party or User to): (i) modify (except as expressly permitted under the applicable Product Schedule), port, translate, localize or create derivative works based on the Services, (ii) use, copy, sell, rent, lease, market, distribute or sublicense the Services except as otherwise specifically permitted hereunder; (iii) reverse engineer, decompile, or disassemble the Services; (iv) access the Services in order to build or contribute to a competitive product or service, (v) access the Services in any manner that violates any intellectual property right of a third party, (vi) remove, or allow to be removed, any LCPtracker proprietary rights notice from any LCPtracker product, (vii) disclose the results of performance tests run on the Services to any third party without LCPtracker's prior written consent, (viii) make the Services available to anyone other than Users, (ix) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (x) use the Services to store or transmit Malicious Code, (xii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (xiii) attempt to gain unauthorized access to the Services or their related systems or networks. This Agreement grants no additional express or implied license, right or interest in any copyright, patent, trade secret, trademark, invention or other intellectual property right of LCPtracker that is not expressly granted herein. Client shall; (a) be responsible for the administration of User identifications and passwords and Users' compliance with this Agreement and shall require Users to acknowledge their understanding of and compliance with the restrictions and responsibilities related to the use of the Services, including, without limitation, protecting their User identification and passwords and compliance with all Applicable Laws; (b) use their best efforts to prevent unauthorized access to or use of the Services, and notify LCPtracker promptly of any unauthorized access or use, and (c) use the Services only in accordance with the Documentation and Applicable Laws. If Client becomes aware of any actual or threatened activity prohibited by this Section, Client shall, and shall cause its Users to, immediately: (A) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services); and (B) notify LCPtracker immediately in writing of any such actual or threatened activity.

2.3. Users. Client may permit any number of Users (unless otherwise set forth in the applicable Product Schedule) to use the Services; (i) in accordance with the terms of the applicable Product Schedule and the Documentation, and (ii) through a unique and reasonably secure username and password. If a two-factor authentication login system is provided, it is required to be used. Client is responsible to ensure that its Users comply with all the same obligations regarding use of the Services that it is bound by hereunder. Client is solely responsible for the activity that occurs on all associated User accounts. Users are required to keep their user account, username, and password secure. Client must notify LCPtracker immediately of any breach of security or unauthorized use of any User's account. LCPtracker shall not be responsible for any losses arising out of the loss or theft of user information transmitted from or stored on a computer or device or from unauthorized or fraudulent transactions. If there is a security incident caused due to a failure of Client or its Users to follow the requirements of this Agreement, LCPtracker will use its best reasonable endeavors to help mitigate any damage, however there will be charges for such services at the then applicable rate charged by LCPtracker.

2.4. Use of Services. Client is solely responsible for its and its Users' compliance with all Applicable Law in the use of the Services and LCPtracker shall have no liability for Client's or its Users' input of data or use of the Services. Client agrees that Client (a) will confirm the accuracy of any bulk upload/API/data migration/auto-geo assignment integration into the LCPtracker system, and (b) further understands that bulk uploads/API/data

migration/auto-geo assignments are effective only as of the date of the upload(s)/migration(s). It is Client's responsibility to provide updated data to LCPtracker. Client accepts that auto-geo assignments are automatically corrected by Microsoft based upon the co-ordinates in the Keyhole Markup Language (KML) file supplied by Client to LCPtracker, and further the accuracy of data subject location has some inaccuracy due to combining pure mapping co-ordinates (or deficiencies within those co-ordinates) with residential locations. Client agrees to not directly send any PII by email or otherwise (to LCPtracker outside of the LCPtracker SaaS Services product offering) without prior written approval from the LCPtracker Director of Client Services.

2.5. Changes. LCPtracker reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of LCPtracker's services to its customers; (ii) the competitive strength of or market for LCPtracker's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with Applicable Law. If any of such changes materially adversely impact Client's use of the Services the Client may terminate and receive a pro rata refund from said date of termination.

2.6. Data Backup. The Services are programmed to perform routine data backups as set out in LCPtracker's backup policy in effect from time to time (the **"Backup Policy").** In the event of any loss, destruction, damage, or corruption of Client Data for any reason, LCPtracker will, as its sole obligation and liability and as Client's sole remedy, restore the Client Data from LCPtracker's then most current backup of such Client Data in accordance with the then current Backup Policy. It is the Client and the Users responsibility to maintain their own back-ups of their original data for the required statutory periods.

2.7. Client Control and Responsibility. Except for access and use by LCPtracker or those for which it is responsible, Client has and will retain sole responsibility for: (a) all Client Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Client or any User in connection with the Services; (c) Client's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Client or through the use of third-party services **("Client Systems");** (d) the security and use of Client's and its Users' access credentials; and (e) all access to and use of the Services directly or indirectly by or through the Client Systems or its or its Users' access credentials, with or without Client's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

2.8. Data Privacy. The Parties agree that, between the Parties, Client shall serve as the business or controller and LCPtracker shall serve as the service provider or processor, as those terms are defined under Applicable Law.

LCPtracker, as a service provider on behalf of Client, shall not access, use, process or retain Client Data containing PII for any business or commercial purpose except as necessary to perform its obligations under this Agreement and the applicable Product Schedule except in strict accordance with the written instructions of Client, or as otherwise required for LCPtracker to meet its own legal obligations under Applicable Law. Notwithstanding the foregoing, LCPtracker may use, disseminate, and otherwise process deidentified or aggregated Client Data to the full extent allowed under Applicable Law and pursuant to its own discretion. LCPtracker shall use reasonable endeavors to notify Client in the event that it receives any consumer rights requests under Applicable Law, if the requestor informs LCPtracker of the relevant employing entity who is also the Client, and the Client shall have the sole responsibility in responding to such requests, and also for ensuring the requestor's identity. Client has the right to take commercially reasonable steps (as agreed between the Parties) to ensure LCPtracker's compliance with Applicable Law. LCPtracker will notify Client if it makes a determination that it can no longer meet its obligations under Applicable Law. Client is granted the right, upon notice, to take reasonable and appropriate steps to stop and remediate LCPtracker's unauthorized use of personal information.

2.9. Start Up Timing. For Start Up activities for any of the LCPtracker Professional, Daily Reporter & OnSite modules, associated implementation and training activities initiated by LCPtracker account services team must have Client consistent engagement (i.e., attending meetings, making database configuration decisions, etc.) within the timeframes indicated below or Start Up fees (at the then applicable published rate) will be due to be paid again by Client to LCPtracker in order for those Start-Up services detailed above to be provided:

a) Basic – Implementation and training activities must result in Client consistent engagement within 90 days of LCPtracker account services initiation.

b) Standard – Implementation and training activities must result in Client consistent engagement within 180 days of LCPtracker account services team initiation.

c) Select – Implementation and training activities must result in Client consistent engagement within 365 days of LCPtracker account services team initiation.

3. FEES AND PAYMENT FOR SERVICES

3.1. Service Fees. Except as otherwise specified herein or in the Product Schedule, payment obligations are non-cancelable, and Service Fees paid are non-refundable (except as expressly stated herein or a Product Schedule).

Service Fees are based on the start date as set forth in the Product Schedule and shall continue for the Subscription Term. All undisputed amounts payable to LCPtracker under this Agreement shall be paid by Client to LCPtracker in full when due without any setoff, deduction, or withholding for any reason.

3.2. Invoicing and Payment. If required by Client, Client may provide LCPtracker with a valid purchase order or alternative document reasonably acceptable to LCPtracker, provided that no terms contained on Client's purchase order or alternative document will serve to modify the terms of this Agreement or the applicable Product Schedule. Unless otherwise stated in the Product Schedule, payment is due by check to the address listed above for LCPtracker net 30 days from the date of the applicable invoice.

3.3. Overdue Payments. If any Service Fees are not received from Client by the applicable due date, and provided Client does not cure the same within thirty (30) days following receipt of LCPtracker's written notice of the same, then at the sole discretion of LCPtracker (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law if such rate is higher, from the date such payment was due until the date paid, and/or (b) LCPtracker may without limiting its other rights and remedies, suspend Client's access to the Services until payment is made in full. LCPtracker will give Client at least thirty (30) business days' prior written notice that Client account is overdue, in accordance with Section 11.1 (Notices), before suspending the Services to Client.

3.4. Payment Disputes. If Client provides written notice to LCPtracker of a dispute about any portion of an invoice prior to the applicable payment due date, LCPtracker shall not exercise its rights under Section 3.3 provided Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

3.5. Taxes. Unless otherwise stated, Service Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, **"Taxes").** Client is responsible for paying all Taxes, if any, associated with Client purchases hereunder, other than those based on LCPtracker's income. If LCPtracker has the legal obligation to pay or collect Taxes for which Client is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Client, unless Client provides LCPtracker with a valid tax exemption certificate authorized by the appropriate taxing authority or whatever other relevant tax information or affidavit that LCPtracker may reasonably require.

3.6. Auditing Rights and Required Records. Periodically LCPtracker performs audits of project "Budget" fields to ensure accuracy and may reach out to Client to confirm the project "Budget" amounts accuracy. Failure by Client to satisfactorily respond properly within thirty (30) days to a request for information in relation to any such audit will allow LCPtracker to adjudicate that labor wages will account for 25% of the supplied project "Budget" amount and amend the relevant "Budget" amount accordingly in the Services for billing purposes. Client will be free to dispute this value with LCPtracker by providing accurate information in relation to Construction Capacity or Construction Award/Project Total at any time.

3.7. Updates and Upgrades. Software/Services "Updates" (i.e., minor enhancements, additions, and substitutions to Services, including corrections and bug fixes) are provided at no additional fee, if made commercially available by LCPtracker. "Upgrades" (i.e., modifications, additions or substitutions that result in a substantial change, improvement or addition to Software – i.e., addition of a new module), if made commercially available by LCPtracker, may be subject to an additional fee, if applicable. The determination of whether a matter involves an Update, or an Upgrade is within the sole discretion of LCPtracker.

4. PROPRIETARY RIGHTS

4.1. Reservation of Rights. The Services are not sold to Client or any third party. LCPtracker reserves all rights, title, and interest in and to Services and its underlying software covered by this Agreement, including but not limited to all related intellectual property rights. No rights are granted to Client hereunder (whether by waiver, implication, estoppel, or otherwise) other than as expressly set forth herein or a Product Schedule for the Term.

4.2. Additional Purchases and Affiliate Use. Client or Client Affiliates may, at additional cost, purchase access to other LCPtracker products by entering into new Product Schedules. Unless otherwise stated in the applicable Product Schedule, Client shall be and remain jointly and severally liable for any such Affiliates' obligations under this Agreement. Limitations of liability contained in this Agreement apply to Client and any Affiliates together and not separately.

4.3. Feedback and Aggregated Statistics. Any suggestions, enhancement requests, forms created, recommendations or other feedback relating to the operation/provision of the Services provided by Client, including by Users, or worked on by LCPtracker and Client/Users **("Feedback"),** during and after the Term is and remains the intellectual property of LCPtracker and LCPtracker has all rights therein to exploit and commercialize any Feedback as LCPtracker chooses without compensation or other consideration to Client or any Users. LCPtracker is not required to use any Feedback. Notwithstanding anything to the contrary in this Agreement, LCPtracker may monitor Client and Users use of the Services and collect and compile Aggregated Statistics. As

between LCPtracker, the Client and its Users, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LCPtracker without compensation or other consideration to Client. Client acknowledges that LCPtracker may compile Aggregated Statistics based on Feedback. Client agrees that LCPtracker may (i) make Aggregated Statistics publicly available in compliance with Applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under Applicable Law, provided that such Aggregated Statistics do not identify the Client's or Users' Confidential Information. If Client receives Aggregated Statistics generally from LCPtracker, Client agrees not to attempt to re-identify any such Aggregated Statistics. All Users of Services may be contacted by LCPtracker with information about LCPtracker/payroll/compliance/benefits related events, services or products, and they will be given the opportunity to opt-out of any such communications.

4.4. Client Data. LCPtracker acknowledges that, as between LCPtracker and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LCPtracker a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for LCPtracker to provide the Services to Client, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use Client Data within the Aggregated Statistics and Feedback. LCPtracker is not responsible for any errors due to inaccurate information provided by Client or Users.

5. CONFIDENTIALITY

5.1. Definition of Confidential Information. As used herein, **"Confidential Information"** means all information disclosed by a Party **("Disclosing Party")** to the other Party **("Receiving Party"),** in writing, that is expressly marked as "confidential". Without prejudice to the generality of the foregoing Confidential Information shall include business and marketing plans, technology and technical information, product plans and designs, and business processes expressly marked "confidential" disclosed by a Party, but shall exclude this Agreement and any exhibits, schedules or attachments. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without access or reference to the Disclosing Party's Confidential Information.

5.2. Protection of Confidential Information. The Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care).

5.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by subpoena, court order or under applicable law to do so; provided the Receiving Party make best efforts to give the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Any compelled disclosure by Receiving Party shall not be a breach of this paragraph 5.

6. WARRANTIES AND DISCLAIMERS

6.1. Warranties. LCPtracker warrants that (i) LCPtracker has validly entered into this Agreement, (ii) the Services shall perform materially in accordance with the Documentation, (iii) LCPtracker will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and (iv) LCPtracker will not transmit Malicious Code to Client, provided it is not a breach of this subpart (iv) if Client or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty in this Section, Client's exclusive remedy shall be as provided in Section 10.1 and Section 10.4. **LCPTRACKER STRICTLY DISCLAIMS ALL LIABILITY, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS NOT PROVIDED BY LCPTRACKER.**

6.2. Client Warranties. Client represents and warrants that (i) Client has validly entered into this Agreement, (ii) Client has collected all PII in accordance with all Applicable Law, including in relation to the provision of any notice and for obtaining any consent required under any Applicable Law, contract, or privacy policy in connection with Client's provision of PII into the Services to LCPtracker under this Agreement, (iii) Client has all sufficient and necessary rights to transfer PII into the Services to LCPtracker under this Agreement, (iv) Client has the rights to use the data in the Services in the manner it chooses to utilize the Services; and (iv) Client will follow best practices in relation to data security. Client acknowledges that Client is solely responsible for the content uploaded into the Services and warrants that Client shall comply with all Applicable Law in its use of the Services and shall require all Users to acknowledge and agree to comply with Applicable Law, any applicable User terms of service or privacy

policy, and the requirements of this Agreement in the same way as they apply to Client.

6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE SERVICES ARE PROVIDED "AS IS" AND LCPTRACKER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LCPTRACKER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES WILL, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. FURTHERMORE, SERVICES AND OTHER MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND LCPTRACKER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY. IN THAT CASE SUCH WARRANTIES ARE LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY LAW.NO WARRANTIES APPLY AFTER THAT PERIOD.

6.4. LCPTRACKER PROVIDES NO LEGAL OR ACCOUNTING ADVICE. LCPTRACKER SERVICES ARE SOLELY TO HELP CLIENT ADVISORS REVIEW CONSTRUCTION PROJECT ACTIVITY AND LCPTRACKER TAKES NO RESPONSIBILITY FOR ANY NEGATIVE TAX OUTCOMES ANY CLIENT OR THEIR CUSTOMERS MAY ENCOUNTER. CLIENTS, AND/OR PERSONS OR ENTITIES THAT THEY PERFORM SERVICES FOR, MUST PERFORM THEIR OWN DILIGENCE PURSUANT TO THE ADVICE OF THEIR TAX AND LEGAL COUNSEL IN FILING TAXES. LCPTRACKER DOES NOT TRACK ASSESSED PENALTIES FOR FAILURE TO CORRECTLY CONFORM TO APPLICABLE PREVAILING WAGE OR APPRENTICESHIP REQUIREMENTS AS PART OF ITS SERVICES.

7. MUTUAL INDEMNIFICATION

7.1. Indemnification by LCPtracker. LCPtracker shall defend Client against any claim, demand, or proceeding made or brought against Client by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the US intellectual property rights of such third party in respect of the Services (a **"Claim Against Client"),** and shall indemnify and hold harmless Client for any damages, reasonable attorneys' fees and costs, if any, finally awarded against Client as a result ofand for amounts paid by Client under a court-approved Claim Against Client; provided that Client (a) makes reasonable efforts to promptly provides LCPtracker written notice of the Claim Against Client; (b) allows LCPtracker sole control of the defense and settlement of the Claim Against Client (provided that LCPtracker may not settle any Claim Against Client unless the settlement unconditionally releases Client of all liability); and (c) provides to LCPtracker all reasonable assistance, at LCPtracker's expense. In the event of a Claim Against Client, or if LCPtracker reasonably believe the Services may infringe or misappropriate a third party's intellectual property rights, LCPtracker may, in LCPtracker's sole discretion and at no cost to Client, (x) modify the Services so that they are no longer infringing, without breaching LCPtracker warranties under Section 6.1 above, (y) obtain a license for Client's continued use of the Services in accordance with this Agreement, or (z) if LCPtracker determines that neither of the foregoing is commercially practicable and if Client is not permitted to continue using the Services, then this Agreement will terminate with respect to such infringing Services, and Client shall be entitled to recover from LCPtracker an amount equal to a pro-rated portion of the applicable prepaid Service Fees paid for the Services for the remaining Subscription Term for the applicable Services. LCPtracker shall have no liability for any infringement claim based on Client Data, or Client's or its Users' use of the Services in a manner not permitted hereunder, where such claim would not arise but for such Client Data or Client's or its Users' unauthorized use of the Client Data or the Services. LCPtracker will not be held responsible for actions outside its reasonable control and retains all its defenses at law and at equity.

7.2. Indemnification by Client. Unless prevented by Applicable Law, including without limitation any governmental immunity afforded to Client, Client shall indemnify, hold harmless, and, at LCPtracker's option, defend LCPtracker, it's directors, officers and employees against any claim, demand, suit or proceeding made or brought against LCPtracker by a third party alleging that Client Data, or Client's or its Users' use of the Services in a manner not permitted hereunder, (i) infringes or misappropriates the intellectual property rights of a third party, (ii) violates Applicable Law, including, without limitation, a Client's breach of Section 6.2(iii) (together with Section 7.2(i), a "Claim Against LCPtracker") and (iii) breach by Client of Section 2.2, and shall indemnify LCPtracker for any damages, attorney fees and costs finally awarded against LCPtracker as a result of, or for any amounts paid

by LCPtracker under a court-approved settlement of, a Claim Against LCPtracker; provided that LCPtracker (a) promptly gives Client written notice of the Claim Against LCPtracker; (b) gives Client sole control of the defense and settlement of the Claim Against LCPtracker (provided that Client may not settle any Claim Against LCPtracker unless the settlement unconditionally releases LCPtracker of all liability); and (c) provides to Client all reasonable assistance, at Client expense.

7.3. Exclusive Remedy. This Section 7 states the indemnifying party's ENTIRE liability to, and the indemnified party's exclusive remedy against, the other party for any type of INDEMNIFIED claim described in this SECTION.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL LCPTRACKER BE LIABLE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT WITH THE CLIENT UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; (b) LOST REVENUES; (c) LOSS OF GOODWILL OR REPUTATION; (d) LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA; OR (e) COST OF REPLACEMENT SERVICES, IN EACH CASE REGARDLESS OF WHETHER CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE FORESEEABLE. EXCEPT FOR LCPTRACKER'S DEFENSE AND INDEMNIFICATION OBLIGATION TO CLIENT AS SET FORTH IN SECTION 7 ABOVE, IN NO EVENT WILL LCPTRACKER'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, AND/OR IN ANY WAY CONNECTED WITH THE PROVISION OF THE SERVICES, UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED IN TOTAL THE GREATER OF $50,000 OR THE AMOUNTS PAID BY CLIENT FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT THAT GAVE RISE TO THE LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE LIMITATION OF LIABILITY SET FORTH HEREIN HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR LCPTRACKER TO ENTER INTO THIS AGREEMENT AND THAT LCPTRACKER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT OR ANY AGREEMENT BUT FOR THE LIMITATIONS OF LIABILITY AS SET FORTH HEREIN. THIS LIMITATION OF LIABILITY IS SHARED BETWEEN ALL AFFILATES AND CLIENT.

9. TERM. This Agreement commences on the Effective Date hereof and continues until termination of all Product Schedules as provided below, or termination of this Agreement as provided herein, whichever occurs first. Except as otherwise specified in the applicable Product Schedule, all Subscription Terms shall automatically renew for subsequent additional like periods (each a **"Renewal Term"** and collectively, the **"Term")** unless either Party gives the other Party notice of non-renewal at least sixty (60) days before the end of the then current applicable Subscription Term.

10. TERMINATION

10.1 Termination for Cause. (a) Either Party may terminate a Product Schedule for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, (ii) Client is at any time during the Term in a competitive relationship with LCPtracker, or (iii) if there is a Service Suspension which is not in the opinion of LCPtracker commercially reasonably or practically capable of being cured. (b) LCPtracker may terminate (effective upon notice to the Client) for a breach of Section 2.

10.2. Termination for Discontinuance. LCPtracker may, with no liability to the Client (except a pro rata refund of applicable Service Fees) or the Users, also terminate this Agreement and/or any applicable Product Schedule(s) to the extent LCPtracker discontinues any Services upon one hundred and eighty (180) days prior written notice to Client.

10.3. Effect of Termination. Upon termination of a Product Schedule or this Agreement for any reason, Client's (and any Users') right to continue using the Services under the applicable Product Schedule(s) shall immediately cease and Client shall destroy or return (as directed by LCPtracker) all Confidential Information related to such Product Schedule. A termination of a Product Schedule hereunder does not affect any other remaining Product Schedule(s) hereunder which shall remain subject to the terms of this Agreement unless such Product Schedule(s) are terminated in accordance with the terms hereof or unless the Agreement is terminated. Upon request from Client in writing upon termination of this Agreement, LCPtracker shall promptly delete all Client Data in the Services (in accordance with LCPtracker normal back-up procedures, but any Client Data not deleted due to a back-up procedure will not be kept for longer than six (6) months in the event of a request for deletion, and during that time LCPtracker's obligations under this Agreement for confidentiality will continue to apply). Client acknowledges that if the Client Data is requested to be returned, Client will incur the applicable fees for the requested extract format as set forth on LCPtracker's then current price list. Notwithstanding the foregoing, Client may elect to download the Client Data at any stage during the Term. If a portable drive is requested at a charge

from LCPtracker, Client accepts the risk of damage or loss of this drive during transit.

10.4. Refund or Payment upon Termination. Upon any termination under Section 10.1(a)(i) where LCPtracker is in material uncured default, or (b) a termination under Section 10.5(i)(e), or (c) Section 10.5(ii), LCPtracker shall refund Client any prepaid Service Fees covering the prorated remainder of the applicable yearly period of the Subscription Term within thirty (30) days after the relevant effective date of termination. Upon any other termination, Client shall remain obligated for any unpaid Service Fees or earlier received Service Fees covering the remainder of the Subscription Term.

10.5. Service Suspension. Notwithstanding anything to the contrary in this Agreement, LCPtracker may temporarily suspend Client's and any User's access to any portion or all of the Services if: (i) LCPtracker reasonably determines that (a) there is a threat or attack on any of the LCPtracker IP; (b) Client's or any User's use of the LCPtracker IP disrupts or poses a security risk to the LCPtracker IP or to any other customer or vendor of LCPtracker; (c) any User is using the LCPtracker IP for fraudulent or illegal activities; (d) subject to Applicable Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (e) LCPtracker's provision of the Services to Client or any User is (x) prohibited by Applicable Law, or (y) deemed by LCPtracker to be commercially unfeasible due to Applicable Law; (ii) any vendor of LCPtracker has suspended or terminated LCPtracker's access to or use of any third-party services or products required to enable Client to access the Services; or (iii) in accordance with Section 3.3 (any such suspension described in subclause (i), (ii), or (iii) of this Section 10.5, a **"Service Suspension").** LCPtracker will have no liability for any liabilities or any other consequences that Client or any User may incur as a result of a Service Suspension except as provided above in Section 10.4.

11. GENERAL PROVISIONS

11.1. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the permissions granted hereunder will be instituted exclusively in the the courts of the State of California in each case located in the San Bernardino County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Parties agree that the United Nations Convention on Contracts for the International Sales of Goods is expressly excluded from this Agreement.

11.2. Notices. Any notice required or permitted to be delivered pursuant to this Agreement, and any permission and approval required hereunder shall, unless otherwise provided herein, be in writing and shall be deemed to have been given: (i) upon delivery, if delivered in person, (ii) upon electronic confirmation of delivery if sent by electronic mail, or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid, in each case addressed to the addressee set out in the first paragraph of this Agreement or to such other address as may be specified by either Party hereto upon notice given to the other Party in accordance with this Section. Certain LCPtracker updates regarding the Services are provided to Client at www.lcptracker.com/status. Notwithstanding the foregoing, routine daily notices and updates pursuant to the Product Schedule may be sent via email address on file that Client provides for contact.

11.3. Severability. If a provision of the Agreement or portion thereof is found to be invalid, illegal, or unenforceable under Applicable Law, it shall not invalidate or render unenforceable the remainder of such provision or the remaining provisions of the Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner.

11.4. Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Client shall not access or use Services in violation of any U.S. export law or regulation.

11.5. Anti-Corruption. Each Party acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other Party employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction. If either Party learns of any violation of this restriction, such Party will promptly notify the other Party in writing.

11.6. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. LCPtracker will reach out from time to time with opportunities to Client in relation to other LCPtracker product opportunities and Client consents to this. No employee, director, or officer of LCPtracker shall be held personally liable as a result of the Services provided under this Agreement. There are no third-party beneficiaries to this Agreement.

11.7. Waiver. No failure or delay by either Party in exercising any right or partial right, remedy, power or privilege under this Agreement shall constitute a waiver of that right, remedy, power or privilege.

11.8. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Product Schedules), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all of its assets not involving a direct competitor of the other Party, provided that the assignee agrees in writing to be bound by the terms of this Agreement and has sufficient funds to discharge the assignor's liabilities hereunder. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party and payment of all sums owing under the terms of this Agreement.

11.9. Entire Agreement. This Agreement, including all exhibits and all Product Schedules, constitutes the entire agreement between the Parties and supersedes and replaces all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter, including any agreements concerning obligations of confidentiality between the Parties. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted, and in order to effectively amend the terms of this Agreement, any amendment must specifically call out the Section of this Agreement to be amended.

11.10. Counterparts. This Agreement and any Product Schedule hereunder may be executed in one or more counterparts; each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.11. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to pay Service Fees hereunder by Client), if and to the extent such failure or delay is caused by an event of Force Majeure ("Force Majeure" hereunder means any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, strikes, lockouts, cessation of labor, trade disputes, breakdowns, accidents of any kind which are beyond the reasonable control of a Party, or passage of law or any action taken by a governmental or public authority, which makes it commercially unreasonable to continue to have this Agreement in force). Either Party shall promptly notify the other Party upon becoming aware of a circumstance of Force Majeure, such notice to contain the details and nature of the circumstances giving rise to the Force Majeure event, including the anticipated extent of the delay and planned remedy. For clarity, a Force Majeure event shall not relieve or excuse one Party from its obligations hereunder in the event that such obligations are not directly affected by such Force Majeure event.

11.12. Equitable Relief. Client acknowledges and agrees that a breach or threatened breach by Client of any of its obligations under Section 2.2, would cause LCPtracker irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, LCPtracker will be entitled to seek equitable relief from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

11.13. Dispute Resolution. If any dispute arises between the Parties in respect of this Agreement, a Party must: (a) issue a written notice to the other Party notifying such other Party of the existence of a dispute; and (b) use good faith efforts to resolve the dispute through negotiation before filing an action in court.

[See next page for Signatures]

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement effective as of the Effective Date defined above.

LCPTRACKER, INC.	**CITY OF REDLANDS**
By: _____	**By:** _____
Name: Kris Vincil	**Name:** Mario Saucedo
Title: Vice President of Customer Success	**Title:** Mayor
Date: _____	**Date:** _____
	Attest:
	By: _____ Jeanne Donaldson, City Clerk

BULK PROJECT PRICING PRODUCT SCHEDULE, dated as of September 5, 2026 ("Product Schedule"), to the Master Subscription Software as a Service Agreement, dated as of September 5, 2026 (the "Agreement") between LCPtracker and Client

Terms not defined herein shall have the meaning ascribed to them in the Agreement unless a new definition is provided herein. The address for invoicing the Client is by email at accountspayable@cityofredlands.org Attn: Accounts Payable (Misty) (Client shall notify LCPtracker in writing at least thirty (30) days in advance of any changes to the Client's invoicing contact information.) Both parties hereto that LCPtracker is providing access to the following Services subject to the terms and conditions of the Agreement and this Product Schedule as follows:

A. SERVICES Subscription Term is one (1) year, with (3) one-year extendable terms beginning on the date of this Product Schedule.

LCPtracker Pro - Pricing

Bulk Project Pricing - Annual Access Service Fee	Term	2026 - 2030 Service Fee
Capacity: Up to $25 million Bulk project Annual Access Service Fee for access to LCPtracker Professional comprising: • Unlimited administrative Users at no cost to Client • Unlimited contractor Users at no cost directly to Client	9/5/26 – 9/4/27	$12,400.00
• Administrator phone, email, and Live Chat/FAQ/Chatbot technical software support as needed (not training).	9/5/27– 9/4/28	$13,020.00
• Contractor email and Live Chat/FAQ/Chatbot technical software support as needed (not training).	9/5/28 – 9/4/29	$13,671.00
• Unlimited administrator and registered contractor User access to on-demand, pre-recorded web training videos during the Term.	9/5/29 – 9/4/30	$14,354.55
Fixed Annual Multiple Projects Fee Option This is a flat rate annually priced package for a one-year commitment for LCPtracker Professional Services.		
TOTAL SERVICE FEES*		**$53,445.55**

Optional Services		
Wage (prevailing, union or living) Data Entry Pricing that are not under CA DIR:	Hourly	$125

***Sales tax will be added per your state law at final invoicing.**

B. BULK PROJECT PRICING TABLE

Bulk Project Service Fee (2026 Standard Pricing) for Administrator access to the Services (upon reaching the applicable tier) any year of the Subscription Term			
Construction Capacity in the relevant yearly period of the Subscription Term	**LCPtracker Professional Annual Access Service Fees**	**Daily Reporter Add-on Module Annual Access Service Fees**	**Onsite Add-on Module Annual Access Service Fees**
Up to $5 million	$4,250	$2,230	$1,900
Up to $10 million	$8,000	$4,100	$2,300
Up to $25 million	$12,400	$6,200	$2,400
Up to $50 million	$21,000	$10,600	$3,200
Up to $100 million	$29,000	$14,600	$3,800
Up to $200 million	$37,700	$18,900	$4,300
Up to $300 million	$46,700	$23,400	$5,000
Up to $400 million	$55,000	$27,600	$5,700
Up to $500 million	$62,700	$31,400	$6,400
Up to $750 million	$72,900	$36,500	$7,200

Up to $1 billion	$82,600	$41,400	$8,000
Up to $2 billion	$94,100	$47,200	$8,900
Up to $3 billion	$112,900	$56,600	$10,800
Up to $4 billion	$130,500	$65,400	$12,600
Up to $6 billion	$166,300	$83,400	$16,100
Up to $8 billion	$200,000	$100,200	$18,600
Up to $10 billion	$234,000	$117,000	$22,200
Up to $12 billion	$264,000	$132,000	$24,900
Up to $14 billion	$285,000	$142,500	$26,800
Up to $16 billion	$305,000	$152,500	$28,400
Up to $18 billion	$323,000	$161,500	$30,100
Up to $20 billion	$340,000	$170,000	$31,300
Up to $22 billion	$360,000	$180,000	$32,800
Up to $24 billion	$372,000	$186,000	$33,500
Up to $26 billion	$390,000	$195,000	$34,800
Up to $28 billion	$406,000	$203,000	$35,800
Up to $30 billion	$420,000	$210,000	$36,600
Up to $35 billion	$472,500	$236,300	$40,700
Up to $40 billion	$520,000	$260,000	$44,200
Up to $45 billion	$562,500	$281,300	$47,300
Up to $50 billion	$600,000	$300,000	$49,800

**"Construction Capacity" means the value of construction calculated by adding the correct total (not just labor costs) updated construction bid award value of all active ("Open/Active") projects in the Client's account (which sum also includes all accounts in their Affiliate's' accounts) in the Licensed Software Services. The value of projects marked as "Open/Active" within the Services for the Client is determined by the accurate total of project Budget amounts including change orders. This calculation is done monthly by LCPtracker. If a project is closed and no longer marked "Active", the project will no longer be counted in that month's open active projects.

C. CONSTRUCTION CAPACITY

(a) The original winning bid amount for Client's construction project must be provided by Client to LCPtracker so it may be entered accurately in the relevant project "*Budget*" field in the LCPtracker Professional services platform. The winning bid amount must be updated by Client if change orders exceed twenty-five percent (25%) of the original total project winning bid amount for the relevant project (through written requests to LCPtracker Support Department – support@LCPtracker.com).

(b) Failure by Client or their Affiliates to accurately update LCPtracker Support Department of changes to the "*Budget*" field will be a material breach under the Agreement and does not remove the Client's obligation to pay for Services based on an accurate "*Budget*" field. If a project is completed and closed (responsibility of Client to perform to avoid being billed for it), the project will no longer be counted in that month's open active projects for billing.

(c) Periodically LCPtracker performs audits of project "*Budget*" fields to ensure accuracy and may reach out to Client to confirm the project "*Budget*" amounts accuracy. Failure by Client to satisfactorily respond within sixty (60) days to a request for information in relation to any such audit will allow LCPtracker to adjudicate that labor wages will account for twenty-five percent (25%) of the supplied project "*Budget*" amount and amend the relevant "*Budget*" amount accordingly in the Services for billing purposes. Client will be free to dispute this value with LCPtracker by providing accurate information in relation to Construction Capacity at any time.

D. PAYMENT TERMS

(a) Service Fees due under this Product Schedule are due on the date hereof or on the yearly anniversary hereof unless provided otherwise.

(b) Service Fees for access to the Services detailed above will change if one of the following events occurs: (i) If the sum of all "*Budget*" amounts for projects entered in LCPtracker during the then current year of the Subscription Term exceeds the Construction Capacity tier purchased (Client will be invoiced for an amount equal to the difference between the Construction Capacity tier provided for that year of the Subscription Term and the cost tier for which the current Construction Capacity applies, prorated for the number of months remaining in the then current year of the Subscription Term. This invoice shall be due and payable upon receipt. The new rate will then be applicable to the immediately following year of the Subscription Term), (ii) The Construction Capacity increases beyond the previously purchased tier on the annual anniversary of this Product Schedule, or (iii) A notice is given to Client pursuant to Section D(d) below.

(c) Service Fees for optional additional services to be included into the Services shall be invoiced and due upon delivery of the applicable service at the then current pricing of LCPtracker, unless any such Service exceeds thirty (30) days, then invoices will be rendered at the end of each month and payable upon receipt thereof by Client by email.

(d) The prices and terms of this Product Schedule are subject to change at the sole discretion of LCPtracker. A thirty (30) day notice will be provided to Client of such changes by an email to the Client contact but changes to annual Service Fees will only become effective to Client on said renewal date.
(e) If Client has no active projects at the time of a yearly renewal and Client wishes to keep its account open (in such case the then current LCPtracker active database fee shall apply).
(f) The LCPtracker privacy policy at (https://lcptracker.com/privacy-policy-for-lcptracker) describes how LCPtracker stores and treats your information.
(g) Sales tax will be added per your state law at final invoicing.

E. ADDITIONAL TERMS: NONE

Sole Source/ Single Source/ Standardization Form

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

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

Date: 6/25/2026

TO: Purchasing Division

FROM: MUED

Purchase Requisition # _____

Estimated Total Cost: $ $53,445.55

Proposed Vendor: LCPtracker, Inc.

Request Term: FY 26/27

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:

MUED has utilized LCPtracker for the past nine (9) years and intends to continue its use. This web-based platform enables prime contractors and their subcontractors to submit certified payroll records and other labor compliance documentation electronically, supporting verification that prevailing wages and fringe benefits are properly paid.

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

☐ Yes ■ No

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

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

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

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

Goutam Dobey Digitally signed by Goutam Dobey Date: 2026.06.25 13:39:46-07'00' 6/25/2026

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City Council **AGENDA ITEM NO. I17.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a First Amendment to the Professional Services Agreement with CDM Smith Inc. to continue providing construction engineering support services for the construction phase of the Joint Utilities Laboratory Building Renovation and Expansion Project Phase 1, and bidding support services for Phase 2 of this project by increasing the total not to exceed amount to $249,638 and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Heredia)

MOTION:

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

1. I move approval of the First Amendment to the Professional Services Agreement with CDM Smith, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve the First Amendment to the Professional Services Agreement with CDM Smith, Inc. to continue providing construction engineering support services for the construction phase of the Joint Utilities Laboratory Building Renovation and Expansion Project.

RECOMMENDATION:

Staff recommends that the City Council find that the approval of the First Amendment to the Professional Services Agreement with CDM Smith, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the First Amendment to the Professional Services Agreement with CDM Smith, Inc. to continue providing construction engineering support services for the construction phase of the Joint Utilities Laboratory Building Renovation and Expansion Project.

DISCUSSION:

The Joint Utilities Laboratory (JUL) is an Environmental Laboratory Accreditation Program (ELAP) certified facility responsible for analyzing the City's water, wastewater, and biosolids to ensure compliance with regulatory standards and to safeguard public health. The facility was originally constructed in 1988 and has not been upgraded or expanded, even as regulatory agency-mandated testing requirements have substantially increased. The laboratory continues to operate with its original fixtures, furnishings and infrastructure, and now needs to be expanded and modernized to meet current and future operational demands.

On June 18, 2024, the City Council approved a Professional Services Agreement with CDM Smith, Inc. (CDM Smith) to design the Joint Utilities Laboratory Building Renovation and Expansion Project (Project). CDM Smith completed the final design, which will be implemented in two (2) phases. Phase 1 involves an expansion of the building footprint by approximately 1,990 square feet. Municipal Utilities and Engineering Department (MUED) staff, in collaboration with CDM Smith, developed the Phase 1 Scope of Services, solicited competitive bids, and received responses from eleven (11) contractors on September 9, 2025. City Council approved a construction contract with Elegant Construction Inc. on October 21, 2025. Currently, the construction is in progress and approximately 50 percent (%) complete.

As the Engineer/Architect of record, CDM Smith has been providing limited specialized engineering support services to ensure the Project is constructed in substantial conformance with the plans and specifications per agreement approved by the City Council on October 21, 2025. These services include reviewing and approving submittals, preparing construction-related documents, clarifying plans and specifications, and providing limited on-site technical support during construction. Following the completion of Phase 1 construction, CDM Smith will also prepare the bid package and provide bidding support for Phase 2 of the Project.

However, CDM Smith's original scope of work assumed reviewing approximately 60 submittals during construction. To date, the consultant has reviewed more than 88 submittals and 57 resubmittals, in addition to numerous shop drawings. Based on the current pace of construction, an estimated 30 additional submittals are expected before project completion. Furthermore, the review and preparation of responses to Requests for Information (RFIs) have required substantially more effort and time than originally anticipated. As a result of the increased volume of submittals, resubmittals, shop drawing reviews, and RFI responses, additional budget is necessary to complete the remaining construction support services. Therefore, a First Amendment to the original agreement is needed for these required additions in scope. The First Amendment to the City's Agreement with CDM Smith, Inc. would modify the Cost Proposal and Scope of Services by increasing the cost for services in the amount of $94,218, for a new total not-to-exceed amount of $249,638.

Approval of the First Amendment to the professional services agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act, as the proposed action does not have the potential to cause any significant environmental impact.

ALTERNATIVES:

City Council may deny the staff recommendation 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
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Goutam Dobey, City Engineer

FISCAL IMPACT

Fiscal Year: FY 26/27

Revenue Generating: No

Budgeted Y/N: Yes

Account No.: 501910 & 521910

Additional Appropriation Required: No

Discussion:

There is no additional fiscal impact associated with this action. Sufficient funding for this project is included in the Fiscal Year 26/27 Water Projects (501910) and Wastewater Projects (521910) Budget.

Attachments

A_First_Amendment_to_CDM_Smith_Agreement.pdf
B_CDM_Professional_Services_Agreement_Executed.pdf

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for the provision of Construction Support Services for Phase 1 and Bidding Support Services for Phase 2 of the Joint Utilities Laboratory Building Renovation & Expansion Project ("Agreement") dated October 21, 2025 ("Agreement"), by and between the City of Redlands, a municipal corporation ("City"), and CDM Smith, Inc., a Massachusetts corporation ("Consultant"), is made and entered into this 1st day of September 2026.

RECITALS

WHEREAS, it is the desire of the City and Contractor to amend their existing Agreement, specifically to change the scope of services and the compensation to Consultant and make other minor changes.

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 3 ("Responsibilities of City") Section 3.1 is hereby amended to read as follows:

"3.1 City designates Monica Heredia, Municipal Utilities and Engineering Department 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."

Section 2. Article 5 ("Payments to Consultant,") Section 5.1 is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of two hundred forty-nine thousand six hundred thirty-eight dollars ($249,638). City shall pay Consultant on a time and materials basis up to the not to exceed amount, in accordance with Exhibit "B" entitled "Fee Proposal" is attached hereto and incorporated herein by this reference."

Section 3. The "Scope of Services" set forth in Exhibit "A" of the Agreement is hereby replaced in its entirety with Exhibit "A," which is included hereto as Attachment 1 and incorporated herein by this reference.

Section 4. The "Fee Proposal" set forth in Exhibit "B" of the Agreement is hereby replaced in its entirety with Exhibit "B," which is included hereto as Attachment 2 and incorporated herein by this reference.

Section 5. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of September 1, 2026.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

CDM SMITH, INC.

By: _____
Alberto Acevedo, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 1

EXHIBIT "A"
SCOPE OF SERVICES

Consultant will provide construction support services for phase 1 and bid support services for phase 2 of the Joint Utilities Laboratory Building Renovation & Expansion Project. The following scope of work outlines the tasks to be completed by the Consultant.

Task 1.0 – Engineering Services During Construction for Phase 1

Under Task 1.0 Consultant will provide Project Management, submittal and shop drawing review, review and respond to Contractor's Requests for Information (RFIs), provide field support and attend meetings. Below is a detailed description of these services.

Task 1.1 – Project Management

Consultant will manage the Joint Laboratory Building Renovation and Expansion scope and budget including engineering services workflow. Consultant will prepare monthly invoices and project status reports that summarize budget, any onsite activities, and number of submittals and RFIs reviewed. Consultant will also maintain internal submittals and RFIs logs to track review progress.

Task 1.2 – Submittal and Shop Drawing Reviews

Consultant will review technical submittals for conformance to the project documents. Technical submittals will be reviewed by Consultant's multi-discipline design team as defined in Section 01330. A comment form will be generated indicating disposition (No Exceptions, Exceptions Noted, Returned for Correction, Not Acceptable). The City will receive transmittals and verify completion of all submittals, returning incomplete or improper submittals to the Contractor. Complete and compliant submittals will be provided to Consultant design team electronically for review by appropriate disciplines. Consultant has budgeted for an average of 1.5 reviews (one submittal + one re-submittal) per technical submittal. Items that require more than two reviews due to Contractor's failure to provide adequate or complete information will be reviewed and time tracked so that the City can recover costs as defined in Section 01330 of the Specifications.

Procedural and administrative submittals (e.g., schedule of values, payment applications, schedule updates, contractual documents, etc.) are assumed to be handled by the City. The City will receive, file, and update the submittal log accordingly.

Consultant has assumed 60 original technical submittals submitted by the Contractor. As of now, the Consultant has reviewed 88 submittals and 57 resubmittals. It is also assumed that an additional 30 submittals will need to be reviewed until the project is completed. As a result, additional budget is required to complete the review of the submittals.

Task 1.3 – Requests for Information

Consultant will review and provide responses to City for Contractor-initiated RFIs. Based on the project scope/scale and complexity, we anticipate 38 RFIs. However, some RFIs have required significantly more time to review and provide guidance. To provide additional budget to complete RFI responses, Consultant requests funding for RFI responses completed to date plus funding for up to 10 additional RFIs.

Task 1.4 – Field Support, Site Visits, Construction Observations, and Meetings

Consultant's Architect of Record (Richard Chong), our local design team representative, and/or appropriate design discipline leads will conduct site visits, participate in onsite meetings, provide architectural/engineering oversight, as required and at the request of the City or its designated

representative. For budgeting purposes, we have assumed the following efforts:

Attendance at onsite pre-construction meeting by Brian Leto.

Attendance at preparatory meetings for civil work – if required by the City, we assumed one (1) onsite meeting.

Attendance at preparatory meetings for structural work – if required by the City - assumed one (1) onsite meeting.

Up to two (2) site visits, as requested by the City, for the Architect of Record.

Up to three (3) site visits for our Structural Engineer to conduct construction observations as required by the City.

Attendance at one virtual construction progress meeting per month by our designated Design Team Representative.

Management and Specialty Leaders Participation in up to six (6) virtual Meetings @ 1 hour each.

Up to three (3) special virtual meetings to resolve field issues or other project matters.

Task 2.0 – Bid Support Services for Phase 2

Task 2.1 – Project Management

Under this Task Consultant will manage the preparation of the Bid documents for Joint Laboratory Building Renovation and Expansion Phase 2. Consultant will provide onsite and office-based activities as described below.

Task 2.2 – Preparation of Bid Documents

This Task will involve supporting the City in the preparation of a Bid package for Phase 2. Consultant will update the drawings and specifications based on construction completed in Phase 1. prepare the "Bid Schedule" and mark the updated drawings and specification sections to identify those drawings and specifications that will be used under Phase 2.

Assumptions:

Work will be completed within four (4) weeks.

Consultant 100% design documents affected by Phase 1 construction will be updated and become the basis for preparation of the Phase 2 bid package.

Deliverables:

Construction Bid Schedule for Phase 2

List of drawings to be used in Phase 2

List of specifications for Phase 2

Task 2.3 – Pre-Bid Meeting

Consultant Principal, Project Manager and Lead Architect (virtual) will attend the pre-bid meeting to provide an overview of the project and field questions from potential contractors. Contractors will be directed to submit questions that cannot be easily referred to the contract documents through the bid questions process.

Assumptions:

The principal, project manager and lead architect (Architect of record) will attend the pre-bid meeting for up to four hours each.

Deliverables:

Meeting notes

Task 2.4 Engineering Support during Bid Phase

Consultant will provide support services during the bid phase period to provide response to any questions or clarifications requested by potential contractors.

Assumptions:

Response to ten (10) Requests for Clarification (RFCs) from potential bidders

Assist the City with preparation of up to two (2) addendums

Deliverables:

Response to 10 RFCs

Two (2) addendums

Identify potential cost impacts associated with addenda changes

Task 2.5 – Conformed Document Preparation

Within two (2) weeks after the Award recommendation Consultant will prepare a conformed documents set (drawings, specifications and other required material) that incorporates the addenda during the bid phase. These documents will be ready for the selected contractor to begin work immediately after Notice to Proceed (NTP).

Deliverables:

Conformed Documents for Construction

ATTACHMENT 2

EXHIBIT "B"
FEE PROPOSAL

Task	WBS/Activity Name	Amount
1.0	**Phase 1 Engineering Support During Construction**	
1.1	Project Management	$18,380
1.2	Submittal and Shop Drawing Reviews	$136,478
1.3	Requests for Information	$37,155
1.4	Field Support, Site Visits, Construction Observations, and Meetings	$24,350
2.0	**Phase 2 Bid Support Services**	
2.1	Project Management	$1,665
2.2	Preparation of Bid Documents	$13,325
2.3	Pre-Bid Meeting	$2,180
2.4	Engineering Support During Bid Phase	$7,660
2.5	Conformed Document Preparation	$8,445
	TOTAL	**$249,638**

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Construction Support Service for Phase 1 and Bidding Support Services for Phase 2 of the Joint Utilities Laboratory Building Renovation & Expansion Project ("Agreement") is made and entered in this 21st day of October, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and CDM Smith, Inc., a Massachusetts corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Construction Support Service for Phase 1 and Bidding Support Services for Phase 2 of the Joint Utilities Laboratory Building Renovation & Expansion Project services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

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

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

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall complete the Services by June 30, 2027, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred fifty-five thousand four hundred twenty dollars ($155,420). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled ("Fee Proposal") which is attached hereto and incorporated herein by reference.

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

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

CITY:	CONSULTANT:
City Clerk	Alberto Acevedo, Vice President
City of Redlands	CDM Smith, Inc.
35 Cajon Street	32 Discovery, Suite 250
P.O. Box 3005 (mailing)	Irvine, CA 92618
Redlands, CA 92373	Email: acevedoa@cdmsmith.com
jdonaldson@cityofredlands.org	Phone: (949) 930-7252
Phone: (909) 798-7531	Fax: (949) 515-9160

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements

evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

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

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

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

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

CITY OF REDLANDS

By: _____
Mario Saucedo Mayor

CDM SMITH, INC.

By: _____
Alberto Acevedo, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will provide construction support services for phase 1 and bid support services for phase 2 of the Joint Utilities Laboratory Building Renovation & Expansion Project. The following scope of work outlines the tasks to be completed by the Consultant.

Task 1.0 – Engineering Services During Construction for Phase 1

Under Task 1.0 Consultant will provide Project Management, submittal and shop drawing review, review and respond to Contractor's Requests for Information (RFIs), provide field support and attend meetings. Below is a detailed description of these services.

Task 1.1 – Project Management

Consultant will manage the Joint Laboratory Building Renovation and Expansion scope and budget including engineering services workflow. Consultant will prepare monthly invoices and project status reports that summarize budget, any onsite activities, and number of submittals and RFIs reviewed. Consultant will also maintain internal submittals and RFIs logs to track review progress.

Task 1.2 – Submittal and Shop Drawing Reviews

Consultant will review technical submittals for conformance to the project documents. Technical submittals will be reviewed by Consultant's multi-discipline design team as defined in Section 01330. A comment form will be generated indicating disposition (No Exceptions, Exceptions Noted, Returned for Correction, Not Acceptable). The City will receive transmittals and verify completion of all submittals, returning incomplete or improper submittals to the Contractor. Complete and compliant submittals will be provided to Consultant design team electronically for review by appropriate disciplines. Consultant has budgeted for an average of 1.5 reviews (one submittal + one re-submittal) per technical submittal. Items that require more than two reviews due to Contractor's failure to provide adequate or complete information will be reviewed and time tracked so that the City can recover costs as defined in Section 01330 of the Specifications.

Procedural and administrative submittals (e.g., schedule of values, payment applications, schedule updates, contractual documents, etc.) are assumed to be handled by the City. The City will receive, file, and update the submittal log accordingly.

Consultant has assumed 60 original technical submittals submitted by the Contractor.

Task 1.3 – Requests for Information

Consultant will review and provide responses to City for Contractor-initiated RFIs. Based on the project scope/scale and complexity, we anticipate 38 RFIs.

Task 1.4 – Field Support, Site Visits, Construction Observations, and Meetings

Consultant's Architect of Record (Richard Chong), our local design team representative, and/or appropriate design discipline leads will conduct site visits, participate in onsite meetings, provide architectural/engineering oversight, as required and at the request of the City or its designated representative. For budgeting purposes, we have assumed the following efforts:

Attendance at onsite pre-construction meeting by Brian Leto.

Attendance at preparatory meetings for civil work – if required by the City, we assumed one (1) onsite meeting.

Attendance at preparatory meetings for structural work – if required by the City - assumed one (1) onsite meeting.

Up to two (2) site visits, as requested by the City, for the Architect of Record.

Up to three (3) site visits for our Structural Engineer to conduct construction observations as required by the City.

Attendance at one virtual construction progress meeting per month by our designated Design Team Representative.

Management and Specialty Leaders Participation in up to six (6) virtual Meetings @ 1 hour each.

Up to three (3) special virtual meetings to resolve field issues or other project matters.

Task 2.0 – Bid Support Services for Phase 2

Task 2.1 – Project Management

Under this Task Consultant will manage the preparation of the Bid documents for Joint Laboratory Building Renovation and Expansion Phase 2. Consultant will provide onsite and office-based activities as described below.

Task 2.2 – Preparation of Bid Documents

This Task will involve supporting the City in the preparation of a Bid package for Phase 2. Consultant will update the drawings and specifications based on construction completed in Phase 1. prepare the "Bid Schedule" and mark the updated drawings and specification sections to identify those drawings and specifications that will be used under Phase 2.

Assumptions:

Work will be completed within four (4) weeks.

Consultant 100% design documents affected by Phase 1 construction will be updated and become the basis for preparation of the Phase 2 bid package.

Deliverables:

Construction Bid Schedule for Phase 2

List of drawings to be used in Phase 2

List of specifications for Phase 2

Task 2.3 – Pre-Bid Meeting

Consultant Principal, Project Manager and Lead Architect (virtual) will attend the pre-bid meeting to provide an overview of the project and field questions from potential contractors. Contractors will be directed to submit questions that cannot be easily referred to the contract documents through the bid questions process.

Assumptions:

The principal, project manager and lead architect (Architect of record) will attend the pre-bid meeting for up to four hours each.

Deliverables:

Meeting notes

Task 2.4 Engineering Support during Bid Phase

Consultant will provide support services during the bid phase period to provide response to any questions or clarifications requested by potential contractors.

Assumptions:

Response to ten (10) Requests for Clarification (RFCs) from potential bidders

Assist the City with preparation of up to two (2) addendums

Deliverables:

Response to 10 RFCs

Two (2) addendums

Identify potential cost impacts associated with addenda changes

Task 2.5 – Conformed Document Preparation

Within two (2) weeks after the Award recommendation Consultant will prepare a conformed documents set (drawings, specifications and other required material) that incorporates the addenda during the bid phase. These documents will be ready for the selected contractor to begin work immediately after Notice to Proceed (NTP).

Deliverables:

Conformed Documents for Construction

EXHIBIT "B"
FEE PROPOSAL

Task	WBS/Activity Name	Amount
1.0	**Phase 1 Engineering Support During Construction**	
1.1	Project Management	$18,380
1.2	Submittal and Shop Drawing Reviews	$56,870
1.3	Requests for Information	$22,545
1.4	Field Support, Site Visits, Construction Observations, and Meetings	$24,350
2.0	**Phase 2 Bid Support Services**	
2.1	Project Management	$1,665
2.2	Preparation of Bid Documents	$13,325
2.3	Pre-Bid Meeting	$2,180
2.4	Engineering Support During Bid Phase	$7,660
2.5	Conformed Document Preparation	$8,445
	TOTAL	**$155,420**

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.

CDM SMITH, INC.

By:_____ Date: 10/6/2025

Alberto Acevedo, Vice President

City Council **AGENDA ITEM NO. I18.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Single Source Professional Services Agreement with CASC Engineering & Consulting, Inc. (CASC) to provide National Pollutant Discharge Elimination System (NPDES) program management support services for an amount not to exceed $138,915, 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 (Municipal Utilities and Engineering Director Heredia)

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 approval of the Professional Services Agreement with CASC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve a single source Professional Services Agreement with CASC Engineering & Consulting, Inc. (CASC), to provide NPDES program management support services for an amount not to exceed $138,915.

RECOMMENDATION:

Staff determines that approval of this Professional Services Agreement with CASC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council approve a single source Professional Services Agreement with CASC to provide NPDES program management support services for an amount not to exceed $138,915.

DISCUSSION:

The National Pollutant Discharge Elimination System (NPDES) is a United States Environmental Protection Agency (EPA) program that receives its authority from the Clean Water Act (1977) to regulate pollutant discharge and flows into waters of the United States. Part of the NPDES program involves the regulation and permitting of stormwater discharges from municipalities. Stormwater is defined as runoff from rain or snow that runs off surfaces such as rooftops, paved streets, highways, or parking lots and can carry pollutants. Many of the City's maintenance programs are regulated through a Municipal Separate Storm Sewer System (MS4) permit. The MS4 Permit is an EPA-mandated program that is promulgated by the State of California and administered by Region 8 of the State Water Quality Control Board (RWQCB).

On June 4, 2024, City Council approved an agreement with CASC Engineering & Consulting, Inc. (CASC) to provide NPDES program management support services. The agreement was completed on June 30, 2025. CASC is uniquely qualified to continue providing NPDES support services based on its successful performance in the past. The firm has consistently completed assigned tasks in a timely, professional, and satisfactory manner while demonstrating a thorough understanding of the City's NPDES program, operational procedures, and applicable regulatory requirements.

Through its previous work with the City, CASC has developed and maintained a comprehensive NPDES inspection database containing multiple years of inspection records and compliance information. This database provides immediate access to historical data, enhances operational efficiency, and ensures continuity in regulatory compliance and reporting.

Selecting CASC as a single source consultant will avoid the additional time, cost, and effort associated with procuring and transitioning to a new consultant, including the transfer of institutional knowledge, recreation of historical databases, and training on the City's established processes. Continuing with CASC will ensure uninterrupted support, maintain consistency in NPDES compliance activities, and allow the City to efficiently meet its regulatory obligations.

Staff negotiated a reasonable consultant fee of $138,915 and recommends that the City Council approve a Professional Services Agreement with CASC for this amount. Approval of the Professional Services Agreement with CASC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act since it will not result in a direct or reasonably foreseeable indirect physical change to the environment.

ALTERNATIVES:

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

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Monica Heredia, Municipal Utilities and Engineering Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager
James Garland, Interim Finance Director

PREPARED BY:
Goutam Dobey, City Engineer

FISCAL IMPACT

Fiscal Year: FY 26/27

Budgeted Y/N: Yes

Account No.: 101400-6106

Additional Appropriation Required: No

Discussion:

There is no additional fiscal impact associated with this action. The cost of this service is included in the MUED FY 26/27 approved budget.

Attachments

A_CASC_Professional_Services_Agreement.pdf

B_Sole-single_Source_CASC.pdf

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of National Pollutant Discharge Elimination System (NPDES) program management support services ("Agreement") is made and entered in this 1st day of September, 2026 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and CASC Engineering and Consulting, Inc. a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide National Pollutant Discharge Elimination System (NPDES) program management support 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 Monica Heredia, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner.

4.2 Consultant shall complete the Services by December 31, 2027, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of one hundred thirty-eight thousand nine hundred fifteen dollars ($138,915.00). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled ("Cost Proposal") 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:

Melanie Sotelo, Associate Vice President
CASC Engineering & Consulting, Inc.
1470 East Cooley Drive
Colton, CA 92324
Email: msotelo@cascinc.com
Phone: (909) 835-0313

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies

shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of

income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

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

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein

set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or

sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

CASC ENGINEERING & CONSULTING, INC.

By: _____
Melanie Sotelo, Associate Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Task A: Annual Reporting Services

Consultant will provide technical support to assist the City with preparation and submittal of annual NPDES reporting requirements. Services will be coordinated with City staff to ensure reporting is accurate, complete, and consistent with applicable MS4 permit requirements.

- Annual Reporting Assistance: Prepare, review, compile, and support submittal of the City's annual NPDES reporting requirements.

Task B: Inspection Services

Consultant will provide inspection and compliance support services to assist the City in implementing its municipal stormwater program requirements. Services include:

Industrial Inspections: Conduct industrial facility inspections in accordance with applicable program requirements. Services may include inspection documentation, compliance tracking, follow-up coordination, and associated data management activities.

Commercial Inspections: Conduct commercial facility inspections, including inspection documentation, compliance tracking, follow-up activities, and associated data management.

FOG and Restaurant Stormwater Inspections: Conduct inspections of food service establishments and restaurants to evaluate compliance with applicable stormwater requirements. Services include inspection documentation, follow-up coordination, and data management.

Task C: NPDES Training

Consultant will provide training services to support City staff in understanding and implementing applicable NPDES requirements and stormwater program responsibilities. Training sessions will be coordinated with City staff and may be customized to address specific program needs or regulatory topics identified by the City. Training content will be tailored to City needs and may address regulatory updates, inspection procedures, documentation requirements, and program implementation practices.

Training services may include:

- Development of training materials.
- In-person or virtual training sessions.
- Regulatory updates.
- Inspection program training.
- Documentation and reporting procedures.

EXHIBIT "B"

COST PROPOSAL

City of Redlands Technical Consultant Services To Assist With Various NPDES Program Services FINAL FEE ESTIMATE		Labor Subtotal	Other Direct Cost Subtotal	Total by Task
Task	**Task Description**			
A	**NPDES Support and Representation**		**Total Task A**	**$ 3,657**
	Annual Reporting Assistance	20		
		$ 3,620.00	$ 37	$ 3,657
B	**Inspections**		**Total Task B**	**$ 121,578**
	Industrial Inspections *Assumes 121 inspections annually-includes all priorities and 10% follow-up inspections. Includes data management.*	272		
		$ 41,600	$ 304.50	$ 41,905
	Commercial Inspections *Assumes 121 inspections annually-includes all priorities and 10% follow-up inspections. Includes data management.*	301		
		$ 42,640	$ 325	$ 42,965
	FOG + Restaurant Stormwater Inspections *Assumes 100 inspections annually-includes all priorities and 10% follow-up inspections. Includes data management.*	247		
		$ 36,150	$ 558	$ 36,708
C	**NPDES Training**		**Total Task C**	**$ 13,680**
	Training *Assumes 4 separate training sessions @ 2-hours each. Preparation time included.*	84		
		$ 13,680	$ -	$ 13,680
Project Estimate Summary Totals		924		**Total**
		$137,690	$ 1,225	**$ 138,915**

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.

CASC ENGINEERING & CONSULTING, INC.

By:_____ Date: _____
Melanie Sotelo, Associate Vice President

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: 7/21/26

TO: Purchasing Division

FROM: MUED

Purchase Requisition # _____

Estimated Total Cost: $ 138,915

Proposed Vendor: CASC Engineering & Cons

Request Term: FY 26/27

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:

CASC is uniquely qualified to continue providing NPDES support services based on its successful performance during FY 2024/25. The firm completed similar tasks in a timely and satisfactory manner and has developed extensive knowledge of the City's NPDES program, processes, and regulatory requirements. CASC has also established and maintained a comprehensive inspection database covering multiple years, providing continuity, efficiency, and immediate access to historical records. Utilizing CASC as a sole-source consultant will eliminate the time and cost associated with transitioning to a new consultant while ensuring uninterrupted support and consistency in NPDES compliance activities.

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

While an alternative consultant could be procured, the transition would delay ongoing inspections and required reporting, increasing the risk of regulatory noncompliance and potential penalties from the State Board. If the sole-source services became unavailable, MUED would initiate a competitive procurement process and unable to maintain critical compliance activities until a replacement consultant is retained.

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

Goutam Dobey Digitally signed by Goutam Dobey Date: 2026.07.21 11:08:15-07'00' 7/21/26

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City Council **AGENDA ITEM NO. I19.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Memorandum of Understanding between Compass IGG & Advocacy and the Redlands Police Department and authorize the Chief of Police to sign the MOU (Police Chief Tolber)

MOTION:

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

I move to approve the Memorandum of Understanding ('MOU") between Compass IGG & Advocacy and the Redlands Police Department and authorize the Chief of Police to execute the MOU.

RECOMMENDATION:

Staff recommends that the City Council approve the Memorandum of Understanding ("MOU") between Compass IGG & Advocacy and the Redlands Police Department and authorize the Chief of Police to execute the MOU.

DISCUSSION:

On October 21, 2024, Redlands Police Department ("RPD") conducted an investigation into unidentified human remains ("UHR") located in a dirt field within City limits. An autopsy was conducted by the San Bernardino County Coroner’s Office. Upon completion of the autopsy, an identification of the deceased could not be made. In early 2026, Detective Thomas Williams communicated with Compass and provided them with details surrounding the investigation and the inability to identify the UHR. Ultimately, RPD was selected by Compass to receive DNA testing at no cost to the City.

Compass is a 501(c)(3) nonprofit corporation based in the State of Texas. Compass specializes in investigative genetic genealogy services to assist law enforcement agencies in identifying unidentified human remains by utilizing a forensic inspection technique, which involves examining DNA profiles derived from the UHR and comparing them to other profiles in specific databases.

Compass has agreed to fund the testing pro bono, at no cost to the City, conducted through third-party funding.

ALTERNATIVES:

The City Council may choose not to approve the Memorandum of Understanding.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Rachel Tolber, Police Chief

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
James Garland, Interim Finance Director
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager

PREPARED BY:
Jimmy Nguyen, Management Analyst

FISCAL IMPACT

Fiscal Year:

Revenue Generating: No

Amount: N/A

Budgeted Y/N: N

Account No.:

Additional Appropriation Required: No

Discussion:

There is no fiscal impact to the general fund.

Attachments

Compass_IGG_Advocacy_Form_990.pdf
Compass_IGG_Advocacy_MOU_Final.pdf

COMPASS IGG & ADVOCACY

EIN: [redacted] | Austin, Texas, United States

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Period:
2025 (01/01/2025-12/31/2025)

EIN:
[redacted]

Organization Name (Doing Business as):
COMPASS IGG & ADVOCACY

Mailing Address:
5900 Balcones DR
Austin, TX 78731
United States

Principal Officer's Name and Address:
Pamela D Lauritzen

5900 Balcones DR
Austin, TX 78731
United States

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:
https://compass-igg.org/

Docusign Envelope ID: 7C2CD991-DB3D-4DE3-80D7-73D904372E17

compass
IGG & Advocacy

MEMORANDUM OF UNDERSTANDING

BETWEEN: COMPASS IGG & ADVOCACY AND CITY OF REDLANDS ON BEHALF OF THE REDLANDS POLICE DEPARTMENT

Date of Agreement:

Subject: Investigative Genetic Genealogy Services for UP148821

1. PARTIES

This Memorandum of Understanding ("MOU") is entered into by and between: **The Provider:** Compass IGG & Advocacy (“Compass”), a non-profit corporation organized under the laws of the State of Texas, recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. **The Agency:** City of Redlands on behalf of the Redlands Police Department Represented by: Police Chief Rachel Tolber

2. PURPOSE

The purpose of this agreement is to outline the terms under which Compass will provide investigative genetic genealogy (IGG) services to assist the Agency in identifying unidentified human remains (“UHR”). Investigative genetic genealogy is a forensic inspection technique that involves examining a DNA SNP profile dataset derived from the UHR in relation to other SNP profiles in specific databases. On the basis of professional judgment, this examination is designed to determine conformity with a proposed identity for the UHR. Any proposed identity provided to the agency should be considered an investigative lead.

3. PRO BONO SERVICES AND COSTS

- **Pro Bono Provision:** Compass agrees to provide all services described in this MOU, including laboratory costs (extraction and sequencing), bioinformatics, database upload fees, and investigative genetic genealogy research, on a strictly pro bono basis.
- **No Cost to Agency:** There will be no cost to the Agency for the services rendered under this agreement.
- **Third-Party Funding:** Compass acts as the funding coordinator for these services. The Agency acknowledges that Compass may utilize general donation funds or specific fundraising efforts to cover the hard costs of laboratory work and database access.

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4. RESPONSIBILITIES OF COMPASS (PROVIDER)

- **External Providers for Creation of SNP profile:** Compass will contract with independent laboratories for DNA extraction from samples, SNP DNA processing, bioinformatics, and any other needed services to derive a SNP profile for the UHR. Compass will verify the suitability of the resulting data for the IGG inspection process. The Agency shall be notified of the specific external laboratories or bioinformatics providers selected for the case and given the opportunity to object to their use. If an objection is raised, Compass and the Agency will confer to find a mutually agreeable alternative, noting that this may impact the pro bono status or timeline of the case.
- **Subcontracting for IGG Inspection Activities**: In some instances, Compass may contract with independent genealogists for specialized tree building, analysis of DNA matches, or record retrieval. The Agency shall be notified of the specific external genealogists selected and given the opportunity to object. If an objection is raised, Compass and the Agency will confer to find a mutually agreeable alternative. Compass retains responsibility for the conformity of all results provided by external IGG providers.
- **Database Upload:** Compass will upload the resulting DNA SNP profile to third-party databases, including GEDmatch Pro, Family TreeDNA (FTDNA), and DNA Justice for analysis, provided that each database maintains Terms of Service and consent protocols that explicitly comply with the federal guidelines for law enforcement and forensic investigative access as stated in the United States Department of Justice Interim Policy Forensic Genetic Genealogical DNA Analysis and Searching (2019).
- **Research:** Compass will assign investigative genetic genealogists to research DNA relatives and build family trees to identify a candidate lead.
- **Targeted Reference Testing and DNA Relative Contact:** To assist in triangulation, confirming family lines, and/or constructing family trees, Compass may contact DNA relatives at the level of second cousin or more distant, unless requested otherwise in writing. Closer relatives will be discussed with the Agency prior to contact. Assistance from DNA relatives is completely voluntary and with consent. When applicable, Compass will provide DNA testing kits at no cost to the Agency or the DNA relative.
- **Reporting:** Compass will provide regular status updates and, upon completion of the required internal technical and administrative reviews, will provide a brief inspection report outlining the findings and the candidate investigative lead.
- **Confidentiality:** Compass staff and volunteers pass a background check before performing any work, have signed non-disclosure agreements, and adhere strictly to the Compass IGG Code of Ethics. They will not disclose identifying information about DNA relatives or case details that are not public.

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5. RESPONSIBILITIES OF THE AGENCY (CLIENT)

- **Points of Contact and Updates:** The Agency will provide a primary point of contact (POC) for communications. The Agency agrees to immediately notify Compass in writing of any changes to the POC due to retirement, transfer, or reassignment, and provide updated contact information for the new POC.
- **Responsiveness:** The Agency acknowledges that IGG research is a dynamic process often requiring timely input. The Agency agrees that the designated POC shall be responsive to requests from the Compass research team. Failure to respond to inquiries regarding leads or strategy in a timely manner may result in research delays.
- **Case History and Information Sharing:** To the fullest extent permitted by law and Agency policy, the Agency agrees to share relevant case details and investigative history with the Compass research team. This includes, but is not limited to, autopsy reports (for context), physical descriptions, and details of any prior DNA testing or genealogical research attempted by other vendors.
- **Sample Provision:** The Agency agrees to ship biological samples to the chosen lab within 30 days of notification that the case is selected for Compass funding.
- **Confirmation:** Confirmation of the identity lead provided by Compass is the sole responsibility of the Agency. After the identity lead has been provided to the Agency, the POC will continue to update Compass monthly on progress toward confirmation. After the identity lead has been confirmed, the POC will continue monthly status updates about any follow-up investigation underway until the identity and/or resolution of the case is made public.
- **Exclusivity:** The Agency agrees that Compass has exclusive access to the DNA profile for IGG work for a period of one year after the UHR profile is uploaded into GEDmatch Pro. If the Agency engages another provider before the one year has elapsed, the Agency agrees to reimburse Compass for any hard costs (lab fees) incurred up to that date.
- **Case Transfer**: After one year, the Agency may elect to engage another provider upon written notice to Compass, at which time the Compass research team will cease work and facilitate transfer of the UHR profile to the new provider.
- **Media and Announcements:**
    - The Agency agrees to acknowledge the assistance of Compass in any public announcement regarding the identification.
    - The Agency agrees to coordinate with the Compass media team regarding announcements.

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6. CHAIN OF CUSTODY AND EVIDENCE HANDLING

- **Legal Custody:** The Agency retains full legal custody and authority over the biological evidence and unidentified remains at all times.
- **Temporary Transfer:** The Agency authorizes the temporary transfer of physical biological samples to Compass-contracted laboratories for the sole purpose of DNA extraction and sequencing.
- **Sample Consumption:** The Agency acknowledges that the processes of DNA extraction and Whole Genome Sequencing are destructive in nature. The Agency grants permission for the consumption of the provided sample portion for these testing purposes.
- **Data Ownership:** While the physical sample may be consumed, the Agency retains ownership of the resulting raw DNA data files (BAM/FASTQ) and the genetic profile (SNP) generated by the laboratory. Compass acts as a steward of this data for the purpose of genealogical analysis.
- **Return of Evidence:** Upon request or termination of this agreement, any remaining unused physical samples held by the laboratory will be returned to the Agency.

7. CONFIDENTIALITY AND DATA INTEGRITY

- **Confidentiality and Public Release:** Compass shall keep all information obtained or created during the performance of IGG inspection activities confidential, except as required by law. Compass shall notify the Agency in advance of any information it intends to place in the public domain. Except for information that the Agency makes publicly available, or when agreed between Compass and the Agency, all other information is considered proprietary and shall be regarded as confidential.
- **Legal Requirements for Disclosure:** If Compass is required by law or authorized by contractual commitments to release confidential information, the Agency shall be notified of the information provided, unless prohibited by law.
- **Third-Party Information:** Information about the Agency obtained from sources other than the Agency (e.g., complainants, regulators) shall be treated as confidential by Compass. The provider (source) of this information shall be kept anonymous to the Agency unless otherwise agreed by the source.
- **Protected Information:** Compass will never share the name of the UHR, their family, or names of DNA relatives beyond what the Agency approves for media release.
- **Data Management and Removal:** Compass shall maintain technical records of all resource information used during the IGG process. Upon the conclusion of the case or termination of this agreement, Compass shall document the removal of IGG-specific data (i.e., kits/SNP profiles) from all genealogical databases and web applications used.

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Documentation confirming this removal will be provided to the Agency within 30 days of case closure or termination of this agreement.

8. LIMITATIONS

- **Evaluation of Suitability:** Compass shall evaluate each request for services to ensure that the forensic IGG inspection is appropriate for the intended goal and within its technical capabilities. If at any point Compass considers the requested IGG inspection to be inappropriate—whether due to data quality, ethical concerns, impartiality or conflict of interest risks, lack of genealogical feasibility, or other technical limitations—Compass shall inform the Agency without delay. In such instances, the inspection may be modified or terminated.
- **No Guarantees:** Compass does not guarantee success or a specific timeline; lab results and database availability are beyond the control of Compass. If a biological sample fails at the DNA extraction, sequencing, or bioinformatics stage, Compass will confer with the POC to discuss next steps, if any. However, we do not guarantee that we will cover the cost of additional lab work on a failed sample.
- **Deliverables:** Upon conclusion of the case, Compass will provide the Agency with a brief report outlining the findings and a candidate identity.

9. TERM AND GOVERNING LAW

- **Term and Expiration:** This agreement shall become effective on the date of signing and shall expire automatically upon the public announcement of the successful confirmed identification of the Unidentified Human Remains (UHR). Alternatively, either party may terminate this agreement with 30 days written notice.
- **Governing Law:** This MOU shall be governed by and construed in accordance with the laws of the State of California.

Docusign Envelope ID: 7C2CD991-DB3D-4DE3-80D7-73D904372E17

10. INDEMNIFICATION

Compass shall defend, indemnify and hold harmless the Agency and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, resulting from the injury or death to persons or damage to property caused by any negligent act or omission by, or the willful misconduct of, Compass or its officers, employees and agents in performing the obligations pursuant to this Agreement.

11. SIGNATURES

Acknowledged and Agreed:

For the Agency:

Name: Rachel Tolber

Title: Police Chief

Date:

ATTEST:

_____

Jeanne Donaldson, City Clerk

For Compass IGG & Advocacy:

Name:

Title:

Date:

City Council **AGENDA ITEM NO. I20.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program to provide temporary staffing services to support the Recreation and Senior Services Divisions in an amount not to exceed $140,000, and determine that approval of the Memorandum of Understanding is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

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 approval of the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program 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 Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for temporary staffing services in an amount not to exceed $140,000 for a term of two years.

RECOMMENDATION:

Staff recommends that the City Council determine that approval of the Memorandum of Understanding (MOU) with the Colton-Redlands-Yucaipa Regional Occupational Program is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

Staff further recommends approving the Memorandum of Understanding with the Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) for the provision of temporary staffing services supporting the City’s Recreation and Senior Services Divisions in an amount not to exceed $140,000 for a term of two years.

DISCUSSION:

The Facilities and Community Services Department Recreation and Senior Services Division provides programs, services, and community facilities that support recreation, wellness, and quality of life for Redlands residents. The Division oversees operations of the Redlands Community Center, Joslyn Senior Center, and various recreational facilities throughout the city.

The Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) provides career technical education, workforce development, and employment preparation opportunities for high school students and adults throughout the region.

The proposed Memorandum of Understanding (MOU) would allow the City to utilize temporary staffing services through CRY-ROP to support operational and programmatic needs within the Recreation and Senior Services Divisions. Under the agreement, the City would reimburse CRY-ROP for staffing services provided by program participants assigned to City programs and facilities.

The proposed agreement establishes a not to exceed amount of $140,000 for Fiscal Years 2026-27 and 2027-28, based on anticipated staffing needs. The term of the MOU will be for two years. Temporary staffing support will assist the Division in maintaining service levels, supporting daily operations, and expanding recreational and senior programming opportunities for the community.

Approval of the proposed MOU is exempt from environmental review pursuant to Section 15061(b)(3) of the State Guidelines implementing the California Environmental Quality Act, commonly referred to as the “common sense” exemption, as it can be seen with certainty that the action will not have a significant effect on the environment.

ALTERNATIVES:

The City Council may deny the approval of the MOU.

STRATEGIC PLAN:

Objective E8 - Enhance Recreational Program Services

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
James Garland, Interim Management Services/Finance Director

PREPARED BY:
David De Los Reyes, Management Analyst

FISCAL IMPACT

Fiscal Year: FY 2026-27 & FY 2027-28

Appropriation Required Y/N: N

Amount: $140,000

Budgeted Y/N:

Account No.: 101309-6106

Additional Appropriation Required: No

Discussion: Funding for temporary staffing services is included in the upcoming Fiscal Year 2026-28 budget as approved by City Council.

Attachments

MOU_w_CRY-ROP.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDLANDS AND THE COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM

This Memorandum of Understanding ("MOU") is made and entered into, by and between, the City of Redland, a municipal corporation ("City") and the Colton-Redlands-Yucaipa ROP, a California joint powers authority ("ROP"). The City and the ROP are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

AGREEMENT

Section 1. Purpose. The purpose of the MOU is to identify the terms and conditions whereby the ROP will engage the City to define their respective roles and responsibilities with regard to the ROP's youth employment support of the City's Community Center/Senior Center programs (the "Services").

Section 2. Term of MOU. The term of this MOU shall commence on September 1, 2026, and end on September 1, 2028, unless earlier terminated as provided for herein. The Parties may terminate this MOU at any time by mutual written consent, or upon thirty (30) days prior written notice by one Party to the other Party, and such termination shall be effective upon the date stated in such written consent or notice,

Section 3. Compensation. The total compensation to be paid by the City for the ROP's performance of the Services shall not exceed the amount of One Hundred Forty Thousand Dollars ($140,000.00). The ROP shall submit quarterly invoices to the City describing the Services performed during the preceding quarter. The ROP invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of hours spent and by whom. The City shall pay the ROP no later than thirty (30) days after receipt and approval by the City of the ROP's monthly invoices.

Section 4. Responsibilities of Parties. At the discretion of the ROP, the City will identify and refer youth for work experience placements under this MOU to support the City's Community Center/Senior Center programming. The ROP will provide work experience hours, authorized and scheduled in collaboration with the City for each work experience placement. The ROP and the City will comply with the Division of Labor Standards of the Department of Industrial Relations' youth employment guidelines.

A. ROP Responsibilities:

The Regional Occupational Program (ROP) will provide comprehensive workforce development and student support services to prepare participants for meaningful employment while supporting City operations. ROP will conduct recruitment activities twice annually at the three high schools within the Redlands Unified School District, identify eligible students, coordinate and schedule interviews, and facilitate participant selection. ROP will provide orientation sessions, job readiness workshops, and ongoing training to equip students with the skills necessary for successful workplace participation. Throughout the program, ROP will offer mentoring, coaching, technical assistance, and regular progress monitoring to support student development and ensure adherence to program expectations. In addition, ROP will coordinate with City supervisors, administer payroll-related processes and approved reimbursements, provide workers' compensation coverage

for participating students, and serve as the primary liaison between students and City staff. These services will create structured, supervised work-based learning opportunities that enhance career readiness while supporting City programs and facilities.

B. City Responsibilities:
The City will provide supervised work-based learning opportunities by placing ROP students at Community and Senior Center facilities, where they will receive hands-on training in customer service, public engagement, and recreation operations. Students will assist residents at service counters, answer questions, support program registration using ActiveNet software, and help promote City programs through marketing and outreach efforts. City staff will provide orientation, mentoring, ongoing supervision, and technical training to ensure participants develop practical workplace skills while supporting daily operations. City will process all purchase orders, transfers or other methods of reimbursement related to expenditures as agreed.

Section 5. Insurance. The City is self-insured for commercial general liability and Workers' Compensation. The following insurance coverage required by this Agreement shall be maintained by the ROP for the duration of its performance of the Services. The ROP shall not perform any Services unless and until the required insurance listed below is obtained by the ROP. The ROP shall provide the City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Commercial General Liability insurance with carriers rated at least A minus by AM Best's. Minimum coverage of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision requiring thirty (30) days prior written notice to the City of any proposed lowering of coverage limits or cancellation of the policy. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by the City. A certificate of insurance and the corresponding blanket additional insured endorsements shall be delivered to the City prior to commencement of any of the Services.

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

C. The ROP shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made and three million dollars ($3,000,000) in the aggregate.

D. The ROP agrees that the City shall not assume, nor shall assume by this MOU or otherwise, any liability under any applicable Workers' Compensation law for, by, or on behalf of any student while said students are on the premises of the City performing any Services under the terms of this MOU, and the ROP agrees to indemnify, defend, and hold the City harmless with respect thereto

as provided herein. The ROP agrees to maintain insurance policies or a self- insurance program in amounts sufficient to satisfy its indemnification obligations.

Section 6. Defense and Indemnity. The ROP shall indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, employees, agents, and volunteers against all claims, demands, suits, judgments, expenses, costs and/or liability of any and every kind arising out of this MOU and resulting from the negligent acts, errors or omissions, or willful misconduct of the ROP, and its directors, officers, employees, agents, volunteers or students on account of the injury or death or persons, or loss or damage to equipment or property of the City.

The City shall indemnify, defend and hold harmless the ROP, its officers, agents, and volunteers against all claims, demands, suits, judgments, expenses, costs and/or liability of any and every kind arising out of this MOU and which result from the negligent acts, errors, or omissions of the City, on account of the injury or death or persons, or loss or damage to equipment or property of the ROP.

In the event the ROP and the City are found to be comparatively at fault for any claim, action, loss or damage with results from their respective obligations under this MOU, the ROP and/or the City shall indemnify the other to the extent of its comparative fault.

Section 7. Notice. Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class certified, registered or express mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	ROP:
City Clerk	Colton-Redlands-Yucaipa ROP
City of Redlands	1214 Indiana Court
P.O. Box 3005	Redlands, CA 92373
jdonaldson@cityofredlands.org	Jason_angle@cry-rop.org
(909)798-7531	(909)793-3115

Section 8. Entire Agreement. This MOU represents the entire agreement of the Parties with respect to the matters contained herein, and supersedes any and all other agreements, either verbal or in writing, between the Parties with respect to such matters. Each Party to this MOU acknowledges and agrees that no representations, inducements, promises or agreements, verbal or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, stipulation or promise not contained in this MOU shall be valid or binding on either Party.

Section 9. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of law's provisions which would serve to defeat application of California substantive law).

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

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

COLTON-REDLANDS-YUCAIPA ROP

By: _____
Jason Angle, Superintendent

EXHIBIT "A"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

Colton-Redlands-Yucaipa ROP

By: _____
Jason Angle, Superintendent

City Council **AGENDA ITEM NO. I21.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8822 and Resolution No. 8823 rescinding Resolution Nos. 8772 and 8773 and Reaffirming Street Lighting District No. 1 and Landscape Maintenance District No. 1 Annual Assessments, and Directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to Place the Assessments on the Fiscal Year 2026-2027 Tax Roll (Facilities and Community Services Department Director Crocker)

MOTION:

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

1. I move to adopt Resolution No. 8822 rescinding Resolution No. 8772 and reaffirming the Street Lighting District No. 1 annual assessments; and

2. I move to adopt Resolution No. 8823 rescinding Resolution No. 8773 and reaffirming the Landscape Maintenance District No. 1 annual assessments, and directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to place both annual assessments on the Fiscal Year 2026-2027 Tax Roll.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8822, rescinding Resolution No. 8772, reaffirming and approving the Street Lighting District No. 1 annual assessments, adopt Resolution No. 8823, rescinding Resolution No 8773, reaffirming and approving the Landscape Maintenance District No. 1 annual assessments, expressly directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the assessments on the Fiscal Year 2026–27 Tax Roll, and authorizing the total amount of the assessments, including applicable County administrative and processing fees, to satisfy the County's requirements for placement on the annual property tax roll.

DISCUSSION:

A public hearing was held on June 16, 2026, to consider the placement of assessments on parcels within the Street Lighting District No. 1 and the Landscape Maintenance District No. 1 on the Fiscal Year 2026-27 property tax roll. Following the public hearing, the City Council adopted Resolution No. 8772 and Resolution No. 8773 confirming the Assessment District Engineer’s Reports and authorizing the submission of the assessments to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector.

Subsequent to the City's submission of the resolutions and assessments, the San Bernardino County Auditor-Controller/Treasurer/Tax Collector reviewed the resolutions and requested additional clarification before accepting the direct charge submission for placement of the assessments on the Fiscal Year 2026-27 tax roll. Specifically, the County requested that the resolutions expressly identify the applicable Fiscal Year 2026-27 tax roll, explicitly direct the Auditor-Controller/Treasurer/Tax Collector to place the charges on that tax roll, and clearly authorize the total amount of the direct charges, including any applicable County administrative or processing fees.

Resolution No. 8822 rescinds and replaces Resolution No. 8772 solely to incorporate the County's requested clarifications while reaffirming the City Council's previous findings and approval of the assessment and submission of the assessments to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the Street Lighting District assessments on the Fiscal Year 2026-27 property tax roll. The replacement resolution does not modify the Assessment District Engineer’s Report, the assessments, the properties subject to the assessments, or the determinations made by the City Council following the duly noticed public hearing held on June 16, 2026. Rather, it provides the additional language requested by the County to allow the previously approved direct charges to be processed and placed on the Fiscal Year 2026-27 tax roll.

Similarly, Resolution No. 8823 rescinds and replaces Resolution No. 8773 solely to incorporate the County's requested clarifications while reaffirming the City Council's previous findings and approval of the assessments and submission of the assessments to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the Landscape Maintenance District assessments on the Fiscal Year 2026–27 property tax roll. The replacement resolution does not modify the Assessment District Engineer’s Report, the assessments, the properties subject to the assessments, or the determinations made by the City Council following the duly noticed public hearing held on June 16, 2026. Rather, it provides the additional language requested by the County to allow the previously approved direct charges to be processed and placed on the Fiscal Year 2026-27 tax roll.

ALTERNATIVES:

The City Council can decide not to adopt Resolution No. 8822 and Resolution No. 8823 and provide alternative direction to staff. Declining to adopt the Resolutions will prevent the Street Lighting District and Landscape Maintenance District assessments from being placed on the San Bernardino County Tax for roll Fiscal Year 2026-27.

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
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Don Young, One Stop Permit Center Manager

FISCAL IMPACT

Fiscal Year: 2026-27

Revenue Generating: Yes

Amount: $

Budgeted Y/N:

Account No.:

Additional Appropriation Required: No

Discussion:

Approval of both resolutions will allow for continued processing of Street Lighting District No. 1 and Landscape Maintenance District No. 1 assessments, as originally approved on June 16, 2026, and will satisfy the County's administrative requirements for placement of the previously approved direct charges on the Fiscal Year 2026-27 tax roll.

Attachments

Resolution_No_8822_SLD_Confirming_Diagram_county_tax_roll.pdf
Resolution_No_8823_LMD_Confirming_Diagram_county_tax_roll.pdf
Resolution_8772.pdf
Resolution_8773.pdf

RESOLUTION NO. 8822

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RESCINDING RESOLUTION NO. 8772, CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2026-2027 FISCAL YEAR IN CONNECTION WITH STREET LIGHTING MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND DIRECTING THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR TO PLACE THE ASSESSMENTS ON THE FISCAL YEAR 2026-2027 TAX ROLL

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

Section 1. Pursuant to its adoption of a prior resolution, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Street Lighting Maintenance District No. 1" (the "District") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2026, and ending June 30, 2027, and ordered Donald Young, One Stop Permit Center Manager, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. This City Council, also by adoption of a prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2026-2027 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, this City Council hereby finds and determines that (i) land within the District will be benefited by the improvements described in the Engineers Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands within the District for the 2023-2024 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2026-2027 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2026-2027.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all monies representing assessments collected by the County to the credit of a special fund for Street Lighting Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Facilities and Community Services Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

Section 17. That the City Council hereby authorizes and directs the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the Street Lighting District No. 1 Assessments for Fiscal Year 2026-2027, plus the San Bernardino County Direct Charge processing fee of $0.30 per parcel, on the current tax roll and collected in the same manner as ordinary property taxes.

Section. 18. That Resolution No. 8772 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 1st day of September, 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was adopted by the City Council, at a regular meeting thereof, held on the 1st day of September, 2026 by the following vote:

AYES:
NOES:
ABSENT
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8823

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RESCINDING RESOLUTION NO. 8773, CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2026-2027 FISCAL YEAR IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND DIRECTING THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR TO PLACE THE ASSESSMENTS ON THE FISCAL YEAR 2026-2027 TAX ROLL

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

Section 1. Pursuant to its adoption of a prior resolution, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Landscape Maintenance District No 1" (the District) pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2026, and ending June 30, 2027, and ordered Donald Young, One Stop Permit Center Manager, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. The City Council, by prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, this City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2026-2027 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, this City Council hereby finds and determines that (i) the land within the District will be benefited by the improvements described in the Engineer's Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands with the District for the 2023-2024 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2026-2027 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2026-2027.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for Landscape Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Facilities and Community Services Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

Section 17. That the City Council hereby authorizes and directs the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the Landscape Maintenance District No. 1 Assessments for Fiscal Year 2026-2027, plus the San Bernardino County Direct Charge processing fee of $0.30 per parcel, on the current tax roll and collected in the same manner as ordinary property taxes.

Section 18. That Resolution No. 8773 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 1st day of September, 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was adopted by the City Council, at a regular meeting thereof, held on the 1st day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8772

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2026-2027 FISCAL YEAR IN CONNECTION WITH STREET LIGHTING MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

Section 1. Pursuant to its adoption of a prior resolution, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Street Lighting Maintenance District No. 1" (the "District") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2026, and ending June 30, 2027, and ordered Donald Young, One Stop Permit Center Manager, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. This City Council, also by adoption of a prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, the City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2026-2027 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, this City Council hereby finds and determines that (i) land within the District will be benefited by the improvements described in the Engineer's Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands within the District for the 2023-2024 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2026-2027 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2026-2027.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all monies representing assessments collected by the County to the credit of a special fund for Street Lighting Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Facilities and Community Services Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

ADOPTED, SIGNED AND APPROVED this 16th day of June, 2026.

Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was adopted by the City Council, at a regular meeting thereof, held on the 16th day of June, 2026 by the following vote:

AYES:	Councilmembers Barich, Tejeda, Davis; Mayor Saucedo
NOES:	None
ABSENT:	Mayor Pro Tem Shaw
ABSTAIN:	None

Jeanne Donaldson, City Clerk

RESOLUTION NO. 8773

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CONFIRMING A DIAGRAM AND ASSESSMENT FOR THE 2023-2024 FISCAL YEAR IN CONNECTION WITH LANDSCAPE MAINTENANCE DISTRICT NO. 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972, PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

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

Section 1. Pursuant to its adoption of a prior resolution, the City Council of the City of Redlands initiated proceedings and declared its intention to levy an assessment against the assessable lots and parcels of property within an existing assessment district designated "Landscape Maintenance District No 1" (the District) pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") for the fiscal year commencing July 1, 2026, and ending June 30, 2027, and ordered Donald Young, One Stop Permit Center Manager, to prepare and file a written report in accordance with Article 4 of Chapter 1 of the Act. The City Council, by prior resolution, approved such Engineer's Report.

Section 2. Following notice duly given in accordance with law, this City Council has held a full and fair public hearing regarding the Engineer's Report and the levy and collection of the proposed assessment within the District for fiscal year 2026-2027 to pay for the costs and expenses of the improvements described in the Engineer's Report pursuant to the terms and provisions of the Act. All interested persons were afforded the opportunity to hear, and be heard regarding, protests and objections to the levy and collection of the proposed assessment against lots or parcels of property within the District. The City Council considered all oral and written statements, protests and communications made or filed by interested persons.

Section 3. Based upon its review of the Engineer's Report and other reports and information, this City Council hereby finds and determines that (i) the land within the District will be benefited by the improvements described in the Engineer's Report (ii) the District includes all of the lands so benefited, and (iii) the net amount to be assessed upon the lands with the District for the 2023-2024 fiscal year in accordance with the Engineer's Report is apportioned by a formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements. Any and all oral and written protests and objections are hereby overruled by the City Council.

Section 4. The City Council declares that the diagram and assessment in the Engineer's Report are hereby confirmed as filed.

Section 5. The City Council hereby orders the improvements described in the Engineer's Report to be made.

Section 6. The assessment is in compliance with the provisions of the Act and the City Council has complied with all law pertaining to the levy of an annual assessment pursuant to the Act.

Section 7. The assessments to be levied and collected against the assessable lots and parcels of property within the District for fiscal year 2026-2027 are not proposed to increase from the assessment levied and collected for fiscal year 1997-1998.

Section 8. The assessment is levied without regard to property valuation.

Section 9. Public property owned by any public agency and in use in the performance of a public function which is included within the boundaries of the District shall not be subject to assessment to be made under these proceedings to pay for any of the costs and expenses of the improvements.

Section 10. The assessment is levied for the purpose of paying the costs and expenses of the improvements described in the Engineer's Report for fiscal year 2026-2027.

Section 11. The improvements described in the Engineer's Report shall be performed pursuant to law.

Section 12. The County Auditor of San Bernardino County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

Section 13. The City Treasurer shall deposit all moneys representing assessments collected by the County to the credit of a special fund for Landscape Maintenance District No. 1.

Section 14. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2026, and ending June 30, 2027.

Section 15. The City Clerk is hereby authorized and directed to file the diagram and assessment, or a certified copy of the diagram and assessment, with the County Auditor, together with a certified copy of this Resolution upon its adoption.

Section 16. A certified copy of the assessment and diagram shall be filed in the City's Facilities and Community Services Department, with a duplicate copy on file in the office of the City Clerk and open for public inspection.

ADOPTED, SIGNED AND APPROVED this 16th day of June, 2026.

Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certifies that the foregoing resolution was adopted by the City Council, at a regular meeting thereof, held on the 16th day of June, 2026 by the following vote:

AYES:	Councilmembers Barich, Tejeda, Davis; Mayor Saucedo
NOES:	None
ABSENT:	Mayor Pro Tem Shaw
ABSTAIN:	None

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I22.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8824 Rescinding Resolution No. 8808 and Approving the Delinquent Administrative Citation and Fine Report, Confirming the Delinquent Administrative Citation and Fines as Liens, and Directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to Place the Delinquent Administrative Citation and Fine Charges on the Fiscal Year 2026-27 Tax Roll (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 adopt Resolution No. 8824, rescinding Resolution No. 8808, reaffirming and approving the Delinquent Administrative and Fine Report, confirming the previously approved delinquent administrative citation and fine charges as liens, and directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the delinquent administrative citation and fine charges on the Fiscal Year 2026-27 Tax Roll.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8824 rescinding Resolution No. 8808; reaffirming and approving the Delinquent Administrative Citation and Fine Report and the submittal of the report to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for recordation of a special assessment on the Fiscal Year 2026-27 tax roll against properties resulting from the non-payment of certain City of Redlands municipal administrative citations; confirming the previously approved delinquent administrative citation and fine charges as liens; expressly directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the delinquent administrative citation and fine charges on the Fiscal Year 2026-27 tax roll; and authorizing the total amount of the direct charges, including applicable County administrative and processing fees, to satisfy the County's requirements for placement on the annual property tax roll.

DISCUSSION:

The Code Enforcement Division follows a progressive compliance process designed to encourage voluntary correction prior to enforcement action. Staff initially conducts inspections to identify violations and educate property owners regarding applicable Municipal Code requirements. Applicable code sections include Chapters 1.22, 2.24, 5.04, 8.04, 8.08, 8.10, 8.20, 8.72, 9.16, 9.32, 12.32, 12.6, 13.52, 13.54, 15.04, 15.36, 18.168, 18.188, and 18.20 of the Redlands Municipal Code (RMC), as well as the California Health and Safety Code Section 17290.3. When violations are confirmed, a Notice of Violation is issued as a courtesy measure, providing the property owners with an opportunity to correct deficiencies without penalty. Notices also include contact information for staff assistance and guidance.

Property owners were notified that if violations were not corrected within a specified time frame, the City proceeds with the administrative citation process pursuant to Section 1.22 of the RMC. This process provides additional notices, escalating penalties, and the opportunity to appeal citations before an independent third-party administrative hearing officer. In accordance with Section 1.22.140(b) of the RMC, unpaid administrative citation fines may be imposed as special assessments against the affected properties. The City is required to prepare a report detailing delinquent fines and related property information before liens are recorded.

Delinquent accounts are sent letters indicating that the City may proceed in accordance with Redlands Municipal Code Section 13.64060(B), which states, in part:

> "In addition to any other remedies it may have for the collection of delinquent accounts, the city may cause notice of a hearing on delinquent accounts in accordance with Government Code Sections 25830.1 and 38790.1. Such notice shall be mailed to property owners listed as delinquent accounts not less than ten (10 days prior to the date of the hearing. At the hearing, the City Council shall hear any objections or protests of such property owners. The City Council may make such revisions, corrections or deletions to the report of delinquent accounts as it deems just, after which, by resolution, the report shall be confirmed. The delinquent charges set forth in the delinquent account report may be placed as a lien on such properties for the amount to such delinquent charges plus legal fees and administration costs. A certified copy of the confirmed report shall be filed with the City Clerk for the current tax roll."

Thirty-two (32) letters were mailed to property owners on May 21, 2026, providing notice that the City Council would hold a public hearing on July 7, 2026, to consider the placement of delinquent administrative citation and fine charges on the Fiscal Year 2026-27 property tax roll. Following the public hearing, the City Council adopted Resolution No. 8808 confirming the Delinquent Administrative and Fine Report, and authorizing the submission of the delinquent accounts to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector.

Subsequent to the City's submission, San Bernardino County reviewed the resolution and requested additional clarification before accepting the direct charge submission for placement on the Fiscal Year 2026-27 tax roll. Specifically, the County requested that the resolution expressly identify the applicable Fiscal Year 2026-27 tax roll, explicitly direct the Auditor-Controller/Treasurer/Tax Collector to place the charges on that tax roll, and clearly authorize the total amount of the direct charges, including any applicable County administrative or processing fees.

Resolution No. 8824 rescinds and replaces Resolution No. 8808 solely to incorporate the County's requested clarifications while reaffirming the City Council's previous findings and approval of the Delinquent Administrative Citation and Fine Report and submission of the report to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the delinquent administrative citation and fine charges on the Fiscal Year 2026-27 property tax roll. The replacement resolution does not modify the Delinquent Administrative Citation and Fine Report, the delinquent charges, the properties subject to liens, or the determinations made by the City Council following the duly noticed public hearing held on July 7, 2026. Rather, it provides the additional language requested by the County to allow the previously approved direct charges to be processed and placed on the Fiscal Year 2026-27 tax roll.

The cost to apply a special assessment to the tax roll is $0.30 per parcel, which is charged to the property owner. At the time the notices were prepared for mailing, thirty-two (32) accounts totaling $20,092.50 were delinquent and twenty-three (23) accounts remain delinquent totaling $16,392.50. Prior to the City's submission to the County, staff accepted payments through August 3, 2026, and any accounts brought current were removed from the final lien list submitted for placement on the Fiscal Year 2026-27 property tax roll. If additional delinquencies occur, future special assessments may be placed on the tax roll in accordance with the Redlands Municipal Code.

ALTERNATIVES:

Do not adopt Resolution No. 8824 and provide alternative direction to staff. Declining to adopt this Resolution will prevent the Delinquent Administrative Citation and Fine Report from being placed on the San Bernardino County Fiscal Year 2026-27 Tax Roll.

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
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Tricia Munoz, Management Analyst

FISCAL IMPACT

Fiscal Year: 2026-27

Revenue Generating: Yes

Amount: $16,392.50

Budgeted Y/N: Y

Account No.: Various

Additional Appropriation Required: No

Discussion:

Approval of this resolution will provide for escalated procedures in an attempt to capture up to $16,392.50 in delinquent administrative citation and fine charges. Adoption of the replacement resolution will also satisfy the County's administrative requirements for placement of the previously approved direct charges on the Fiscal Year 2026-27 tax roll.

Attachments

Resolution_No_8824_Delinquent_Administrative_Citations_county_tax_roll.pdf
Resolution_No_8808.pdf
Citation_Report_2026.pdf

RESOLUTION NO. 8824

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RECINDING RESOLUTION NO. 8808, APPROVING A DELINQUENT ADMINISTRATIVE CITATION FINE REPORT, CONFIRMING THE DELINQUENT ADMINISTRATIVE CITATION FINE CHARGES AS LIENS, AND DIRECTING THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR TO PLACE THE DELINQUENT ADMINISTRATIVE CITATION FINE CHARGES ON THE FISCAL YEAR 2026-2027 TAX ROLL

WHEREAS, the City of Redlands has issued administrative citations to the owners of various properties located within the City; and

WHEREAS, the property owners who received the administrative citations are identified in the City Manager's report and have failed to pay the delinquent fines for such citations; and

WHEREAS, Section 1.22.140 of the Redlands Municipal Code provides that "…fines levied by administrative citation, or by administrative hearing order, constitute a special assessment against each lot or parcel of land upon which the violation existed, and as thus made and confirmed shall also become the personal obligation of each lot or parcel of land;" and

WHEREAS, pursuant to Section 1.22.140 of the Redlands Municipal Code, on June 16, 2026, a duly noticed public hearing was held at which the property owners were provided the opportunity to object or protest the proposed adoption of Resolution No. 8808; and

WHEREAS, the City Council of the City of Redlands possess authority to and, having considered the City Manager's report regarding delinquent administrative citations, together with any objections and protests by the property owners of various locations, desires to declare the delinquent fines as special assessments and cause such fines to be recorded as a lien against the properties identified in the report; and

WHEREAS, the City Council desires to rescind Resolution No. 8808 and adopt this Resolution solely to clarify the direction to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector regarding placement of the previously confirmed delinquent administrative citation fine charges on the Fiscal Year 2026-2027 tax roll and expressly authorize the total amount of the direct charges, including any applicable County administrative or processing fees, without modifying the delinquent charges or the determinations made following the public hearing held on July 7, 2026.

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. Resolution No. 8808 is hereby rescinded in its entirety and replaced by this Resolution. The City Council hereby reaffirms and approves the Delinquent Administrative Citation Fine charges as liens and expressly directs the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the unpaid delinquent administrative citation fine

charges on the Fiscal Year 2026-2027 San Bernardino County property tax roll against those properties that remain delinquent as of August 4, 2026. Any accounts brought current prior to submission shall be removed from the final lien list.

Section 2. The City Council hereby authorizes the total amount of the direct charge, including all unpaid delinquent administrative citation fine charges and any applicable San Bernardino County administrative or processing fees, including the current Direct Charge processing fee of $0.30 per parcel, to be placed on the Fiscal Year 2026-2027 San Bernardino County tax roll by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector and collected in the same manner as property taxes.

Section 3. The City Clerk of the City of Redlands is hereby authorized and directed to send a certified copy of this resolution to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector, or officer holding the equivalent position of auditor, for the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 1st day of September, 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 1st day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8808

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING A DELINQUENT ADMINISTRATIVE CITATION FINE REPORT AND SUBMITTAL OF A NOTICE OF LIEN TO THE SAN BERNARDINO COUNTY AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR FOR PROCESSING

WHEREAS, the City of Redlands has issued administrative citations to the owners of various properties located within the City; and

WHEREAS, the property owners who received the administrative citations are identified in the City Manager's report and have failed to pay the delinquent fines for such citations; and

WHEREAS, Section 1.22.140 of the Redlands Municipal Code provides that "…fines levied by administrative citation, or by administrative hearing order, constitute a special assessment against each lot or parcel of land upon which the violation existed, and as thus made and confirmed shall also become the personal obligation of each lot or parcel of land;" and

WHEREAS, pursuant to Section 1.22.140 of the Redlands Municipal Code, on June 16, 2026, a duly noticed public hearing was held at which the property owners were provided the opportunity to object or protest the proposed adoption of this resolution; and

WHEREAS, the City Council of the City of Redlands, having considered the City Manager's report regarding delinquent administrative citations, together with any objections and protests by the property owners of various locations, desires to declare the delinquent fines as special assessments and cause such fines to be recorded as a lien against the properties identified in the report;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. The City Council approves the delinquent administrative citation fines report submitted by the City Manager and confirms such delinquent fines to be entered as special assessments on the property tax roll against the properties identified in the report.

Section 2. The City Clerk of the City of Redlands, and the City's Finance Director, are hereby authorized and directed to send a certified copy of this resolution and a Notice of Lien for the delinquent fines (as special assessments), and all other appropriate documentation to place the fines in the tax roll to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for the County of San Bernardino.

ADOPTED, SIGNED AND APPROVED this 7th day of July, 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 7th day of July, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Jeanne Donaldson, City Clerk

CITY OF REDLANDS
ADMINISTRATIVE CITATIONS
FY: _____
MISCELLANEOUS
Updated as of : 8/04/2026

	VIOLATION ADDRESS					ADDRESS								
APN	NUMBER	N/S/E/W	STREET	CITY	ZIP	NUMBER	STREET	CITY	STATE	ZIP	CITATION DATE	DUE DATE	CITATION#	CASE#
1212301480000	1309		Jean Ave	Redlands	92374		P.O. Box 2183	Rialto	CA	92377	07/31/25	08/18/25	A25-018205	V25-000097
1212271510000	1104	E	Pennsylvania Ave	Redlands	92374	13059	Turquoise Ave	Scottsdale	AZ	85259	08/06/25	08/26/25	24-0641-1	24-0641
0300215770000	31473		Alta Vista Dr	Redlands	92373	31473	Alta Vista Dr	Redlands	CA	92373	12/16/25	01/05/26	22-0648-01	22-0648
0292163030000	11030		Nevada St	Redlands	92373	11030	Nevada St	Redlands	CA	92373	08/30/25	09/19/25	V25-000099	A25-018200
0176392060000	458		Marilyn Ln	Redlands	92373		P.O. Box 12084	San Bernardino	CA	92423	07/11/25	07/26/25	24-0681-03	24-0681
0176392060000	458		Marilyn Ln	Redlands	92373		P.O. Box 12084	San Bernardino	CA	92423	10/06/25	10/26/25	24-0681-04	24-0681
0174231190000	1550		Marion Rd	Redlands	92374	1309	Coffeen Ave	Sheridan	WY	14906	04/03/26	04/23/26	23-1100-01	23-1100
0174034170000	259	E	Crescent Ave	Redlands	92373	261	Crescent Ave	Redlands	CA	92373	03/02/26	03/22/26	25-0870-01	25-0870
0174034170000	259	E	Crescent Ave	Redlands	92373	261	Crescent Ave	Redlands	CA	92373	03/20/26	03/09/26	25-0870-02	25-0870
0174034170000	259	E	Crescent Ave	Redlands	92373	261	Crescent Ave	Redlands	CA	92373	04/16/26	05/06/26	25-0870-03	25-0870
0170132260000	838	E	High Ave	Redlands	92374	11669	Anderson St	Loma Linda	CA	92354	05/06/26	05/21/26	22-0355-01	22-0355
0170021020000	902	E	Brockton Ave	Redlands	92374	902	Brockton	Redlands	CA	92374	02/09/26	03/01/26	25-0729-02	25-0729
0167791010000	1402		Karon St	Redlands	92374	PO BOX	9896	Redlands	CA	92375	04/15/26	05/05/26	25-0312-01	25-0312
0167641050000	1898		Marigold Ave	Redlands	92374	1800	Wazee St STE 500	Denver	CO	80202	08/06/25	08/26/25	24-0899-02	24-0899
0167313050000	103		Hartzell Ave	Redlands	92374	103	Hartzell Ave	Redlands	CA	92374	08/19/25	09/08/25	V25-000098	A25-18293
0167313050000	103		Hartzell Ave	Redlands	92374	103	Hartzell Ave	Redlands	CA	92374	02/04/26	02/24/26	V26-000102	A26-018879
0167313050000	103		Hartzell Ave	Redlands	92374	103	Hartzell Ave	Redlands	CA	92374	02/25/26	03/17/26	V26-000103	A26-018879
0167313050000	103		Hartzell Ave	Redlands	92374	103	Hartzell Ave	Redlands	CA	92374	03/11/26	03/31/26	V26-000104	A26-018879
0167292140000			Sun Ave and Columbia	Redlands	92374	1149	Clay St	Redlands	CA	92374	04/25/26	05/15/26	V26-000105	A26-019381
0167271510000	521	E	Brockton Ave	Redlands	92374	1520	San Jacinto Ave	San Jacinto	CA	92583	10/02/25	10/16/25	25-0841-01	25-0841
0167271510000	521	E	Brockton Ave	Redlands	92374	1520	San Jacinto Ave	San Jacinto	CA	92583	10/21/25	11/03/25	25-0841-02	25-0841
0167181180000	1429		Calhoun St	Redlands	92374	1429	Calhoun St	Redlands	CA	92374	04/08/26	04/28/26	22-0349-04	22-0349
0167362100000	225		Doyle Ave	Redlands	92374	225	Doyle Ave	Redlands	CA	92374	5/7/2026	05/27/26	V26-000106	A26-019433
TOTAL														

CURRENT FINE AMOUNT	DELINQUENT FINE AMOUNT	25% LATE PAYMENT CHARGE	No. of months Deliquent	No. of months subject to interest	INTEREST (10% PER MONTH)	TOTAL DUE	NOTES
	$ 100.00	$ 25.00	9.04	9	$ 90.00	$ 215.00	**Animal Services**
	$ 300.00	$ 75.00	8.78	8	$ 240.00	$ 615.00	
$400		$ -	4.44	4	$ -	$ 400.00	
	$ 250.00	$ 62.50	7.99	7	$ 175.00	$ 487.50	**Animal Services**
	$ 1,500.00	$ 375.00	9.80	9	$ 1,350.00	$ 3,225.00	
$3,200.00		$ -	6.77	6	$ -	$ 3,200.00	
$100		$ -	0.89	-	$ -	$ 100.00	
$300		$ -	1.94	1	$ -	$ 300.00	
$700		$ -	2.37	2	$ -	$ 700.00	
$1,700		$ -	0.46	-	$ -	$ 1,700.00	
$ 400.00		$ -	(0.03)	(1)	$ -	$ 400.00	
$800		$ -	2.63	2	$ -	$ 800.00	
$400		$ -	0.49	-	$ -	$ 400.00	
	$ 100.00	$ 25.00	8.78	8	$ 80.00	$ 205.00	
	$ 100.00	$ 25.00	8.35	8	$ 80.00	$ 205.00	**Animal Services**
	$300.00	$ 75.00	2.79	2	$ 60.00	$ 435.00	**Animal Services**
	$400	$ 100.00	2.10	2	$ 80.00	$ 580.00	**Animal Services**
	$500	$ 125.00	1.64	1	$ 50.00	$ 675.00	**Animal Services**
	$600	$ 150.00	0.16	-	$ -	$ 750.00	**Animal Services**
$ 100.00		$ -	7.10	7	$ -	$ 100.00	
$ 200.00		$ -	6.51	6	$ -	$ 200.00	
$200		$ -	0.72	-	$ -	$ 200.00	
	$400	$ 100.00	(0.23)	(1)	$ -	$ 500.00	**Animal Services**
						$ 16,392.50	

City Council **AGENDA ITEM NO. I23.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $2,040.00 related to the Art-On-State Street event hosted by the Redlands Art Association on September 20, 2026; approve temporary street closures; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION:

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

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve the request for in-kind support in the amount of $2,040.00 for the Art-On-State Street event, and approve the temporary street closure related to this event.

RECOMMENDATION:

Staff further recommends that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act. Staff recommends that the City Council authorize the request for in-kind support in the amount of $2,040.00 and approve the temporary street closure related to the Art-On-State Street event.

DISCUSSION:

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

The Redlands Art Association, a local nonprofit organization based in the City of Redlands, is preparing to host the annual Art-On-State-Street event on Sunday, September 20, 2026. The event will be held on East State Street between 6th Street and 7th Street from 10:00 a.m. to 5:00 p.m. According to the application, the anticipated attendance for the annual event is approximately 1,000 attendees, and the event will include 40 vendors.
The Redlands Art Association intends to use proceeds from the event to further art education at its art center in downtown Redlands.

The Redlands Art Association is requesting in-kind support valued at an estimated $2,040.00, including Facilities and Community Services personnel and equipment to support the event and associated street closure. The requested temporary closure of East State Street between 6th and 7th Streets would be on Sunday, September 20, 2026, from 7:00 a.m. to 6:00 p.m. The City Council previously approved $3,150.00 for last year's event, held on Sunday, September 28, 2025.

This event qualifies for a categorical exemption from CEQA review under Section 15311(c) of the CEQA Guidelines, which applies to temporary or minor use of land having negligible or no permanent effects, including temporary placement of mobile food units, portable restrooms, or similar facilities in public parks or other facilities designed for public use.

ALTERNATIVES:

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

STRATEGIC PLAN:

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

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Nathalie Ayala, Administrative Assistant

FISCAL IMPACT

Fiscal Year: FY 26/27

Revenue Generating: No

Amount: $2,040.00

Budgeted Y/N: N

Account No.: N/A

Additional Appropriation Required: No

Discussion: Please see the Fiscal Impact attachment for reference.

Attachments

A_Special_Event_Application_-_Art-On-State-St.pdf
B_In-Kind_Request_-_Art-On-State-St.pdf
C_Event_Flyer_-_Art-On-State-St.pdf
D_Street_Closure_Permit_-_Art-On-State-St.pdf
E_Verification_of_Non-Profit_-_Art-On-State-St.pdf
F_Fiscal_Impact_-_Art-on-State-St.pdf

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

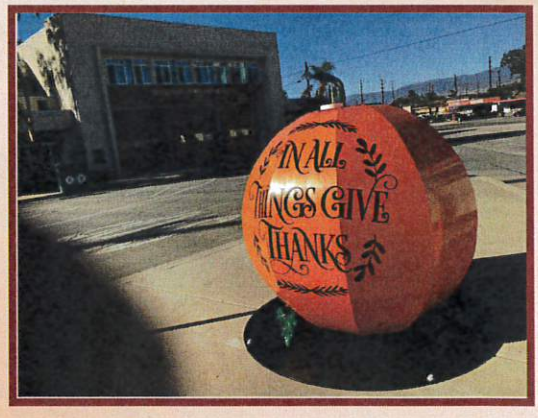
SPECIAL EVENTS PERMIT APPLICATION

EVENT: ART-ON-STATE-STREET 9'26

ORGANIZER: SANDY DAVIES

Date of Event: 09 / 20 / 2026

Date Submitted: 07 / 16 / 2026



NOTICE TO PERMIT APPLICANT

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

SUMMARY OF EVENT

Event Title ART-ON-STATE-STREET

Description ART-ON-STATE-STREET IS REDLANDS ART ASSOCIATION SEMI-ANNUAL STREET SHOW/SALE. RAA ARTISTS WILL LINE THE STREET WITH THEIR ART.

Date/Time

Setup	Date 09/20/2026	Time 7AM	Location(s) STATE STREET
Event Starts	Date 09/20/2026	Time 10AM	Location(s) STATE STREET
Event Ends	Date 09/20/2026	Time 5PM	Location(s) STATE STREET
Dismantle	Date 09/20/2026	Time 5PM	Location(s) STATE STREET

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 1,000 Per Day 1,000

Anticipated Participants: Total 1,000 Per Day X

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

	Primary Contact:	Secondary Contact
Name:	SANDY DAVIES	
Address:	215 E STATE ST	
City, State, Zip	REDLANDS CA 92373	
Phone:	909-273-4598	
Email:	SANDYDAVIES@VERIZON.NET	

Name of Organization: Redlands Art Association Is it Non-Profit? Yes
Tax I.D. #: _____

Yes	No	
●	○	Is this an annual event? How many years have you been holding this event? 8
●	○	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
○	●	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
○	●	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
○	●	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
○	●	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
○	●	Vendor(s)? If yes please complete the Vendor List in Appendix A.

SITE PLAN

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

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

TIMELINE

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

HOUR	ACTION
7-10 AM	SET UP
10 AM - 5PM	EVENT PROCEEDS
5-6 PM	TEAR DOWN/PACK UP

ACCESSIBILITY PLAN

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

YES NO

- ☑ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe _
  EMERGENCY VEHICLE ACCESS ON STATE STREET
- ☑ ☑ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe
- ☑ ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe
  RAA GALLERY RESTROOM IS ADA COMPLIANT
- ☑ ☐ Will all food, beverage and vending areas be accessible? Please describe
  NONE
- ☑ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe
  NONE
- ☑ ☐ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe
  NONE
- ☑ ☐ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe
  THE GALLERY SERVES AN INFORMATION CENTER
- ☑ ☐ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe

RESTROOM FACILITIES PLAN

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

Yes No

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

If yes: Total number of portable toilets

If no: Please explain: RAA GALLERY IS ADA COMPLIANT AND WILL BE AVAILABLE FOR THE DURATION OF THE EVENT

Rest Room Company

Address Street

City State Zip

Telephone Day Evening Fax Pager/Cellular

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
☒	☐	Will items or services be sold at your event?
☒	☐	Will you have some education only (not selling a product or service) booths?
☐	☒	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
☒	☐	Does your event include food concession and/or preparation areas?
☐	☒	Do you intend to cook food in the event area?

If yes, please specify method:

- ☐ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)

ENTERTAINMENT PLAN

YES NO

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

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

Number of Stages _____

Number of Performers/Bands _____

Performer/Band name and music type _____

☐ ☐ Will sound checks be conducted prior to the event?

If yes, Start time_____Finish time_____

☐ ☐ Will sound amplification be used?

If yes, Start time_____Finish time _____

☐ ☐ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe _____

☐ ☐ Please describe the sound equipment that will be used for your event _____

_____

☐ ☐ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe

_____

☐ ☐ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe

_____

☐ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe

_____

☐ ☐ Will there be massage activities at your event? If yes, please describe_____

_____

☐ ☐ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe _____

_____ _____ _____

ALCOHOL

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

Yes No

☐ ☐ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

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

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

MITIGATION OF IMPACT

YES NO

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

If no, please explain _____

_____

_____

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

If no, please explain _____

_____

_____

MARKETING AND PUBLIC RELATIONS

Yes No

☒ ☐ Will this event be marketed, promoted, or advertised in anymanner?

f yes, please describe e ACH ARTIST WILLPROMOTE THEIR PARTICIPATION IN THEIR SOCIAL PLATFORMS.
WE PLAN TO ADVERTISE IN THE LOCAL NEWPAPERS, RAA'S E-NEWS;ETTER & WEBSITE; SOCIAL PLATFORMS AND FLYERS IN THE GALLERY. E

☐ ☒ Will there by live media coverage during the event?

f yes, please describe _____

☐ ☒ Will media vehicles be parked within the event venue?

f yes, please describe safety plan _____

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

f yes, please describe _____

INSURANCE REQUIREMENTS

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

Name of Insurance Agency HUB INTERNATIONAL INSURANCE

Address Street 3580 UNIVERSITY AVE

City RIVERSIDE State CA Zip 92501

Telephone Day 951-788-8500 Evening _____ Fax _____ Pager/Cellular _____

Contact Name SAMANTHA ORF

Policy Type COMMERCIAL INSURANCE LIABILITY PACKAGE POLICY

Policy Amount $1,000,000

Policy Number PAC 8049987 11

AFFIDAVIT OF APPLICANT

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

Print Name of Applicant/Host Organization SANDY DAVIES, REDLANDS ART ASSOCIATION

Title EVENT COORDINATOR AND PUBLICITY DIRECTOR

Signature Sandy Davies

Date 07/14/2026

Print Name of Professional Event Organizer _____

Title _____

Signature _____

Date _____

City of Redlands

In-Kind Support Request

Event Name: Art-On-State-Street 9'26

Event Date(s): 9-20-26 **Location(s):** State Street, between 6th & 7th Streets

Rain Out Date: 9-27-26 **Beginning Time:** 7 am **End Time:** 6 pm

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

We request State Street, between 6th & 7th Streets be closed to vehicular traffic to enable the Redlands Art Association's art show and sale.
No Parking signs will need to be set out prior to the event.
Event boxes will be needed (4).

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — barricades and personnel to set them up/take down.
- [ ] Police (*Public Safety Personnel*)
- [ ] Fire (*Paramedics, Inspectors*)
- [ ] Parks (*Cleanup Personnel, Ball Field Lights*)
- [ ] Facility

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

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

- [ ] Other

Group/Organization Name: Redlands Art Association Gallery & Education Center

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

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? yes, thank you.

Primary Contact Name & Title: Sandy Davies, event coordinator

Mailing Address: 215 E State St, Redlands, CA 92373-5232

Phone Number: 909-273-4598 **E-Mail Address:** sandydavies@verizon.net

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

First of all, this is a fundraising event for Redlands Art Association. Secondly, the artists of RAA show and sell their art. Part of the RAA mission (art education) is to help the artist present their art to the public, and thirdly, we hope to educate the public to the types of art found by local artists.

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

We agree with other community groups that Redlands can be a tourist destination. We want to bring people to our event and the downtown gallery - show off the downtown with a safe, family friendly event. The participating artists will be using social media to bring people in.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	1000	1000	
Attendance: Non-Residents	300	300	
Food & Beverage Sales			
Merchandise Sales			
Ticket/Entrance Fees			
Other			
Total Revenue	$6000 art sales	$6000 art sales	

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

Signature: Sandy Davies **Title:** Event Coordinator

Please Print Your Name: Sandra Davies **Date:** 7-13-2026

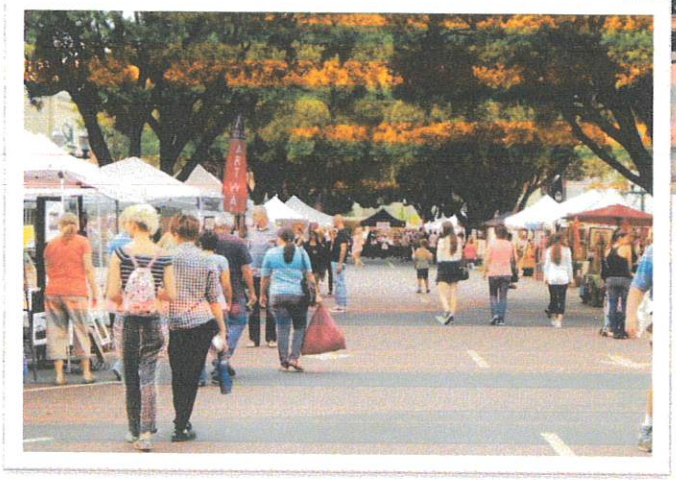
To Be Completed by the City of Redlands

Date Received: 07/15/2026 **Received By:** Jaclyn Ramirez

Notes:

City Manager Approval: City Council Approval:

STREET ART SALE



Sunday ONLY
SEPTEMBER 20
10 am to 5 pm

Art–on–State–Street

State Street in front of the ART GALLERY,
215 E. State St., downtown Redlands

ARTS & CRAFTS SALE

Redlands Art Association's
Semi-Annual Outdoor Sale

redlands
ART ASSOCIATION

Event: ART-ON-STATE-STREET Date: 9/20/26

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

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

Permission is hereby granted to: REDLANDS ART ASSOCIATION

To close (street names) STATE STREET

Between (street names) 6TH & 7TH

Day & date 9/20/26 **Event times -** from (time) 7 ☑ am ☐ pm to (time) 6 ☐ am ☑ pm

Address of Applicant: 215 E. STATE ST, REDLANDS Phone No: 909-273-4598

Signature of Applicant: _____ Applicant Name (print): SANDY DAVIES

Condition(s);**set up & clean up time required**: SET-UP 7-8AM, CLEAN UP 5-6PM

Event Description: BI-ANNUAL ART SHOW & SALE, FAMILY FRIENDLY FUNDRAISER FOR NON-PROFIT REDLANDS ART ASSOCIATION. SALES BENEFIT BOTH RAA ARTISTS AND COMMUNITY ARTISTS.

FOR OFFICE USE ONLY

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

1. _____ Chief of Police — Date 7/29/26
2. _____ Municipal Utilities & Engineering Department — Date 7/29/26
3. _____ Facilities & Community Services Department — Date 7/28/26
4. _____ Risk Management Division — Date 7/29/26

Street Closure time: From 6 ☒ am ☐ pm To 7 ☐ am ☒ pm

Staff Notes:

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

REDLANDS ART ASSOCIATION
C/O SUZANNE BURKE
215 EAST STATE STATE STREET
REDLANDS, CA 92373

Date:
03/18/2022
Employer ID number:

Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 15, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053716008631

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2026-2027 Amount**	**Type**	**2025-2026 Amount**
Police Personnel[1]	$0.00	Hard Cost	$0.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$600.00	Hard Cost	$3,150.00
Personnel & Equipment Subtotal	**$600.00**		**$3,150.00**
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$1,440.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$1,440.00**		**$0.00**
Total Departmental Charges and Fees	**$2,040.00**		**$0.00**
	$600.00 **$1,440.00** **$2,040.00**	Hard Cost Soft Cost Total	**$3,150.00** **$0.00** **$3,150.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2026-27 to date:

TABLE 2: FY 2026-27 Fee Waivers approved by council to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$322,255.40	$29,491.26	$0.00	$351,746.66	$351,746.66

City Council **AGENDA ITEM NO. I24.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and in-kind request in the amount of $44,048.44 related to the Believe Walk event hosted by the Stater Bros Charities on Sunday, October 4, 2026, approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION:

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

1. I move to determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve the in-kind support request in the amount of $44,048.44 for the Stater Bros Charities Believe Walk, and approve the temporary street closures related to this event.

RECOMMENDATION:

Staff recommends that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council approve the request for in-kind support in the amount of $44,048.44 for the Stater Bros Charities Believe Walk event to be held on Sunday, October 4, 2026, and approve the temporary street closures related to the event.

DISCUSSION:

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

Stater Bros Charities, a nonprofit organization, is preparing to host the 19th annual Believe Walk on Sunday, October 4, 2026. The event will occur from 8:30 a.m. through 12:00 p.m. and set-up for the event will begin on Saturday, October 3, 2026, at 7:00 a.m. According to Stater Bros Charities, the anticipated attendance for the annual Believe Walk event is approximately 10,000 attendees. Stater Bros Charities' Believe Walk raises funds for cancer centers and cancer support services that directly impact cancer patients and their families. This year, the event is expected to raise over $800,000 for programs and services in the Inland Empire.

Stater Bros Charities is requesting in-kind support valued at an estimated $44,048.44, including Police, Fire, and Facilities and Community Services personnel and equipment, as well as the waiver of Smiley Park reservation fees in support of the event and associated street closures. The City Council previously approved $45,271.82 in in-kind support for last year's 18th annual Believe Walk, held on Sunday, October 5, 2025.

The requested temporary street closures would begin on Saturday, October 3, with East Vine Street between Cajon Street and South 4th Street closing at 6:00 a.m.; South Eureka Street between the Contemporary Club parking lot and the Joslyn Senior Center parking lot closing at 7:00 a.m.; and State Street between 6th Street and 8th Street, along with 7th Street between East Citrus Avenue and the alley immediately south of Redlands Boulevard, closing at 2:00 p.m. Additional closures would begin on Sunday, October 4, at 3:00 a.m., including State Street between Orange Street and 8th Street; Orange Street between Redlands Boulevard and Citrus Avenue; 5th Street between Redlands Boulevard and Citrus Avenue; 6th and 7th Streets between the alley immediately south of Redlands Boulevard and Citrus Avenue; and 8th Street between Redlands Boulevard and Citrus Avenue. Beginning at 8:00 a.m., additional closures would include Grant Street, South Eureka Street, and South 4th Street between West Olive Avenue and Vine Street.

This event qualifies for a categorical exemption from CEQA review under Section 15311(c) of the CEQA Guidelines, which applies to temporary or minor use of land having negligible or no permanent effects, including temporary placement of mobile food units, portable restrooms, or similar facilities in public parks or other facilities designed for public use.

ALTERNATIVES:

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

STRATEGIC PLAN:

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

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

REVIEWED BY:
James Garland, Interim Finance Director
Danielle Garcia, Assistant City Manager

PREPARED BY:
Nathalie Ayala, Administrative Assistant

FISCAL IMPACT

Fiscal Year: FY 26/27

Revenue Generating: No

Amount: $44,048.44

Budgeted Y/N: No

Account No.: N/A

Additional Appropriation Required: No

Discussion:

Please see the Fiscal Impact attachment for reference

Attachments

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

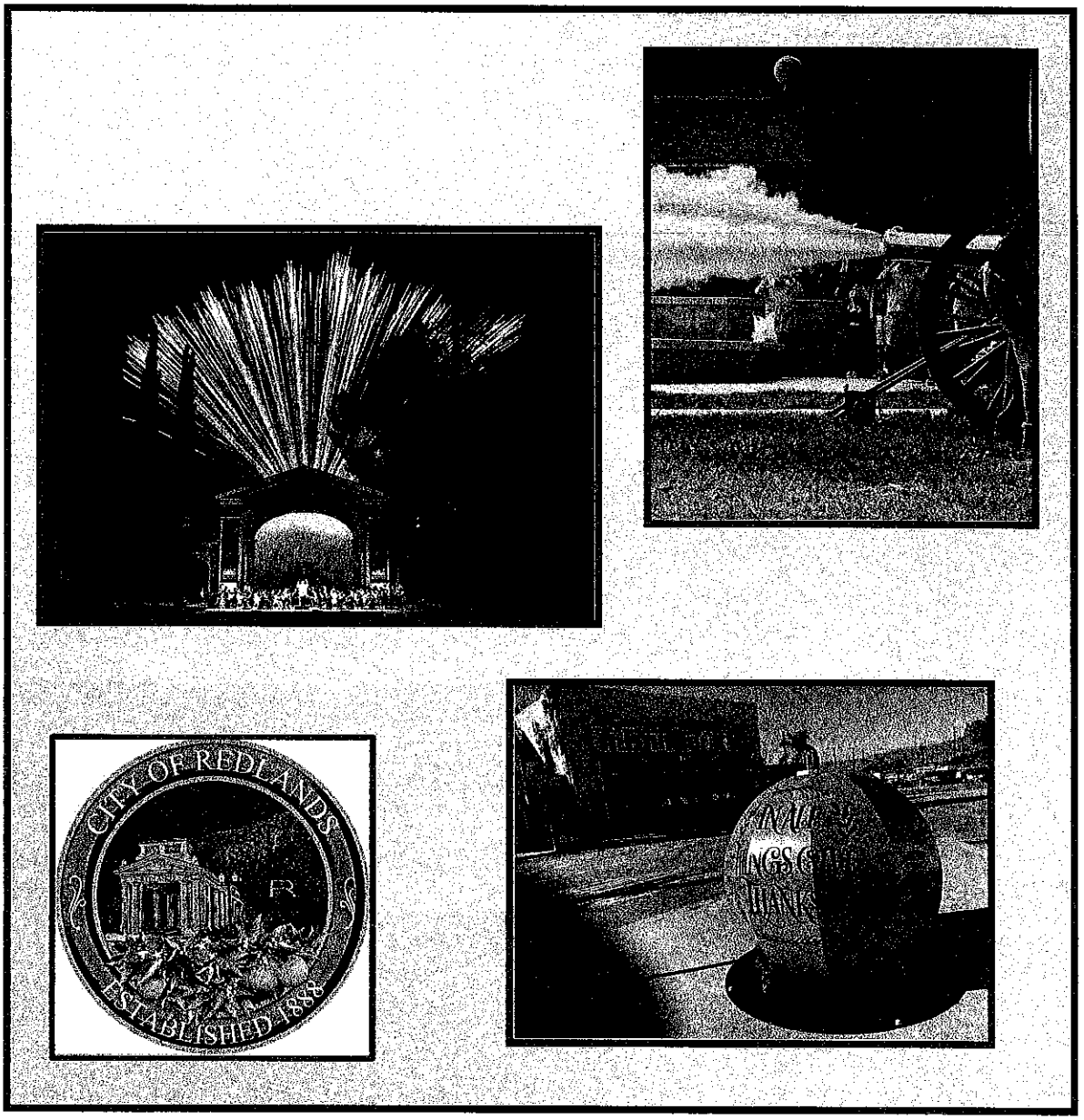
SPECIAL EVENTS PERMIT APPLICATION

EVENT: Stater Bros. Charities Believe Walk

ORGANIZER: Stater Bros. Charities

Date of Event: 10 /04 /26

Date Submitted: 5 / 20 / 26



NOTICE TO PERMIT APPLICANT

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

SUMMARY OF EVENT

Event Title 19th Annual Believe Walk

Description The Believe Walk is a 5k Walk fundraiser. The funds raised through the Believe Walk directly impacts cancer fighting organizations and support services in the Inland Empire.

Date/Time

Setup	Date 10/3/26	Time 7:00 am	Location(s) State St., 5K Route	Redlands Bowl
Event Starts	Date 10/4/26	Time 8:30 am	Location(s)	
Event Ends	Date 10/4/26	Time 12:00 pm	Location(s) Orange, State Stre	Redlands Bowl
Dismantle	Date 10/4/26	Time	Location(s) Orange, State Stre	Redlands Bowl

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 10,000 Per Day Sunday, 10/4/26

Anticipated Participants: Total _____ Per Day _____

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

	Primary Contact:	Secondary Contact
Name:	Tracy Marquez	
Address:	301 S, Tippecanoe Ave	
City, State, Zip	San Bernardino, CA 92408	
Phone:	909-202-2486	
Email:	tracy.believewalk@gmail.com	

Name of Organization: Stater Bros. Charities Is it Non-Profit? Yes

Tax I.D. #:

Yes	No	
☒	☐	Is this an annual event? How many years have you been holding this event? 18
☒	☐	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
☐	☒	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
☐	◉	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
☒	☐	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
☐	☒	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
☒	☐	Vendor(s)? If yes please complete the Vendor List in Appendix A.

SITE PLAN

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

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

TIMELINE

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

HOUR	ACTION
Attachment A	

SECURITY PLAN

YES NO

■ ☐ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization: Unified Protective Services

Address Street: 206 W. 6th Suite 206

City: Los Angeles State: California Zip: 90014

Telephone Day: 310-561-0397 Evening: 909-561-0397 Fax: _____ Pager/Cellular: _____

Private Patrol Operator License#: 1206714

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. We are working with the Redlands Police Department, San Bernardino County Sherrifs Dept. a Private Security firm along with Redlands Fire Department and local medical organizatrions to provide safety, crowd control, medical readiness, emergency services and evacuation

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires amedical plan.

YES NO

■ ☐ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

Yes, Stater Bros. Charities is working with two local hospitals to provide registered nurses (RN) at both of our Aid Stations. Stand by AMR

If yes, please list:

Medical Services Provider: Redlands Community Hospital and St. Bernardine Medical Center, AMR

William West . MSN, RN, NPS-BC, AGACNP, CEN, CCRN

Address Street

City: San Bernardino State: CA Zip: 92404

Telephone Day: 909-883-8711ext:23638 Evening: 760-559-3822 Fax: _____ Pager/Cellular: 760-559-3822

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

Stater Bros. Charities Believe Walk has secured 5 nurses to be on site at our aid stations/ (3) St. Bernardine Medical Center RN's on route at Palm and Hibiscus and (2) RN's at the Finishline located at the Redlands Bowl. We are also working with Redlands Fire Dept. and AMR for stand by units.

See attachment "B" mediacl and emergency communications plan

ACCESSIBILITY PLAN

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

YES NO

☐ Will there be a Clear Path of Travel throughout your event venue? Please describe _
Yes, the route utilizes the City of Redlands temporary closed steets and walk ways.

☐ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe We use public authorized and designated parking

☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Pleasedescribe Yes, We provide accessible restrooms.

☐ Will all food, beverage and vending areas be accessible? Pleasedescribe Yes, the area is accessable through city street and side walk.

☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Pleasedescribe Yes

☐ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe N/A

☐ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe Yes

☐ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Pleasedescribe Yes, maps are erected on route and are at each of the registration, solutions booths

RESTROOM FACILITIES PLAN

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

Yes No

☑ Do you plan to provide portable rest room facilities at yourevent?

If yes: Total number of portable toilets 89

If no: Please explain: _____

Rest Room Company Universal Waste Systems

Address Street P.O. BOX 3038

City Whittier State CA Zip 90605

Telephone Day 888) 400-4330 Evening 888) 400-4330 Fax _____ Pager/Cellular 951-834-3790

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
☒	☐	Will items or services be sold at your event?
☒	☐	Will you have some education only (not selling a product or service) booths?
☐	☒	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
☒	☐	Does your event include food concession and/or preparation areas?

All Food is pre packaged

☐ ☒ Do you intend to cook food in the event area?

If yes, please specify method:

- ☐ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)

ENTERTAINMENT PLAN

YES NO

☒ ☐ Are there any musical entertainment features related to your event?

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

Number of Stages 1

Number of Performers/Bands 8 on route

Performer/Band name and music type Multiple bands play on route. This is family friendly music

☒ ☐ Will sound checks be conducted prior to the event?

If yes, Start time 6:00 am Finish time 7:00 am

☒ ☐ Will sound amplification be used?

If yes, Start time 8:00 am Finish time 3:00 pm

☐ ☒ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe No

☒ ☐ Please describe the sound equipment that will be used for your event A professional AV team is hired to run sound equipment at the Stage on State Street and at the Redlands Bowl.

☐ ☒ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe

☐ ☒ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe

☒ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe signs include directional signage

☐ ☒ Will there be massage activities at your event? If yes, please describe No

☐ ☒ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe No

ALCOHOL

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

Yes No

☐ ☒ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

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

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

MITIGATION OF IMPACT

YES NO

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

If no, please explain We will send a mailer to small business, Churches by 8/15/2026. Door hangers are delivered to residence the week of 9/7-11/2026

☒ ☐ Do you have a sample of the notice that you propose to distribute two weeks prior to yourevent? If yes, please attach.

If no, please explain See attached Door Hanger. This door hanger is still in production for 2026. Attached is the 2025 door hanger for your reference.

MARKETING AND PUBLIC RELATIONS

Yes No

■ ☐ Will this event be marketed, promoted, or advertised in anymanner?

f yes, please describe The Believe Walk will be marketed through the Stater Bros. Markets, Collateral Material distribution, Mailers, Print Media, PSA on Radio, Freeway Billboard, Digital Billboards, Door hangers

■ ☐ Will there by live media coverage during the event?

f yes, please describe There can be live media coverage, None has been solidified at the time of submission of this form.

■ ☐ Will media vehicles be parked within the event venue?

f yes, please describe safety plan There can be live media vihicles, None has been solidified at the time of submission of this form

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

f yes, please describe Stater Bros. Charities hires a professional company to hang and remove promotional, directional signage.

INSURANCE REQUIREMENTS

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

Name of Insurance Agency Marsh Risk & Insurance Service -Greenwich Insurance Company

Address Street 633 W. Fifth Street, Suite 1200

City Los Angeles State CA Zip 90071

Telephone Day (213) 694-2852 Evening (213) 694-2852 Fax _____ Pager/Cellular _____

Contact Name Michelle M. de la Cruz

Policy Type Liabilty

Policy Amount 1,000,000

Policy Number RGE500064301

AFFIDAVIT OF APPLICANT

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

Print Name of Applicant/Host Organization Stater Bros Charities Believe Walk

Title WALK DIRECTOR

Signature Tracy V. Marquez

Date 5/20/26

Print Name of Professional Event Organizer Tracy Marquez

Title WALK DIRECTOR

Signature Tracy V. Marquez

Date 5/20/26

City of Redlands

In-Kind Support Request

Event Name: 19th Annual Believe Walk

Event Date(s): 10/4/26 **Location(s):** Downtown Redlands-Ed Hales Park, Redlands Bowl, Lincoln Shrine, Smiley Park, Annex and Joclyn Senior Center

Rain Out Date: 10/4/26 **Beginning Time:** Attachment A **End Time:** Attachment A

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Please see attchment "A" for reference

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Barricades, No Parking,Barriers, Personnel
- [x] Police (*Public Safety Personnel)* — Personnel
- [x] Fire (*Paramedics, Inspectors)* — Personnel
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* — Public Restrooms, Personnel, Redlands Bowl Lights
- [x] Facility — Joclyn Senior Center Parking Lot

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

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

- [x] Other — The use of the Contemporary Club Parking Lot

Group/Organization Name: Stater Bros. Charities - Believe Walk

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** [redacted]

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Tracy Marquez, Believe Walk Director

Mailing Address: 301 S, Tippecanoe Ave. San Bernardino, CA 92408

Phone Number: 909-202-2486 **E-Mail Address:** tracy.believewalk@gmail.com

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

The Believe Walk raises critical funds for local cancer centers and cancer support services that directly impact cancer patients and ther families. This years event is expected ot draw in over 10,000 participants and volunteers and raise over 800,000 for prograqms and services in the Inland Empire

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

The Believe Walk attracts over 10,000 participants to Redlands. Large scale events such as this size bring new money from outside the local economy that benefit the host city. The City of Redlands is highlighted in our media and print materials and is recognized for their contributgion to the cause.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	1879	1853	
Attendance: Non-Residents	8,121	8,147	
Food & Beverage Sales	No Vedor Sales	No Impact to event revenue	No Vendor Sales
Merchandise Sales	1200	1200	
Ticket/Entrance Fees	150,000	134,669	
Other	650,000	665,331	
Total Revenue	800,000	800,000	

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

Signature: Tracy V. Marquez **Title:** Believe Walk Director

Please Print Your Name: Tracy Marquez **Date:** 5/20/26

To Be Completed by the City of Redlands

Date Received: 05/29/2026 **Received By:** Jaclyn. Ramnez

Notes:

City Manager Approval: City Council Approval:

Stater Bros. Charities is requesting a fee waiver for the use of:

Stater Bros, Charities & Inland Women Fighting Cancer Believe Walk

Sunday, October 4, 2026

Redlands Bowl & Lincoln Shrine

Event Set-Up

Saturday, October 3, 2026. 8:00 a.m.-10:00 p.m.

Believe Walk

Sunday, October 4, 2026. 5:00 a.m.-3:00 p.m.

- **Sprinkler Systems shut off (Friday, October 2, 2026)**
- **Lights Available**
- **Public Restrooms Cleaned and Stocked**
- **Public Trash Cans Emptied**
- **Grass Mowed**
- **Tag the Water Line near Redlands Bowl Stage**

Believe Walk Set-Up/ Believe Walk Day of Event

Mission Gables public restrooms:

Saturday, October 3, 2026. 8:00 a.m.-5:00 p.m.

Sunday, October 4, 2026. 5:00 a.m.-3:00 p.m.

Smiley Park/ Public Restrooms

Saturday, October 3, 2026. 8:00 a.m.-5:00 p.m.

Sunday, October 4, 2026. 5:00 a.m.-3:00 p.m.

Smiley Park Annex (4th & Vine)

Sunday, October 4, 2026. 5:00 a.m.-3:00 p.m.

Ed Hales Park: Sprinkler Systems shut off & Trash Cans Emptied

Saturday, October 3, 2026. 3:00 p.m. -10:00 p.m. (Set-Up)

Sunday, October 4, 2026. 5:00 a.m.-12:00 p.m.

TRASH ROLL-OFFS & DUMPSTER

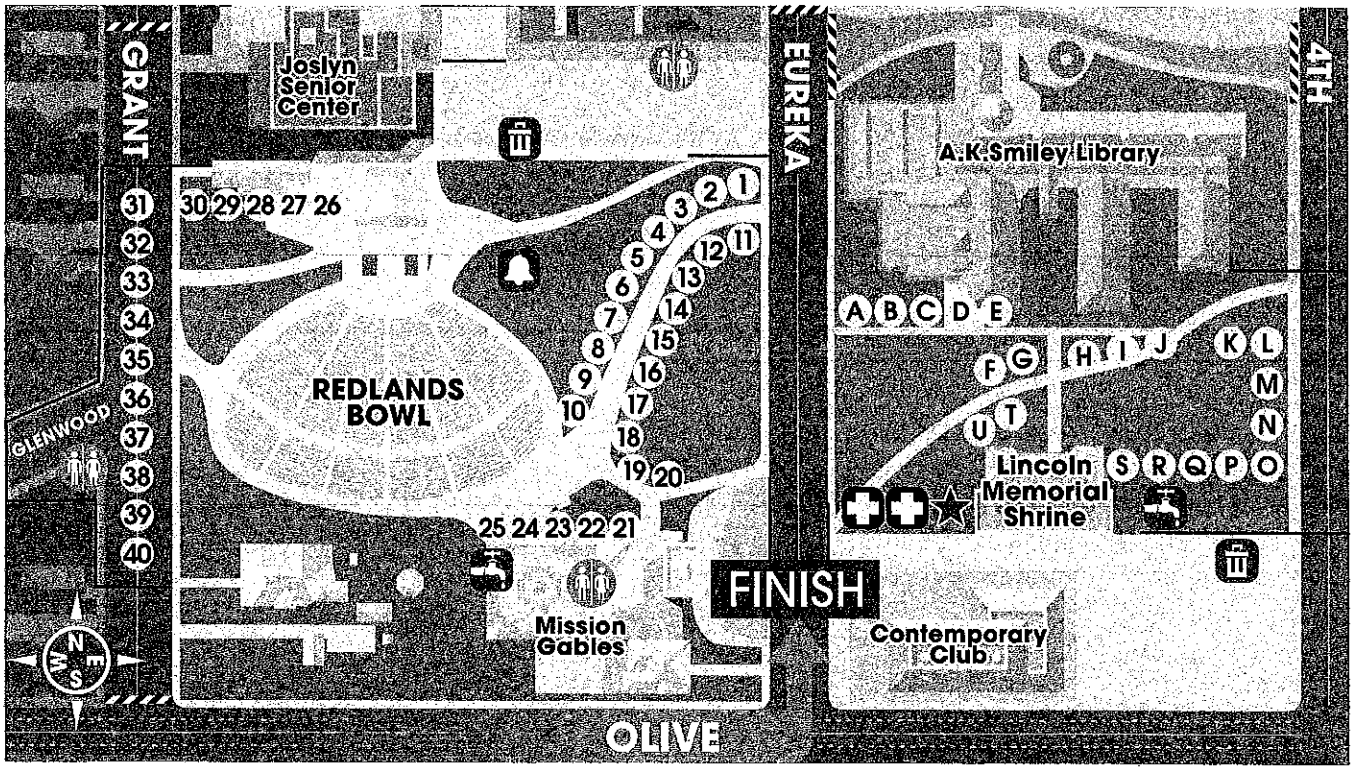
Alley off of 5th Street, Redlands Blvd. (Housing 1 Roll off)

Joslyn Senior Center Parking Lot (Housing 1 Roll off and 2 Dumpsters for recycling)

Contemporary Club Parking Lot (Housing of 1 Roll off and AV equipment)

- **Delivery Trash Rolloffs** -Friday, October 2, 2026
- **Use**- Saturday, October 3, 2026, & Sunday, October 4, 2026
- **Pick Up**- Monday, October 5, 2026

Believe Walk BELIEVE BASH MAP



LEGEND ★ Volunteer Check-In / Lost & Found · First Aid · Restroom · Trash Dumpster · Sink

REDLANDS BOWL

1. Aspire Bakeries
2. Stater Bros. Markets Fresh Fruit
3. FujiSan Sushi
4. LLUCC
5. LLUCC
6. Mission Foods
7. Madison Grove Post Acute
8. Kellanova
9. SAC Health
10. Lifeway Foods
11. SBM - CoCo Bakery Cake Pops
12. Stater Bros. Markets Water
13. Frito-Lay
14. PepsiCo - Poppi
15. PepsiCo - Bubbly
16. Redlands Police Officers Association
17. Gatorade
18. Quaker
19. Riverside University Health Systems
20. SBM
21. Dr. Sandoval Dentistry
22. Harmless Harvest
23. Toyota of Redlands
24. YMCA of the East Valley
25. Pacific Coast Producers
26. Optum
27. Flower Foods
28. DLJ Produce
29. Core Power (RCCB)
30. Blue Zone Health
31. Dreyers Ice Cream
32. Dreyers Ice Cream
33. Yerbe Madre
34. SBD Airport
35. Danone North America
36. So Good So You
37. Yuhaaviatam of San Manuel Nation
38. Yuhaaviatam of San Manuel Nation
39. Red Bull
40. Kaiser Permanente

LINCOLN MEMORIAL SHRINE

- A Keurig Dr Pepper
- B KDP - C4
- C Electrolit
- D Blue Buffalo
- E General Mills
- F Country Archer
- G South Coast Winery
- H Michelle's Place Cancer Resource Center
- I Breast Cancer Solutions
- J Redlands Community Hospital
- K Don Francisco's (Gavina Coffee)
- L Alta Dena Dairy
- M Bang Energy (Monster Energy)
- N Redlands Chrysler Dodge Jeep Ram
- O Tom Bell Chevrolet
- P Redlands Yucaipa Medical Group
- Q Stater Bros. Markets
- R Stater Bros. Markets
- S Stater Bros. Markets
- T Becton Dickerson (BD)
- U LaCroix Sparking Water

On the Route: Nestle Purina & Oscar Meyer Weinermobile

Believe Walk

Presented by Stater Bros. Charities
& Inland Women Fighting Cancer

Supporting the fight against ALL cancers!

Mark your calendars

Sunday, October 4, 2026

Downtown Redlands, CA

Register online or donate today.

Sign up to provide life-saving treatment and support services for cancer patients in your community.

$35 • Individual
$10 • 4 – 12 years old

Online registration closes on September 24, 2026.
A $15 late fee will apply to registration after the deadline.

Check-In & Late Registration:
Friday, October 2, 2026
7:00 a.m. - 1:00 p.m.
Pathway Church (611 E. Cypress Ave., Redlands, CA)

Sunday, October 4, 2026
Pre-Walk Festivities - 6:30 a.m.
Walk Begins - 8:00 a.m.
Downtown Redlands (1 E. State St., Redlands, CA)

#believewalk2026

Visit **BelieveWalk.org** for more information.

Scan to register or donate today!

[redacted]

Believe Walk

Presented by Stater Bros. Charities
& Inland Women Fighting Cancer

Downtown Redlands
Sunday,
October 5, 2026

Scan to register
or donate today!

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

DEPARTMENT OF THE TREASURY

Date: FEB 29 2008

STATER BROS CHARITIES
C/O VARNER & BRANDT LLP
SEAN S VARNER
3750 UNIVERSITY AVE STE 610
RIVERSIDE, CA 92501

Employer Identification Number:

DLN:
17053302303037
Contact Person:
DEBRA JOHNSON ID# 75126
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
July 23, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
September 30, 2011
Addendum Applies:
No

Dear Applicant:

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

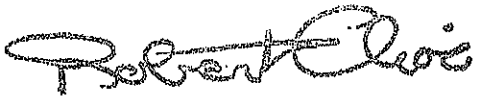
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

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

STATER BROS CHARITIES

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

Part X Public Charity Status *(Continued)*

e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐

f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐

g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☑

h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐

i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period,* provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at *www.irs.gov* or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☑

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

Susan Atkinson — Susan Atkinson — 11/13/07

(Signature of Officer, Director, Trustee, or other authorized official) (Type or print name of signer) (Date)

President

(Type or print title or authority of signer)

For IRS Use Only

Robert Choi — FEB 29 2008

IRS Director, Exempt Organizations (Date)

b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

(i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. _____

(b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐

(ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person.** If the answer is "None," check this box. ☐

(b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) $5,000. If the answer is "None," check this box. ☐

7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☑ No

Event: 19th Annual Believe Walk Date: 10/4/26

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

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

Permission is hereby granted to: Stater Bros. Charities - Believe Walk

To close (street names) (4) Areas- (1) State Street frin 5th, 6th, 7th, 8th, 9th (2) Orange St. Between Redlands Blvd. to Citrus Ave.

Between (street names) (3) Redlahnds Bow; 4th Street, Grand and Eureka between Olive and Vine, (4) Vine St. between Cajon and 4th,

Day & date 10/3-10/4 **Event times -** from (time) 10/3 2:00 ☐ am ☑ pm to (time) 10/4 12:00 ☐ am ☑ pm

Address of Applicant: 301 S. Tippecanoe Ave. San Bernardino CA 92408 Phone No: 909-202-2486

Signature of Applicant: Tracy V. Marquez Applicant Name (print): Tracy Marquez

Condition(s);**set up & clean up time required:** See attached Closure Plan. This event is rain or shine.

Event Description: 19th Annual Believe Walk

FOR OFFICE USE ONLY

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

1. _____ Chief of Police — 6/11/26 Date
2. _____ Municipal Utilities & Engineering Department — Date
3. _____ Facilities & Community Services Department — 6/9/26 Date
4. _____ Risk Management Division — 6/24/26 Date

Street Closure time: From _____ ☐ am ☐ pm To _____ ☐ am ☐ pm

Staff Notes:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2026-2027 Amount**	**Type**	**2025-2026 Amount**
Police Personnel[1]	$33,100.00	Hard Cost	$31,914.00
Fire Personnel[1]	$1,717.08	Hard Cost	$1,892.82
Facilities & Community Services Personnel[1]	$3,900.00	Hard Cost	$5,850.00
Personnel & Equipment Subtotal	**$38,717.08**		**$39,656.82**
Fees Established by City Council Resolution			
Park Reservation	$215.00	Soft Cost	$215.00
FCS Equipment	$4,800.00	Soft Cost	$4,800.00
Fire Equipment	$316.36	Soft Cost	$600.00
Fees Subtotal	**$5,331.36**		**$5,615.00**
Total Departmental Charges and Fees	**$44,048.44**		**$45,271.82**
	$38,717.08 **$5,331.36** **$44,048.44**	Hard Cost Soft Cost Total	**$39,656.82** **$5,615.00** **$45,271.82**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2026-27 to date:

TABLE 2: FY 2026-27 *Fee Waivers approved by council to date*

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$322,255.40	$29,491.26	$0.00	$351,746.66	$351,746.66

City Council **AGENDA ITEM NO. I25.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $24,415.00 related to the Dog Jog event hosted by the Redlands Chamber of Commerce on October 25, 2026; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION:

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

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move to approve the in-kind support request in the amount of $24,415.00 for the Dog Jog event, and approve the temporary street closures related to this event.

RECOMMENDATION:

Staff recommends that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council authorize the request for in-kind support in the amount of $24,415.00 and approve the temporary street closures related to the event.

DISCUSSION:

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

The Redlands Chamber of Commerce, a local nonprofit organization based in the City of Redlands, is preparing to host the annual Dog Jog at Smiley Park on Sunday, October 25, 2026, from 9:00 a.m. to 1:00 p.m. According to the Chamber, the event will include over 40 vendors and 600 attendees. The Chamber has also pledged to donate 50% of all ticket sales to the City’s Animal Services Center.

The Chamber is requesting in-kind support valued at an estimated $24,415.00, including Police Department, Facilities and Community Services Department personnel, equipment, and the waiver of Smiley Park reservation fees. The City Council previously approved $11,948.00 in in-kind support for the 9th Annual Dog Jog, held on Sunday, October 26, 2025. The increase in requested support for this year's event is primarily due to the addition of two separate routes, compared with the single route used in previous years, which has increased Redlands Police Department (RPD) and Facilities and Community Services (FCS) staffing costs.

In addition, the Chamber is requesting temporary street closures for the event and two Dog Jog routes (Small Dog and Large Dog) which begin and end at Smiley Park, near the Redlands Bowl. The request for street closures for the Dog Jog routes includes a rolling closure of Eureka Street to West State Street; State Street to North Center Street; North/South Center Street to Glenwood Drive; Glenwood Drive to Grant Street; and Brookside Avenue from Eureka Street to South Center Street from 9:30 a.m. to 11:00 a.m. The request for street closures for the event and start/finish line includes South 4th Street and Eureka Street from West Vine to the Contemporary Club parking lot from 6:00 a.m. to 2:00 p.m. The Redlands Police Department will provide traffic control as needed through rolling closures.

This event qualifies for a categorical exemption from CEQA review under Section 15311(c) of the CEQA Guidelines, which applies to temporary or minor use of land having negligible or no permanent effects, including temporary placement of mobile food units, portable restrooms, or similar facilities in public parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support or street closures and provide alternative direction to staff.

STRATEGIC PLAN:

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

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Nathalie Ayala, Administrative Assistant

FISCAL IMPACT

Fiscal Year: FY 26/27

Revenue Generating: No

Amount: $24,415.00

Budgeted Y/N: N

Account No.: N/A

Additional Appropriation Required: No

Discussion: Please see the "Fiscal Impact" attachment for reference.

Attachments

A_Special_Event_Application_-_Dog_Jog.pdf
B_In-Kind_Request_-_Dog_Jog.pdf
C_Event_Map_-_Dog_Jog.pdf
D_2026_Event_Flyer_-_Dog_Jog.pdf
E_Verification_of_Non-profit_-_Dog_Jog.pdf
F_Dog_Jog_Street_Closure_1_Small_Dog_Route.pdf
G_Dog_Jog_Street_Closure_2_Large_Dog_Route.pdf
H_Large_Dog_Route_Map_-_Dog_Jog_1.pdf
I_Small_Dog_Route_Map_-_Dog_Jog_2.pdf
J_Fiscal_Impact_-_Dog_Jog.pdf

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

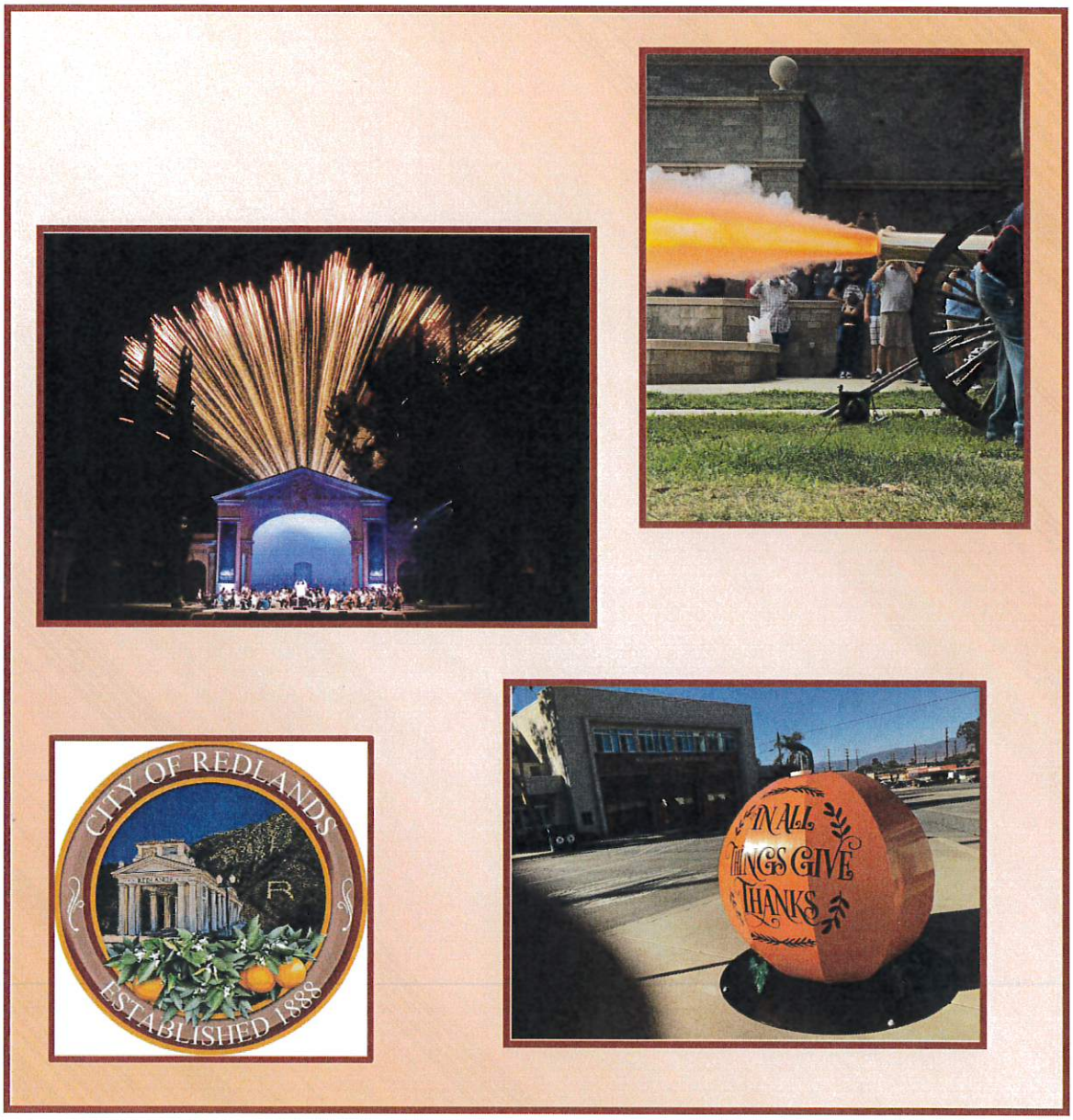
SPECIAL EVENTS PERMIT APPLICATION

EVENT: 2026 Dog Jog

ORGANIZER: Redlands Chamber of Commerce

Date of Event: 10 / 25 / 26

Date Submitted: 04 / 22 / 26



NOTICE TO PERMIT APPLICANT

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

SUMMARY OF EVENT

Event Title Redlands Chamber Dog Jog

Description Family and pet-friendly walk/jog with vendors, demonstrations, a costume contest, adoptable dog parade, and the check presentation to the Redlands Animal Shelter.

Date/Time

Setup	Date	10/25/2026	Time	6:00AM	Location(s)	Smiley Park
Event Starts	Date	10/25/2026	Time	9:00AM	Location(s)	Smiley Park
Event Ends	Date	10/25/2026	Time	1:00PM	Location(s)	Smiley Park
Dismantle	Date	10/25/2026	Time	1:30PM	Location(s)	Smiley Park

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 600 Per Day 600

Anticipated Participants: Total 600 Per Day 600

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

	Primary Contact:	Secondary Contact
Name:	Evan Sanford	Noah Moeller
Address:	47 N. First St.	47 N. First St.
City, State, Zip	Redlands, CA 92373	Redlands, CA 92373
Phone:	909-793-2546	909-793-2546
Email:	director@redlandschamber.org	info@redlandschamber.org

Name of Organization: Redlands Chamber of Commerce Is it Non-Profit? Yes

Tax I.D. #:

Yes	No	
◉	○	Is this an annual event? How many years have you been holding this event? 9
☒	○	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
○	☒	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
○	☒	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
○	☒	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
○	☒	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
☒	○	Vendor(s)? If yes please complete the Vendor List in Appendix A.

SITE PLAN

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

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

TIMELINE

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

HOUR	ACTION
Attached in separate document	

ACCESSIBILITY PLAN

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

YES NO

☒ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe _
The event will take place on the street/sidewalks with accessible ramps to get onto the sidewalks.

☐ ☒ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe People will utilize publicly available parking.

☒ ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe
People will have access to use the A.K. Smiley Public Library restrooms that are ADA accessible. The Chamber is also renting additional portable units.

☒ ☐ Will all food, beverage and vending areas be accessible? Please describe
All vendors will be outside on the grass and accessible via the sidewalk.

☒ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe There will be agendas and layouts available on the grass and viewable.

☐ ☒ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe No telephones will be provided.

☒ ☐ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe There will be an information booth with volunteers/staff that will be happy to assist.

☐ ☒ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe All areas will be accessible.

RESTROOM FACILITIES PLAN

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

Yes No

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

If yes: Total number of portable toilets 4

If no: Please explain: _____

Rest Room Company Lux Dumps

Address Street 1245 Columbia St.

City Redlands State CA Zip 92374

Telephone Day 909-908-1246 Evening _____ Fax _____ Pager/Cellular _____

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
☒	☐	Will items or services be sold at your event?
☒	☐	Will you have some education only (not selling a product or service) booths?
☐	☒	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
☒	☐	Does your event include food concession and/or preparation areas?
☒	☐	Do you intend to cook food in the event area?

If yes, please specify method:

- ☐ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)

ENTERTAINMENT PLAN

YES NO

☑ ☐ Are there any musical entertainment features related to your event?

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

Number of Stages None

Number of Performers/Bands 1

Performer/Band name and music type DJ

☑ ☐ Will sound checks be conducted prior to the event?

If yes, Start time 9AM Finish time 9:30AM

☑ ☐ Will sound amplification be used?

If yes, Start time 10AM Finish time 1PM

☑ ☐ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe

☑ ☐ Please describe the sound equipment that will be used for your event Speakers

☑ ☐ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe

☑ ☐ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe

☑ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe

☑ ☐ Will there be massage activities at your event? If yes, please describe banners

☑ ☐ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe There is a dog costume contest for prizes

ALCOHOL

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

Yes No

☐ ☐ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

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

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

MITIGATION OF IMPACT

YES NO

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

If no, please explain The Chamber will contact affected groups closer to the event to notify them of any street closures that may impact their businesses, homes, or parking ability.

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

If no, please explain Not yet created.

MARKETING AND PUBLIC RELATIONS

Yes No

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

f yes, please describe Social media, email blasts

☐ ☒ Will there by live media coverage during the event?

f yes, please describe _____

☐ ☒ Will media vehicles be parked within the event venue?

f yes, please describe safety plan _____

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

f yes, please describe _____

INSURANCE REQUIREMENTS

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

Name of Insurance Agency Hub International Insurance

Address Street P.O. Box 5345

City Riverside State CA Zip 92517

Telephone Day 951-788-8500 Evening _____ Fax _____ Pager/Cellular _____

Contact Name Samantha Orf

Policy Type General Liability

Policy Amount $2,000,000 - General Aggregate

Policy Number PHPK2340096

AFFIDAVIT OF APPLICANT

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

Print Name of Applicant/Host Organization Redlands Chamber of Commerce

Title Executive Director

Signature Evan Sanford

Date 4/14/2026

Print Name of Professional Event Organizer Evan Sanford

Title Executive Director

Signature Evan Sanford

Date 4/14/2026

City of Redlands

In-Kind Support Request

Event Name: Redlands Chamber Dog Jog

Event Date(s): 10/25/2026 **Location(s):** Smiley Park

Rain Out Date: N/A **Beginning Time:** 9:00AM **End Time:** 1:00PM

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

We are requesting various street closures to be held, including a rolling closure, along a PD approved route. We are also requesting access to electricity/outlets at Smiley Park, and trash cans to be set up and picked up along the route to avoid littering. Necessary attachments will be included.

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Personnel, barricades, no-parking signs, and a signboard on Eureka and Brookside
- [x] Police (*Public Safety Personnel*) — Public Safety Personnel
- [x] Fire (*Paramedics, Inspectors*) — On-site first-aid if necessary
- [x] Parks (*Cleanup Personnel, Ball Field Lights*) — 20 trash bins, electricity at Smiley Park
- [x] Facility — Smiley Park

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

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

- [ ] Other

Group/Organization Name: Redlands Chamber of Commerce

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

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Evan Sanford, Executive Director

Mailing Address: 47 N. First St., Redlands, CA 92373

Phone Number: 909-793-2546 **E-Mail Address:** director@redlandschamber.org

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

The Dog Jog allows the chamber to engage parts of the business community that aren't normally involved with Chamber events. We're able to provide marketing opportunities, vendor opportunities and allow for more businesses to get involved. The Chamber is also able to engage the local residents about the business community through this event.

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

The Dog Jog allows the Chamber to raise funds for the Redlands Animal Shelter by donating 50% of all ticket sales directly to the shelter. This events shows off the community by taking attendees through Historic Downtown, and some of the oldest neighborhoods in the area. It brings in people from all over the Inland Empire and ends at a time and in a location that encourages people to shop, eat, and relax at local spots.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	525	450	44
Attendance: Non-Residents	75	50	0
Food & Beverage Sales	$0	$0	5
Merchandise Sales	$0	$0	0
Ticket/Entrance Fees	$30/ticket	$30/ticket	Varies
Other	$0	$0	$0
Total Revenue	$15,000	$15,000	$0

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

Signature: [signature] **Title:** Executive Director

Please Print Your Name: Evan Sanford **Date:** 4/14/2026

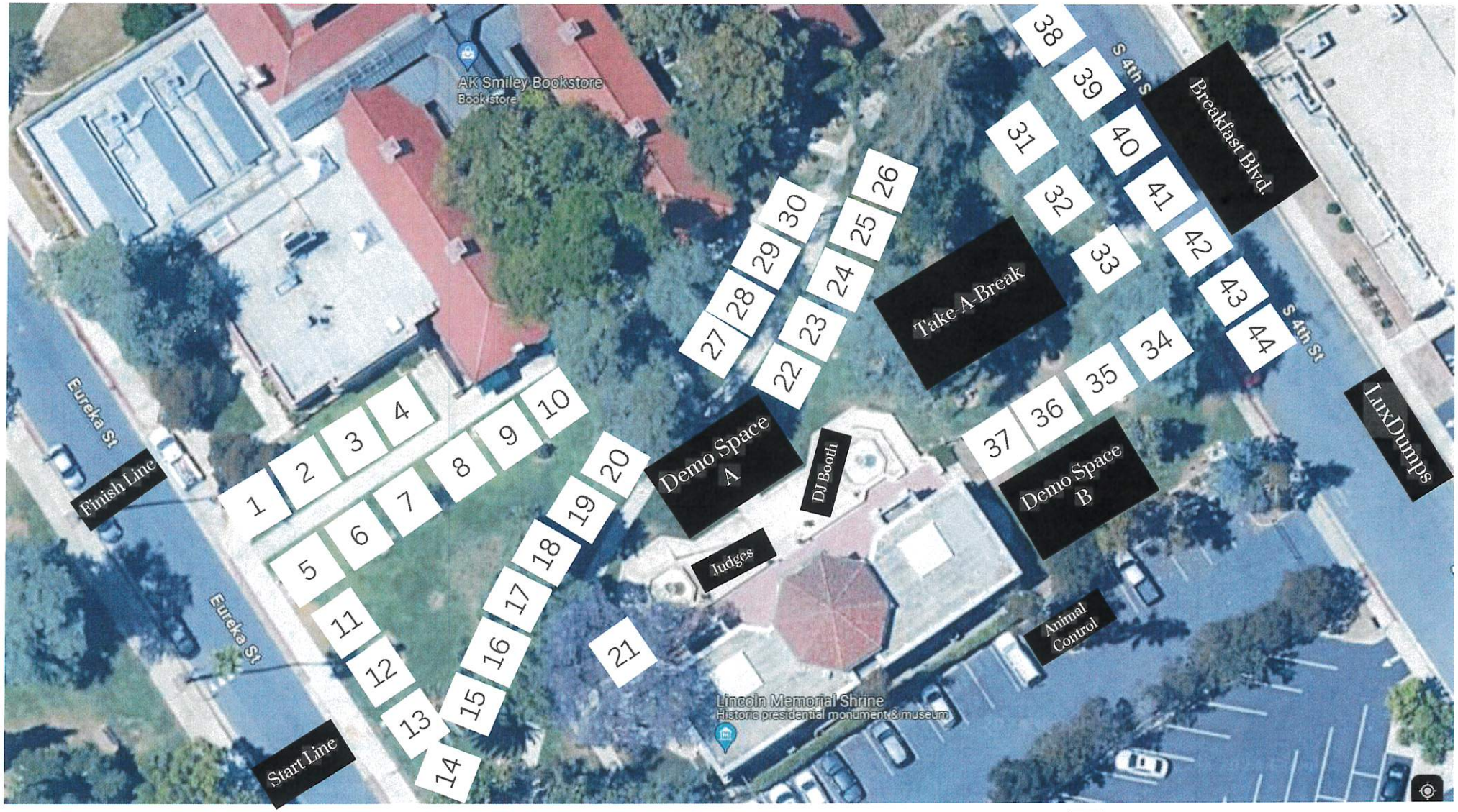
To Be Completed by the City of Redlands

Date Received: 4/22/26 **Received By:** [signature]

Notes:

City Manager Approval: City Council Approval:

DOG JOG PARK LAYOUT 2026



1	6	11	16	21	26	31	36
2	7	12	17	22	27	32	37
3	8	13	18	23	28	33	38
4	9	14	19	24	29	34	39
5	10	15	20	25	30	35	40

REDLANDS CHAMBER

DOG JOG

SCAN ME

SCAN TO REGISTER

SUNDAY, OCTOBER 25TH, 2026
CHECK-IN: 9AM | TIME: 10AM-1PM
SMILEY PARK

JOIN US FOR VENDORS, ACTIVITIES & COSTUME CONTEST AT 11AM

PRESENTING SPONSOR

Family Owned & Operated
BURGESON'S
HEATING • A/C • ELECTRICAL
SOLAR • PLUMBING
Since 1949
LENNOX

Paul Barich & Associates
Insurance Marketing Services, Inc.

Rochford Foundation

City of Redlands
Established 1888

Contour Dermatology
& Cosmetic Surgery Center

Redlands Community Hospital

Pet Hospital of Redlands
+Urgent Care

Southern California Edison
An Edison International Company

Junk Dawgs
Junk Removal and Hauling

FOLLOW US ON INSTAGRAM @REDLANDSDOGJOG

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752861031
Nov. 25, 2020 LTR 4168C 0
95-1137980 000000 00
00087935
BODC: TE

REDLANDS CHAMBER OF COMMERCE
PO BOX 8693
REDLANDS CA 92375-1893

177780

Employer ID number:
Form 990 required: YES

Dear Taxpayer:

We're responding to your request dated Nov. 16, 2020, about your tax-exempt status.

We issued you a determination letter in January 1944, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(6).

Because you're not an organization described in IRC Section 170(c), donors can't deduct contributions they make to you. You should advise your contributors that their contributions to you aren't deductible.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Event: Redlands Chamber Dog Jog Date: 10/25/26

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

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

Permission is hereby granted to: Redlands Chamber of Commerce

To close (street names) South 4th Street; Eureka Street

Between (street names) Vine Street to Contemporary Club parking lot.

Day & date SUN 10/25/26 **Event times -** from (time) 6 ☑ am ☐ pm to (time) 2 ☐ am ☑ pm

Address of Applicant: 47 N. First St., Redlands, CA 92373 Phone No: 909-793-2546

Signature of Applicant: [signature] Applicant Name (print): Evan Sanford

Condition(s); **set up & clean up time required**: Set up street closures at 6AM and tear down at 2PM

Event Description: The Dog Jog is a family and pet-friendly event that starts at Smiley Park. Participants check-in and then either walk, jog, or run the route. At Smiley Park, participants are met with food vendors, business vendors, demonstrations, activities, a costume contest and more!

FOR OFFICE USE ONLY

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

1. [signature] Chief of Police — Date 5/19/2026
2. [signature] Municipal Utilities & Engineering Department — Date 5/24/26
3. [signature] Facilities & Community Services Department — Date 5/12/26
4. [signature] Risk Management Division — Date 5/21/26

Street Closure time: From 5 ☒ am ☐ pm To 3 ☐ am ☒ pm

Staff Notes:

Event: Redlands Chamber Dog Jog Date: 10/25/26

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

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

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

Permission is hereby granted to: Redlands Chamber of Commerce

To close (street names) Eureka St., West State St., North Center St., Brookside Ave., Glenwood Dr.

Between (street names) Eureka to State St; State St. to Center St.; Center St. to Glenwood Dr.; Glenwood to the Grant St.

Day & date 10/25/26 **Event times -** from (time) 9:30 ☑ am ☐ pm to (time) 11 ☑ am ☐ pm

Address of Applicant: 47 N. First St., Redlands, CA 92373 Phone No: 909-793-2546

Signature of Applicant: [signature] Applicant Name (print): Evan Sanford

Condition(s); **set up & clean up time required**: These are rolling closures that can be opened up as soon as the last person passes the closure. PD has lead and covered participants for the past few years at this event.

Event Description: The Dog Jog is a family and pet-friendly event that starts at A.K. Smiley Library. Participants check-in and then either walk, jog, or run to Smiley Park. At Smiley Park, participants are met with food vendors, business vendors, demonstrations, activities, a costume contest and more!

FOR OFFICE USE ONLY

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

1. [signature] Chief of Police — Date 5/14/2026
2. [signature] Municipal Utilities & Engineering Department — Date 5/29/26
3. [signature] Facilities & Community Services Department — Date 5/12/26
4. [signature] Risk Management Division — Date 5/21/26

Street Closure time: From 8:00 ☒ am ☐ pm To 1 ☐ am ☒ pm

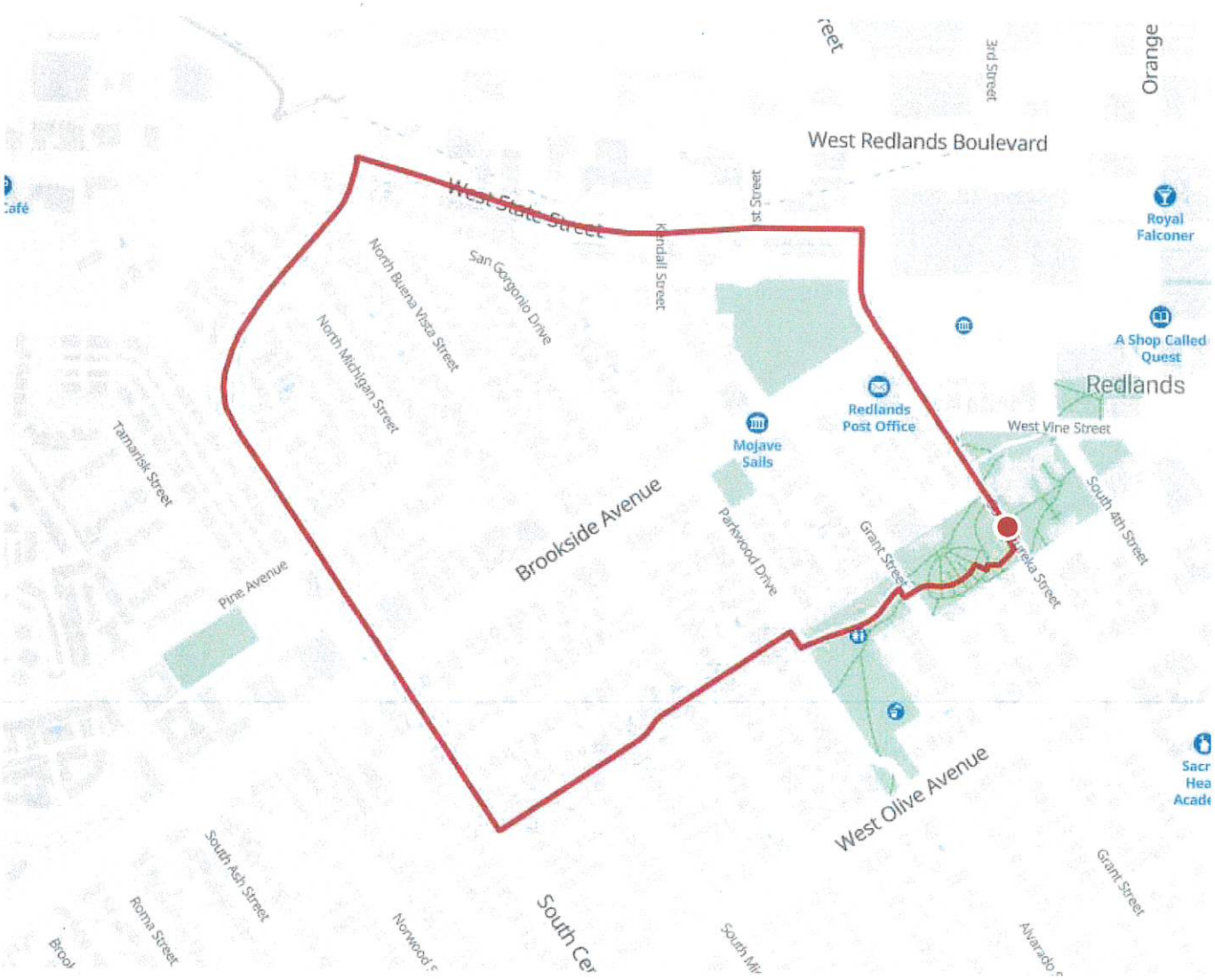
Staff Notes:

MAPMYRUN
POWERED BY Outside

LARGE DOG ROUTE 2026 (OPTION 2)

1.47 mi	39 ft	Run
Distance	Elevation Gain	Activity Type

Notes



MAPMYRUN
POWERED BY Outside

SMALL DOG ROUTE 2026 (OPTION 2)

1.07 mi	27 ft	Run
Distance	Elevation Gain	Activity Type

Notes

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2026-2027 Amount**	**Type**	**2025-2026 Amount**
Police Personnel[1]	$18,921.00	Hard Cost	$10,680.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$5,400.00	Hard Cost	$3,600.00
Personnel & Equipment Subtotal	**$24,321.00**		**$14,280.00**
Fees Established by City Council Resolution			
Park Reservation	$94.00	Soft Cost	$188.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$94.00**		**$188.00**
Total Departmental Charges and Fees	**$24,415.00**		**$14,468.00**
	$24,321.00 **$94.00** **$24,415.00**	Hard Cost Soft Cost Total	**$14,280.00** **$188.00** **$14,468.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2026-27 to date:

TABLE 2: FY 2026-27 *Fee Waivers approved by council to date*

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$322,255.40	$29,491.26	$0.00	$351,746.66	$351,746.66

City Council **AGENDA ITEM NO. J1.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the designation of Voting Delegates to represent the City at the 2026 Annual Conference of the League of California Cities (Mayor Saucedo)

MOTION:

1. I move to designate _____ to serve as the voting delegate at the 2026 Annual Conference of the League of California Cities.

2. I move to designate _____ to serve as the alternate voting delegate at the 2026 Annual Conference of the League of California Cities.

DISCUSSION:

The League of California Cities is holding its Annual Conference and Expo on September 23-25, 2026, at the Anaheim Convention Center in Anaheim, CA. An important aspect of the annual conference is the Annual Business Meeting where the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. The City Council may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Additional information is provided in the attached memorandum and voting procedures from the League of California Cities.

SUBMITTED BY:
Danielle Garcia, Assistant City Manager

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

PREPARED BY:
Amy Edwards, Sr. Administrative Assistant

FISCAL IMPACT

Fiscal Year: 2026

Discussion:

Costs associated with attending the conference is included in the FY26 operating budget.

Attachments

2026-voting-delegate-information-packet.pdf

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 1, 2026

DATE: Wednesday, May 13, 2026

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 23-25, 2026
Anaheim Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Friday, Sept. 25, 2026 the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Tuesday, Sept. 1, 2026. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration opens June 2.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and

alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Anaheim Convention Center, will be open at the following times: Wednesday, Sept. 23, 8:00 a.m.-6:00 p.m. and Thursday, Sept. 24, 7:30 a.m.-4:00 p.m. On Friday, Sept. 25, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Tuesday, Sept. 1. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

City Council **AGENDA ITEM NO. K1.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: CONTINUED PUBLIC HEARING to consider Ordinance Text Amendment No. 372 to amend Title 18 (Zoning Regulations) of the Redlands Municipal Code to prohibit new warehouses and logistics distribution facilities, as defined, and allow existing warehouses to remain as permitted or conditionally permitted uses; consideration of a proposed amendment to Chapter 18.156, Article XII (Warehouses and Logistics Distribution Centers) to add new Section 18.156.970 for new rebuilding provisions for existing warehouses and logistics distribution centers; and consideration of Resolution No. 8793 to amend the commercial and industrial Specific Plans of the City of Redlands to prohibit new warehouses and logistics distribution facilities, as defined, and allow existing warehouses to remain as permitted or conditionally permitted uses. The proposal qualifies for exemption from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines (Development Services Director Reilly)

PROCEDURE FOR PUBLIC HEARING:

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

MOTION:

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

1. I move to introduce Ordinance No. 3002 and find that the proposal is exempt from environmental review pursuant to Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and

2. I move to approve Resolution No. 8793 and find that the proposal is exempt from environmental review pursuant to Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines.

RECOMMENDATION:

On April 14, 2026, the Planning Commission discussed the draft ordinance language and made suggestions for changes including: add definitions for the terms *Alteration* and *Repair*; add additional language to reiterate that a property with a valid unexpired land use entitlement from the City (for a facility that has not yet been constructed) has the same land use rights as existing warehouses; and add provisions that would allow for an existing warehouse to increase the building height up to 15 percent and/or add more truck docking positions to the building, subject to approval of a Conditional Use Permit and certain additional criteria specified in the proposed code amendment (discussed further below).

On May 12, 2026, the Planning Commission reviewed the revised ordinance language, and adopted a resolution recommending that the City Council approve Ordinance Text Amendment No. 372 and the related Specific Plan Amendments.

On June 16, 2026, the City Council held a public hearing, received the staff presentation and public comments, and continued the public hearing (without any discussion or deliberation) to the September 1, 2026, regular City Council meeting.

BACKGROUND:

On October 14, 2025, the Planning Commission made a recommendation to the City Council to consider a code amendment to the Zoning Regulations (RMC Title 18) to prohibit any new warehouses or logistics distribution facilities from being established within the City.

On November 18, 2025, the City Council received public comments and provided direction to staff for a new ordinance. Council members discussed their intent to allow existing warehouses to remain as permitted uses, and if a warehouse were to be rebuilt (e.g., due to fire or other natural disaster), then it should only be reconstructed to the previously existing size (square-footage and height). Also, developers should not assemble properties for the purpose of redevelopment with a new large warehouse or expanding an existing warehouse.

Zoning Regulations (RMC Title 18): The City's current zoning regulations applicable to warehouses are contained in RMC Chapter 18.156, Article XII, titled Warehouses and Logistics Distribution Centers. The section includes the following definition of a "Warehouse" for purposes of the City's zoning regulations, which states such facilities are 50,000 square-feet or more in gross floor area or contain six (6) or more truck docks or dock high loading doors. Additional development standards also apply to the construction of new warehouses, including sections for screening/buffering, traffic patterns/signs, sustainable energy, operation, and site location.

Table 1. Warehouse definitions in the City of Redlands zoning regulations (RMC Title 18).

Warehouse:	Warehouse/distribution facilities primarily used for the storage and/or consolidation of manufactured goods before their distribution to retail locations or other warehouses. Warehouse/distribution centers are fifty thousand (50,000) square-feet or more in gross floor area or contain six (6) or more truck docks or dock high loading doors. They are characterized by dock high loading doors and could be on opposing sides of the building (cross dock facility); may include grade-level loading doors; interior clear heights a minimum of 28 to 36 feet to ceiling for the warehousing floor area; significant movement and storage of products, materials, or equipment; may include receiving, sorting, re-packaging, and/or re-distribution; truck activities frequently outside of the peak hour of the adjacent street system; and need freeway access. This definition excludes facilities owned and operated by a government agency or any public or private utilities. Warehousing and distribution facilities include, but are not limited to, the following types of uses: A. Warehousing distribution/high cube distribution centers. B. Parcel delivery terminals or truck terminals. C. Parcel sorting and distribution facilities. D. Package allocation for delivery drivers or independent delivery contractors. E. Parcel hub or high cube fulfillment center. F. Freight yards or forwarding terminals. G. Moving agencies. H. Shipping/receiving yards.
Warehousing, Ancillary:	The use of a portion of a building for the related storage of goods of any type by one or two businesses and used for the sale or distribution of those goods directly to their customers. A manufacturing, assembly, service commercial, or other type of commercial or industrial use (i.e., primary use) manufactures and/or stores and distributes the goods or components that are produced or contained on-site, and therefore includes the related storage of those goods or items. Ancillary storage or warehousing is subordinate and incidental to the primary land use (e.g., manufacturing, assembly, service commercial, or other type of primary commercial or industrial use). Ancillary storage or warehousing may include ground level loading doors on one or more sides of the building, or not more than five (5) dock high loading doors on one side of the building only.

Existing Zoning Districts for Warehousing: Currently, the Zoning Regulations (RMC Title 18) require approval of a Conditional Use Permit to construct or establish a new warehouse in the Commercial Manufacturing (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zones. In addition, several Specific Plans allow warehousing and distribution center uses, primarily on the westerly side of the City and within the East Valley Corridor Specific Plan area.

DISCUSSION:

A) Zoning Code Amendment

The proposed amendment to RMC Title 18 would prohibit any new warehouses in the following commercial and industrial districts: Commercial Manufacturing (C-M), Light Industrial (M-1), General Industrial (M-2), and Industrial (I-P) zones. Warehouse uses would be deleted from the Conditional Use lists for the C-M, M-1, M-2, and I-P zones.

The proposed amendment would allow existing warehouses to remain as Permitted or Conditionally Permitted uses by adding the following text to the respective use lists for each zone (note the M-2 zone incorporates by reference the Permitted uses of the M-1 zone).

Proposed text for the Permitted Uses sections would be:

> “Warehouses or logistics distribution centers, existing (as of the effective date of Ordinance No. 3002) with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title.”

Proposed text for the Conditional Uses section (in the I-P, Industrial zone only):

> “Warehouses or logistics distribution centers, existing (as of the effective date of Ordinance No. 3002) with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002 (or the property has a valid conditional use permit approved prior to the effective date of Ordinance No. 3002). Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title.”

The following paragraph is proposed to be added to the Site Location Requirement (RMC Section 18.156.920) to prevent the assemblage of parcels for the purpose of expanding an existing warehouse or logistics distribution use (as suggested by Council).

> “B. Assemblage of Parcels Prohibited: No warehouse development project or redevelopment or reconstruction of a property for warehouse use, may assemble or merge additional properties for the purpose of developing, enlarging, expanding, or intensifying the use of an existing warehouse or logistics distribution facility.”

Furthermore, the Planning Commission recommended adding the following paragraph to the ‘Applicability’ section (RMC Section 18.156.910) to address situations where a property possesses a valid unexpired land use entitlement, but a warehouse facility has not yet been physically constructed as of the effective date of the ordinance.

> “C. A property with a valid unexpired land use entitlement for a new warehouse or logistics distribution facility that has not yet been constructed or established as of the effective date of Ordinance No. 3002 shall have the same land use rights as if the structure had been existing on the effective date of Ordinance No. 3002.”

<u>Provisions for Rebuilding</u>

As existing warehouses would be allowed to remain as Permitted or Conditionally Permitted uses, the usual nonconforming provisions of the zoning regulations contained in RMC Chapter 18.184 (Nonconforming Buildings and Uses) would not normally be applicable. Therefore, new provisions need to be created within RMC Chapter 18.156, Article XII (titled “Warehouses and Logistics Distribution Centers”) to allow existing warehouses to be fully rebuilt, repaired, renovated, etc., up to 100 percent of the previously existing gross floor area and previously existing building height. A new section is proposed, which would be Section 18.156.970, as follows:

> “18.156.970: REBUILDING PROVISIONS FOR EXISTING WAREHOUSES AND LOGISTICS DISTRIBUTION CENTERS:
>
> A. Existing warehouses and logistics distribution facilities (as of the effective date of Ordinance No. 3002) may be rebuilt only to the previously existing square-footage and previously existing height if the structure meets the following criteria:
>
> 1. The warehouse or logistics distribution use was legally established prior to the effective date of Ordinance No. 3002; or if not yet established, the subject property had a valid land use entitlement issued prior to the effective date of Ordinance No. 3002.
>
> 2. The Development Services Director has determined the existing business to be a permitted or conditionally permitted use.
>
> 3. A change in ownership or tenancy without any change in use or occupancy shall not affect any of the rebuilding rights, privileges, and responsibilities provided pursuant to this section.

4. It shall be the property owner's responsibility to provide evidence or information to justify the establishment of rebuilding rights.

B. Criteria for rebuilding, reconstruction, renovation, or improvements to an applicable structure or property.

1. Ordinary repair and maintenance may be performed on a structure or property subject to these provisions, in accordance with applicable law (e.g., California Building Code, California Fire Code, etc.).

2. Improvements to the existing structure including technology upgrades (e.g., seismic strengthening, energy use efficiency, PV solar or re-roof, water use efficiency, reductions to greenhouse gas emissions, hazardous materials remediation, etc.) may be installed on a structure or property subject to these provisions, in accordance with applicable law.

3. Warehouses and logistics distribution facility buildings may be voluntarily rebuilt, reconstructed, renovated or refurbished if the permitted square-footage (gross floor area) is not increased and building height is not increased, and subject to the provisions of this article.

4. If involuntarily damaged or destroyed by a catastrophic event (fire, flood, earthquake or other calamity, by act of God or by the public enemy), the entirety of the structure may be rebuilt to the previously existing permitted square-footage (gross floor area) and previously existing height."

Provisions for Increasing Building Height

The Commission also recommended adding provisions to the proposed Section 18.156.970 that would allow for an increase to building height and/or truck dock positions, if the property owner applies for a Conditional Use Permit and includes any feasible provisions of RMC Chapter 18.156, Article XII (e.g., sustainable energy features, screening/buffering improvements, traffic patterns/signage requirements, and operational requirements). The additional criteria would be the following.

"C. Existing warehouses and logistics distribution facilities (existing as of the effective date of Ordinance No. 3002) may be altered and request an increase to the building height pursuant to the following criteria:

1. Building height may be increased up to 15% over the existing roof height (and overall building height not to exceed the maximum height allowable within the applicable land use district) to incorporate technology upgrades, energy efficiency improvements, or other justifiable economic or environmental reasons; and/or may increase the number of previously existing truck dock positions; provided the structure meets the criteria listed below.

a. The subject property meets all applicable criteria in Section 18.156.970(B).

b. The subject property obtains a Conditional Use Permit issued pursuant to Chapter 18.192 of this title.

c. Construction or redevelopment of a building involving additional height shall include the feasible provisions of Section 18.156.930 through 18.156.960 of this article, as determined by the Planning Commission (the location requirements of Section 18.156.920(A) shall not apply). For purposes of this article, "feasible" has the same meaning as California Code of Regulations Title 14, § 15364.

d. Complete an environmental review process, if applicable, in accordance with the California Environmental Quality Act for a proposed project that will increase building height, increase the number of truck docks, or change non-refrigerated space to refrigerated space.

e. The commission may require one or more of the following in instances where the proposed redevelopment, reconstruction, or alteration appears to create impacts to traffic, landscaping, or economic feasibility:

i. Circulation studies, prepared by a traffic engineer, showing the movement of vehicular and truck traffic to and from the subject property, and to and from existing thoroughfares. Special engineering features and/or traffic regulation devices needed to facilitate or ensure safety of circulation may be required;

ii. A landscaping and tree planting plan, prepared by a landscape architect;

iii. An economic feasibility report or market analysis, prepared by a qualified economist, justifying the need to increase the building height and/or increase the number of truck docks."

The Commission discussed and recommended adding the phrase "or an applicable entitlement " to element (C)(1) above regarding maximum allowable height ("...and overall building height not to exceed the maximum height allowable within the applicable land use district or an applicable entitlement"). However, the provision for "an applicable entitlement" may be inconsistent with their intent to allow for a 15% increase to existing building height, as most development projects are already constructed to the height specified in their entitlements (such as a Commission Review & Approval permit, Conditional Use Permit, or Planned Development entitlement). In terms of practical effects, limiting the height to "an applicable entitlement" may not allow for any height increase whatsoever in some circumstances. The typical maximum allowable building height is 50 feet in the M-1, M-2, EV/IC and EV/IR districts (and none specified in the C-M and I-P districts). However, limiting maximum height to that stated in an approved entitlement (such as 40 feet or 44 feet, for example) would be more restrictive than the 50-foot maximum that is generally applicable to other properties located within the same zoning district, in most cases. Council may wish to remove the language making reference to "an applicable entitlement" for internal consistency. Lastly, "interior ceiling height" should be changed to "building height" for consistency (see Attachment A-1, Draft Ordinance, legislative version illustrating the changes).

Definitions for Alteration and Repair

The Commission recommended adding definitions for the terms *Alteration* and *Repair*, which would largely mirror the existing definitions as contained in the California Building Code. The Commission recommended adding the word "interior" to the definition of *Alteration* so that it only refers to interior building modifications, not to other exterior site improvements or maintenance activities that do not affect the building.

Proposed definition of *Alteration* (based on California Building Code definition).

> Any construction or renovation to an existing structure other than repair or addition. A change, addition or modification in construction, change in occupancy or use, or structural repair to an existing building or facility. Alterations include, but are not limited to, remodeling, renovation, rehabilitation, reconstruction, historic restoration, resurfacing of interior circulation paths or vehicular ways, changes or rearrangement of the structural parts or elements, and changes or rearrangement in the plan configuration of walls and full-height partitions. Normal maintenance, reroofing, painting or wallpapering, or changes to mechanical and electrical systems are not alterations unless they affect the usability of the building or facility.

B) Specific Plan Amendments

Similar amendments to the use lists of commercial and industrial Specific Plans will adopt similar provisions as well as refer to RMC Title 18. These include the following:

- East Valley Corridor Specific Plan (Specific Plan No. 40);
- East Valley Complex (Specific Plan No. 25);
- Redlands Aviation Park (Specific Plan No. 32);
- Centennial Commerce Park (Specific Plan No. 33);
- Redlands Research Park (Specific Plan No. 42);
- Concept Plans (CP-1 and CP-2); and,
- Planned Developments (PD Nos. 1, 3, 4, and 7) within the East Valley Corridor Specific Plan.

C) Environmental Review

The proposed code amendment is exempt from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the zoning code amendment and specific plan amendment(s) may have a significant effect on the environment. Furthermore, even if the proposal is considered a project, the proposed zoning code amendment and specific plan amendment(s) are categorically exempt under CEQA Guidelines Section 15308, because it is clear that they will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the adoption of regulations and development standards on such warehouse and distribution facilities. Accordingly, no further environmental review is necessary.

ALTERNATIVES:

The City Council may consider these alternatives:

A. If Council does not wish to allow for an increase to existing building height and/or additional truck docks, Council may modify the proposed ordinance to exclude the relevant provisions (delete proposed section 18.156.970(C) pertaining to building height increase, or delete portions referencing additional truck docks).
B. Council may modify the proposed ordinance language to include or exclude other provisions.
C. Provide additional direction to staff, and request that staff bring back a revised ordinance and resolution to a future City Council meeting.
D. Request additional information.

SUBMITTED BY:
Sean Reilly, Development Services Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Kurt Wilson, Assistant City Manager
Danielle Garcia, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Brian Foote, City Planner

Attachments

A-1_Ordinance_No_3002_Warehouses_legislative.pdf
A-2_Ord_3002_Warehouses_clean.pdf
B-1_Resolution_No_8793_-_Warehouses.pdf

ORDINANCE NO. 3002

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE TO PROHIBIT NEW WAREHOUSING AND LOGISTICS DISTRIBUTION CENTERS, AS DEFINED, IN THE COMMERCIAL AND INDUSTRIAL ZONES, WHILE ALLOWING FOR EXISTING WAREHOUSES AND LOGISTICS DISTRIBUTION USES TO REMAIN AS PERMITTED OR CONDITIONALLY PERMITTED USES SUBJECT TO NEW REBUILD PROVISIONS.

WHEREAS, the City Council of the City of Redlands has initiated Ordinance Text Amendment No. 372, in accordance with Chapter 18.204 (Amendments) of the Redlands Municipal Code, as the public necessity, convenience, or general welfare justifies such action; and

WHEREAS, over the past twenty years, Redlands has experienced the construction of numerous large warehouses and logistics distribution facilities in and around the City of Redlands including the unincorporated County jurisdiction located in northwest Redlands; and

WHEREAS, on September 29, 2024, the Governor of the State of California signed Assembly Bill (AB) 98 to add Section 65302.02 to, and to add Chapter 2.8 (commencing with Section 65098) to Division 1 of Title 7 of, the Government Code, and to add Sections 40458.5 and 40522.7 to the Health and Safety Code, relating to land use, and the "Warehouse Concentration Region" defined therein includes the City of Redlands among other nearby cities and counties; and

WHEREAS, two major transportation corridors (Interstate 10 and Interstate/S.R. 210 freeways) serve the Southern California region and are gateways to the Interstate Highway System, and both freeways pass through the City of Redlands, which contributes to a significant quantity of heavy-truck and other vehicular traffic to pass through the City to reach destinations located outside the City of Redlands as well as within the unincorporated "donut hole" area; and

WHEREAS, heavy-truck traffic that serves several million square feet of warehousing and logistics distribution uses located within the unincorporated County island area (surrounded by the City of Redlands) must pass through the City and utilize City streets on a daily basis at all hours of the day and night; and

WHEREAS, the residents and visitors of the City of Redlands may experience exposure to environmental effects (such as numbers of truck trips, vehicle miles traveled, greenhouse gas emissions affecting air quality, vehicular noise, etc.) and other externalities from such warehousing and logistics distribution uses; and

WHEREAS, in accordance with Government Code § 65854 and/or § 65090, on or about March 24, 2026, the Secretary to the Planning Commission gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance Text Amendment No. 372 would be considered by the Planning Commission; and

WHEREAS, on April 14, 2026, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372 and related Specific Plan Amendments; and

WHEREAS, in accordance with Government Code § 65854 and/or § 65090, on or about April 21, 2026, the Secretary to the Planning Commission gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance Text Amendment No. 372 would be considered by the Planning Commission; and

WHEREAS, on May 12, 2026, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372 and related Specific Plan Amendments; and

WHEREAS, the proposed Ordinance No. 3002 is exempt from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and

WHEREAS, following the public hearing on May 12, 2026, the Planning Commission determined that Ordinance Text Amendment No. 372 would be in conformity with the 2035 General Plan, and would be consistent with goals of the General Plan for transportation, connectivity, compatibility and harmonious relationship of different land uses; and

WHEREAS, on May 12, 2026, the Planning Commission recommended approval of Ordinance Text Amendment No. 372 to the City Council; and

WHEREAS, in accordance with Government Code § 65854 and/or § 65090, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance Text Amendment No. 372 would be considered by City Council; and

WHEREAS, on June 16, 2026, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372.

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

SECTION 1. California Environmental Quality Act. The proposed Ordinance Text Amendment does not require environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the zoning code amendment may have a significant effect on the environment, insofar as it would amend the lists of permitted land uses in the City of Redlands. Furthermore, even if the proposal is considered a project, the proposed zoning code amendment is categorically exempt under CEQA Guidelines Section 15308, because it is clear that it will not create an

environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the adoption of regulations prohibiting new large new warehouses and logistics distribution facilities. Accordingly, no further environmental review is necessary.

SECTION 2. Redlands Municipal Code Section 18.100.040, entitled "Permitted Uses" for the Commercial Industrial (C-M) District, is hereby amended to read as follows:

"18.100.040: PERMITTED USES:

Principal permitted uses in the C-M zone include:

A. Auto services: No open service bays shall face a public street, or they shall be screened:

Brake relining.
Glass installation.
Muffler installation.
Painting.
Repair.
Upholstery.

B. Commercial sales and service:

Agricultural supplies and equipment.
Automobile equipment.
Automobile, new and used.
Bicycle, boat and motorcycle.
Building material and hardware.
Cabinet shop.
Camper and mobilehome.
Drive-in stores, such as milk and food, no alcohol beverage sales.
Electrical apparatus and equipment.
Furniture, appliances and carpeting.
Garden and farm supplies.
Interior decorator studios.
Machinery, equipment and supplies.
Nurseries; no outdoor display of merchandise other than plants.
Office equipment.
Paint.
Pet and pet supply.
Plumbing, heating, air conditioning and refrigeration equipment and supplies.
Radio, television and musical instruments.

C. Industrial:

Uses permitted in the M-P planned industrial district.

Recreation and entertainment: The following uses are subject to approval of a conditional use permit if within three hundred feet (300') of a residential area:

Bowling lanes, skating rinks, and sports arenas, no alcohol beverage sales.
Drive-in theaters.

D. Services:

Auction houses.
Auto rental.
Bus terminals and similar transit facilities.
Cleaning and dyeing plants, laundries, linen and towel service.
Furniture upholstery.
Governmental agencies.
Ice manufacture, cold storage, and frozen food lockers.
Mail order houses.
Motels and hotels.
Parcel delivery.
Pest control.
Public scales.
Radio and television broadcasting studios.
Restaurants.
Retreading of tires.
Sign painters.

E. Other uses:

Agricultural uses permitted in the M-P district.
Business, technical, trade or professional schools.
Clubs, lodges, and similar organizations.
Electric distribution substations, public utility buildings and service yards.
Van and storage.
Warehousing, ancillary to another primary use (see Redlands Municipal Code Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title.
Wholesalers."

SECTION 3. Redlands Municipal Code Section 18.100.070, entitled "Conditional Uses" for the Commercial Industrial (C-M) District, is hereby amended to read as follows:

"18.100.070: CONDITIONAL USES:

The following uses may be permitted in the C-M zone subject to approval of a conditional use permit:

Uses listed in chapter 18.192 of this title.
Ambulance service.
Animal hospitals.
Bowling lanes, skating rinks, and sports arenas, with alcohol beverage sales.
Cocktail lounges and bars.
Drive-in stores, such as milk and food, with alcohol beverage sales.
Equipment rental.
Radio and television transmitter towers higher than fifty feet (50') above ground level.
Regional shopping center containing at least one department store and a minimum gross land area of thirty five (35) acres; uses permitted shall be limited to those contained in the C-3 zone.
Retail store containing a minimum gross leasable area of seventy five thousand (75,000) square feet, subject to the parking requirements for neighborhood commercial districts.
Service stations.
~~Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title~~."

SECTION 4. Redlands Municipal Code Section 18.108.030, entitled "Permitted and Accessory Uses" for the (M-1) Light Industrial District is hereby amended to read as follows:

"In the M-1 zone, principal permitted uses shall be as follows:

A. Uses permitted in the M-P, planned industrial district.

B. Accessory uses:

Commercial sales and service incidental to a principal permitted use.
Employee recreational facilities and play areas.
Storage buildings incidental to a permitted use.
Superintendent or caretaker dwelling. One dwelling unit on the same parcel of land as a permitted use needing continual supervision, to be occupied exclusively by a superintendent or a caretaker and his family.
Other accessory uses and buildings customarily appurtenant to a permitted use.

C. Manufacturing:

Manufacture and assembly of electrical equipment and supplies, such as coils, condensers, lamps, switches, wire and cable assembly.

Manufacture of ceramic products, such as pottery, figurines and small glazed tile, utilizing only previously pulverized clay, and provided that kilns are fired only by electricity or gas.

Manufacture of cutlery, hardware, hand tools and kitchen utensils.

Manufacture, processing or treatment of products other than those which may be obnoxious or offensive by reason of emission of odor, dust, smoke, gas, noise, vibration or hazard.

Manufacturing, assembling, compounding, packaging and processing of articles or products from the following previously prepared materials: asbestos, bristles, bone, feathers, hair, horns, leather, metal, paints (excluding any boiling process), paper, textiles.

Manufacturing, compounding, processing, canning or packaging of products such as bakery goods, candy and soft drinks, dairy products, food products (excluding fish and meat products, sauerkraut, vinegar, yeast, and the rendering or refining of fats and oils).

Mattress manufacture, repair, rebuildings and recovering.

D. Other uses:

Agricultural supplies and equipment, sales and service.
Agricultural uses, but excluding dairies, stockyards, slaughter of animals, and manufacture of fertilizer.
Automobile accessory and parts sales.
Automobile repair services; no open service bays shall face a public street, or they shall be screened.
Automobile sales, new and used.
Barbershops.
Boat, mobilehome and camper sales and services.
Building material and hardware sales.
Catering services.
Cleaning and dyeing plants, laundries, linen and towel service.
Creameries.
Electric distribution substations, electric transmission substations, and public utility buildings and service yards.
Furniture upholstery.
Ice manufacture and storage, frozen food lockers, and cold storage plants.
Lumberyards (no planing mills).

E. Machine shops and such uses as the following:

Anodizing shops.
Blacksmith shops.
Cabinet or carpenter shops.
Die and pattern making shops.
Electroplating shops.

Grinding shops.
Metal engraving shops.
Metal finishing and plating shops.
Polishing shops.
Sheet metal shops.
Tinsmith shops.
Welding shops.
Parking lots, commercial.
Petroleum bulk plants.
Plumbing, heating or electrical shops.
Real estate, business and professional offices.
Repair and fix-it shops.
Repair garages, body and fender works and auto painting, providing all work is conducted within a completely enclosed structure.
Retreading and recapping of tires.
Service stations.
Sign painters.
Taxidermy shops.
Tree surgeons.
Volume sales outlets, such as furniture, appliances and carpeting.
Warehousing, ancillary to another primary use (see Redlands Municipal Code Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title.
Wholesaling."

SECTION 5. Redlands Municipal Code Section 18.108.050, entitled "Conditional Uses" for the Light Industrial (M-1) District, is hereby amended to read as follows:

"The following uses may be permitted in the M-1 zone subject to approval of a conditional use permit:

Animal and pet hospitals, kennels and animal pounds.
Automobile wash, mechanical or self-service.
Building materials storage yards.
Business, technical, trade or professional schools.
Commercial recreation such as bowling lanes and skating rinks.
Contractors' storage yards.
Equipment rentals.
Feed and fuel yards.
Motels.
Outdoor vehicle storage and holding lot, with no dismantling or wrecking permitted.
Restaurants.

~~Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title.~~"

SECTION 6. Redlands Municipal Code Section 18.112.030, entitled "Permitted and Accessory Uses" for the Industrial (I-P) District, is hereby amended to read as follows:

"18.112.030: PERMITTED AND ACCESSORY USES:

Principal permitted uses in the I-P zone include:

A. Accessory uses:

Commercial sales and service incidental to a principal permitted use.

Employee recreational facilities and play areas.

One dwelling unit on the same parcel of land as a permitted use needing continual supervision, to be occupied exclusively by a superintendent or a caretaker and his family.

Storage buildings incidental to a permitted use.

Other accessory uses and buildings customarily appurtenant to a permitted use.

B. Manufacturing:

Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines.

Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines.

Manufacture of chemicals and chemical products, except those requiring a conditional use permit.

Manufacture of food products, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils and yeast; but not including fish or meat products.

Manufacturing and processing of the following, conducted in an enclosed building, except that any outdoor manufacturing or processing operation in this group of uses shall be subject to approval of a conditional use permit:

Abrasives.

Aircraft and aircraft accessories.

Aluminum products.

Asbestos.

Automobiles, trucks and trailers.

Automotive accessories and parts.

Boats.

Candles.

Canvas.

Carpets and rugs.

Cellophane.

Cloth.

Composition wallboard.

Cork.

Felt.

Fiber.

Fur.

Glass, but excluding blast furnaces.

Glazed tile.

Hemp products.

Ink.

Jute products.

Leather.

Linter.

Metal foil.

Metal products.

Missiles and missile components, excluding explosive fuels.

Motors and generators.

Paper.

Plastics.

Porcelain products.

Pulp goods.

Putty.

Railroad equipment.

Rubber products.

Sisal products.

Starch and dextrine.

Structural steel products.

Textiles.

Tile.

Wire and wire products.

Yarns.

Metal fabricating, heat treating, pickling and stamping.

Transit and transportation terminals, repair and storage facilities.

C. Services:

Blueprinting, photocopying and film processing.

Business and research offices related to the administration and operation of the permitted industrial uses.

Electrical distribution substations, electrical transmission substations, public utility service yards and steam electric generating stations.

Laboratories.

Lumberyards.

Newspaper publishing.

Off street parking.

Offices, business and professional.

Petroleum bulk plants.

Printing, lithographing, publishing.

Public buildings.

Public utility offices.

Radio and television broadcasting.

Restaurants operated for employees on the premises.

Trade union halls.

Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title.

Warehousing, ancillary to another primary use (see Redlands Municipal Code Chapter 18.156, Article XII).

Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.

Wholesaling."

SECTION 7. Redlands Municipal Code Section 18.112.050, entitled "Conditional Uses" for the Industrial (I-P) District, is hereby amended to read as follows:

"The following uses may be permitted subject to approval of a conditional use permit:

A. Heliports.

B. Manufacturing of:

Acetylene.
Ammonia.
Aniline dyes.
Bleaching powder.
Breweries, distilleries and wineries.
Bronze, babbitt metal and similar alloys.
Carbide.
Carbolic, hydrochloric, picric and sulfuric acid.
Caustic soda.
Cellulose and celluloid.
Chlorine.
Coal, coke or coal tar products.
Exterminating agents.
Film.
Gas.
Lacquer, shellac, turpentine, varnish or calcimine (Kalsomine).
Linoleum or oilcloth.
Matches.
Nitrating of cotton and other materials.
Phenol.

Potash.
Pyroxylin.
Rubber (natural or synthetic).
Soap, tallow, grease and lard.
Radio transmitter towers higher than fifty feet (50') above ground level.

C. Storage of:

Oil or gas in amounts of two thousand five hundred (2,500) barrels or more.
Oil or gas within three hundred feet (300') of any residential zone, school or park.
Recreational vehicles and boats.

~~D. Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title.~~

D. Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002 (or the property has a valid conditional use permit approved prior to the effective date of Ordinance No. 3002). Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title."

SECTION 8. Redlands Municipal Code Section 18.116.030, entitled "Permitted Uses" General Industrial (M-2) District, is hereby amended to read as follows:

"18.116.030: PERMITTED USES:

Principal permitted uses in the M-2 zone include:

A. Uses permitted in the M-1 industrial zone.

B. Contractors' yards and shops, including building, masonry, painting, concrete, electrical, plumbing, refrigeration, roofing, heating and air conditioning.

C. Electrical distribution substations, electrical transmission substations, nonnuclear electric generating stations, and public utility buildings, office, and service yards, and steam electric generating stations.

D. Food products manufacture, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils and yeast; but not including fish or meat products.

E. Lumberyards, lumber processing and woodworking, including planing mills, plywood, veneering, wood preserving and laminating.

F. Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines.

G. Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines.

H. Manufacture of chemicals and chemical products, except those requiring a conditional use permit.

I. Manufacture, storage, reconditioning and exchange of such items as cans, containers, boxes, barrels, bottles and bags.

J. Manufacturing and processing of the following, conducted in an enclosed building, except that any outdoor manufacturing or processing operation in this group of uses shall be subject to approval of a conditional use permit:

Abrasives.
Aircraft and aircraft accessories.
Aluminum products.
Asbestos.
Automobiles, trucks and trailers.
Automotive accessories and parts.
Boats.
Bricks.
Burial vaults and caskets.
Candles.
Canvas.
Carpets and rugs.
Cement products.
Chalk.
Clay pipe and clay products.
Composition wallboard.
Glass, but excluding blast furnaces.
Glazed tile.
Graphite and graphite products.
Hemp products.
Ink.
Jute products.
Linter.
Metal foil.
Metal products.
Missiles and missile components, excluding explosive fuels.
Motors and generators.
Paraffin products.
Plastics.
Porcelain products.
Pulp goods.
Pumice.

Putty.
Railroad equipment.
Rubber products.
Sand and lime products.
Sisal products.
Starch and dextrine.
Steel products.
Stone products.
Structural steel products.
Tile.
Wire and wire products.

K. Metal fabricating, heat treating, pickling and stamping.

L. Storage facilities, except those requiring a conditional use permit.

M. Warehousing, ancillary to another primary use (see Redlands Municipal Code Chapter 18.156, Article XII).

N. Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.

O. Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002 (or the property has a valid land use entitlement approved prior to the effective date of Ordinance No. 3002). Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title."

SECTION 9. Redlands Municipal Code Section 18.116.050, entitled "Conditional Uses" General Industrial (M-2) District, is hereby amended to read as follows:

"In the M-2 zone, the following uses may be permitted subject to approval of a conditional use permit:

A. Airports, heliports and landing strips.

B. Animal, food or beverage processing of the following kinds:

Breweries, distilleries and wineries.
Meat or fish products packing, canning or processing.
Vinegar, yeast and sauerkraut.

C. Asphalt, concrete and earth products activities of the following kinds:

Asphalt batching plants.
Concrete mixing and batching plants.
Rock crushing plants and aggregate dryers.

Sandblasting plants.
Butane service and filling stations.

D. Commercial and service type uses which the commission, after study and deliberation, finds are needed to serve the M-2 district, and which will not interfere with the orderly development of the industrial area, and which will be compatible with industrial uses.

E. Distilling of:

Alcohol.
Bones.
Coal.
Coal tar.
Coke.
Wood.
Heavy metal works of the following kinds:
Blast furnaces.
Boiler works.
Drop forge industries.
Drop hammers.
Forges, foundries and forging works.
Metal and metal ore reduction or smelting.
Rolling mills.

F. Manufacturing of:

Acetylene.
Ammonia.
Aniline dyes.
Asphalt or asphalt products.
Bleaching powder.
Bronze, babbitt metal and similar alloys.
Carbide.
Carbolic, hydrochloric, picric and sulfuric acid.
Caustic soda.
Cellophane.
Cellulose and celluloid.
Cement, lime, gypsum or plaster of Paris.
Charcoal, lampblack or fuel briquettes.
Chlorine.
Coal, coke or coal tar products.
Creosote.
Exterminating agents.
Fertilizer.
Film.
Gas.
Lacquer, shellac, turpentine, varnish or calcimine (kalsomine).
Linoleum or oilcloth.

Matches.
Nitrating of cotton and other materials.
Phenol.
Potash.
Pyroxylin.
Rubber (natural or synthetic).
Soap, tallow, grease and lard.
Radio transmitter towers, higher than fifty feet (50') above ground level.

G. Refining of:

Fats and oils.
Metals and metal ores.
Petroleum and petroleum products.
Sugar.
Salvage, wrecking and disposal activities of the following kind:
Automobile wrecking and salvage.
Building wrecking and salvage.
Dumps, including garbage and trash disposal.
Industrial waste material salvage, waste metal, rag, clothing, glass and paper salvage operations.
Sewer farm or sewage disposal plants.

H. Storage of:

Automobiles and other vehicles purchased for wrecking operations.
Fertilizer or manure.
House movers' equipment and buildings moved from other locations.
Oil or gas in amounts of two thousand five hundred (2,500) barrels or more.
Oil or gas within three hundred feet (300') of any residential zone, school or park.
Sand, gravel, rock or decomposed granite in amounts of two thousand (2,000) tons or more.
Used building materials or secondhand buildings.

~~I. Warehouses and logistics distribution centers, in accordance with chapter 18.156 of this title.~~"

SECTION 10. Chapter 18.156 of the Redlands Municipal Code, entitled "Development Provisions for Specific Uses," Article XII entitled "Warehouses and Logistics Distribution Centers," is hereby amended as follows:

"ARTICLE XII. Warehouses and Logistics Distribution Centers

18.156.900: DEFINITIONS:

ALTERATION:	Any construction or renovation to an existing structure other than repair or addition. A change, addition or modification in construction, change in occupancy or use, or structural repair to an existing building or facility. Alterations include, but are not limited to, remodeling, renovation, rehabilitation, reconstruction, historic restoration, resurfacing of interior circulation paths or vehicular ways, changes or rearrangement of the structural parts or elements, and changes or rearrangement in the plan configuration of walls and full-height partitions. Normal maintenance, reroofing, painting or wallpapering, or changes to mechanical and electrical systems are not alterations unless they affect the usability of the building or facility.
REPAIR:	*Repair* has the same meaning as defined in the California Building Code (Chapter 2, as amended, California Building Code).
WAREHOUSE:	Warehouse/distribution facilities primarily used for the storage and/or consolidation of manufactured goods before their distribution to retail locations or other warehouses. Warehouse/distribution centers are fifty thousand (50,000) square-feet or more in gross floor area or contain six (6) or more truck docks or dock high loading doors. They are characterized by dock high loading doors and could be on opposing sides of the building (cross dock facility); may include grade-level loading doors; interior clear heights a minimum of 28 to 36 feet to ceiling for the warehousing floor area; significant movement and storage of products, materials, or equipment; may include receiving, sorting, re-packaging, and/or re-distribution; truck activities frequently outside of the peak hour of the adjacent street system; and need freeway access. This definition excludes facilities owned and operated by a government agency or any public or private utilities. Warehousing and distribution facilities include, but are not limited to, the following types of uses: A. Warehousing distribution/high cube distribution centers. B. Parcel delivery terminals or truck terminals. C. Parcel sorting and distribution facilities. D. Package allocation for delivery drivers or independent delivery contractors. E. Parcel hub or high cube fulfillment center. F. Freight yards or forwarding terminals. G. Moving agencies. H. Shipping/receiving yards.
WAREHOUSING, ANCILLARY:	The use of a portion of a building for the related storage of goods of any type by one or two businesses and used for the sale or distribution of those goods directly to their customers. A manufacturing, assembly, service commercial, or other type of commercial or industrial use (i.e., primary use) manufactures and/or stores and distributes the goods or components that are

	produced or contained on-site, and therefore includes the related storage of those goods or items. Ancillary storage or warehousing is subordinate and incidental to the primary land use (e.g., manufacturing, assembly, service commercial, or other type of primary commercial or industrial use). Ancillary storage or warehousing may include ground level loading doors on one or more sides of the building, or not more than five (5) dock high loading doors on one side of the building only.

18.156.910: APPLICABILITY:

The provisions of this section shall apply to the following types of development projects:

A. New warehouse development projects that meet one of the following criteria (note: excludes government agency facilities and public or private utility facilities).

1) Gross floor area of fifty thousand (50,000) square-feet or more; or,
2) A structure with six (6) or more truck docks or dock high loading doors (does not include grade-level loading doors or loading spaces).

~~B. Development or r edevelopment projects for existing or proposed warehouse facilities involving demolition, reconstruction, repairing, or rebuilding that exceed fifty percent (50%) of the reasonable replacement value of the existing structure or property.~~

~~1. Estimates for this purpose shall be reviewed and approved by the building official and the Development Services Director, or their respective designees, and shall be based on the minimum cost of construction in compliance with the California Building Code.~~
~~2. For the purpose of this section, "assessed value" shall mean the assessed value of the structure as shown on the County of San Bernardino property assessment roll in effect at the time of the occurrence of the casualty, or at the time the repair and maintenance is first conducted.~~
3. ~~Redevelopment of a property and/or building shall include the feasible provisions of Section 18.156.930 through 18.156.960 of this Article, as determined by the Planning Commission (the location requirements of Section 18.156.920 shall not apply to redevelopment projects).~~

~~C.~~ B. Required Compliance. No new warehouse development project shall be constructed, no redevelopment or reconstruction of a property for warehouse use, and no existing warehouse shall be moved, altered, or enlarged, except in accordance with the applicable development standards of this Article and/or applicable State law. If any provisions of this article conflict or are inconsistent with applicable State law, then State law shall prevail.

C. A property with a valid unexpired land use entitlement for a new warehouse or logistics distribution facility that has not yet been constructed or established as of the effective date of Ordinance No. 3002 shall have the same land use rights as if the structure had been existing on the effective date of Ordinance No. 3002.

18.156.920: SITE LOCATION REQUIREMENT:

A. No warehouses shall be located on a project site more than one mile (5,280 feet) from a freeway entrance/exit ramp to the Interstate Freeway System (Interstate 10 and Interstate 210). For purposes of this requirement, the linear distance shall be measured as a radius from a freeway ramp to any part of the subject property.

B. Assemblage of Parcels Prohibited: No warehouse development project, or redevelopment or reconstruction of a property for warehouse use, may assemble or merge additional properties for the purpose of developing, enlarging, expanding, or intensifying the use of an existing warehouse or logistics distribution facility.

18.156.930: SCREENING AND BUFFERING REQUIREMENTS:

A. Warehouse developments shall provide a solid decorative wall(s) of at least ten feet (10') in height when abutting any of the following land uses: any residence including private homes, condominiums, apartments, and living quarters; schools and preschools; daycare centers and in-home daycares; hospitals; long-term care facilities; retirement and nursing homes; community centers; places of worship; parks (excluding trails); and dormitories. The exterior treatment of the wall(s) shall be decorative or painted.

B. Unless physically impossible, loading docks and truck entries shall be oriented away from abutting sensitive receptors. To the greatest extent feasible, loading docks, truck entries, and truck drive aisles shall be located away from nearby sensitive receptors. In making feasibility decisions, the City must comply with existing laws and regulations and balance public safety and the site development's potential impacts to nearby sensitive receptors. Therefore, loading docks, truck entries, and drive aisles may be located nearby sensitive receptors at the discretion of the Planning Commission, but any such site design shall include measures designed to minimize overall impacts to nearby sensitive receptors.

C. Trees shall be used as part of the solid screen buffering treatment for any adjacent residential properties or properties with sensitive receptors. Trees used for this purpose shall be evergreen, drought-tolerant, minimum 36-inch box size, and shall be spaced no greater than 40-feet on center. Palm trees shall not be used for screening purposes. The property owner and any successors in interest shall maintain these trees for the duration of ownership ensuring any unhealthy or dead trees are replaced timely as needed.

D. Trees shall be installed in automobile (passenger vehicle) parking areas to provide at least thirty five percent (35%) shade cover of parking areas within fifteen (15) years. This requirement is in addition to the applicable standard design requirements for parking lot landscape and related improvements. Trees shall be planted that are capable of implementing this requirement.

18.156.940: TRAFFIC PATTERNS AND SIGN REQUIREMENTS:

A. Applicants for entitlements shall prepare and submit a Truck Routing Plan demonstrating the most direct route(s) to and from the Interstate Freeway System based on the city's latest Truck Route Map. Routes to or from freeway ramps shall not pass through any residential zones or districts.

B. A traffic impact assessment (TIA) report shall be prepared to evaluate a proposed warehouse project's compliance with the City's Measure U traffic system requirements, and shall include an evaluation of the City's streets and Truck Routes that provide vehicular access to the Interstate Freeway System, including, but not limited to: existing right-of-way width; roadway capacity to handle the proposed quantity of truck trips to be generated by the proposed use (including any road widening that may be necessary); roadway design and improvements to handle the weight and frequency of proposed truck trips; intersection operations to freeway ramps and level of service analysis to include the proposed truck trips; truck turn radii at intersections; and other operational elements of the City's street network to serve the proposed use. The TIA may be prepared by a qualified consultant selected and directed by the City (and all consultant costs to be reimbursed by the applicant), or by a qualified traffic consultant selected by the applicant (and all work subject to the direction, review, and approval by the City).

C. Entry gates into the loading dock/truck court area with more than 20 loading docks shall be positioned after a minimum of 140 feet of total available stacking depth inside the property line (or alternatively, if 140 feet of depth is not feasible due to site constraints, then provide 70 feet of available stacking depth for two trucks side-by-side as an alternative design). The stacking distance shall be increased by 70 feet for every 20 loading docks beyond 50 docks. Queuing, or circling of vehicles, on public streets immediately pre- or post-entry to an industrial commerce facility is strictly prohibited unless queuing occurs in a deceleration lane or right turn lane exclusively serving the facility.

D. Prior to entitlement approval, applicants shall submit to the City, and obtain approval of, all turning templates to verify adequate truck turning movements at entrance and exit driveways as well as street intersections adjacent to industrial buildings. Unless not physically possible, truck entries shall be located on Collector streets or streets of a higher commercial classification, and vehicle entries shall be designed to prevent truck access on streets that are not Collector Streets (or streets of a higher commercial classification), including but not limited to by limiting the width of vehicle entries.

E. Anti-idling signs indicating a five (5) minute restriction on engine idling for diesel trucks shall be posted at warehouses and industrial commerce facilities along entrances to the site and within the dock areas and shall be strictly enforced by the facility operator (13 CCR § 2480).

F. Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan to be routed to the Interstate Freeway System.

G. Signs and drive aisle pavement markings shall clearly identify the onsite circulation pattern to minimize unnecessary on-site vehicular travel.

H. Facility operators shall post signs in prominent locations inside and outside of the building indicating that off-site parking for any Medium Heavy-Duty trucks, Heavy Heavy-Duty trucks, truck trailers or cabs, and other operations-related vehicles is strictly prohibited. City may require facility operator to post signs on adjacent and nearby surface or residential streets indicating that off-site truck parking is prohibited by City ordinance.

I. All signs under this Section shall be legible, durable, and weather-proof.

18.156.950: SUSTAINABLE ENERGY:

A. A minimum of ninety percent (90%) of the on-site motorized operational equipment shall be zero emission (ZE).

B. All warehouse building roofs shall install photovoltaic (PV) solar collector system or other form of on-site renewable energy, provided such renewable energy source is recognized by the State of California as a renewable resource under the Renewable Portfolio Standard Program. The renewable energy system shall be metered separately from the nonrenewable metered power usage of the building (if not in conflict with other applicable regulations). The renewable energy system shall be built to generate an amount of electricity sufficient to meet the following criteria:

1. Annualized building demand based on the approved use or, if no use is proposed, then the demand for the most energy intensive use that could occupy the building; and

2. Annualized demand required to charge fully electric vehicles and trucks, assuming that all vehicles and trucks to the site are fully electric; and

3. A reasonable rate of efficiency loss over ten years.

Note: Electricity demand that exceeds the generation capacity of the on-site renewable energy system may be obtained from off-site energy sources or suppliers.

C. The warehouse building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index (SRI) in accordance with current California Energy Code regulations. This material shall be the minimum solar reflective rating of the roof material for the life of the building.

D. The on-site passenger vehicle parking shall include electric vehicle (EV) ready parking spaces in accordance with current requirements of the California Building Code, and at least fifty percent (50%) of the required EV parking spaces shall be equipped with working Level 2 Quick Charge EV charging stations installed and operational, prior to building occupancy. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles. Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.

E. Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide chilled, cooled, or freezer warehouse space, a conduit shall be installed during construction of the building shell from the electrical room to all (100%) of the loading dock doors that have potential to serve the refrigerated space. When tenant improvement building permits are issued for any refrigerated warehouse space, electric plug-in units shall be installed at every dock door servicing the refrigerated space to allow transport refrigeration units (TRUs) to plug in. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks.

18.156.960: OPERATION AND CONSTRUCTION:

A. Cool surface treatments shall be added to all drive aisles and parking areas, or such areas shall be constructed with a solar-reflective cool pavement such as concrete. Solar collectors may be installed on support structures that provide shade over parking areas to achieve minimum requirements.

B. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized twenty-five percent (25%) larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity.

C. All exterior light fixtures (including but not limited to parking lot lighting, wall fixtures, roof fixtures, light poles, etc.) visible from public right-of-way or abutting properties shall have shielding affixed to contain illumination within the subject property and prevent light trespass and glare overspill.

D. The facility operator shall be required to perform regular maintenance of building structures, landscaping, and paved surfaces to ensure good physical condition and appearance.

E. For any sites with warehouses that are abutting or adjacent to any residential properties or properties containing sensitive receptors, any outdoor storage of materials, high-pile storage, or any other manner of storage or staging shall not exceed the height of the perimeter wall.

F. Additional operating conditions may be enacted for an individual Warehouse project pursuant to a Conditional Use Permit (~~RMC~~ Redlands Municipal Code Chapter 18.192) for the purpose of avoiding or reducing potential off-site nuisance effects of the warehouse facility (including but not limited to traffic, parking, noise, vibration, air quality emissions, etc.) on nearby sensitive receptors or residential districts, or to protect the public health, safety, or general welfare."

SECTION 11. Redlands Municipal Code Chapter 18.156, Article XII entitled "Warehouses and Logistics Distribution Centers," is hereby amended to add Section 18.156.970 as follows:

"18.156.970: REBUILDING PROVISIONS FOR EXISTING WAREHOUSES AND LOGISTICS DISTRIBUTION CENTERS:

A. For warehouses and logistics distribution facilities existing as of the effective date of Ordinance No. 3002, the criteria for alterations or repairs to the existing structure or property are as follows:

1. Ordinary repair and maintenance may be performed on a structure or property subject to the provisions of this article, and in accordance with applicable law (e.g., California Building Code, California Fire Code, etc.).

2. Improvements to the existing structure including technology upgrades (e.g., seismic strengthening, energy use efficiency, PV solar or re-roof, water use efficiency, reductions to greenhouse gas emissions, hazardous materials remediation, etc.) may be installed on a structure or property subject to the provisions of this article, and in accordance with applicable laws (e.g., California Building Code, California Fire Code, etc.).

3. Warehouses and logistics distribution facility buildings may be voluntarily rebuilt, reconstructed, or otherwise altered, subject to the provisions of this article, and in accordance with applicable laws (e.g., California Building Code, California Fire Code, etc.).

4. If the warehouse or logistics distribution facility building is involuntarily damaged or destroyed by natural disasters (i.e., fire, flood, earthquake or other calamity or acts of God), the entirety of the structure may be rebuilt subject to the provisions of this article, and in accordance with applicable laws (e.g., California Building Code, California Fire Code, etc.).

B. Existing warehouses and logistics distribution facilities (existing as of the effective date of Ordinance No. 3002) may be rebuilt to the previously existing square-footage (building footprint), previously existing height, and previously existing number of truck docks if the subject property meets the following criteria:

1. The warehouse or logistics distribution use was legally established prior to the effective date of Ordinance No. 3002; or if not yet established, the subject property had a valid land use entitlement issued prior to the effective date of Ordinance No. 3002.

2. The Development Services Director has determined the existing business to be a permitted or conditionally permitted use.

3. An applicable building permit(s) shall be obtained for reconstruction, if required.

4. A change in ownership or tenancy without any change in use or occupancy shall not affect any of the rebuilding rights, privileges, and responsibilities provided pursuant to this section.

5. It shall be the property owner's responsibility to provide evidence or information to justify the establishment of rebuilding rights.

C. Existing warehouses and logistics distribution facilities (existing as of the effective date of Ordinance No. 3002) may be altered and request an increase to the building height pursuant to the following criteria:

1. ~~Interior ceiling height~~ Building height may be increased up to 15% (and overall building height not to exceed the maximum height allowable within the applicable land use district ~~or an applicable entitlement~~) to incorporate technology upgrades, energy efficiency improvements, or other justifiable economic or environmental reasons; and/or may increase the number of previously existing truck dock positions; provided the structure meets the criteria listed below.

a. The subject property meets all applicable criteria in Section 18.156.970(B).

b. The subject property obtains a Conditional Use Permit issued pursuant to Chapter 18.192 of this title.

c. Construction or redevelopment of a building involving additional height shall include the feasible provisions of Section 18.156.930 through 18.156.960 of this article, as determined by the Planning Commission (the location requirements of Section 18.156.920(A) shall not apply). For purposes of this article, “feasible” has the same meaning as California Code of Regulations Title 14, § 15364.

d. Complete an environmental review process, if applicable, in accordance with the California Environmental Quality Act for a proposed project that will increase building height, increase the number of truck docks, or change non-refrigerated space to refrigerated space.

e. The commission may require one or more of the following in instances where the proposed redevelopment, reconstruction, or alteration appears to create impacts to traffic, landscaping, or economic feasibility:

i. Circulation studies, prepared by a traffic engineer, showing the movement of vehicular and truck traffic to and from the subject property, and to and from existing thoroughfares. Special engineering features and/or traffic regulation devices needed to facilitate or ensure safety of circulation may be required;

ii. A landscaping and tree planting plan, prepared by a landscape architect;

iii. An economic feasibility report or market analysis, prepared by a qualified economist, justifying the need to increase the building height and/or increase the number of truck docks."

SECTION 12. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 13. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

ORDINANCE NO. 3002

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING TITLE 18 (ZONING REGULATIONS) OF THE REDLANDS MUNICIPAL CODE TO PROHIBIT NEW WAREHOUSING AND LOGISTICS DISTRIBUTION CENTERS, AS DEFINED, IN THE COMMERCIAL AND INDUSTRIAL ZONES, WHILE ALLOWING FOR EXISTING WAREHOUSES AND LOGISTICS DISTRIBUTION USES TO REMAIN AS PERMITTED OR CONDITIONALLY PERMITTED USES SUBJECT TO NEW REBUILD PROVISIONS.

WHEREAS, the City Council of the City of Redlands has initiated Ordinance Text Amendment No. 372, in accordance with Chapter 18.204 (Amendments) of the Redlands Municipal Code, as the public necessity, convenience, or general welfare justifies such action; and

WHEREAS, over the past twenty years, Redlands has experienced the construction of numerous large warehouses and logistics distribution facilities in and around the City of Redlands including the unincorporated County jurisdiction located in northwest Redlands; and

WHEREAS, on September 29, 2024, the Governor of the State of California signed Assembly Bill (AB) 98 to add Section 65302.02 to, and to add Chapter 2.8 (commencing with Section 65098) to Division 1 of Title 7 of, the Government Code, and to add Sections 40458.5 and 40522.7 to the Health and Safety Code, relating to land use, and the "Warehouse Concentration Region" defined therein includes the City of Redlands among other nearby cities and counties; and

WHEREAS, two major transportation corridors (Interstate 10 and Interstate/S.R. 210 freeways) serve the Southern California region and are gateways to the Interstate Highway System, and both freeways pass through the City of Redlands, which contributes to a significant quantity of heavy-truck and other vehicular traffic to pass through the City to reach destinations located outside the City of Redlands as well as within the unincorporated "donut hole" area; and

WHEREAS, heavy-truck traffic that serves several million square feet of warehousing and logistics distribution uses located within the unincorporated County island area (surrounded by the City of Redlands) must pass through the City and utilize City streets on a daily basis at all hours of the day and night; and

WHEREAS, the residents and visitors of the City of Redlands may experience exposure to environmental effects (such as numbers of truck trips, vehicle miles traveled, greenhouse gas emissions affecting air quality, vehicular noise, etc.) and other externalities from such warehousing and logistics distribution uses; and

WHEREAS, in accordance with Government Code § 65854 and/or § 65090, on or about March 24, 2026, the Secretary to the Planning Commission gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance Text Amendment No. 372 would be considered by the Planning Commission; and

WHEREAS, on April 14, 2026, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372 and related Specific Plan Amendments; and

WHEREAS, in accordance with Government Code § 65854 and/or § 65090, on or about April 21, 2026, the Secretary to the Planning Commission gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance Text Amendment No. 372 would be considered by the Planning Commission; and

WHEREAS, on May 12, 2026, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372 and related Specific Plan Amendments; and

WHEREAS, the proposed Ordinance No. 3002 is exempt from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and

WHEREAS, following the public hearing on May 12, 2026, the Planning Commission determined that Ordinance Text Amendment No. 372 would be in conformity with the 2035 General Plan, and would be consistent with goals of the General Plan for transportation, connectivity, compatibility and harmonious relationship of different land uses; and

WHEREAS, on May 12, 2026, the Planning Commission recommended approval of Ordinance Text Amendment No. 372 to the City Council; and

WHEREAS, in accordance with Government Code § 65854 and/or § 65090, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance Text Amendment No. 372 would be considered by City Council; and

WHEREAS, on June 16, 2026, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372.

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

SECTION 1. California Environmental Quality Act. The proposed Ordinance Text Amendment does not require environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no possibility that the zoning code amendment may have a significant effect on the environment, insofar as it would amend the lists of permitted land uses in the City of Redlands. Furthermore, even if the proposal is considered a project, the proposed zoning code amendment is categorically exempt under CEQA Guidelines Section 15308, because it is clear that it will not create an

environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the adoption of regulations prohibiting new large new warehouses and logistics distribution facilities. Accordingly, no further environmental review is necessary.

SECTION 2. Redlands Municipal Code Section 18.100.040, entitled "Permitted Uses" for the Commercial Industrial (C-M) District, is hereby amended to read as follows:

"18.100.040: PERMITTED USES:

Principal permitted uses in the C-M zone include:

A. Auto services: No open service bays shall face a public street, or they shall be screened:

Brake relining.
Glass installation.
Muffler installation.
Painting.
Repair.
Upholstery.

B. Commercial sales and service:

Agricultural supplies and equipment.
Automobile equipment.
Automobile, new and used.
Bicycle, boat and motorcycle.
Building material and hardware.
Cabinet shop.
Camper and mobilehome.
Drive-in stores, such as milk and food, no alcohol beverage sales.
Electrical apparatus and equipment.
Furniture, appliances and carpeting.
Garden and farm supplies.
Interior decorator studios.
Machinery, equipment and supplies.
Nurseries; no outdoor display of merchandise other than plants.
Office equipment.
Paint.
Pet and pet supply.
Plumbing, heating, air conditioning and refrigeration equipment and supplies.
Radio, television and musical instruments.

C. Industrial:

Uses permitted in the M-P planned industrial district.

Recreation and entertainment: The following uses are subject to approval of a conditional use permit if within three hundred feet (300') of a residential area:

Bowling lanes, skating rinks, and sports arenas, no alcohol beverage sales.
Drive-in theaters.

D. Services:

Auction houses.
Auto rental.
Bus terminals and similar transit facilities.
Cleaning and dyeing plants, laundries, linen and towel service.
Furniture upholstery.
Governmental agencies.
Ice manufacture, cold storage, and frozen food lockers.
Mail order houses.
Motels and hotels.
Parcel delivery.
Pest control.
Public scales.
Radio and television broadcasting studios.
Restaurants.
Retreading of tires.
Sign painters.

E. Other uses:

Agricultural uses permitted in the M-P district.
Business, technical, trade or professional schools.
Clubs, lodges, and similar organizations.
Electric distribution substations, public utility buildings and service yards.
Van and storage.
Warehousing, ancillary to another primary use (see Redlands Municipal Code Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title.
Wholesalers."

SECTION 3. Redlands Municipal Code Section 18.100.070, entitled "Conditional Uses" for the Commercial Industrial (C-M) District, is hereby amended to read as follows:

"18.100.070: CONDITIONAL USES:

The following uses may be permitted in the C-M zone subject to approval of a conditional use permit:

Uses listed in chapter 18.192 of this title.
Ambulance service.
Animal hospitals.
Bowling lanes, skating rinks, and sports arenas, with alcohol beverage sales.
Cocktail lounges and bars.
Drive-in stores, such as milk and food, with alcohol beverage sales.
Equipment rental.
Radio and television transmitter towers higher than fifty feet (50') above ground level.
Regional shopping center containing at least one department store and a minimum gross land area of thirty five (35) acres; uses permitted shall be limited to those contained in the C-3 zone.
Retail store containing a minimum gross leasable area of seventy five thousand (75,000) square feet, subject to the parking requirements for neighborhood commercial districts.
Service stations."

SECTION 4. Redlands Municipal Code Section 18.108.030, entitled "Permitted and Accessory Uses" for the (M-1) Light Industrial District is hereby amended to read as follows:

"In the M-1 zone, principal permitted uses shall be as follows:

A. Uses permitted in the M-P, planned industrial district.

B. Accessory uses:

Commercial sales and service incidental to a principal permitted use.
Employee recreational facilities and play areas.
Storage buildings incidental to a permitted use.
Superintendent or caretaker dwelling. One dwelling unit on the same parcel of land as a permitted use needing continual supervision, to be occupied exclusively by a superintendent or a caretaker and his family.
Other accessory uses and buildings customarily appurtenant to a permitted use.

C. Manufacturing:

Manufacture and assembly of electrical equipment and supplies, such as coils, condensers, lamps, switches, wire and cable assembly.

Manufacture of ceramic products, such as pottery, figurines and small glazed tile, utilizing only previously pulverized clay, and provided that kilns are fired only by electricity or gas.

Manufacture of cutlery, hardware, hand tools and kitchen utensils.

Manufacture, processing or treatment of products other than those which may be obnoxious or offensive by reason of emission of odor, dust, smoke, gas, noise, vibration or hazard.

Manufacturing, assembling, compounding, packaging and processing of articles or products from the following previously prepared materials: asbestos, bristles, bone, feathers, hair, horns, leather, metal, paints (excluding any boiling process), paper, textiles.

Manufacturing, compounding, processing, canning or packaging of products such as bakery goods, candy and soft drinks, dairy products, food products (excluding fish and meat products, sauerkraut, vinegar, yeast, and the rendering or refining of fats and oils).

Mattress manufacture, repair, rebuildings and recovering.

D. Other uses:

Agricultural supplies and equipment, sales and service.
Agricultural uses, but excluding dairies, stockyards, slaughter of animals, and manufacture of fertilizer.
Automobile accessory and parts sales.
Automobile repair services; no open service bays shall face a public street, or they shall be screened.
Automobile sales, new and used.
Barbershops.
Boat, mobilehome and camper sales and services.
Building material and hardware sales.
Catering services.
Cleaning and dyeing plants, laundries, linen and towel service.
Creameries.
Electric distribution substations, electric transmission substations, and public utility buildings and service yards.
Furniture upholstery.
Ice manufacture and storage, frozen food lockers, and cold storage plants.
Lumberyards (no planing mills).

E. Machine shops and such uses as the following:

Anodizing shops.
Blacksmith shops.
Cabinet or carpenter shops.
Die and pattern making shops.
Electroplating shops.
Grinding shops.
Metal engraving shops.
Metal finishing and plating shops.
Polishing shops.
Sheet metal shops.

Tinsmith shops.
Welding shops.
Parking lots, commercial.
Petroleum bulk plants.
Plumbing, heating or electrical shops.
Real estate, business and professional offices.
Repair and fix-it shops.
Repair garages, body and fender works and auto painting, providing all work is conducted within a completely enclosed structure.
Retreading and recapping of tires.
Service stations.
Sign painters.
Taxidermy shops.
Tree surgeons.
Volume sales outlets, such as furniture, appliances and carpeting.
Warehousing, ancillary to another primary use (see Redlands Municipal Code Chapter 18.156, Article XII).
Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.
Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title.
Wholesaling."

SECTION 5. Redlands Municipal Code Section 18.108.050, entitled "Conditional Uses" for the Light Industrial (M-1) District, is hereby amended to read as follows:

"The following uses may be permitted in the M-1 zone subject to approval of a conditional use permit:

Animal and pet hospitals, kennels and animal pounds.
Automobile wash, mechanical or self-service.
Building materials storage yards.
Business, technical, trade or professional schools.
Commercial recreation such as bowling lanes and skating rinks.
Contractors' storage yards.
Equipment rentals.
Feed and fuel yards.
Motels.
Outdoor vehicle storage and holding lot, with no dismantling or wrecking permitted.
Restaurants."

SECTION 6. Redlands Municipal Code Section 18.112.030, entitled "Permitted and Accessory Uses" for the Industrial (I-P) District, is hereby amended to read as follows:

"18.112.030: PERMITTED AND ACCESSORY USES:

Principal permitted uses in the I-P zone include:

A. Accessory uses:

Commercial sales and service incidental to a principal permitted use.

Employee recreational facilities and play areas.

One dwelling unit on the same parcel of land as a permitted use needing continual supervision, to be occupied exclusively by a superintendent or a caretaker and his family.

Storage buildings incidental to a permitted use.

Other accessory uses and buildings customarily appurtenant to a permitted use.

B. Manufacturing:

Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines.

Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines.

Manufacture of chemicals and chemical products, except those requiring a conditional use permit.

Manufacture of food products, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils and yeast; but not including fish or meat products.

Manufacturing and processing of the following, conducted in an enclosed building, except that any outdoor manufacturing or processing operation in this group of uses shall be subject to approval of a conditional use permit:

Abrasives.

Aircraft and aircraft accessories.

Aluminum products.

Asbestos.

Automobiles, trucks and trailers.

Automotive accessories and parts.

Boats.

Candles.

Canvas.

Carpets and rugs.

Cellophane.

Cloth.

Composition wallboard.

Cork.

Felt.

Fiber.

Fur.

Glass, but excluding blast furnaces.

Glazed tile.

Hemp products.

Ink.

Jute products.

Leather.

Linter.

Metal foil.

Metal products.

Missiles and missile components, excluding explosive fuels.

Motors and generators.

Paper.

Plastics.

Porcelain products.

Pulp goods.

Putty.

Railroad equipment.

Rubber products.

Sisal products.

Starch and dextrine.

Structural steel products.

Textiles.

Tile.

Wire and wire products.

Yarns.

Metal fabricating, heat treating, pickling and stamping.

Transit and transportation terminals, repair and storage facilities.

C. Services:

Blueprinting, photocopying and film processing.

Business and research offices related to the administration and operation of the permitted industrial uses.

Electrical distribution substations, electrical transmission substations, public utility service yards and steam electric generating stations.

Laboratories.

Lumberyards.

Newspaper publishing.

Off street parking.

Offices, business and professional.

Petroleum bulk plants.

Printing, lithographing, publishing.

Public buildings.

Public utility offices.

Radio and television broadcasting.

Restaurants operated for employees on the premises.

Trade union halls.

Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title.

Warehousing, ancillary to another primary use (see Redlands Municipal Code Chapter 18.156, Article XII).

Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.

Wholesaling."

SECTION 7. Redlands Municipal Code Section 18.112.050, entitled "Conditional Uses" for the Industrial (I-P) District, is hereby amended to read as follows:

"The following uses may be permitted subject to approval of a conditional use permit:

A. Heliports.

B. Manufacturing of:

Acetylene.
Ammonia.
Aniline dyes.
Bleaching powder.
Breweries, distilleries and wineries.
Bronze, babbitt metal and similar alloys.
Carbide.
Carbolic, hydrochloric, picric and sulfuric acid.
Caustic soda.
Cellulose and celluloid.
Chlorine.
Coal, coke or coal tar products.
Exterminating agents.
Film.
Gas.
Lacquer, shellac, turpentine, varnish or calcimine (Kalsomine).
Linoleum or oilcloth.
Matches.
Nitrating of cotton and other materials.
Phenol.
Potash.
Pyroxylin.
Rubber (natural or synthetic).
Soap, tallow, grease and lard.
Radio transmitter towers higher than fifty feet (50') above ground level.

C. Storage of:

Oil or gas in amounts of two thousand five hundred (2,500) barrels or more.
Oil or gas within three hundred feet (300') of any residential zone, school or park.
Recreational vehicles and boats.

D. Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002 (or the property has a valid conditional use permit approved prior to the effective date of Ordinance No. 3002). Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title."

SECTION 8. Redlands Municipal Code Section 18.116.030, entitled "Permitted Uses" General Industrial (M-2) District, is hereby amended to read as follows:

"18.116.030: PERMITTED USES:

Principal permitted uses in the M-2 zone include:

A. Uses permitted in the M-1 industrial zone.

B. Contractors' yards and shops, including building, masonry, painting, concrete, electrical, plumbing, refrigeration, roofing, heating and air conditioning.

C. Electrical distribution substations, electrical transmission substations, nonnuclear electric generating stations, and public utility buildings, office, and service yards, and steam electric generating stations.

D. Food products manufacture, including such processes as cooking, roasting, refining and extraction involved in the preparation of such products as cereal, chocolate, cider, coffee, glucose, rice, flour, feed and grain, vegetable oils and yeast; but not including fish or meat products.

E. Lumberyards, lumber processing and woodworking, including planing mills, plywood, veneering, wood preserving and laminating.

F. Machine tool manufacture, including metal lathes, presses and stamping machines, and woodworking machines.

G. Machinery manufacture, including electrical, agricultural, construction, mining, air conditioning equipment, dishwashers, dryers, furnaces, heaters, stoves and washing machines.

H. Manufacture of chemicals and chemical products, except those requiring a conditional use permit.

I. Manufacture, storage, reconditioning and exchange of such items as cans, containers, boxes, barrels, bottles and bags.

J. Manufacturing and processing of the following, conducted in an enclosed building, except that any outdoor manufacturing or processing operation in this group of uses shall be subject to approval of a conditional use permit:

Abrasives.
Aircraft and aircraft accessories.
Aluminum products.
Asbestos.
Automobiles, trucks and trailers.
Automotive accessories and parts.
Boats.
Bricks.
Burial vaults and caskets.
Candles.
Canvas.
Carpets and rugs.
Cement products.
Chalk.
Clay pipe and clay products.
Composition wallboard.
Glass, but excluding blast furnaces.
Glazed tile.
Graphite and graphite products.
Hemp products.
Ink.
Jute products.
Linter.
Metal foil.
Metal products.
Missiles and missile components, excluding explosive fuels.
Motors and generators.
Paraffin products.
Plastics.
Porcelain products.
Pulp goods.
Pumice.
Putty.
Railroad equipment.
Rubber products.
Sand and lime products.
Sisal products.
Starch and dextrine.
Steel products.
Stone products.

Structural steel products.
Tile.
Wire and wire products.

K. Metal fabricating, heat treating, pickling and stamping.

L. Storage facilities, except those requiring a conditional use permit.

M. Warehousing, ancillary to another primary use (see Redlands Municipal Code Chapter 18.156, Article XII).

N. Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors.

O. Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002 (or the property has a valid land use entitlement approved prior to the effective date of Ordinance No. 3002). Such warehouse facilities shall be subject to the rebuild provisions contained in Section 18.156.970 of this title."

SECTION 9. Redlands Municipal Code Section 18.116.050, entitled "Conditional Uses" General Industrial (M-2) District, is hereby amended to read as follows:

"In the M-2 zone, the following uses may be permitted subject to approval of a conditional use permit:

A. Airports, heliports and landing strips.

B. Animal, food or beverage processing of the following kinds:

Breweries, distilleries and wineries.
Meat or fish products packing, canning or processing.
Vinegar, yeast and sauerkraut.

C. Asphalt, concrete and earth products activities of the following kinds:

Asphalt batching plants.
Concrete mixing and batching plants.
Rock crushing plants and aggregate dryers.
Sandblasting plants.
Butane service and filling stations.

D. Commercial and service type uses which the commission, after study and deliberation, finds are needed to serve the M-2 district, and which will not interfere with the orderly development of the industrial area, and which will be compatible with industrial uses.

E. Distilling of:

Alcohol.
Bones.
Coal.
Coal tar.
Coke.
Wood.
Heavy metal works of the following kinds:
Blast furnaces.
Boiler works.
Drop forge industries.
Drop hammers.
Forges, foundries and forging works.
Metal and metal ore reduction or smelting.
Rolling mills.

F. Manufacturing of:

Acetylene.
Ammonia.
Aniline dyes.
Asphalt or asphalt products.
Bleaching powder.
Bronze, babbitt metal and similar alloys.
Carbide.
Carbolic, hydrochloric, picric and sulfuric acid.
Caustic soda.
Cellophane.
Cellulose and celluloid.
Cement, lime, gypsum or plaster of Paris.
Charcoal, lampblack or fuel briquettes.
Chlorine.
Coal, coke or coal tar products.
Creosote.
Exterminating agents.
Fertilizer.
Film.
Gas.
Lacquer, shellac, turpentine, varnish or calcimine (kalsomine).
Linoleum or oilcloth.
Matches.
Nitrating of cotton and other materials.
Phenol.
Potash.
Pyroxylin.
Rubber (natural or synthetic).
Soap, tallow, grease and lard.
Radio transmitter towers, higher than fifty feet (50') above ground level.

G. Refining of:

Fats and oils.
Metals and metal ores.
Petroleum and petroleum products.
Sugar.
Salvage, wrecking and disposal activities of the following kind:
Automobile wrecking and salvage.
Building wrecking and salvage.
Dumps, including garbage and trash disposal.
Industrial waste material salvage, waste metal, rag, clothing, glass and paper salvage operations.
Sewer farm or sewage disposal plants.

H. Storage of:

Automobiles and other vehicles purchased for wrecking operations.
Fertilizer or manure.
House movers' equipment and buildings moved from other locations.
Oil or gas in amounts of two thousand five hundred (2,500) barrels or more.
Oil or gas within three hundred feet (300') of any residential zone, school or park.
Sand, gravel, rock or decomposed granite in amounts of two thousand (2,000) tons or more.
Used building materials or secondhand buildings."

SECTION 10. Chapter 18.156 of the Redlands Municipal Code, entitled "Development Provisions for Specific Uses," Article XII entitled "Warehouses and Logistics Distribution Centers," is hereby amended as follows:

"ARTICLE XII. Warehouses and Logistics Distribution Centers

18.156.900: DEFINITIONS:

ALTERATION:	Any construction or renovation to an existing structure other than repair or addition. A change, addition or modification in construction, change in occupancy or use, or structural repair to an existing building or facility. Alterations include, but are not limited to, remodeling, renovation, rehabilitation, reconstruction, historic restoration, resurfacing of interior circulation paths or vehicular ways, changes or rearrangement of the structural parts or elements, and changes or rearrangement in the plan configuration of walls and full-height partitions. Normal maintenance, reroofing, painting or wallpapering, or changes to mechanical and electrical systems are not alterations unless they affect the usability of the building or facility.
REPAIR:	*Repair* has the same meaning as defined in the California Building Code (Chapter 2, as amended, California Building Code).

WAREHOUSE:	Warehouse/distribution facilities primarily used for the storage and/or consolidation of manufactured goods before their distribution to retail locations or other warehouses. Warehouse/distribution centers are fifty thousand (50,000) square-feet or more in gross floor area or contain six (6) or more truck docks or dock high loading doors. They are characterized by dock high loading doors and could be on opposing sides of the building (cross dock facility); may include grade-level loading doors; interior clear heights a minimum of 28 to 36 feet to ceiling for the warehousing floor area; significant movement and storage of products, materials, or equipment; may include receiving, sorting, re-packaging, and/or re-distribution; truck activities frequently outside of the peak hour of the adjacent street system; and need freeway access. This definition excludes facilities owned and operated by a government agency or any public or private utilities. Warehousing and distribution facilities include, but are not limited to, the following types of uses: A. Warehousing distribution/high cube distribution centers. B. Parcel delivery terminals or truck terminals. C. Parcel sorting and distribution facilities. D. Package allocation for delivery drivers or independent delivery contractors. E. Parcel hub or high cube fulfillment center. F. Freight yards or forwarding terminals. G. Moving agencies. H. Shipping/receiving yards.
WAREHOUSING, ANCILLARY:	The use of a portion of a building for the related storage of goods of any type by one or two businesses and used for the sale or distribution of those goods directly to their customers. A manufacturing, assembly, service commercial, or other type of commercial or industrial use (i.e., primary use) manufactures and/or stores and distributes the goods or components that are produced or contained on-site, and therefore includes the related storage of those goods or items. Ancillary storage or warehousing is subordinate and incidental to the primary land use (e.g., manufacturing, assembly, service commercial, or other type of primary commercial or industrial use). Ancillary storage or warehousing may include ground level loading doors on one or more sides of the building, or not more than five (5) dock high loading doors on one side of the building only.

18.156.910: APPLICABILITY:

The provisions of this section shall apply to the following types of development projects:

A. New warehouse development projects that meet one of the following criteria (note: excludes government agency facilities and public or private utility facilities).

1) Gross floor area of fifty thousand (50,000) square-feet or more; or,
2) A structure with six (6) or more truck docks or dock high loading doors (does not include grade-level loading doors or loading spaces).

B. Required Compliance. No new warehouse development project shall be constructed, no redevelopment or reconstruction of a property for warehouse use, and no existing warehouse shall be moved, altered, or enlarged, except in accordance with the applicable development standards of this Article and/or applicable State law. If any provisions of this article conflict or are inconsistent with applicable State law, then State law shall prevail.

C. A property with a valid unexpired land use entitlement for a new warehouse or logistics distribution facility that has not yet been constructed or established as of the effective date of Ordinance No. 3002 shall have the same land use rights as if the structure had been existing on the effective date of Ordinance No. 3002.

18.156.920: SITE LOCATION REQUIREMENT:

A. No warehouses shall be located on a project site more than one mile (5,280 feet) from a freeway entrance/exit ramp to the Interstate Freeway System (Interstate 10 and Interstate 210). For purposes of this requirement, the linear distance shall be measured as a radius from a freeway ramp to any part of the subject property.

B. Assemblage of Parcels Prohibited: No warehouse development project, or redevelopment or reconstruction of a property for warehouse use, may assemble or merge additional properties for the purpose of developing, enlarging, expanding, or intensifying the use of an existing warehouse or logistics distribution facility.

18.156.930: SCREENING AND BUFFERING REQUIREMENTS:

A. Warehouse developments shall provide a solid decorative wall(s) of at least ten feet (10') in height when abutting any of the following land uses: any residence including private homes, condominiums, apartments, and living quarters; schools and preschools; daycare centers and in-home daycares; hospitals; long-term care facilities; retirement and nursing homes; community centers; places of worship; parks (excluding trails); and dormitories. The exterior treatment of the wall(s) shall be decorative or painted.

B. Unless physically impossible, loading docks and truck entries shall be oriented away from abutting sensitive receptors. To the greatest extent feasible, loading docks, truck entries, and truck drive aisles shall be located away from nearby sensitive receptors. In making feasibility decisions, the City must comply with existing laws and regulations and balance public safety and the site development's

potential impacts to nearby sensitive receptors. Therefore, loading docks, truck entries, and drive aisles may be located nearby sensitive receptors at the discretion of the Planning Commission, but any such site design shall include measures designed to minimize overall impacts to nearby sensitive receptors.

C. Trees shall be used as part of the solid screen buffering treatment for any adjacent residential properties or properties with sensitive receptors. Trees used for this purpose shall be evergreen, drought-tolerant, minimum 36-inch box size, and shall be spaced no greater than 40-feet on center. Palm trees shall not be used for screening purposes. The property owner and any successors in interest shall maintain these trees for the duration of ownership ensuring any unhealthy or dead trees are replaced timely as needed.

D. Trees shall be installed in automobile (passenger vehicle) parking areas to provide at least thirty five percent (35%) shade cover of parking areas within fifteen (15) years. This requirement is in addition to the applicable standard design requirements for parking lot landscape and related improvements. Trees shall be planted that are capable of implementing this requirement.

18.156.940: TRAFFIC PATTERNS AND SIGN REQUIREMENTS:

A. Applicants for entitlements shall prepare and submit a Truck Routing Plan demonstrating the most direct route(s) to and from the Interstate Freeway System based on the city's latest Truck Route Map. Routes to or from freeway ramps shall not pass through any residential zones or districts.

B. A traffic impact assessment (TIA) report shall be prepared to evaluate a proposed warehouse project's compliance with the City's Measure U traffic system requirements, and shall include an evaluation of the City's streets and Truck Routes that provide vehicular access to the Interstate Freeway System, including, but not limited to: existing right-of-way width; roadway capacity to handle the proposed quantity of truck trips to be generated by the proposed use (including any road widening that may be necessary); roadway design and improvements to handle the weight and frequency of proposed truck trips; intersection operations to freeway ramps and level of service analysis to include the proposed truck trips; truck turn radii at intersections; and other operational elements of the City's street network to serve the proposed use. The TIA may be prepared by a qualified consultant selected and directed by the City (and all consultant costs to be reimbursed by the applicant), or by a qualified traffic consultant selected by the applicant (and all work subject to the direction, review, and approval by the City).

C. Entry gates into the loading dock/truck court area with more than 20 loading docks shall be positioned after a minimum of 140 feet of total available stacking depth inside the property line (or alternatively, if 140 feet of depth is not feasible due to site constraints, then provide 70 feet of available stacking depth for two trucks side-by-side as an alternative design). The stacking distance shall be increased by 70 feet for every 20 loading docks beyond 50 docks. Queuing, or

circling of vehicles, on public streets immediately pre- or post-entry to an industrial commerce facility is strictly prohibited unless queuing occurs in a deceleration lane or right turn lane exclusively serving the facility.

D. Prior to entitlement approval, applicants shall submit to the City, and obtain approval of, all turning templates to verify adequate truck turning movements at entrance and exit driveways as well as street intersections adjacent to industrial buildings. Unless not physically possible, truck entries shall be located on Collector streets or streets of a higher commercial classification, and vehicle entries shall be designed to prevent truck access on streets that are not Collector Streets (or streets of a higher commercial classification), including but not limited to by limiting the width of vehicle entries.

E. Anti-idling signs indicating a five (5) minute restriction on engine idling for diesel trucks shall be posted at warehouses and industrial commerce facilities along entrances to the site and within the dock areas and shall be strictly enforced by the facility operator (13 CCR § 2480).

F. Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan to be routed to the Interstate Freeway System.

G. Signs and drive aisle pavement markings shall clearly identify the onsite circulation pattern to minimize unnecessary on-site vehicular travel.

H. Facility operators shall post signs in prominent locations inside and outside of the building indicating that off-site parking for any Medium Heavy-Duty trucks, Heavy Heavy-Duty trucks, truck trailers or cabs, and other operations-related vehicles is strictly prohibited. City may require facility operator to post signs on adjacent and nearby surface or residential streets indicating that off-site truck parking is prohibited by City ordinance.

I. All signs under this Section shall be legible, durable, and weather-proof.

18.156.950: SUSTAINABLE ENERGY:

A. A minimum of ninety percent (90%) of the on-site motorized operational equipment shall be zero emission (ZE).

B. All warehouse building roofs shall install photovoltaic (PV) solar collector system or other form of on-site renewable energy, provided such renewable energy source is recognized by the State of California as a renewable resource under the Renewable Portfolio Standard Program. The renewable energy system shall be metered separately from the nonrenewable metered power usage of the building (if not in conflict with other applicable regulations). The renewable energy system shall be built to generate an amount of electricity sufficient to meet the following

criteria:

1. Annualized building demand based on the approved use or, if no use is proposed, then the demand for the most energy intensive use that could occupy the building; and

2. Annualized demand required to charge fully electric vehicles and trucks, assuming that all vehicles and trucks to the site are fully electric; and

3. A reasonable rate of efficiency loss over ten years.

Note: Electricity demand that exceeds the generation capacity of the on-site renewable energy system may be obtained from off-site energy sources or suppliers.

C. The warehouse building's rooftop that is not covered with solar panels or other utilities shall be constructed with light colored roofing material with a solar reflective index (SRI) in accordance with current California Energy Code regulations. This material shall be the minimum solar reflective rating of the roof material for the life of the building.

D. The on-site passenger vehicle parking shall include electric vehicle (EV) ready parking spaces in accordance with current requirements of the California Building Code, and at least fifty percent (50%) of the required EV parking spaces shall be equipped with working Level 2 Quick Charge EV charging stations installed and operational, prior to building occupancy. Signage shall be installed indicating EV charging stations and specifying that spaces are reserved for clean air/EV vehicles. Unless superior technology is developed that would replace the EV charging units, facility operator and any successors in interest shall be responsible for maintaining the EV charging stations in working order for the life of the facility.

E. Unless the owner of the facility records a covenant on the title of the underlying property ensuring that the property cannot be used to provide chilled, cooled, or freezer warehouse space, a conduit shall be installed during construction of the building shell from the electrical room to all (100%) of the loading dock doors that have potential to serve the refrigerated space. When tenant improvement building permits are issued for any refrigerated warehouse space, electric plug-in units shall be installed at every dock door servicing the refrigerated space to allow transport refrigeration units (TRUs) to plug in. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks.

18.156.960: OPERATION AND CONSTRUCTION:

A. Cool surface treatments shall be added to all drive aisles and parking areas, or such areas shall be constructed with a solar-reflective cool pavement such as concrete. Solar collectors may be installed on support structures that provide shade over parking areas to achieve minimum requirements.

B. To ensure that warehouse electrical rooms are sufficiently sized to accommodate the potential need for additional electrical panels, either a secondary electrical room shall be provided in the building, or the primary electrical room shall be sized twenty-five percent (25%) larger than is required to satisfy the service requirements of the building or the electrical gear shall be installed with the initial construction with 25% excess demand capacity.

C. All exterior light fixtures (including but not limited to parking lot lighting, wall fixtures, roof fixtures, light poles, etc.) visible from public right-of-way or abutting properties shall have shielding affixed to contain illumination within the subject property and prevent light trespass and glare overspill.

D. The facility operator shall be required to perform regular maintenance of building structures, landscaping, and paved surfaces to ensure good physical condition and appearance.

E. For any sites with warehouses that are abutting or adjacent to any residential properties or properties containing sensitive receptors, any outdoor storage of materials, high-pile storage, or any other manner of storage or staging shall not exceed the height of the perimeter wall.

F. Additional operating conditions may be enacted for an individual Warehouse project pursuant to a Conditional Use Permit (Redlands Municipal Code Chapter 18.192) for the purpose of avoiding or reducing potential off-site nuisance effects of the warehouse facility (including but not limited to traffic, parking, noise, vibration, air quality emissions, etc.) on nearby sensitive receptors or residential districts, or to protect the public health, safety, or general welfare."

SECTION 11. Redlands Municipal Code Chapter 18.156, Article XII entitled "Warehouses and Logistics Distribution Centers," is hereby amended to add Section 18.156.970 as follows:

"18.156.970: REBUILDING PROVISIONS FOR EXISTING WAREHOUSES AND LOGISTICS DISTRIBUTION CENTERS:

A. For warehouses and logistics distribution facilities existing as of the effective date of Ordinance No. 3002, the criteria for alterations or repairs to the existing structure or property are as follows:

1. Ordinary repair and maintenance may be performed on a structure or property subject to the provisions of this article, and in accordance with applicable law (e.g., California Building Code, California Fire Code, etc.).

2. Improvements to the existing structure including technology upgrades (e.g., seismic strengthening, energy use efficiency, PV solar or re-roof, water use efficiency, reductions to greenhouse gas emissions, hazardous materials remediation, etc.) may be installed on a structure or property subject to the provisions of this article, and in

accordance with applicable laws (e.g., California Building Code, California Fire Code, etc.).

3. Warehouses and logistics distribution facility buildings may be voluntarily rebuilt, reconstructed, or otherwise altered, subject to the provisions of this article, and in accordance with applicable laws (e.g., California Building Code, California Fire Code, etc.).

4. If the warehouse or logistics distribution facility building is involuntarily damaged or destroyed by natural disasters (i.e., fire, flood, earthquake or other calamity or acts of God), the entirety of the structure may be rebuilt subject to the provisions of this article, and in accordance with applicable laws (e.g., California Building Code, California Fire Code, etc.).

B. Existing warehouses and logistics distribution facilities (existing as of the effective date of Ordinance No. 3002) may be rebuilt to the previously existing square-footage (building footprint), previously existing height, and previously existing number of truck docks if the subject property meets the following criteria:

1. The warehouse or logistics distribution use was legally established prior to the effective date of Ordinance No. 3002; or if not yet established, the subject property had a valid land use entitlement issued prior to the effective date of Ordinance No. 3002.

2. The Development Services Director has determined the existing business to be a permitted or conditionally permitted use.

3. An applicable building permit(s) shall be obtained for reconstruction, if required.

4. A change in ownership or tenancy without any change in use or occupancy shall not affect any of the rebuilding rights, privileges, and responsibilities provided pursuant to this section.

5. It shall be the property owner's responsibility to provide evidence or information to justify the establishment of rebuilding rights.

C. Existing warehouses and logistics distribution facilities (existing as of the effective date of Ordinance No. 3002) may be altered and request an increase to the building height pursuant to the following criteria:

1. Building height may be increased up to 15% (and overall building height not to exceed the maximum height allowable within the applicable land use district) to incorporate technology upgrades, energy efficiency improvements, or other justifiable economic or environmental reasons; and/or may increase the number of previously existing truck dock positions; provided the structure meets the criteria listed below.

a. The subject property meets all applicable criteria in Section 18.156.970(B).

b. The subject property obtains a Conditional Use Permit issued pursuant to Chapter 18.192 of this title.

c. Construction or redevelopment of a building involving additional height shall include the feasible provisions of Section 18.156.930 through 18.156.960 of this article, as determined by the Planning Commission (the location requirements of Section 18.156.920(A) shall not apply). For purposes of this article, "feasible" has the same meaning as California Code of Regulations Title 14, § 15364.

d. Complete an environmental review process, if applicable, in accordance with the California Environmental Quality Act for a proposed project that will increase building height, increase the number of truck docks, or change non-refrigerated space to refrigerated space.

e. The commission may require one or more of the following in instances where the proposed redevelopment, reconstruction, or alteration appears to create impacts to traffic, landscaping, or economic feasibility:

i. Circulation studies, prepared by a traffic engineer, showing the movement of vehicular and truck traffic to and from the subject property, and to and from existing thoroughfares. Special engineering features and/or traffic regulation devices needed to facilitate or ensure safety of circulation may be required;

ii. A landscaping and tree planting plan, prepared by a landscape architect;

iii. An economic feasibility report or market analysis, prepared by a qualified economist, justifying the need to increase the building height and/or increase the number of truck docks."

SECTION 12. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 13. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by law.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Ordinance was duly adopted by the City Council at the regular meeting thereof, held on the 16th day of June, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8793

A RESOLUTION OF THE CITY OF REDLANDS AMENDING NON-RESIDENTIAL SPECIFIC PLANS AND CONCEPT PLANS TO PROHIBIT NEW WAREHOUSES AND LOGISTICS DISTRIBUTION USES, AS DEFINED, IN ALL COMMERCIAL AND INDUSTRIAL DISTRICTS OF SPECIFIC PLANS, WHILE ALLOWING FOR EXISTING WAREHOUSES AND LOGISTICS DISTRIBUTION USES TO REMAIN AS PERMITTED OR CONDITIONALLY PERMITTED USES SUBJECT TO NEW REBUILD PROVISIONS CONTAINED IN REDLANDS MUNICIPAL CODE TITLE 18.

WHEREAS, the City Council of the City of Redlands has initiated Ordinance Text Amendment No. 372, in accordance with Chapter 18.204 (Amendments) of the Redlands Municipal Code, as the public necessity, convenience, or general welfare justifies such action; and

WHEREAS, over the past twenty years, Redlands has experienced the construction of numerous large warehouses and logistics distribution facilities in and around the City of Redlands including the unincorporated County jurisdiction located in northwest Redlands; and

WHEREAS, on September 29, 2024, the Governor of the State of California signed Assembly Bill (AB) 98 to add Section 65302.02 to, and to add Chapter 2.8 (commencing with Section 65098) to Division 1 of Title 7 of, the Government Code, and to add Sections 40458.5 and 40522.7 to the Health and Safety Code, relating to land use, and the "Warehouse Concentration Region" defined therein includes the City of Redlands among other nearby cities and counties; and

WHEREAS, two major transportation corridors (Interstate 10 and Interstate/S.R. 210 freeways) serve the Southern California region and are gateways to the Interstate Highway System, and both freeways pass through the City of Redlands, which contributes to a significant quantity of heavy-truck and other vehicular traffic to pass through the City to reach destinations located outside the City of Redlands as well as within the unincorporated "donut hole" area; and

WHEREAS, heavy-truck traffic that serves several million square feet of warehousing and logistics distribution uses located within the unincorporated County island area (surrounded by the City of Redlands) must pass through the City and utilize City streets on a daily basis at all hours of the day and night; and

WHEREAS, the residents and visitors of the City of Redlands may experience exposure to environmental effects (such as numbers of truck trips, vehicle miles traveled, greenhouse gas emissions affecting air quality, vehicular noise, etc.) and other externalities from such warehousing and logistics distribution uses; and

WHEREAS, in accordance with Government Code § 65854 and/or § 65090, on or about March 24, 2026, the Secretary to the Planning Commission gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance Text Amendment No. 372 would be considered by the Planning Commission; and

WHEREAS, on April 14, 2026, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372 and related Specific Plan Amendments; and

WHEREAS, in accordance with Government Code § 65854 and/or § 65090, on or about April 21, 2026, the Secretary to the Planning Commission gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which Ordinance Text Amendment No. 372 would be considered by the Planning Commission; and

WHEREAS, on May 12, 2026, the Planning Commission held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, Ordinance Text Amendment No. 372 and related Specific Plan Amendments; and

WHEREAS, following the public hearing on May 12, 2026, the Planning Commission determined that Ordinance Text Amendment No. 372 would be in conformity with the 2035 General Plan, and would be consistent with goals of the General Plan for transportation, connectivity, compatibility and harmonious relationship of different land uses; and

WHEREAS, on May 12, 2026, the Planning Commission recommended to the City Council that the proposed Specific Plan Amendment(s) be approved; and

WHEREAS, this Resolution is exempt from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines; and

WHEREAS, in accordance with Government Code § 65854 and/or § 65090, the City Clerk gave notice by publication in a newspaper of general circulation of the holding of a public hearing at which the proposed Resolution would be considered by City Council; and

WHEREAS, on June 16, 2026, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the proposed Specific Plan Amendments and continued the public hearing; and

WHEREAS, on September 1, 2026, the City Council held a noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to, the proposed Specific Plan Amendments.

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

SECTION 1. Environmental Determination. The proposed Specific Plan Amendments do not require environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines. Pursuant to Section 15378(b)(5) of the California Environmental Quality Act ("CEQA"), this proposal is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment, and therefore not a project. Additionally, pursuant to CEQA Guidelines Section 15061(b)(3), this proposal is exempt from CEQA review because there is no

possibility that the specific plan amendment(s) may have a significant effect on the environment, insofar as it would amend the lists of permitted land uses in the City of Redlands. Furthermore, even if the proposal is considered a project, the proposed specific plan amendment(s) is categorically exempt under CEQA Guidelines Section 15308, because it is clear that it will not create an environmental impact and the action will assure the maintenance, enhancement, or protection of the environment through the adoption of regulations prohibiting new large warehouses and logistics distribution facilities. Accordingly, no further environmental review is necessary.

SECTION 2. Concept Plan No. 1 (CP-1), Section III entitled "Development Standards," subsection 'B' entitled "Commercial Industrial District," Part 1 entitled "Permitted Uses" thereof, is hereby amended as follows:

"g. Other uses typically associated with light manufacturing within enclosed buildings, including but not limited to the following:

- Business, technical, trade or professional schools
- Clubs, lodges and similar organizations
- Government buildings
- Warehouses, not to exceed 50,000 square feet in any single building
- Wholesale trade of most consumer items including drugs, dry goods, apparel, groceries, building materials and paper products.
- Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouses or logistics distribution facilities shall be subject to the applicable provisions contained in Chapter 18.156, Article XII, of the Redlands Municipal Code."

SECTION 3. Concept Plan No. 1 (CP-1), Section III entitled "Development Standards," subsection 'B' entitled "Commercial Industrial District," Part 2 entitled "Conditionally Permitted Uses" thereof, is hereby amended as follows:

"d. Large Warehouse-Distribution Buildings.
Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouses or logistics distribution facilities shall be subject to the applicable provisions contained in Chapter 18.156, Article XII, of the Redlands Municipal Code."

SECTION 4. Concept Plan No. 2 (CP-2), Section 3.2 entitled "Regional Industrial District," subsection 'A' entitled "Permitted Uses," Part 3 thereof is hereby amended as follows:

"3. Wholesale trade:

Wholesale trade of durable and non-durable goods to commercial, industrial and professional business uses, including motor vehicles, sporting goods, electrical appliances, hardware, machinery and equipment for industry, construction, professional and service establishments.

Warehouses and logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, legally established prior to the effective date of Ordinance No. 3002. Such warehouses or logistics distribution facilities shall be subject to the applicable provisions contained in Chapter 18.156, Article XII, of the Redlands Municipal Code."

SECTION 5. Specific Plan No. 40 (East Valley Corridor Specific Plan), Chapter 9 titled "Commercial Industrial District," Section EV3.0910 (Permitted Land Uses), part 7, is hereby amended as follows:

"(7) Other uses typically associated with light manufacturing within enclosed buildings, including but not limited to the following:

- Business, technical, trade, or professional schools
- Clubs, lodges, and similar organizations
- Government buildings
- Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, that were legally established prior to the effective date of Ordinance No. 3002 (or the property has a valid land use entitlement approved prior to the effective date of Ordinance No. 3002). Such warehouses or logistics distribution facilities shall be subject to the applicable provisions contained in Chapter 18.156, Article XII, of the Redlands Municipal Code.
- Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors (see Chapter 18.156, Article XII, of Redlands Municipal Code Title 18).
- Warehousing, ancillary to another primary use (see Chapter 18.156, Article XII, of Redlands Municipal Code Title 18).
- Wholesale trade of most consumer items, including motor vehicles, drugs, dry goods, apparel, groceries, building materials and paper products."

SECTION 6. Specific Plan No. 40 (East Valley Corridor Specific Plan), Chapter 10 titled "Regional Industrial," Section EV3.1010 (Permitted Land Uses), part 4, is hereby amended as follows:

"(4) Wholesale Trade, such as:

- Warehouses or logistics distribution with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, that were legally established prior to the effective date of Ordinance No. 3002. Such warehouses or logistics distribution facilities shall be subject to the applicable provisions contained in Chapter 18.156, Article XII, of the Redlands Municipal Code.

- Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors (see Chapter 18.156, Article XII, of Redlands Municipal Code Title 18).

- Wholesale trade of durable and non-durable goods to commercial, industrial and professional uses, including motor vehicles, sporting goods, electrical appliances, hardware, machinery and equipment for industry, construction, professional and service establishments."

SECTION 7. Specific Plan No. 25 (East Valley Complex), Section 3 titled "Property Development Standards," subsection (B) titled "Office/Industrial," part 3 (Uses Prohibited) is hereby amended as follows:

"Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, are not permitted."

SECTION 8. Specific Plan No. 32 (Redlands Aviation Park), Section 3 titled "Property Development Standards," subsection (B) titled "Office/Industrial District," part 2 titled "Permitted Uses," subsection (c) is hereby amended as follows:

"Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, are not permitted."

SECTION 9. Specific Plan No. 33 (Centennial Commerce Park), Section 3 titled "Development Standards," subsection (B) titled "Office/Industrial," part 2 titled "Permitted Uses," subsection (c) is hereby amended as follows:

"Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, are not permitted."

SECTION 10. Specific Plan No. 42 (Redlands Research Park), Section 3 titled "Development Standards," subsection (A) titled "Office/Industrial Land Use," part 1 (Permitted Uses), is hereby amended as follows:

"1. Permitted Uses - No building, structure or land shall be used, and no building or structure shall be hereafter erected, structurally altered or enlarged except for the following purposes:

a. Offices, including but not limited to:

Accounting, auditing, and bookkeeping services
Administrative headquarters
Architectural, planning andengineering offices
Business associations
Corporate headquarters
Banks and finance companies
Insurance offices
Law offices
Real estate offices
Such other office uses as deemed similar to the above.

b. Research and development, including but not limited to:

Biochemical and Chemical
Metallurgical Pharmaceutical
Medical and dental
Film and photographic
Electrical and Mechanical
Optical

c. Manufacturing, including but not limited to:

Establishments primarily engaged in manufacturing the following products:

Apparel, drapery, upholstery,millinery, and related cloth and clothing
Furniture and fixtures, including office furniture, store fixtures, blinds and shades, and shelving
Paper products, including envelopes, bags, wallpaper, containers, pressed and molded pulp goods
Publishing, including newspapers, business forms, typesetting, photoengraving, bookbinding, and printing
Fabricated plastic products
Fabricated metal products
Professional and scientific goods, including measuring instruments, clocks and watches, optical goods, surgical and medical instruments, photographic equipment, engineering, computers, and similar equipment and

supplies

Miscellaneous manufactured goods, including jewelry, lapidary, precious metals, toys, sporting goods, musical instruments, and similar goods.

Warehouse and distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, that were legally established prior to the effective date of Ordinance No. 3002. Such warehouses or logistics distribution facilities shall be subject to the applicable provisions contained in Chapter 18.156, Article XII, of the Redlands Municipal Code.

Warehousing, in buildings with less than 50,000 square-feet in gross floor area, and not more than five truck docks or dock high loading doors."

SECTION 11. The adopted Planned Development entitlements within the City of Redlands are hereby amended to prohibit the development or establishment of new warehouses and logistics distribution centers, as defined in Article XII of Chapter 18.156 of the Redlands Municipal Code, while allowing existing warehouses to remain as permitted or conditionally permitted uses within their respective Planned Development (PD) entitlements:

"Warehouses or logistics distribution centers with 50,000 square-feet in gross floor area or more, or having more than five truck docks or dock high loading doors, that were legally established prior to the effective date of Ordinance No. 3002. Such warehouses or logistics distribution facilities shall be subject to the applicable provisions contained in Chapter 18.156, Article XII, of the Redlands Municipal Code."

The applicable Planned Development entitlements are the following:

a. Planned Development No. 1 (PD 1);
b. Planned Development No. 3 (PD 3);
c. Planned Development No. 4 (PD 4);
d. Planned Development No. 7 (PD 7).

SECTION 12. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this resolution for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution. The City Council hereby declares that it would have adopted this resolution, each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 13. Effective Date. This Resolution shall become effective on the effective date of Ordinance No. 3002.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing Resolution was duly adopted by the City Council at the regular meeting thereof, held on the 1st day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. L1.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Sole Source Agreement with the Redlands Historical Museum Association and MPQA, LLC for Museum of Redlands Store and Event Pavilion Operations and Coordination Services, approval of an Additional Appropriation, and determination that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines (Assistant City Manager Garcia)

MOTION:

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

1. I move to approve the single/sole source procurement of services from and Agreement with the Redlands Historical Museum Association and MPQA, LLC for Museum of Redlands Store and Event Pavilion Operations and Coordination Services in an amount not to exceed $95,000, and

2. I move to approve an additional appropriation in the General Fund in the amount of $95,000, and

3. I move to determine that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines

RECOMMENDATION:

Staff recommends that Council approve the Agreement with the Redlands Historical Museum Association and MPQA, LLC for Museum of Redlands Store and Event Pavilion Operations and Coordination Services, and determine that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines

DISCUSSION:

On April 21, 2026, the City Council approved a License Agreement with the Redlands Historical Museum Association (RHMA) establishing the framework for RHMA's activities at the Museum of Redlands, including operation of the Museum Store and use of the Event Pavilion for programming, fundraising, and third-party rentals. The City retains ownership and overall operational control of the Museum, while RHMA supports activities intended to activate the facility and generate revenue for Museum-related purposes.

The proposed three-party agreement among the City, RHMA, and MPQA, LLC would establish MPQA's role in operating and coordinating activities for the Museum Store and Event Pavilion. Under the proposed scope of services, MPQA would oversee store operations and merchandising; pavilion rentals; program and event development; community engagement; marketing and communications; and monthly revenue-generation and related operational reporting.

The Agreement is also intended to establish a coordinated working relationship among the parties. The City would retain final authority over the use of City property, public access, safety, legal compliance, contract administration, and consistency with Museum and City operations. RHMA would provide programmatic and revenue-generation input consistent with its role under the License Agreement. MPQA would coordinate its activities with RHMA and designated City staff.

The Agreement would continue through June 30, 2027, unless terminated earlier in accordance with its terms, with total consultant compensation not to exceed $95,000. The reimbursement obligations between the City and RHMA related to these services would be governed by a separate Funding Agreement presented for the City Council's consideration elsewhere on tonight's Council agenda.

Sole-source selection of MPQA is justified based on the firm's historical involvement with the Museum of Redlands, which has provided MPQA with institutional knowledge, established stakeholder relationships, and familiarity with Museum Store and Event Pavilion operations and project requirements. In addition, RHMA requested MPQA's continued services and would reimburse the City for 100% of the associated costs under the separate Funding Agreement, resulting in no anticipated net cost to the City.

Approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines because it establishes operational and coordination responsibilities for an existing public facility and does not authorize construction, expansion, or physical changes that could result in a significant effect on the environment.

ALTERNATIVES:

Council may choose to reject, modify or table this item.

STRATEGIC PLAN:

The Museum of Redlands supports Strategic Priority A (Quality of Life) by preserving local history and providing educational, cultural, and community programming.

SUBMITTED BY:
Danielle Garcia, Assistant City Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Danielle Garcia, Assistant City Manager

FISCAL IMPACT

Fiscal Year: 2027

Revenue Generating: No

Amount: N/A

Budgeted Y/N: N/A

Account No.: N/A

Additional Appropriation Required: No

Discussion:

The Agreement establishes a not-to-exceed amount of $95,000 through June 30, 2027. Under the separate Funding Agreement presented for consideration on the evening's Council agenda, RHMA would reimburse the City for the costs incurred under this Agreement. Accordingly, approval of the two agreements is not anticipated to result in a net fiscal impact to the City.

Attachments

Tri-Party_Agreement_w_RHMA_MPQA_LLC.pdf
FY_25-26_Sole-single_Source_MPQA_LLC.pdf
MOR_Grant_Funded_Contracted_Coordinator_-_Additional_Appropriation_Form.pdf

AGREEMENT TO PERFORM PROFESSIONAL SERVICES FOR THE MUSEUM OF REDLANDS STORE AND EVENT PAVILION

This Agreement to Perform Professional Services for the Museum of Redlands Store and Event Pavilion ("Agreement") is made and entered into as of September 1, 2026 ("Effective Date"), by and among the CITY OF REDLANDS, a municipal corporation ("City"), the REDLANDS HISTORICAL MUSEUM ASSOCIATION, a California nonprofit public benefit corporation ("RHMA"), and MPQA, LLC, a California Limited Liability Company ("Consultant"). City, RHMA, and Consultant are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the City owns and operates the Museum of Redlands, including the Museum Store and Event Pavilion, as public facilities of the City; and

WHEREAS, the City and RHMA are parties to that certain License Agreement dated April 21, 2026, concerning RHMA's use and operation of the Museum Store and Event Pavilion ("License Agreement"); and

WHEREAS, the City desires to engage Consultant, funded by RHMA pursuant to that funding agreement dated September 1, 2026, between City and RHMA, to provide professional services relating to the operation of the Museum of Redlands Store and Event Pavilion and to assist RHMA in performing its obligation under the License Agreement; and

WHEREAS, RHMA will generally provide programmatic and revenue-generation input to Consultant within the limits established by this Agreement, the License Agreement, City policies, facility availability, public safety requirements, and applicable law; and

WHEREAS, the Parties agree that City shall retain all rights over Museum operations and shall have final authority and oversight over contract administration, interpretation, amendments, invoice approval, suspension, and termination only as expressly set forth in this Agreement.

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

ARTICLE 1
SERVICES OF CONSULTANT

1.1 City hereby engages Consultant to provide Museum of Redlands Store and Event Pavilion Operations and Coordination Services for City, and Consultant accepts such engagement, upon the terms and conditions set forth in this Agreement.

1.2 Consultant shall perform the Services described in Exhibit "A," which is attached hereto and incorporated herein by this reference ("Services").

1.3 Consultant shall keep the Library Director or the Library Director's designee informed regarding upcoming events, activities, operational matters and the ongoing performance and development of the Museum of Redlands Store and Event Pavillion.

1.4 RHMA will assist and direct Consultant within the scope of the License Agreement, which is attached hereto and incorporated as referenced in Exhibit "B," with day-to-day operational coordination and provide programmatic and revenue-generating input to Consultant as set forth in this Agreement.

1.5 In the event of any conflict or inconsistency between direction provided by RHMA and direction provided by the Library Director or designee, Consultant shall promptly notify RHMA, the Library Director or designee, and the City Manager of the conflict. The City Manager shall confer with RHMA and the Library Director or designee and shall issue written direction to Consultant, which written direction shall control for purposes of this Agreement.

1.6 Consultant shall perform the Services in a prompt, professional, and workmanlike manner, consistent with the standards of care and skill ordinarily exercised by persons providing comparable services under similar circumstances.

1.7 Consultant shall perform all Services in accordance with applicable federal, state, and local laws, ordinances, regulations, permit requirements, City policies and procedures, the License Agreement, public safety requirements, and facility availability.

ARTICLE 2
RHMA RESPONSIBILITIES

2.1 During the term of this Agreement, RHMA will assign one (1) representative to assist Consultant with day-to-day operational coordination, provide programmatic and revenue-generation input concerning the operation of the Museum of Redlands Store and Event Pavilion, including, but not limited to store merchandising and operation, fundraising strategies, marketing concepts for the store and event pavilion, sponsorship outreach, rental development, community engagement, and related activities within RHMA's operational role under the License Agreement.

2.2 RHMA's responsibilities as set forth in this Article 2 shall be subject to and consistent with the License Agreement, City policies, facility availability, public safety requirements, and written direction from the City Manager.

2.3 RHMA's responsibilities shall be performed in accordance with applicable federal, state, and local laws, ordinances, regulations, permit requirements, City policies and procedures, the License Agreement, public safety requirements, and facility availability.

2.4 Nothing in this Agreement shall be interpreted to enlarge, modify, or supersede RHMA's rights or obligations under the License Agreement, except solely as expressly set forth herein with respect to coordination with City and Consultant.

ARTICLE 3
CITY RESPONSIBILITIES AND AUTHORITY

3.1. City designates the City Manager as the City's Contract Administrator for purposes of this Agreement. The City Manager shall have final authority on behalf of City regarding contract administration, approval of work, invoice approval, interpretation of this Agreement, amendments, suspension, written direction provided on behalf of the City and any impacts Consultant's services may have on the Museum of Redlands operation. The City Manager shall also have authority to terminate this Agreement only to the extent and for the specific reasons expressly set forth in Section 10.2 of this Agreement.

3.2. The Library Director shall serve as the City's operational liaison for day-to-day Museum and facility matters, but shall not be the final contract authority under this Agreement. The Library Director or Library Director's designee shall cooperate in good faith with Consultant and provide the reasonable coordination, information, access and support necessary to facilitate Consultant's performance of the Services.

3.3. City understands that Consultant will receive day-to-day operational coordination, programmatic and revenue-generation input concerning the Museum of Redlands Store and Event Pavilion; provided, however, that all such input shall be subject to and consistent with the License Agreement, City policies, facility availability, public safety requirements, and written direction from the City Manager.

3.4. In the event of any conflict or inconsistency between direction provided by RHMA and direction provided by the Library Director or designee, the City Manager shall confer with RHMA and the Library Director or designee and shall issue written direction to Consultant, which written direction shall control for purposes of this Agreement.

3.5. Because the Services relate to City-owned public facilities, may impact the workplace of city employees and a public-facing operations, City retains final authority over the use of City property, public access, safety, city employee staffing impacts, scheduling conflicts, legal compliance, and operational consistency with City functions.

ARTICLE 4
TERM

4.1. The term of this Agreement shall commence on the Effective Date and shall expire on June 30, 2027, unless terminated earlier as provided herein.

ARTICLE 5
COMPENSATION

5.1. Total compensation for Consultant's performance of the Services for the term of this Agreement shall not exceed the amount of Ninety-Five Thousand Dollars ($95,000.00).

5.2. City shall pay Consultant on a time and materials basis in accordance with the compensation and fee schedule set forth in Exhibit "C," attached hereto and incorporated herein by this reference.

5.3. Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant shall provide a copy of each invoice to RHMA for informational purposes.

5.4. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.5. City shall not be obligated to pay any disputed, unsupported, or unauthorized charges. Nothing herein shall limit City's right to request reasonable supporting documentation concerning Consultant's invoices.

ARTICLE 6
INSURANCE

6.1. Consultant shall procure and maintain for the duration of this Agreement, at its sole cost and expense except as otherwise expressly provided in Exhibit "B," the following insurance coverage:

a. Workers' Compensation insurance in the amount required by law, together with Employer's Liability insurance as required by law, unless Consultant provides evidence satisfactory to City of lawful self-insurance or exemption;

b. Commercial General Liability insurance in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate, for bodily injury, personal injury, and property damage;

c. Professional Liability insurance in the minimum amount of One Million Dollars ($1,000,000.00) per claim;

d. Business Automobile Liability insurance in the minimum amount of One Million Dollars ($1,000,000.00) combined single limit per occurrence, covering owned, hired, and non-owned vehicles used in connection with the Services.

6.2. Consultant's Commercial General Liability and Business Automobile Liability policies shall name City and RHMA, and their respective elected and appointed officials, officers, employees, agents, and volunteers, as additional insureds to the extent of Consultant's negligent acts or omissions or willful misconduct in connection with the Services.

6.3. Consultant's required liability policies shall be primary and non-contributory with respect to any insurance or self-insurance maintained by City or RHMA.

6.4. Consultant's insurance policies shall include a provision prohibiting cancellation or material modification of coverage except upon at least thirty (30) days prior written notice to City and RHMA.

6.5. Prior to commencing the Services, Consultant shall furnish City with certificates of insurance and such endorsements or other evidence of coverage as City may reasonably require to demonstrate compliance with this Article.

6.6. RHMA shall maintain throughout the term of this Agreement the insurance required of RHMA under the License Agreement, including public liability and property damage insurance in the amounts required thereby. RHMA shall provide City with certificates of insurance and endorsements showing City as an additional insured on such policy or policies, in accordance with the License Agreement. Such insurance shall be primary with respect to City and non-contributory to any insurance or self-insurance maintained by City. RHMA shall provide evidence of such coverage to City upon request.

6.7. Unless otherwise expressly agreed in a written amendment to this Agreement, nothing herein shall require RHMA to name Consultant as an additional insured on RHMA's insurance policies.

6.8. City shall maintain such insurance, pooled risk coverage, or self-insurance as City customarily maintains for its municipal operations. Nothing herein shall be construed as a waiver of any defenses, immunities, or limitations of liability available to City under law.

ARTICLE 7
INDEMNIFICATION

7.1. To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless City and RHMA, and their respective elected and appointed officials, officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, liabilities, costs, and expenses, 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, agents, or subcontractors in the performance of the Services.

7.2. City shall indemnify and hold harmless Consultant and RHMA, and their respective officers, directors, employees, agents, and volunteers, from and against any and all claims, causes of action, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, but only to the extent solely caused by the negligent acts or omissions or willful misconduct of City or its elected or appointed officials, officers, employees, agents, or volunteers during the term of this Agreement, subject to all immunities, defenses, and limitations available to City under applicable law.

7.3. To the fullest extent permitted by law, RHMA shall defend, indemnify, and hold harmless City and Consultant, and their respective elected and appointed officials, officers, employees, agents, and volunteers, from and against any and all claims, losses, damages,

liabilities, costs, and expenses, 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, RHMA or its officers, directors, employees, agents, volunteers, invitees, contractors, or representatives in connection with RHMA's performance of this Agreement.

7.4. Nothing in this Agreement shall be construed to require Consultant or RHMA to indemnify any Party for that Party's sole negligence or sole willful misconduct, except to the extent otherwise required by law.

7.5. Nothing in this Article shall be construed as a waiver by City of any immunities, limitations, or defenses available to City under applicable law.

ARTICLE 8
PERFORMANCE REQUIREMENTS; RECORDS; OWNERSHIP OF WORK PRODUCT

8.1. Consultant shall perform all Services in a prompt and diligent manner and in accordance with the schedule or deadlines established through coordination among RHMA and the Library Director or designee, subject to final written direction from the City Manager in the event of any conflict or inconsistency.

8.2. Consultant shall coordinate its Services so as not to interfere unreasonably with Museum operations, City staff functions, public access, or use of City property, and shall comply with all applicable City operational requirements.

8.3. Consultant shall maintain complete and accurate records with respect to all costs, hours, Services performed, and materials prepared or used in connection with the Services, and shall retain such records for not less than three (3) years following final payment, or such longer period as may be required by law.

8.4. City shall have the right, upon reasonable notice, to inspect and audit Consultant's records relating to the Services. RHMA may request access to Consultant's records reasonably necessary to review operational reporting or activities directly related to RHMA's role under this Agreement, subject to City approval and any applicable confidentiality restrictions.

8.5. All reports, data, materials, records, correspondence, studies, drafts, working papers, marketing materials, public-facing content, and other documents or deliverables prepared, developed, or assembled by Consultant in connection with the Services shall become the property of City upon payment therefor; provided, however, that RHMA may use such materials for Museum-related purposes consistent with this Agreement and the License Agreement.

ARTICLE 9
ASSIGNMENT; SUBCONTRACTING; PERSONNEL

9.1. Consultant shall not assign, transfer, delegate, or subcontract any of the Services, except with the prior written approval of City. City may consult with RHMA before granting any such approval when the proposed assignment or subcontracting materially affects the operational coordination contemplated by this Agreement.

9.2. Any assignment or attempted assignment without prior written approval of City shall constitute a material breach of this Agreement and grounds for termination in accordance with Article 10.

9.3. Consultant shall designate in writing a principal representative responsible for administration and performance of the Services. Consultant shall notify City and RHMA of any proposed change in such representative.

ARTICLE 10
TERMINATION AND SUSPENSION

10.1 This Agreement may be terminated with or without cause by action of the City Council. If the City Council should act to terminate this Agreement, Consultant and RHMA shall be given not less than forty-five (45) days' prior written notice of termination following City Council action; except that not less than five (5) days prior written notice to Consultant and RHMA will be required if the termination is for cause. Consultant shall be compensated on a pro-rata basis for the Services completed up to the effective date of termination. No amount shall be allowed for anticipated profit or unperformed Services, and any payment otherwise due Consultant may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.

10.2 This Agreement may be terminated by the City Manager, upon not less than forty-five (45) days' prior written notice to Consultant and RHMA, only in the event of Consultant's material breach, unsatisfactory performance, failure to comply with applicable law, City policies, insurance requirements, public safety requirements, the License Agreement, termination of the License Agreement or funding agreement dated September 1, 2026, or if termination is necessary to protect City property, public access, public safety, Museum operations, or the City's legal or operational interests.

10.3 If RHMA determines that Consultant's performance materially conflicts with RHMA's authorized operational role under the License Agreement, RHMA may provide written notice of such concern to the City Manager and Consultant. Upon receipt of such notice, the City Manager shall confer with RHMA, Consultant, and the Library Director or designee, and shall determine what corrective direction, if any, shall be issued under this Agreement. The City Manager's decision is final.

10.4 City may, but is not required to, suspend all or any portion of the Services upon written notice to Consultant and RHMA if City determines that suspension is necessary to address operational conflicts, safety issues, legal compliance concerns, scheduling

conflicts, or other matters affecting City property or public operations. During any suspension of services, Consultant shall cease all Services and follow any other directives from the City, until Consultant receives from City a written notice to proceed with the Services.

10.5 Upon the date of expiration or termination of this Agreement, Consultant shall deliver or otherwise make available to City copies, in both hard copy and electronic form where applicable, of project-related data, reports, estimates, summaries, records, correspondence, and such other information and materials as may have been accumulated by Consultant in performing the Services.

ARTICLE 11
NOTICES

11.1. Any notice, approval, demand, request, consent, or other communication required or permitted under this Agreement shall be in writing and shall be deemed delivered: (i) on the date of delivery if delivered in person; (ii) five (5) days after deposit in first class registered or certified mail, return receipt requested, postage prepaid; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by electronic mail transmission, provided that such transmission is confirmed and followed by one of the foregoing methods.

11.2. Notices shall be addressed as follows, or to such other address as a Party may designate by notice:

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:

RHMA: Redlands Historical Museum Association
Attn: President
P.O. Box 470
Redlands, CA 92373
info@redlandshistoricalmuseum.org
Phone: (909) 798-7632

WITH A COPY TO:

City Manager
City of Redlands
300 East State Street
Suite 690

CONSULTANT:

MPQA, LLC
Myra Patterson, President/CEO
1312 Knoll Rd.
Redlands, CA 92373

Redlands, CA 92373
Phone: (909) 798-7510

myratheap@gmail.com
Phone: (909) 214-9942

ARTICLE 12
DISPUTE INTERPRETATION; GOVERNING LAW; ATTORNEYS' FEES

12.1. For purposes of this Agreement, final authority to interpret and administer this Agreement on behalf of City shall rest with the City Manager, subject to any action required by the City Council pursuant to this Agreement.

12.2. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding arising out of or relating to this Agreement shall be brought in a court of competent jurisdiction in San Bernardino County, California.

12.3. In any action or proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable fees for the use of in-house counsel, if applicable.

ARTICLE 13
MISCELLANEOUS

13.1. This Agreement, including the exhibits attached hereto, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, understandings, and agreements among the Parties relating to such subject matter; except that that funding agreement dated September 1, 2026, between City and RHMA regarding reimbursement or funding of the Services shall remain in full force and effect according to its own terms.

13.2. Consultant shall perform all Services as an independent contractor and not as an employee, officer, or agent of City or RHMA. Consultant shall have no authority, express or implied, to act on behalf of City or RHMA in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City or RHMA to any obligation.

13.3. This Agreement may be amended only by a written instrument executed by Consultant, RHMA, and City, acting through the City Manager or other duly authorized City official.

13.4. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

13.5. No waiver of any breach of this Agreement shall constitute a waiver of any other or subsequent breach.

13.6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures and signatures transmitted by PDF shall be deemed originals for all purposes.

13.7. Each person executing this Agreement on behalf of a Party represents and warrants that he or she has full authority to do so and to bind such Party to the terms hereof.

[Signatures on Next Page]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY OF REDLANDS

By: _____

Name: Mario Saucedo _____

Title: Mayor _____

Date: _____

ATTEST:

_____
Jeanne Donaldson, City Clerk

MPQA, LLC

By: _____

Name: _____

Title: _____

Date: _____

REDLANDS HISTORICAL MUSEUM ASSOCIATION

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Museum of Redlands Museum Store and Event Pavilion Operation and Coordination Services

Consultant shall provide Museum of Redlands ("MOR") Museum Store and Event Pavilion operation and coordination services for the City in support of RHMA's licensed activities under the License Agreement between City and RHMA. Consultant shall perform the Scope of Services in coordination with the RHMA, the Library Director, and the City Contract Administrator, consistent with the Agreement, the License Agreement, City policies, and applicable law. Services shall be provided for the purpose of enhancing the visitor experience at the MOR, supporting revenue generation, promoting community engagement, and assisting with the successful operation of the MOR Museum Store and Event Pavilion.

Consultant shall provide the following services:

1. Museum Store Operations

Consultant shall provide coordination and operational support for the MOR Museum Store, including:

a. Overseeing day-to-day Museum Store operations, including record keeping, staffing coordination, inventory coordination, and general management of store activities;
b. Serving as buyer and merchandise curator, including selecting and sourcing products that are aligned with the Museum's mission, visitor experience, and community interests;
c. Directing visual merchandising, displays, and the overall presentation of the Museum Store;
d. Developing and implementing marketing and sales strategies to support Museum Store revenue goals;
e. Managing relationships, agreements, and ongoing communication with vendors, local artists, and other merchandise partners;
f. Overseeing customer service and related correspondence with customers, vendors, and partners; and
g. Maintaining and updating Museum Store-related marketing content, including website content, promotional materials, and other public-facing communications.

2. Event Pavilion Operations and Rental Coordination

Consultant shall support the development, launch, and ongoing rental operations of the MOR Event Pavilion, including:

a. Providing tours and consultations for prospective clients and assisting with rental event planning, logistics, and space utilization;

b. Coordinating scheduling of rental events in partnership with the Library Director or their designee;
c. Preparing and managing rental-related documentation, coordinating bookings, and collecting deposits for scheduled events, in accordance with City policies and procedures;
d. Ensuring the Event Pavilion is properly equipped, organized, maintained, and operationally ready for a variety of events;
e. Managing the organization, maintenance, and use of Event Pavilion equipment and coordinating rentals or other event-related needs as appropriate;
f. Collaborating with the Library Director or their designee to support effective use of the Event Pavilion; and
g. Meeting with members of the general public, municipal staff, vendors, and other stakeholders as needed.

3. Program Development, Events, and Community Engagement

Consultant shall assist with the development and coordination of events and programs that support the MOR's mission and community engagement goals, including:

a. Developing, coordinating, and hosting events that promote the MOR, the Museum Store, and the Event Pavilion;
b. Identifying, recruiting, and coordinating event talent, instructors, presenters, artists, and other participants;
c. Overseeing event logistics from planning through execution;
d. Collaborating with local organizations, businesses, artists, community groups, and partners interested in utilizing or supporting the Event Pavilion;
e. Supporting initiatives that increase the MOR's community visibility, participation, and engagement; and
f. Supporting and encouraging fundraising efforts, including donations, sponsorships, event underwriting, and other revenue-generating opportunities, as appropriate.

4. Marketing, Communications, and Public-Facing Content

Consultant shall support marketing and communications related to the MOR Museum Store, events, and Event Pavilion, including:

a. Overseeing marketing and advertising efforts related to the Museum Store, events, and Event Pavilion;
b. Developing and managing content for digital platforms, including website updates, event announcements, and promotional materials;
c. Ensuring consistent branding and messaging across public-facing communications; and
d. Supporting outreach efforts intended to promote Museum Store sales, Event Pavilion rentals, public events, and community participation.

5. Reporting

Consultant shall provide monthly revenue generation reports to RHMA and the Library Director and Finance Director of City, or as otherwise directed by the City. Reports may include, but are not limited to, Museum Store sales activity, Event Pavilion rental activity, event revenue, deposits collected, fundraising or sponsorship activity, and other relevant operational or revenue-related information.

6. Coordination with City Staff

Consultant shall work in good faith and cooperate with the Library Director or their designee regarding priorities, scheduling, facility use, public-facing communications, event coordination, rental activities, and other matters related to the MOR Museum Store and Event Pavilion. Consultant shall perform all services in a professional manner and in accordance with applicable City policies, procedures, and direction.

7. Schedule of Services

Museum Store and Event Pavilion coordination services shall be provided on an as-needed basis, with scheduling determined by the operational needs of the Museum, RHMA's licensed activities, and the scope of Services under this Agreement, in coordination with RHMA and the Library Director. Consultant shall coordinate service hours with RHMA and the Library Director to support store operations, scheduled events, prospective rentals, meetings, tours, and other Museum-related activities. In the event of any scheduling conflict or inconsistency, the matter shall be resolved in accordance with Section 3.4 of this Agreement.

EXHIBIT "B"

LICENSE AGREEMENT

LICENSE AGREEMENT BY AND BETWEEN
THE CITY OF REDLANDS AND THE
REDLANDS HISTORICAL MUSEUM ASSOCIATION

This License Agreement ("License") is made and entered in this 21st day of April, 2026 ("Effective Date"), by and between the City of Redlands, a municipal corporation and general law city ("City"), and the Redlands Historical Museum Association, a California nonprofit public benefit corporation ("Licensee" or "RHMA"). City and Licensee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, Licensee transferred to City property located at 1 North Center Street, Redlands, CA 92373, including a 24,000 square foot building and other improvements, including a store and event pavilion (the "Property") to be operated as the Museum of Redlands as particularly described in Exhibit "A," titled "Museum Site Plan;" and

WHEREAS, the Parties are committed to promoting public understanding of and support for the Museum; and

WHEREAS, Licensee desires to have use of certain areas of the Museum to further its mission and to financially support Museum operations; and

WHEREAS, City and Licensee desire to enter into this License to set forth the terms and conditions under which the City will permit use of portions of the Property to Licensee; and

WHEREAS, City and Licensee desire to cooperate to further the above-stated purpose in a way compatible with the City's operations of the Museum in service of the public interest.

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

AGREEMENT

Section 1. Premises. City hereby grants to Licensee a license to use the store area and event pavilion located at the Museum ("Premises") as more particularly described in Exhibits "B," and "C," titled "Store Area Plan" and "Event Pavilion Plan," respectively, which is attached hereto and incorporated herein by this reference. The Premises shall be used in connection with the activities described herein. This License is exclusive with respect to the store area, and non-exclusive with respect to the event pavilion. City shall continue to control the Property, including, without limitation, the right to issue additional permits and licenses so long as they do not conflict with this license.

Section 2. Acknowledgment of License and Disclaimer of Tenancy.

1. Licensee acknowledges and agrees that City is the owner of Premises and that nothing in this License grants to Licensee any rights, title, or interest in the Premises, except for the revocable, exclusive right to use and operate the store area and the

revocable, non-exclusive right to use the event pavilion as provided in this License. Licensee is not a tenant or lessee of City and holds no rights of tenancy or leasehold in relation to the Premises.

2. In consideration of City's grant of this License, Licensee specifically and expressly waives, releases, and relinquishes any and all rights to assert any claim of right, privilege, or interest in the Premises other than the revocable rights expressly granted by this License.
3. Licensee further acknowledges and agrees that without the representations and agreements set forth herein, City would not enter into this License.

Section 3. Term. The term of this License shall commence on the Effective Date and continue for a period of twenty (20) years, unless terminated earlier as provided herein.

Section 4. License Fee. The use of the Premises by Licensee shall be at no cost to Licensee. The Parties acknowledge that the use and operation of the store area and event pavilion under this License will be performed by Licensee at no cost to the City. All net revenues from the operation of the store and event pavilion shall be utilized as set forth herein and the Real Estate Transfer Agreement approved on June 17, 2025. In order to maintain this License, Licensee shall provide a net financial benefit to City of at least $5,000 per calendar year. Licensee shall provide to City, within thirty (30) days following the end of each calendar year, a written financial report in a form reasonably acceptable to City summarizing the net financial benefit provided to the Property, along with supporting documentation upon request to verify compliance with the minimum annual requirement.

Section 5. Use of Premises.

A. **Store Area**

1. Licensee is permitted exclusive use and operation of the store area and non-exclusive use of the front desk, surrounding lobby area, and Will J. Reid Library described in Exhibit "B" attached hereto and incorporated by reference herein. Licensee's use of the store area shall be for the sole purpose of selling merchandise for the sole benefit of the Museum.

2. The store area shall be operated only by RHMA volunteers or a City contractor, which costs shall be paid by Licensee under a separate funding agreement with City.

3. Library Director may object and cause the removal of merchandise within store area if it is determined that such merchandise is detrimental to the health, safety, or welfare of the public or City. Pre-packaged food and/or non-alcoholic beverages may be sold in the store area with prior written approval of the Library Director and with a valid San Bernardino County Health Permit.

4. Licensee shall stock the store area with merchandise at its sole cost and expense. Licensee shall be solely responsible for securing the merchandise from theft, damage or vandalism. The City shall not be liable for any stolen or damaged merchandise. In

the event of termination of the License, Licensee shall retain ownership of any unsold merchandise.

5. The hours of operation for the store area shall align with Museum operating hours. The store area shall not be operated outside of Museum operating hours, unless Licensee obtains a permit for a special event in the Museum, and in that case, the store area may be operated during the special event with the approval of the Library Director.

6. A City employee must be present during the operating hours of the store area.

B. **Event Pavilion**

1. Licensee is permitted non-exclusive use of the event pavilion area. Licensee is permitted to use the adjacent outdoor areas (loggia), Rochford Family Building interior restrooms, kitchen, green room, and southwest vehicular ramp, ancillary to its use of the event pavilion as described in Exhibit C.

2. Licensee shall operate the event pavilion, performing specific tasks, including but not limited to: addressing booking inquiries, booking events for RHMA, and third party events, the completion of rental applications, insurance, collection of rental fees for third party renters, and ensuring compliance with all City requirements for facility rentals consistent with City policies, regulations and ordinances.

3. Licensee shall not be required to pay a rental fee to the City for use of the event pavilion. However, the net revenue from Licensee's use of the event pavilion shall be paid to City as directed by the City. Licensee's events shall be subject to this Section B and consistent with City policies, regulations and ordinances, including insurance.

4. Licensee may also schedule events by third parties, including payment of rental fees and consistent with all City requirements for facility rentals and consistent with City policies, regulations and ordinances, including insurance.

5. City and RHMA shall maintain a central booking calendar. All events scheduled in the event pavilion must be approved by the Library Director prior to booking the event, which approval shall not be unreasonably withheld.

6. The event pavilion shall be operated only by City staff, RHMA volunteers or City contractor(s) which costs shall be paid by Licensee under a separate funding agreement with City.

7. Licensee shall be responsible for staging and breakdown of rental events including post-event cleaning. All costs associated with holding RHMA events at the event pavilion shall be at the sole cost of Licensee. No city staff shall be used for rental events.

8. A City employee must be present during all events in the event pavilion and Licensee shall be responsible for associated overtime costs, if any.

9. Noise levels for indoor and outdoor events shall not exceed those applicable limits pursuant to the Redlands Municipal Code.

10. Event pavilion capacity shall not exceed the maximum occupancy requirements as determined by the Redlands Fire Marshal.

11. Events shall not conflict with Museum operations and shall be coordinated with the Library Director at least thirty (30) days in advance.

12. An event which includes 200 attendees or greater shall be considered a "Large Event." Large Events shall be subject to the following additional conditions:

    a) An event plan shall be submitted for events of 200 or more attendees. Such plan shall include, but not be limited to, a description of any plans for offsite parking and security, and any other information requested by City.

    b) The event plan shall be submitted no later than 60 days in advance of the event, and a decision shall be rendered by City within 30 days of submittal of application approving or denying the event in the event pavilion.

    c) In no case shall an event located within the event pavilion exceed the maximum occupancy allowed in the event pavilion as determined by the Redlands Fire Marshal.

13. Licensee shall obtain any applicable local, county, and state permits for its events and shall indemnify, defend and hold harmless City, and its officers, officials, employees and agents for failure to obtain any required permits or to operate the event pavilion contrary to federal, state, county and local regulations and laws.

14. Licensee is prohibited from using the following in the event pavilion or adjacent outdoor areas: open flames or candles (battery-operated alternatives are allowed), and pyrotechnics. Space heaters are permitted upon approval by the Redlands Fire Marshal.

15. Licensee may serve alcohol at an approved event in the event pavilion with the prior written approval of the Library Director and in accordance with City rules, insurance requirements and applicable ABC regulations.

16. City shall utilize the event pavilion for City/Library-sponsored events. Licensee shall coordinate use of the event pavilion to ensure that RHMA-events do not conflict with City events.

Section 6. RHMA Volunteers. Licensee may assign City-approved volunteers or City contractor(s), which costs shall be paid by Licensee under a separate funding agreement with City to the Premises to assist Licensee in operating the store area and the event pavilion under the following conditions:

A. Licensee shall supervise and control all volunteers or contractors while on the Premises. Under no circumstances shall Licensee or its volunteers or contractors direct or interfere with the work performed by city employees in the Museum.

B. Licensee's volunteers or contractors shall only be assigned to the store area and the event pavilion and no other area in the Museum.

C. Licensee shall confer with the Library Director to establish reporting mechanisms for incidents involving its volunteers. Communication protocols shall be developed to address issues or updates regarding volunteers.

D. City shall approve all volunteers and contractors assigned to the Premises, and require background checks for all Licensee's volunteers and contractors assigned to work on the Premises in accordance with City policy.

E. Conflicts between Licensee's volunteers/contractors and city employees shall be resolved by the City Manager or his/her designee, which decision shall be final.

Section 7. Maintenance of Premises. Licensee shall maintain the Premises in a clean and orderly state. Any damage caused by Licensee's use of the Premises shall be repaired at Licensee's expense. The City shall retain the right to inspect the Premises and provide written notice of any required repairs or maintenance. Failure to act within fifteen (15) days of such notice shall result in the City performing the necessary work at Licensee's expense.

Section 8. Indemnity. Licensee shall defend, indemnify and hold harmless City, and its elected officials, officers, employees and agents, from and against any and all claims, causes of action, damages and liability resulting from Licensee's negligent acts or omissions, and willful misconduct of Licensee, and its contractors, volunteers, employees, guests, agents and invitees arising from Licensee's occupation and use of the Premises or while on the Property, and the improvements or equipment thereon, during the term of this License. City shall indemnify and hold harmless Licensee from and against any and all claims, causes of action, damages and liability resulting solely from City's negligent acts or omissions and willful misconduct and those of its employees and agents during the term of this License. This section shall survive any termination of this License.

Section 9. Public Liability and Property Damage Insurance. Licensee shall maintain at its own cost for the term of this License, public liability and property damage insurance in the amount of two million dollars ($2,000,000) per occurrence and four million dollars ($4,000,000) in the aggregate, issued by an insurance company acceptable to City. Licensee shall provide City with a certificate of insurance and endorsements showing City as an additional insured on the policy prior to Licensee's use and occupancy of the Premises. Such insurance shall be primary with respect to City and non-contributory to any insurance or self- insurance maintained by City. The policy shall require that, before amending or canceling the policy, the issuing insurance company shall give City at least thirty (30) days prior written notice. City and Licensee

acknowledge and agree that the insurance required of Licensee is subject to annual review by City and subject to increases in the amount and scope of coverage, as reasonably determined by City.

Licensee shall procure and maintain Worker's Compensation Insurance, if applicable, in such amount as will fully comply with the laws of the State of California, and which shall indemnify, insure and provide legal defense for both Licensee and City against any loss, claim, or damage arising from injuries or occupational diseases happening to any worker employed by Licensee in, at or about the Premises.

Section 10. Assignment Prohibited. Licensee shall not encumber, assign, sublease, or otherwise transfer this License, or any right or interest therein, without City Council approval. Any attempt to do so shall be null and void. Any encumbrance, assignment, sublease, or transfer of this License shall constitute a breach of this License and may, at the sole discretion of City, result in the immediate termination of this License.

Section 11. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this License, the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 12. Notices. Any notice or other communication required, or which may be given, pursuant to this License, shall be in writing. Any such notice shall be deemed delivered (i) on the day of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic email transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a party may provide notice of in accordance with this section:

CITY:	LICENSEE:
City Clerk City of Redlands 35 Cajon Street PO Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org 909-798-7531	Redlands Historical Museum Association Attn: President P.O. Box 470 Redlands, CA 92373 info@redlandshistoricalmuseum.org 909-798-7632

Section 13. Termination.

A. City shall have the right to terminate this License for cause in accordance with this Section 13 and subject to the default and cure provisions of Section 14. For purposes of this Agreement, "cause" shall be defined as the following:

(i) Licensee allows, promotes, causes, tolerates or facilitates any activity, conduct or circumstance that occurs on or at the Premises, whether caused by Licensee, its volunteers or invitees or Licensee's use of the Premises, that:

(a) Violates any provision of the Redlands Municipal Code or Ordinance or that violates state or federal law;
(b) Creates an unsafe or unhealthy condition or environment for occupants of the Property or surrounding landowners or the public as determined by the City;
(c) Produces excessive noise, noxious odors, smoke, or bright lights that unreasonably interfere with neighboring residents' quality of life as determined by the City;
(d) Creates or facilitates improper parking/overburdens parking in the neighboring area, or other negative impacts to the surrounding neighboring properties or public spaces;
(e) Causes more than three (3) calls for service in a calendar month from the Redlands Police Department and/or Redlands Fire Department;
(f) Creates a public or private "nuisance" as that term is defined in California Civil Code Section 3479 and as amended.
(g) Is detrimental or harmful to the public or surrounding landowners as determined by the City.

(ii) Failing to use all net revenues earned from use of the Premises pursuant to this License for the benefit of the Property in accordance with the terms of the Real Estate Transfer Agreement approved on June 17, 2025.

(iii) Failing to comply with the audit provisions contained in the Real Estate Transfer Agreement approved on June 17, 2025.

(iv) Failing to use reasonable efforts to utilize the Premises continuously and in a commercially reasonable manner in order to maximize the potential financial benefit to the Property.

(v) Failure to maintain an adequate number of volunteers or failure to fund a City contractor to operate the store area and/or event pavilion to the satisfaction of the City.

(vi) Licensee fails to comply with any of the other terms of this Licensee.

B. City has the right to terminate this License without complying with the default and cure provision of Section 14 in the following circumstances:

(i) The City Council takes action to temporarily close the Property or the Premises for events beyond the City's reasonable control including but not limited to: acts of nature or of the public enemy; war; acts or orders of the State or Federal government; fires; floods; tidal waves; epidemics; quarantine restrictions; earthquakes; unusually severe weather; strikes, layoffs, or other substantial interruption of work because of labor disputes. Should the Property or Premises remain closed longer than one hundred eighty (180) days, the City may terminate

this License without liability by providing thirty (30) days prior written notice to Licensee.

(ii) The City Council takes action to temporarily close the Property or the Premises due to a federal, state or local declaration of emergency. Should the Property or Premises remain closed longer than one hundred eighty (180) days, the City may terminate this License without liability by providing thirty (30) days' prior written notice to Licensee.

(iii) The City Council declares a fiscal emergency or otherwise does not appropriate or otherwise budget available funds to open and operate the Property or the Premises in any fiscal year, City may terminate this License by providing thirty (30) days' prior written notice to Licensee.

(iv) The Property is transferred by the City either by sale, exchange, lease, assignment or any other form of transfer by the City of the Property. This License shall terminate immediately upon the effective date of such transfer of the Property.

(v) The Property or the Premises are determined to be uninhabitable by the Redlands Building Official or Redlands Fire Marshal. City may terminate this License by providing five (5) days' prior written notice to Licensee.

(vi) Either party becomes insolvent or commences proceedings in bankruptcy court or enters receivership or liquidation. City may terminate this License by providing thirty (30) days' prior written notice to Licensee.

(vii) The City commences proceedings to disincorporate or if proceedings are commenced to dissolve Licensee's nonprofit corporate status. City may terminate this License by providing thirty (30) days' prior written notice to Licensee.

C. Licensee may terminate this License at any time upon providing six (6) months' prior written notice to the City.

Section 14. Default and Cure by Licensee.

A. In the event City asserts that this License is subject to termination in accordance with Section 13.A, City shall provide Licensee with forty-five (45) days prior written notice of any intention to terminate this License and Licensee shall have the opportunity to cure any breach within said forty-five (45) day period to the satisfaction of the City. In the event that the breach is cured, then the License shall not be subject to termination.

B. Failure of Licensee to cure any breach of this License to the satisfaction of the City and within the time period set forth in the written notice of breach may result in termination for cause by City. City shall have no liability for any claims or damages resulting to Licensee as a result of any exercise by City of its right to terminate this License.

Section 15. Anti-Discrimination. During the performance of this License, Licensee shall not unlawfully discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision-making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status pursuant to State and Federal law.

Section 16. Entire Agreement. This License constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any prior verbal or written representations or agreements respecting the Premises not expressly set forth herein are null and void.

Section 17. Amendment; Waiver. No term or provision of this License may be amended, altered, modified, or waived orally or by course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of each Party. No waiver by either Party of any provision of this License, or waiver of any breach of this License, shall be deemed to be a waiver of any other provision of this License, or of any subsequent breach by either Party of the same or any other provision of this License. The City Manager shall resolve any conflicts between the parties regarding interpretation of this License which decision shall be final.

Section 18. Governing Law; Venue. This License is to be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the courts in San Bernardino County. Prior to the filing of any action, the parties shall attempt an informal resolution of the dispute by either meeting and conferring to discuss a resolution to the dispute or by initiating a mediation with each party paying half of such costs.

Section 19. Relationship. The Parties intend by this License to establish the relationship of licensor and licensee only and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

Section 20. Authority. Licensee hereby represents and warrants to City that it is (a) a duly organized and validly existing nonprofit public benefit corporation, formed and in good standing under the laws of the State of California; (b) has the power and authority and the legal right to conduct the business in which it is currently engaged; and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this License. Licensee hereby further represents and warrants that this License has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Licensee in accordance with the terms hereof.

Section. 21. Counterparts. This License Agreement may be executed in counterparts, each of which is an original but all of which together constitute but one and the same instrument.

Section 22. Severability. If any particular provision of this License is held invalid or unenforceable for any reason by a court of competent jurisdiction, this License shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Executed on the 21st day of April, 2026, at Redlands, California

CITY OF REDLANDS

Mario Saucedo, Mayor

REDLANDS HISTORICAL MUSEUM ASSOCIATION

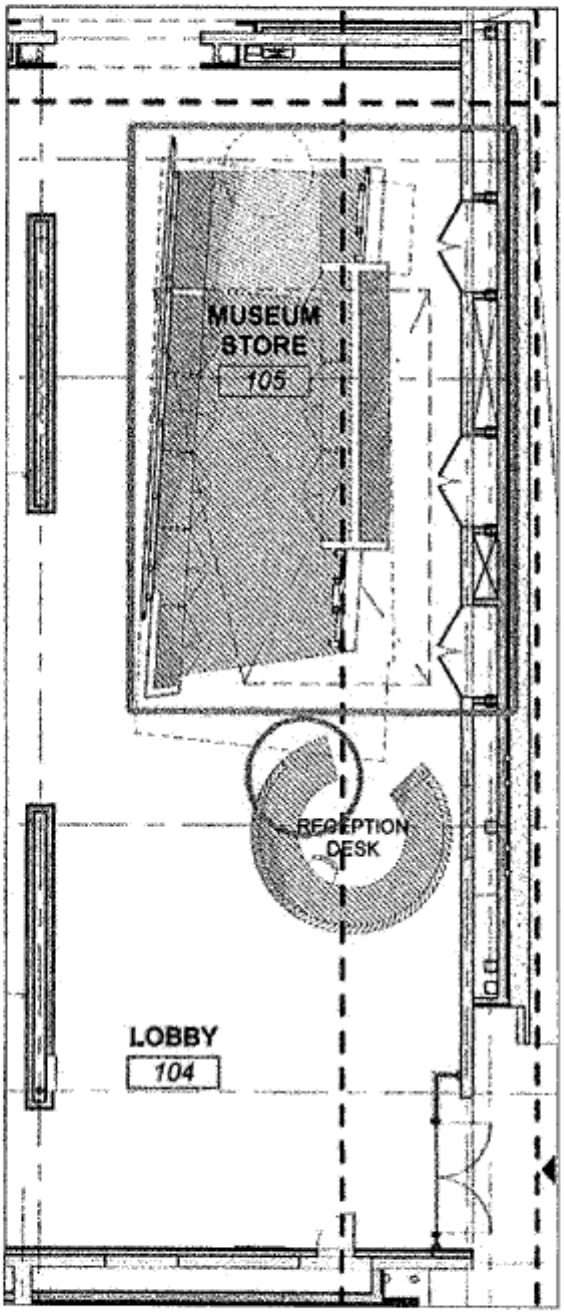
Charlotte Burgess, President

ATTEST:

Jeanne Donaldson, City Clerk

EXHIBIT B

STORE AREA PLAN



Lobby area shall be available for RHMA use during non-public hours

EXHIBIT C

EVENT PAVILION PLAN

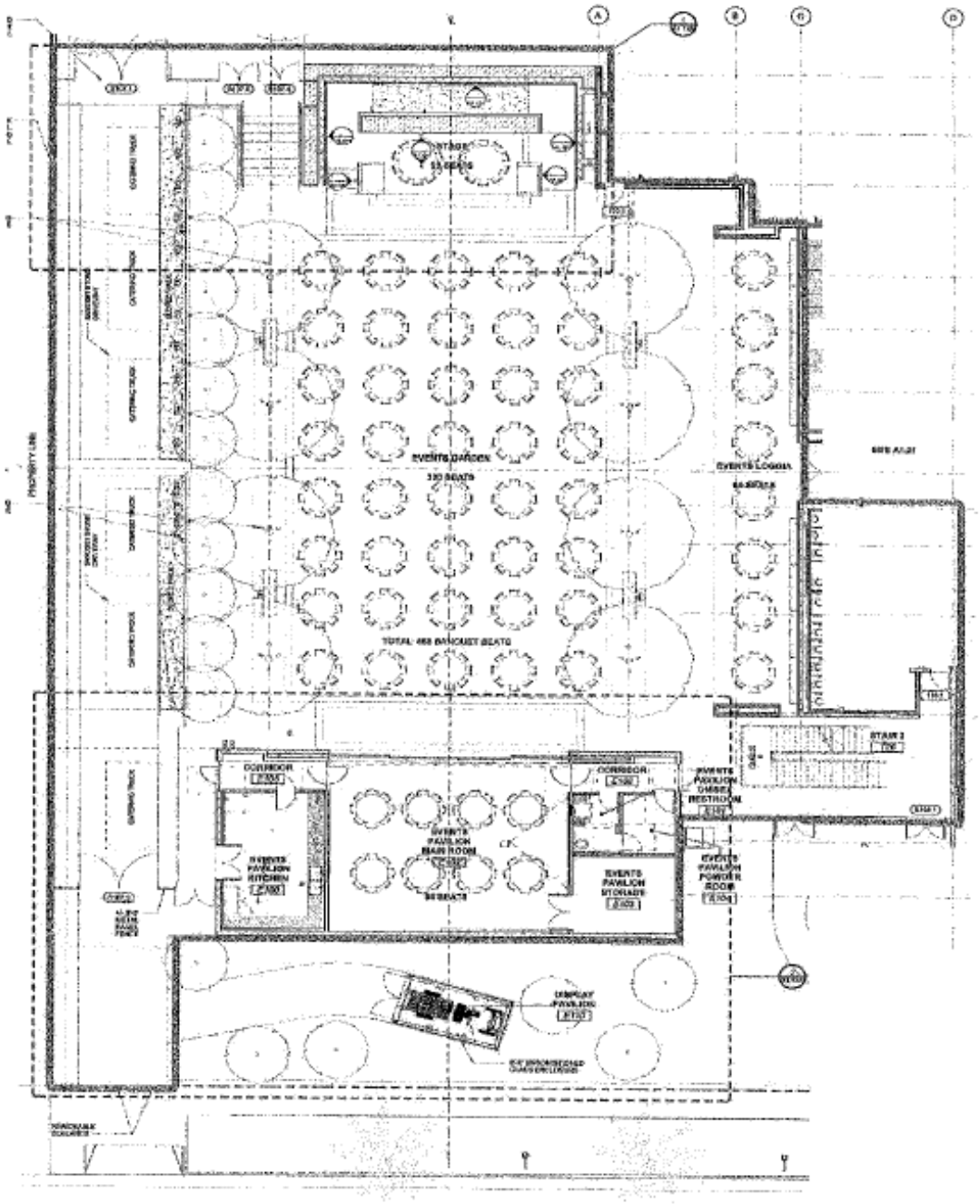


EXHIBIT "C"

COMPENSATION AND FEE SCHEDULE

Consultant shall provide coordination and operational support services to City's Museum of Redlands' Store and Event Pavilion in accordance with the Scope of Services set forth in Exhibit "A" and shall be compensated in accordance with the following:

Service Provided	Hourly Rate
MOR Store and Event Pavilion Coordination Services	$60.00 per hour until Museum of Redlands opens and $75 per hour thereafter
Insurance-Related Costs	Actual Costs up to $5,000/year

Consultant may invoice the City for actual insurance-related costs required under the Agreement, including premiums or other direct insurance costs incurred in maintaining the insurance coverage required by the Agreement not to exceed $5,000 per year; provided such expenses are documented and reasonably related to performance of the Services.

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: 08-18-2026

To: Purchasing Division

From: Danielle Garcia

Estimated Total Cost: $ 95,000.00

Proposed Vendor: MPQA, LLC

Request Term: FY 2026-2027

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:

Selection of MPQA is justified based on the firm's historical involvement with the MOR, which has provided MPQA with unique institutional knowledge, established stakeholder relationships, and an understanding of the operations and project requirements. In addition, RHMA requested MPQA's continued services and will reimburse the City for 100% of the associated costs.

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*:**

N/A

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.

Danielle Garcia

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

The Services would need to go out to bid and the City would start the lengthy process of working and engaging a new vendor, which is labor intensive. This would delay the opening of the Museum of Redlands and could delay execution of additional agreements that accompany the Services.

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

8/18/2026

Prepared by Date

Department Director Date

Purchasing Approvals

Digitally signed by Dana Abramovitz-Daniel
DN: cn=Dana Abramovitz-Daniel, o, ou, email=dabramovitz@cityofredlands.org, c=US
Date: 2026.08.19 15:27:53 -07'00'

Purchasing Agent Approval Date

City Manager Approval Date

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 9/1/2026

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Library

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Other Professional Service	101192	6106	TBD	95,000.00
				$ 95,000.00 -

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

JUSTIFICATION: Grant funded position necessary to operate the Museum Store and manage rer at the Event Pavilion. All expenses will be offset by revenue generated under a separate fundin with RHMA

Requested By: Don McCue
Department Head

Recommended By Finance Director:

Yes ____ No ____ Signed ____

Comments: ____

Recommended: ____
City Manager

Approved by City Council:

Date: ____

Signed: ____
City Clerk

City Council **AGENDA ITEM NO. L2.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a grant award from the County of San Bernardino Office of Homeless Services in the amount of $611,041.00 from Homeless, Housing, Assistance, and Prevention 5 (HHAP-5) grant for the Project HomeKey Site, Emergency Shelter, and Outreach, authorizing the City Manager or designee to execute the grant agreement; and approve authorization of an additional appropriation in the grant amount; and determine that the HHAP-5 Grant and Services are exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act. (City Manager Duggan)

MOTION:

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

1. I move to authorize an additional appropriation in the amount of $611,041.00, and determine that the HHAP-5 Grant and Services are exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve acceptance of the grant award from the County of San Bernardino Office of Homeless Services in the amount of $611,041.00 from the Homeless Housing, Assistance and Prevention 5 (HHAP-5) grant for the Project Site, Emergency Shelter, and Outreach, authorize the City Manager or his designee to execute the grant agreement and related program documents.

RECOMMENDATION:

Staff recommends that the City Council determine that the HHAP-5 Grant and services provided are exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and authorize the additional appropriation of $611,041.00. Staff further recommends City Council approve acceptance of a grant award from the County of San Bernardino Office of Homeless Services in the amount of $611,041.00 from Homeless Housing, Assistance and Prevention 5 (HHAP-5) grant for the Project HomeKey Site, Emergency Shelter, and Outreach, and authorize the City Manager or his designee to execute the grant agreement and related program documents.

DISCUSSION:

In June 2026, the City of Redlands was awarded a Project Homekey grant from the County of San Bernardino Office of Homeless Services in the amount of $611,041.00 from Homeless Housing, Assistance and Prevention 5 (HHAP-5) grant for the Project HomeKey Site, Emergency Shelter, and Outreach.

The City of Redlands continues to provide a coordinated approach to addressing homelessness through Project Homekey supportive housing, emergency shelter, case management, and homeless outreach services. These programs are designed to assist individuals experiencing homelessness at different stages of housing stability, from initial street outreach and emergency shelter to permanent housing and long-term supportive services. Project Homekey provides permanent supportive housing for formerly homeless individuals who require ongoing assistance to maintain housing stability. On-site case management connects residents with behavioral health care, medical services, benefits, employment resources, and other community-based services while supporting long-term housing retention.

Emergency shelter services provide individuals experiencing homelessness with a safe, temporary place to stay while case managers work with participants to address barriers and develop a plan toward permanent housing. Services include housing navigation, benefits assistance, referrals, and coordination with community partners.

Homeless outreach services engage individuals living on the streets, in encampments, and other locations not intended for habitation. Outreach staff work to build relationships with community partners and individuals experiencing homelessness, assess individual needs, provide connections to available resources, and facilitate placement into shelter, treatment, and housing when appropriate.

Together, these services provide a continuum of support focused on reducing unsheltered homelessness, increasing housing placements, and helping individuals achieve and maintain long-term housing stability.

ALTERNATIVES:

City Council may elect not to accept the grant funding, not approve the agreement and provide alternative direction to staff.

STRATEGIC PLAN:

Supports Strategic Objective 4: Homelessness - Develop methods to reduce and prevent homelessness.

SUBMITTED BY:

Charles M. Duggan Jr., City Manager

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney

Danielle Garcia, Assistant City Manager

Kurt Wilson, Assistant City Manager

James Garland, Interim Finance Director

PREPARED BY:

Ashley Rosario, Management Analyst

FISCAL IMPACT

Fiscal Year: FY2026-27

Revenue Generating: No

Amount: $611,041.00

Budgeted Y/N: N

Account No.: 200120-6710

Additional Appropriation Required: Yes

Discussion:

This agreement is grant funded and will not impact the general fund.

Attachments

HHAP-5_Grant_Agreement.pdf
Additional_Appropriation_Form_-_HHAP-5.pdf
HHAP-5_Grant_Award.pdf
CON-OHS-6-9-2026-HHAP_5-CITY_OF_REDLANDS-FINAL.pdf

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

Contract Number

SAP Number

Office of Homeless Services

Department Contract Representative	Marcus Dillard
Telephone Number	909-501-0610
Contractor	City of Redlands
Contractor Representative	Charles Duggan
Telephone Number	(909) 798-7510
Contract Term	June 9, 2026 – June 30, 2028
Original Contract Amount	$611,041.00
Amendment Amount	N/A
Total Contract Amount	$611,041.00
Cost Center	6210002901
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino City and County Continuum of Care (SBC CoC) has been allocated funds by the State of California Interagency Council on Homelessness, in partnership with the Department of Housing and Community Development within the Business, Consumer Services and Housing Agency, hereinafter called State, under the Homeless Housing, Assistance and Prevention Round 5 (HHAP-5) Program authorized pursuant to Section 17 of Assembly Bill 129 (Chapter 40, Statutes of 2023; Health and Safety Code § 50230, et seq.), which was signed into law by Governor Gavin Newsom on July 10, 2023; and

WHEREAS, the San Bernardino County (County) Office of Homeless Services, hereinafter referred to as OHS, is the Administrative Entity authorized to act on behalf of the County to administer HHAP-5 as designated by the SBC CoC, the eligible recipient of HHAP-5 funding; and

WHEREAS, the County conducted a competitive process to find City of Redlands (Contractor) to provide these services, and

WHEREAS, the County finds Contractor qualified to provide Homeless Prevention Shelter Diversion, Street Outreach, and Service Coordination; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

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ATTACHMENTS

EXHIBIT 1 – HHAP-5 AWARD BY CATEGORY

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EXHIBIT 3 – SCOPE OF WORK

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EXHIBIT 7 –REQUEST FOR DISBURSEMENT FORM

EXHIBIT 8 – EXPENDITURE REPORT

EXHIBIT 9 – CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 8255

EXHIBIT 10 - ANTI- LOBBYING CERITIFICATION

A. DEFINITIONS

A.1 Administrative Entity: A unit of general-purpose local government (city, county, or a city that is also a county) or nonprofit organization that has (1) previously administered federal Department of Housing and Urban Development (HUD) Continuum of Care (CoC) funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations, and (2) been designated by the CoC to administer program funds.

A.2 Case Management: The coordination of community-based services by a professional team to ensure individuals receive quality support tailored to their unique setbacks or ongoing challenges, helping them progress toward stability and recovery. In addition, it can be defined as a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet a client's overall needs.

A.3 Reserved

A.4 Contractor: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.

A.5 Coordinated Entry System (CES): The CES is a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

A.6 Emergency Aid: Any urgent and immediate services, which include housing that will be provided to homeless individuals. Broad categories of uses include, but are not limited to, shelters, shelter beds, public toilets, shower facilities, tiny-shed homes, etc.

A.7 Emergency Shelter: Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person as defined in subdivision (e) of Section 50801 of the Health and Safety Code.

A.8 General Service Area: The geographically defined area where a service entity provides outreach and direct services to homeless people.

A.9 Homeless: The same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, ***e.g.,*** family, friends,

faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, ***e.g.,*** family, friends, and faith-based or other social networks, to obtain other permanent housing.

A.10 **Homeless Management Information System (HMIS):** A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by the U.S. Department of Housing and Urban Development, the Continuum of Care utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in target services. HMIS also includes that use of a comparable database by a victim services provider or legal services provider that is permitted under Part 576 of Title 24 of the Code of Federal Regulations.

A.11 **Homeless Youth:** An unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act [42 U.S.C. Sec. 11434a(2)]; includes unaccompanied youth who are pregnant or parenting.

A.12 **Housing First**: has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

A.13 **Housing Search and Placement:** Services to assist clients to locate, secure, and navigate the rental market. Housing Search and Placement activities include, but are not limited to, unit identification, unit inspection, determining rent reasonableness, contracts, advocating for households, landlord/tenant mediation, and any other housing requirements.

A.14 **Navigation Center:** A Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

A.15 **Office of Homeless Services (OHS):** The lead agency for the San Bernardino County Continuum of Care (SBC CoC). The SBC CoC coordinates services with the San Bernardino County Homeless Partnership consisting of community and faith-based organizations, educational institutions, non-profit organizations, private industry, and Federal, State and local governments. OHS is the Administrative Entity for the HUD Continuum of Care Homeless Assistance Grant, and serves as the coordinator and administrator for grant submissions to the State Homeless Coordinating Finance Council, with focused administrative effort to support people experiencing or at risk of homelessness and the connections to housing, supportive services, case management, and mainstream services to assist with housing stability and self-sufficiency. OHS now serves as the administrator of the Housing Homelessness Incentive Program contract, taking over this responsibility from the Community Development and Housing Department (CDH). OHS coordinates HHAP-5 services on behalf of the County and oversees contractor performance, compliance, and reporting. OHS and County are used interchangeably in this Agreement.

A.16 **Permanent Housing** – A structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.

A.17 **Permanent Supportive Housing (PSH):** Low-barrier permanent housing with services. The type of services depends on the needs of the residents. Services may be short-term, sporadic, or ongoing indefinitely. PSH units are for individuals and families who are homeless or chronically homeless. PSH is housing combined with services, which may include mental health and health services, drug and alcohol treatment, education and job training.

A. 18 **Personally Identifiable Information (PII)** – Any representation of information that permits the identity of an individual to whom the information applies, to be reasonably inferred by either direct or indirect means.

A.19 **Point-in-Time Count (PITC):** means the most recently available point-in time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.

A.20 **Program:** The Homeless Housing, Assistance, and Prevention Program Round 5, is a state-funded initiative designed to support local jurisdictions and community partners in addressing homelessness through coordinated, data-driven strategies.

A.21 **Rapid Re-Housing (RRH):** An intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Using the Housing First model, move families and individuals into permanent affordable housing as quickly as possible with minimal barriers, assist with move-in costs such as security and utility deposits and short-medium term declining rental subsidies, and provide intensive social services while families or individual's stability and equip them with skills and resources they need to sustain and thrive in housing and avoid future homelessness.

A.22 **San Bernardino City and County Continuum of Care (SBC CoC):** The group organized to carry out the responsibilities required under this part and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing

developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate. Provides leadership in creating a comprehensive countywide network of service delivery to homeless individuals and families and those at-risk of becoming homeless.

A.23 **San Bernardino City and County Continuum of Care (CoC) Service Providers:** A network of Community Based Organization partnered with the SBC CoC to provide services to homeless individuals and families.

A.24 **San Bernardino City and County Continuum of Care (SBC CoC) Board:** The policy making body for the San Bernardino County Homeless Partnership. SBC CoC Board works to ensure that the recommendations listed in the County's 10-Year Strategy to End Homelessness are realized. SBC CoC Membership is composed of elected officials, state and local representatives, community and faith-based organizations, and corporate advocates.

A.25 **Subcontractor:** An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor, who is performing services on behalf of Contractor, under a separate contract with or on behalf of Contractor.

A.26 **Target Population**: Any person who is Homeless as defined in this Agreement.

A.27 **Transitional Housing**: A short-term, service-oriented housing program that provides temporary residential stability and intensive support to help people experiencing homelessness successfully transition into permanent housing.

A.28 **United States Department of Housing and Urban Development (HUD):** A Federal agency established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships, particularly with faith-based and community organizations, that leverage resources and improve HUD's ability to be effective on the community level.

A.29 **Youth Set-Aside:** The minimum requirement that at least 10% of HHAP 5 funds be used for housing and services that directly serve homeless youth ages 12-24, including pregnant or parenting youth, in compliance with HHAP 5 eligible uses and reporting requirements.

B. CONTRACTOR RESPONSIBILITIES

B.1 The project description for services to be provided by Contractor under this Contract are identified in **Exhibit 3 - SCOPE OF WORK.**

B.2 Contractor shall be in compliance with all applicable Federal, State, and local laws, required to perform this Contract. Contractor shall be required to repay the County in the event of non-compliance with any applicable law if the County is required to repay any amount of funds to the State as a result of Contractor's non-compliance.

B.3 Contractor and its Subcontractors shall perform the work in accordance with Federal, State and local housing and building codes, as applicable.

B.4 Contractor shall be responsible to accomplish the levels of performance as set forth in **EXHIBIT 1 – HHAP-5 AWARD BY CATEGORY** for the services outlined in **EXHIBIT 2 – FISCAL PROVISIONS** and report such measures quarterly to the County with each monthly expenditure report as directed in **EXHIBIT 3 – SCOPE OF WORK**. The County will review Contractor performance to assess expenditure and performance progress. If Contractor is not meeting

expenditure and performance measures, the County will work with Contractor to identify strategies and remediate performance issues.

B.5 Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract or receiving PII data as outlined in this contract, comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at http://hss.sbcounty.gov/Privacy prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at http://hss.sbcounty.gov/Privacy are hereby incorporated by this reference.

B.6 Contractor's obligation to the County shall not end until all closeout requirements are completed. Activities during closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent funds, and accounts receivable to the County), and determining the custodianship of records.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

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

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

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

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The *Chief of Homeless Services* of his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

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

C.22 Legality and Severability

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

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of

this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

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

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Reserved

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor’s personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting

format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

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

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

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

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt

of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

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

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Reserved

C.45 Reserved

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 Reserved

C.48 Reserved

C. 49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-

information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

C.50 Reserved

C.51 Reserved

C.52 Reserved

C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).
In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.54 Use of Biobased Products (FAR 52.223-1)
Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)
To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C.56 Reserved

D. TERM OF CONTRACT

This Contract is effective as of June 9, 2026, and expires June 30, 2028, but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 OHS shall provide technical assistance to Contractor.

E.2 OHS shall participate in evaluating the progress of the overall program.

E.3 OHS shall monitor Contractor on a regular basis in regard to compliance with contractual requirements.

E.4 The County agrees to establish mutually satisfactory methods for the exchange of information as may be necessary, including information regarding participants enrolled or are involved in a program which is receiving HHAP 5 funding. The exchange of information is necessary to allow each party to perform its duties and functions under this agreement, and fulfill deliverables as

outlined in Exhibit 4, HHAP Deliverable Checklist. Appropriate procedures must be adhered to, to ensure information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations. No identifying information shall be disclosed by any party for any purpose other than carrying out the disclosing party's responsibilities under this agreement, except as may be otherwise required by law.

F. FISCAL PROVISIONS

F.1 The maximum amount of *disbursement* under this Contract shall not exceed $611,041.00, as budgeted in **EXHIBIT 1 – AWARD BY CATEGORY** and shall be subject to availability of HHAP 5 funds to the County. The consideration to be paid to Contractor, as provided herein, shall be full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

F.2 The Contractor shall submit itemized monthly invoices to the County, in arrears, in a format acceptable to the County, for services performed under this Contract. Invoices must be submitted within twenty (20) working days following the end of the month in which the services were provided. All invoices will be reviewed by the County for compliance with the terms of this Contract. The County will reconcile each invoice within thirty (30) working days of receipt, or within thirty (30) working days after resolution of any billing dispute.

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.5 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

F.6 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim disbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

F.7 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which disbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well

as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations).
d. Explosion, collapse and underground hazards.
e. Personal injury.
f. Contractual liability.

g. $2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

G.11.6 Reserved

G.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

G.11.8 **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than

one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

H.3 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of five years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- **a.** Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- **b.** Discontinue disbursement to Contractor for and during the period in which Contractor is in breach, which disbursement shall not be entitled to later recovery; and/or
- **c.** Withhold funds pending duration of the breach; and/or
- **d.** Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
- **e.** Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

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

San Bernardino County
Office of Homeless Services
560 E Hospitality Lane, Suite 200
San Bernardino, CA 92415-0044

City of Redlands
35 Cajon Street, Suite 222
Redlands, CA 92373
Attn: David Rabindranath-Homeless Solutions Manager

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

K. ENTIRE AGREEMENT

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

L. ELECTRONIC SIGNATURES

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

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Marcus Dillard, Chief of Homeless Services

Dated:

City of Redlands

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Charles Duggan

(*Print or type name of person signing contract)*

Title *City Manager*

(Print or Type)

Dated:

Address *300 E State St, Suite 690*
Redlands, CA 92373

FOR COUNTY USE ONLY

Template Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Suzanne Bryant, Deputy County Counsel		
Date	Date	Date

EXHIBIT 1

HHAP-5 AWARD BY CATEGORY

AGENCY NAME: CITY OF REDLANDS

Project Component Type	Prevention & Shelter Diversion, Street Outreach, Services Coordination
Funding Costs for	Homelessness prevention, street outreach, permanent supportive housing case management, recuperative care navigation, workforce development, subcontracted service coordination, and HMIS coordination services.

Eligible Use Category	Description of Services	Population Focus	Cost	Service Unit	Number Expected to be Served
Prevention & Shelter Diversion	Trauma-informed shelter diversion and homelessness prevention services, including HUD-certified housing counseling, financial planning, budgeting assistance, landlord mediation, and housing stabilization for survivors of domestic violence and human trafficking. Services include subcontracted support for one (1) case manager, and one (1) Housing Counselor to provide direct client services, housing stabilization, and supportive case management.	Chronically Homeless, Seniors, Domestic Violence & Human Trafficking Survivors	$125,000	Individuals	50
Street Outreach	Street-based outreach and engagement, including medical assessments, CES enrollment, benefits navigation, housing referrals, and connection to interim or permanent housing. Services include subcontracted support for one (1) Outreach Navigator position to provide direct client outreach, engagement, and linkage to housing and supportive services.	Unsheltered individuals experiencing homelessness	$121,041	Individuals	100

Services Coordination	Case management and intensive case management supporting emergency shelter participants and residents of permanent supportive housing, including employment linkage, housing stabilization, and service coordination. Services include subcontracted support for three (3) Case Manager positions to provide direct client case management and supportive services.	Individuals in emergency shelter and permanent supportive housing	$365,000	Individuals	100
Total Award	**$611,041.00**				

EXHIBIT 2

FISCAL PROVISIONS

A. Method, Time, and Conditions of Payment
CONTRACTOR shall be reimbursed by COUNTY, for an amount not to exceed **$611,041.00**. Said funds shall be allocated pursuant to the Budget shown below.

Agency: City of Redlands Budget June 9, 2026 through June 30, 2028			
Eligible Use Category	**Award/Allocation**	**Service Unit**	**Average Cost per service unit**
PREVENTION AND SHELTER DIVERSION • Housing Counseling • Financial Planning • Budget Coaching • Landlord Mediation • Sub-Contractors: o Case Manager o Housing Counselor	*$125,000.00*	*50 Individuals*	*$2,500.00 Average per client enrolled*
Total for Sub-Category	**$125,000.00**		
Eligible Use Category	**Award/Allocation**	**Service Unit**	**Average Cost per Household**
STREET OUTREACH • Street Outreach o Encampment Engagement • Transportation Costs • Street Medicine • Outreach Supplies o Hygiene Kits, food and water distribution • Outreach Coordination o Medical Assessment o CES Enrollment o Benefits Navigation o Housing Referrals • Sub-Contractor: o Outreach Navigator	*$121,041.00*	*100 Individuals*	*$1,210.41 Average per client enrolled*
Total for Sub-Category	**$121,041.00**		
Eligible Use Category	**Award/Allocation**	**Service Unit**	**Average Cost per Household**
SERVICES COORDINATION • Staff and Benefits o Administrative Assistance (FTE 1.0)	*$365,000.00*	*100 Individuals*	*$3,650.00 Average per client enrolled*

○ Employment Specialist (FTE 1.0)			
• Case Management ○ Intensive Case Management			
• Project Home Key			
• Sub-Contractors: ○ (3) Case Managers			
Total for Sub-Category	**$365,000.00**		
Total HHAP Award	**$611,041.00**		

Note: The table above may be changed (without changing the Total amount) with prior written approval from OHS.

a. CONTRACTOR's expenses will only be utilized for eligible costs. CONTRACTOR shall submit Expenditure Reports of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.

b. With each Expense Report of eligible costs, CONTRACTOR shall submit:

1. All general and approved activity for eligible expenses.

2. If the required supporting documentation is not provided, COUNTY may delay disbursements until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Contract.

3. The following items shall be submitted for Case Management and Service Coordination:

   i. Cost allocation reports covering the month claimed for the HHAP-5 program.

4. The following must be submitted for employee wages and fringe benefits claimed:

   i. Employee Time and Activity Logs for each employee that includes date work was performed, description of work, notes, eligible activity, hours worked for the day, total number of hours worked related to project worked and signed by employee and supervisor.

   ii. Time sheet that details all hours worked, including holiday, vacation, sick and any other time charged to contract.

   iii. Proof of direct deposit which includes employee's full name, hourly rate, taxes, benefits, total amount that was deposited into the employee's account.

   iv. Payroll Registers for the pay periods included in the claim.

   v. Proof of payment for all fringe benefits premiums claimed for disbursement.

5. At least once per fiscal year provide:

   vi. Worker's Compensation Insurance rates for each class of employee charged to the program.

   vii. Fringe benefits premium rates with a breakdown of the employee and employer's contributions. Contractor will not be compensated for the employee's contribution to fringe benefits premiums (if applicable).

   viii. Rate of employer's contribution to employee retirement accounts (if applicable).

6. For all non-payroll related expenses submit copies of receipts, invoices, or bill expenses with disbursement for this category along with proof of payments, (i.e., copy of canceled check/EFT with bank statements or credit card) and proof that the credit card was paid, if a credit card was used.

7. The following items shall be submitted for Rapid Rehousing and Rental Assistance:

ix. Submit copies of leases, rental assistance agreements, receipts, invoices, or bill expenses with disbursement for this category along with proof of payments, (i.e., copy of canceled check/EFT with bank statements or credit card) and proof that the credit card was paid, if a credit card was used.

8. Travel expenses must be kept in a mileage log and have maps associated with each of the trips. The log should maintain a start and end vehicle mileage with the total number of miles traveled and for what purpose. All travel claimed must be associated with the HHAP-5 program.

d. All approved, complete reports submitted in a timely manner shall be processed/paid within thirty (30) calendar days.

e. All HHAP-5 funds shall be expended by the termination date of this Contract.

f. Expenditure Deadlines:

Percentage of HHAP-5 Award That Must be Expended	Milestone Deadlines
50%	364 Days after Execution of Contract
75%	183 Days Prior to the Expenditure Deadline

g. CONTRACTOR must expend:

1. No less than fifty percent (50%) of HHAP-5 funds by July 16, 2027.

2. One hundred percent (100%) of HHAP-5 funds by May 15, 2028.

3. "Expend" means all HHAP-5 funds obligated under this Contract or subcontracts have been fully paid and receipted, and no invoices remain outstanding.

   Reports submitted by the CONTRACTOR will be used to ensure that CONTRACTOR is on track to expend fifty percent (50%) of HHAP-5 funds by July 16, 2027, and one hundred percent (100%) of HHAP-5 funds by May 15, 2028. CONTRACTOR may submit a request to OHS prior to April 17, 2027, if CONTRACTOR is not on track to expend 50% of the HHAP-5 funds by July 16, 2027, proposing an alternative expenditure rate to meet the May 15, 2028, 100% expenditure deadline with justification. The Chief of Homeless Services may approve, modify, or deny such request.

   If, by December 31, 2027, CONTRACTOR has not submitted reports showing an expenditure of at least seventy five percent (75%) of the HHAP-5 funds, the remaining twenty five percent (25%) may be reallocated.

h. HHAP-5 funds may not be obligated and expended prior to the effective date of this Contract. "Obligate" means that CONTRACTOR has placed orders, entered into sub-contracts, received services, or entered into similar transactions that require payment from the Contract award.

i. All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of HHAP-5 funds must be used for HHAP-5 eligible activities. Documentation of all expenditures and

accrued interest shall be reported on the forms provided by OHS (see **EXHIBIT 8 – EXPENDITURE REPORT**).

j. Any housing-related activities funded with HHAP-5 funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

k. CONTRACTOR confirms that rental assistance will be issued directly to a property owner, or an agent authorized to act on behalf of a property owner.

l. For all programs and services for which there are sources of funds in addition to COUNTY funds as provided under this Contract, CONTRACTOR shall provide proof of such funding. CONTRACTOR must be able to account for the receipt, obligation and expenditure of funds.

    1. The COUNTY shall NOT pay for any services provided by CONTRACTOR which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

m. The COUNTY reserves the right to reduce the Contract award when the COUNTY's fiscal monitoring indicates that CONTRACTOR's rate of expenditure will result in unspent funds at the end of the Contract term or if it is determined that costs incurred are not in conformance with HHAP 5 eligible costs. Changes in the Contract award will be done after consultation with CONTRACTOR. Such changes shall be incorporated into this Contract by written amendment(s).

n. CONTRACTOR shall accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CONTRACTOR's designated checking or other bank account. CONTRACTOR shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

o. COUNTY is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on CONTRACTOR or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the COUNTY pursuant to the Contract.

p. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by COUNTY. CONTRACTOR shall not use current year funds to pay prior or future year obligations. Disbursements to Contractor are Net 30.

q. CONTRACTOR shall adhere to the COUNTY's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which disbursement is sought from the COUNTY. In addition, CONTRACTOR is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

A.1 Documentation of Costs and Other Financial Reporting

a. CONTRACTOR will be required to maintain books, records, documents, and other evidence directly related to the performance of work in accordance with Generally Acceptable Accounting Procedures. Costs shall be supported by properly executed payrolls, time records, invoices, receipts, vouchers or other official documentation, as evidence of the nature and propriety of the charges.

b. The CONTRACTOR shall retain all documentation related to the services provided and all financial records associated with this Agreement for a period of five (5) years following the termination of this contract. Such records shall be made available for inspection upon reasonable request by the COUNTY during this retention period.

c. All accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible, and upon reasonable notice, the COUNTY shall have the right to audit the records of the CONTRACTOR as they relate to the Contract and the activities and services described herein.

CONTRACTOR shall also:

1. Maintain an effective system of internal fiscal control and accountability for all HHAP-5 funds and property acquired or improved with HHAP-5 funds, and make sure the same are used solely for authorized purposes.

2. Keep a continuing record of all disbursements by date, payment method, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the CONTRACTOR's accounting records.

3. Maintain payroll, financial, and expense disbursement records for a minimum period of five (5) years after the termination of this Contract.

4. Permit inspection and audit of its records with respect to all matters authorized by this Contract by representatives of the County at any time during normal business hours and as often as necessary.

5. Inform the COUNTY concerning any funds allocated to CONTRACTOR, that the CONTRACTOR anticipates will not be expended during the term of this Contract.

6. Repay the COUNTY any funds in its possession at the time of the termination of this Contract that may be due to the COUNTY (e.g., ineligible costs, unexpended funds, etc.).

A.2 Funding

a. This Contract is valid and enforceable only if sufficient funds are made available to COUNTY by legislative appropriation. In addition, this Contract is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether Federal or those of the State, or of any agency, department, or any political subdivision of Federal or the State governments, which may affect the provisions, terms or funding of this Contract in any manner.

b. CONTRACTOR must establish and maintain effective internal controls over all funding awarded to CONTRACTOR by the COUNTY to provide reasonable assurance that CONTRACTOR complies with Federal, State, and COUNTY statutes, regulations, and terms and conditions of the Contract.

c. COUNTY may base funding for CONTRACTOR upon positive performance outcomes, which OHS will monitor throughout the year.

d. CONTRACTOR must be able to demonstrate that HHAP-5 funds were expended for eligible uses to benefit members of the Target Population.

e. Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR's program budget (see **EXHIBIT 1 – HHAP-5 AWARD BY CATEGORY**). Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

f. CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fundraising activities.

A.3 Ineligible Costs

a. HHAP-5 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of HHAP-5 and the eligible uses identified in California Health and Safety Code Sections 50218 et seq.

b. The COUNTY or the State reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Contract. If CONTRACTOR or its Subcontractors use HHAP-5 funds to pay for ineligible activities, Contractor shall be required to reimburse these funds to the COUNTY within thirty (30) days of the request.

1. An expenditure which is not authorized by this Contract, or which cannot be adequately documented, shall be disallowed and will not be reimbursed to the CONTRACTOR by COUNTY.

2. The State, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HHAP-5 funds.

3. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP-5 funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of CONTRACTOR and services or housing capacity will be lost as a result of these funds ending, HHAP-5 funds may be used to maintain the service or program and are not considered supplanting [examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as Homeless Emergency Aid Program (HEAP) grant].

A.4 Withheld Payments

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any provision of this Contract.

A.5 Disallowance

a. If CONTRACTOR receives payment under this Contract which is later disallowed by COUNTY for nonconformance with this Contract, CONTRACTOR shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY disbursement requests for subsequent HHAP-5 funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

If it is determined that a CONTRACTOR falsified any certification, RFA information, financial, or contract report, CONTRACTOR shall be required to reimburse the full amount of HHAP-5 award to COUNTY, and may CONTRACTOR be prohibited from any further participation in HHAP-5. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.6 Fiscal Accountability

a. CONTRACTOR agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for disbursement; and adhere to accounting standards established in 2 CFR Part 200.

b. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

A.7 Financial Management

a. Review, understanding, and certification that quarterly disbursement reports submitted to the COUNTY meet eligible expenses under HHAP-5 and State requirements. The COUNTY shall have no obligation to reimburse CONTRACTOR with any funds other than HHAP-5 funds the COUNTY receives from the State.

b. CONTRACTOR attests that by submitting a monthly expenditures report to OHS, it has completed all due diligence necessary and verified eligibility for HHAP-5 funding. CONTRACTOR shall be required to repay COUNTY for non-eligible expenditures that may inadvertently be processed by the COUNTY.

c. Subsequent disbursements after the first disbursement, are dependent upon CONTRACTOR properly documenting the expenses/expenditure reports to cover the previous disbursement.

A.8 Budget Changes

a. CONTRACTOR agrees that no changes shall be made to CONTRACTOR's HHAP-5 budget without first obtaining prior approval. No more than the amounts specified in **EXHIBIT 1 – HHAP-5 AWARD BY CATEGORY** may be spent for the separate cost categories specified in the budget summary. Any changes to this Contract must be requested by CONTRACTOR in writing through OHS. Changes must be approved by the COUNTY and/or the State.

A.9 Budget Amendments

a. CONTRACTOR shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments requests shall be submitted in writing through OHS. must be requested by the CONTRACTOR in writing within 180 days of the contract expiration.

b. Any budget amendment or modification that results in a cumulative change equal to or greater than twenty-five percent (25%) of the total approved Contract budget shall require prior approval by the SBC CoC Board. OHS shall submit such requests to the CoC Board and facilitate the Board's review and approval process.

A.10 Equipment and Other Property

a. All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with HHAP-5 funds received under the terms of this Contract which has a life expectancy of one (1) year or more shall be the property of the COUNTY and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by the COUNTY when the Contract is terminated. Additional terms are as follows:

    1. The purchase of any furniture or equipment which was not included in CONTRACTOR's approved budget, shall require the prior written approval of the COUNTY, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's services or activities under the terms of the Contract. The COUNTY may refuse approval for any cost resulting from such items purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from the COUNTY.

    2. Before equipment purchases made by CONTRACTOR are approved by the COUNTY, CONTRACTOR must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Contract.

    3. CONTRACTOR shall submit an inventory of equipment purchased under the terms of this Contract as part of the expenditures report for the month in which the equipment is purchased. CONTRACTOR must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, title holder, acquisition date, cost of the equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding COUNTY's capitalization threshold of $5,000 must be depreciated.

    4. No costs incurred prior to the Contract commencement date shall be eligible for reimbursement with HHAP-5 funds.

5. Upon termination of this Contract, CONTRACTOR will provide a final inventory to the COUNTY and shall at that time query the COUNTY as to requirements, including the manner and method in returning equipment to the COUNTY. Final disposition of such equipment shall be in accordance with instructions from the COUNTY.

A.11 Final Advance

Unless approved by OHS in writing, all final requests for disbursement of authorized HHAP-5 expenditure under this Grant must be submitted to OHS no later than **December 31, 2027**.

EXHIBIT 3

SCOPE OF WORK

A. GENERAL REQUIREMENTS

CONTRACTOR shall carry out the following responsibilities between **June 9, 2026,** to **June 30, 2028**:

A.1 Service Requirements

The Contractor shall administer a regional Homeless Housing, Assistance and Prevention Round 5 (HHAP-5) initiative that provides homelessness prevention, street outreach, permanent supportive housing case management, recuperative care navigation, workforce development, and Homeless Management Information System (HMIS) coordination services. Subcontractor support for Services shall prioritize seniors, survivors of human trafficking, and individuals with disabilities residing in or served within the jurisdictions of the Cities of Redlands, Loma Linda, Highland, and Yucaipa, as well as the community of Mentone. The Contractor shall implement all program activities in accordance with Housing First principles and shall ensure coordination and compliance with the Coordinated Entry System (CES) and HMIS requirements, as applicable.

Service delivery shall include subcontracted support for one (1) Case Manager and one (1) Housing Counselor for Prevention and Shelter Diversion services, one (1) Outreach Navigator for Street Outreach services, and three (3) Case Manager positions for Services Coordination. Services Coordination shall also include Contractor staff consisting of one (1.0 FTE) Administrative Assistant and one (1.0 FTE) Employment Specialist to support program administration, workforce development, and client service coordination.

Performance Measurement Requirements

Measurement	Outcome
Number of individuals served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	~ 250 Individuals
Percentage of persons exiting back into Homelessness	No more than 10%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	90%
Percentage of eligible and willing person to maintain or increase income/employment	90%

A.2 Project Detail

Project Component Type	Services
Funding Costs	Homelessness prevention, street outreach, permanent supportive housing case management, recuperative care navigation, workforce development, subcontracted service coordination, and HMIS coordination services
Population Focus	Chronically homeless individuals, seniors, human trafficking, survivors, and persons with disabilities.

A.3 Presentation of Services

CONTRACTOR shall:

a. Provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY. If administrative responsibilities are delegated to Subcontractors, the CONTRACTOR must ensure that any Subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

    1. Designate the responsible position(s) in your organization for managing the funds allocated to this program.

    2. Maximize the use of the allocated funds.

    3. Ensure timely and accurate reporting.

    4. Maintain appropriate staffing levels.

    5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.

    6. Effectively communicate and monitor the program for its success.

    7. Maintain communication between the CONTRACTOR and OHS.

    8. Act quickly to identify and solve problems.

b. Ensure that all program sites are well maintained.

c. Provide one (1) or more staff will work with the participants to apply for available housing units. The staff should work closely with any Housing Navigators working and collaborate with existing systems to ensure maximum utilization of services and reduce duplicative efforts. This includes, but is not limited to, assistance with all issues related to securing housing such as developing housing leads, identifying landlords willing to work with the population, creating suitable housing plans from available stock, working with landlords to develop positive relationships, assisting participants to be document ready for housing interviews, and assisting with transportation for housing search purposes. Staff will meet with property managers, coach residents to be successful when meeting with potential property managers and prepare them for moving into a unit. Staff may also work to develop shared housing options for residents. Staff will work in collaboration with the participant's case manager to ensure both parties are aware of one another's efforts and progress. Caseloads should be limited to fifteen (15) participants at any given time.

d. Provide one (1) or more staff will assist the participants with linkage to supportive services if participants are not connected to supportive services in order to receive needed services. Staff will also assist with all housing search activities as described above.

e. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM FTEs	
Administrative Assistant	1.0
Employment Specialist	1.0
Total FTEs	**2.0**

f. CONTRACTOR shall maintain personnel files for each staff member, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

B. PROGRAM REQUIREMENTS

Contractor shall adhere to the following:

B.1 Coordinated Entry System (CES)

a. The CES is a referral process that currently coordinates with the SBC CoC. All those participating with CES will need to apply to participate with the Homeless Management Information System (HMIS).

b. CONTRACTOR must notify the CES within 10 days of award of the HHAP-5 funding by utilizing the online 211 Registration form located at: 211 Registration Form (wufoo.com)

c. CONTRACTOR must work in collaboration with CES and SBC CoC to ensure the screening, assessment, and referral of HHAP-5 participants are consistent with the eligible uses under HHAP-5.

d. CONTRACTOR agrees to receive referrals from CES prior to providing services with the exception of individuals receiving emergency assistance. In such cases, immediate services can be provided, but individuals and/or families must be referred by Contractor to CES for assessment and prioritization within seventy-two (72) hours. CONTRACTOR understands that individuals and/or families may not be referred to CONTRACTOR and may be referred to another service provider based upon the CES assessment.

B.2 Data Reporting

a. CONTRACTOR will submit to OHS detailed reports containing information listed in **EXHIBIT 3 – SCOPE OF WORK, Section C**.

b. A report will be due forty-five (45) days after the date of expiration of this Contract or upon completion of Contract services. Reports should be submitted via File Transfer Program (FTP).

c. CONTRACTOR shall submit additional reports as required by the State or COUNTY.

B.3 Monitoring

a. The COUNTY has the right to monitor the Contract during the Contract period to ensure accuracy of expenditure reports and compliance with applicable laws and regulations.

b. CONTRACTOR agrees to furnish duly authorized representatives from the COUNTY and the State access to all financial records necessary to review or audit Contract services and to evaluate the cost, quality, and appropriateness of services.

c. If the State or the COUNTY determines that all, or any part of, the payments made by the COUNTY to CONTRACTOR pursuant hereto are not eligible expenses in accordance with this Contract, said funds will be repaid by CONTRACTOR to the COUNTY. In the event such payment is not made on demand, the COUNTY may withhold future disbursements to CONTRACTOR until such disallowances are paid by CONTRACTOR. If disallowable expenses are not reimbursed within thirty (30) days of demand, the Contract will terminate without consultation at the COUNTY's sole and absolute discretion.

d. If there is a conflict between a State audit of this Contract and a COUNTY audit of this Contract, the State audit shall take precedence.

B.4 Closeout

a. CONTRACTOR shall submit a closeout report including a narrative of the project outcomes, an inventory of all equipment and property acquired or improved by HHAP-5 funds, and a final financial report, upon termination or completion of the services specified in this Contract.

b. CONTRACTOR agrees to adhere to and comply with all the closeout procedures detailed below; including, but not limited to the following:

1. Disposition of program assets shall be determined by the COUNTY when the Contract is terminated.

2. CONTRACTOR shall submit within forty-five (45) days after the date of expiration of this Contract, all financial, performance, and other reports required by this Contract; and in addition, will cooperate in a program audit by the COUNTY.

3. Any unobligated/unexpended funds disbursed in advance to CONTRACTOR shall be returned to the COUNTY within thirty (30) days after the expiration of the Contract term, or in accordance with Section Exhibit 2, Section A.1, whichever occurs first. This obligation shall survive the termination of the Contract.

4. CONTRACTOR must account for any real and personal property acquired with HHAP-5 funds.

5. Closeout will remain pending until all requirements are met and all outstanding issues with the CONTRACTOR have been resolved to the satisfaction of the COUNTY.

B.5 Homeless Management Information System

The HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the COUNTY. CONTRACTOR must ensure that data on all persons served are entered into the countywide HMIS. HMIS is managed and operated by OHS. HMIS technical and data standards are set forth in the Final 2024 HMIS Data Standards, on file with OHS.

a. CONTRACTOR shall enter into a Memorandum of Understanding (MOU) with the HMIS Lead Agency where the CONTRACTOR agrees to share HMIS data with other HHAP-5 funded agencies, unless prohibited by law.

b. CONTRACTOR is required to work with OHS staff to ensure the timely and accurate set-up of their HMIS program profile and to ensure the HMIS program profile is setup in a manner that accurately captures the data pertinent to CONTRACTOR's program. CONTRACTOR's program profile must be setup prior to CONTRACTOR submitting their first HHAP-5 disbursement request (see **EXHIBIT 7 – HHAP-5 EXPENDITURES AND REQUEST FOR DISBURSEMENT FORM)**.

c. CONTRACTOR shall submit a copy of HMIS reports (see **EXHIBIT 5 – HMIS CLIENT DATA REPORT SAMPLE**) with the quarterly disbursement reports. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the CONTRACTOR is using a comparable database shall be delivered to the COUNTY. The contact information for the "HMIS Lead Agency" is:

Christopher Salazar, HMIS Lead
San Bernardino County
Office of Homeless Services
560 E. Hospitality Ln., Ste. 200

San Bernardino CA 92415-0044
Christopher.Salazar@hss.sbcounty.gov
Phone: 909-501-0610

d. CONTRACTOR must ensure all required data elements, as listed below, are entered into the HMIS system for HHAP-5 participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date. Failure to meet the above data inputting requirements will constitute a violation of the terms and conditions of this Contract. CONTRACTOR will be notified by OHS, and if not rectified, the Contract may be terminated at the COUNTY's sole and absolute discretion.

e. In addition to the timely entry of HMIS data, CONTRACTOR is required to enter accurate and complete data. The COUNTY will ensure CONTRACTOR adheres to Data Quality Standards, as established by HUD, and data entry requirements, as set forth in the HMIS MOU and the OHS Policy Handbook. The Data Quality Standards assess the data quality and completeness of the following Data Elements entered:

1. Client Demographic Data
    i. Name
    ii. Social Security Number
    iii. Date of Birth
    iv. Race
    v. Ethnicity
    vi. Gender
    vii. Veteran Status
2. Universal Data
    i. Disabling Condition
    ii. Project Start Date
    iii. Project Exit Date
    iv. Destination
    v. Relationship to Head of Household
    vi. Client Location
    vii. Housing Move-in Date
    viii. Living Situation
3. Common Program Specific Data Elements
    i. Income and Sources
    ii. Non-Cash Benefits

iii. Health Insurance

iv. Disability Elements

v. Physical Disability

vi. Developmental Disability

vii. Chronic Health Condition

viii. HIV/AIDS

ix. Mental Health Problem

x. Substance Abuse

xi. Domestic Violence

xii. Contact

xiii. Date of Engagement

xiv. Bed-Night Date

xv. Housing Assessment Disposition

4. Data Timeliness

i. Entry Timeliness

ii. Exit Timeliness

f. According to Data Quality Standards, CONTRACTOR is required to have a five-percent (5%) or less error rate to ensure data accuracy and less than a five-day lapse in timeliness for entry of data at time of client entry, services are rendered, and client exit. Any performance benchmarks not meeting these standards will be captured on CONTRACTOR's HMIS Data Quality Report

f. Sample (see **EXHIBIT 6 – HMIS DATA QUALITY REPORT)**. The report will be generated by CONTRACTOR and submitted quarterly with expenditure reports. OHS will review reports and data deficiencies, if any, will be identified and discussed with CONTRACTOR to determine methods to remediate and/or improve data quality scores.

g. If CONTRACTOR continues to not meet data entry and data quality benchmarks, as established by HUD and set forth in the HMIS MOU and the OHS Policy Handbook, COUNTY may terminate Contract as set forth in Section I - CORRECTION OF PERFORMANCE DEFICIENCIES.

h. CONTRACTOR agrees to provide the COUNTY and/or the State access to HMIS data collected and entered into HMIS, upon request, and to participate in any statewide data initiative as directed by the State including, but not limited to, a statewide data integration environment.

B.6 Housing First

The methodology of providing services will follow the Housing First policy. This is an approach that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to avoid returning to homelessness. HHAP-5 projects must align and comply with the core components of Housing First as defined in California Welfare and Institutions Code

Section 8255(b) (see **Exhibit 9 – CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 8255**).

B.7 Program Participant Eligibility

CONTRACTOR shall ensure that:

a. HHAP-5 participants meet the Homeless definition as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

ii. An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by Federal, State and local government programs for low-income individuals); or

iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

2. An individual or family who will imminently lose their primary nighttime residence, provided that:

i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

ii. No subsequent residence has been identified; and

iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development

(GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

4. Any individual or family who:

   i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

   ii. Has no other residence; and

   iii. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

b. HHAP-5 participants are referred by CES to CONTRACTOR.

c. CONTRACTOR coordinates program enrollment and services in collaboration with CES.

B.8 Job Training and Employment

CONTRACTOR agrees to refer HHAP-5 clients that are eligible for job training and employment services to the County of San Bernardino Workforce Development Department (WDD). Number of participants who have been referred to WDD will be reported on a quarterly basis by CONTRACTOR.

B.9 Staffing Requirements

CONTRACTOR shall provide the necessary professional staff to meet the needs of the homeless population following the Housing First model (e.g. Case managers, Clinicians, medical staff, peer advocates, employment specialists, and eligibility specialists). CONTRACTOR must have the readiness capacity to immediately perform and administer homeless efforts through HHAP-5 funding.

B.10 Non-Discrimination Requirements

CONTRACTOR and its subcontractors shall not deny the HHAP-5 contract's benefits to any Person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

CONTRACTOR shall permit access by representatives of the Civil Rights Department and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

C. HHAP-5 REPORTING REQUIREMENTS

C.1 Detailed reports

a. CONTRACTOR shall submit reports containing, at minimum, the following information:

1. Amount awarded to CONTRACTOR with activity(ies) identified.
2. Contract expenditures.
3. Unduplicated number of homeless persons and households served by HHAP-5 funds.
4. Unduplicated number of persons and households at imminent risk of homelessness served by HHAP-5 funds.
5. Number of instances of service.
6. Increases in capacity for new and existing programs.
7. Number of unsheltered homeless persons and homeless households becoming sheltered.
8. Number of homeless persons and homeless households entering permanent housing.
9. Number of homeless persons and households successfully exited from HHAP-5 (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHAP-5.
10. Number of persons and households at imminent risk of homelessness successfully exited from HHAP-5 (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHAP-5.

C.2 Reporting Breakdown by Activity

a. CONTRACTOR will provide reports with a breakdown for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Note: Counts by subpopulation will not be required in cases where that information is unavailable but is expected in cases where client information is entered in the Homeless Management Information System (HMIS).

EXHIBIT 4

HHAP MONTHLY EXPENDITURE REPORT CHECKLIST

I. General HHAP Eligible Cost

☐ 1. Staff Salaries and Benefits

- ☐Payroll Calculation Worksheet for HHAP
  - ☐Showing all calculations charged for HHAP and supports the amount specified in the expenditure report.
- ☐Paystub / Payroll Summary
- ☐Timesheet and Time Activity report indicating staff performed HHAP eligible activity
  - ☐Timesheet / Time Activity report must include:
    - ☐Employee Name
    - ☐Job title/position and description
    - ☐Time Period Covered
      - ☐Start and end dates for the reporting period (e.g., weekly, bi-weekly, or monthly)
    - ☐Daily Time Entries
      - ☐Time worked each day (in hours)
      - ☐Specific start and end times (optional but recommended for accuracy)
    - ☐Task/Activity Details
      - ☐Description of the work performed, or tasks completed
      - ☐Allocation of time to specific programs or activities
        - ☐If the employee's time is split between multiple funding sources or programs, clearly indicate the percentage or hours allocated to each program.
          - ☐Use a percentage breakdown or specific hours (e.g., 50% HHAP 1, 25% ESG, 25% HHAP 2)
            - ☐ Use a percentage breakdown for each category of HHAP
    - ☐Certification and Approval
      - ☐Employee signature and date, certifying the accuracy of the time reported.
      - ☐Supervisor or manager signature and date, approving and verifying the report.
- ☐Employee Benefits
  - ☐Employer paid benefits such as Health Insurance (Medical, Dental, Vision), Social Security and Medicare Contributions, Retirement Plans and Pension Contributions, Workers' Compensation Insurance, Paid Leave (Vacation, Sick, Holiday), Life and Disability Insurance, Fringe Benefits etc.
    - ☐Proof of employer contributions (invoices, payroll deductions)
    - ☐Bank Statement that the benefits are paid.
- ☐Proof of payment that the salary is paid
  - ☐If paystub is printed using the providers payroll system, this is acceptable as proof of payment.

☐ 2. Insurance

- ☐ Invoice or premium billing statement or official receipt from the insurance provider showing the amount paid, date, and coverage period.
- ☐ Proof of payment that the insurance is paid.

☐ 3. Mileage log (approved and signed)

- ☐ Start and End Odometer
- ☐ Activity / Purpose
- ☐ Total Mileage
- ☐ Destination
- ☐ Map

HHAP MONTHLY EXPENDITURE REPORT CHECKLIST

☐ 4. Eligible Use (HHAP Categories)

a. Rapid Rehousing (RRH)

- ☐ Complete and signed lease agreement between tenant and landlord including the copies of addendum house ins
- ☐ Rental Assistance agreement - a contract between a service provider (like a nonprofit or government agency) and a landlord. It outlines how rent payments will be made on behalf of a tenant who needs housing support. The agreement specifies the payment amount, duration, and responsibilities of both the landlord and the service provider to ensure the tenant can stay in the rental unit.
- ☐ Client eligibility documentation (Literally Homeless)
- ☐ Proof of Payment (Please see Section I item 6)

b. Prevention and Shelter Diversion

- ☐ Client eligibility documentation (risk of homelessness)
- ☐ Eviction Notice / Disconnection notice for utility bills
- ☐ Rental Assistance agreement - a contract between a service provider (like a nonprofit or government agency) and a landlord. It outlines how rent payments will be made on behalf of a tenant who needs housing support. The agreement specifies the payment amount, duration, and responsibilities of both the landlord and the service provider to ensure the tenant can stay in the rental unit.
- ☐ Proof of Payment (Please see Section I item 6)

c. Operating Subsidies

- ☐ Operating expenses are aligned with the scope of work in the contract.
- ☐ Monthly expense reports / General Ledger (utilities, maintenance costs, operating expense)
- ☐ Invoices / receipts
- ☐ Proof of Payment (Please see Section I item 6)

d. Street Outreach

- ☐ Log of street outreach activities (date, location, staff involved)
- ☐ Intake forms for clients engaged
- ☐ Expense receipts for supplies and transportation (e.g., fuel, public transport)
- ☐ Proof of Payment (Please see Section I item 6)

e. Service Coordination

- ☐ Client intake and assessment forms
- ☐ Documentation of services provided (case notes, service plans)
- ☐ Receipts for any client-related expenses (transport, supplies)
- ☐ TARs for coordinators and case managers

☐ Salary and benefits documentation for service coordination staff

☐ Proof of Payment (Please see Section I item 6)

HHAP MONTHLY EXPENDITURE REPORT CHECKLIST

f. Systems Support

☐ Proof of system implementation (software invoices, maintenance records)

☐ Invoices and payment proof for administrative expenses

☐ TARs for staff managing the system or providing oversight

g. Permanent Housing

☐ Complete and signed lease agreement between tenant and landlord including the copies of addendum house ins

☐ Rental Assistance agreement - a contract between a service provider (like a nonprofit or government agency) and a landlord. It outlines how rent payments will be made on behalf of a tenant who needs housing support. The agreement specifies the payment amount, duration, and responsibilities of both the landlord and the service provider to ensure the tenant can stay in the rental unit.

☐ Client eligibility documentation (Literally Homeless)

☐ Lease agreements for clients housed under permanent housing

☐ Assessment forms

☐ Payment records for rent, utilities, and other housing expenses

☐ Staff involved in Permanent Housing (please see section II item 1.

☐ Proof of Payment (Please see Section I item 6)

h. Interim Sheltering

☐ Client intake forms and eligibility documentation

☐ Shelter occupancy logs and proof of client stay

☐ Invoice and proof of payment (Please see Section I item 6)

☐ Staff involved in Interim Sheltering (please see section II item 1.

i. Emergency Shelters

☐ Client intake and assessment forms

☐ Occupancy records showing duration of client stay

☐ Invoice and proof of payment (Please see Section I item 6)

☐ Staff involved in Emergency Shelter (please see section II item 1).

j. Homelessness Youth Set Aside

☐ Client intake and assessment forms

☐ Occupancy records showing duration of client stay

☐ Invoice and proof of payment (Please see Section I item 6)

☐ Staff involved in Homelessness Youth Set Aside (please see section II item 1

EXHIBIT 5

HMIS CLIENT DATA REPORT SAMPLE

Program Roster Report | SAMPLE | Agency Name

Active within 06/01/2023 thru 06/30/2023

Housing Move-in: Undefined = Unknown HoH or adjusted Move-in is Null, = Non PH Project, **A:** Assessments, **S:** Services, **CN:** Case Notes
You can find more information about adjusted Move-In Date at the Help Center Article
Head of Household (HoH) Unique Identifiers are listed in bold text. Household members are grouped together with the HoH.

Client	Unique Identifier	Birth Date	Age At Entry	Current Age	Enroll Date	Exit Date	LOS	Housing Move-in	A	S	CN	Assigned Staff
Program: Sample Project Name												
Client 1	**ABC12345**	99/99/9999	43	45	09/30/2021	-	639	undefined	1	0	0	A. Admin
Client 2	**DEF12345**	11/11/1111	57	66	07/11/2014	-	3,277	07/11/2014	10	0	0	A. Admin
Client 3	**GHI12345**	22/22/2222	47	56	08/15/2014	-	3,242	08/15/2014	10	0	0	A. Admin
Client 4	**JKL12345**	33/33/3333	23	26	04/03/2020	-	1,184	undefined	5	0	0	A. Admin
Client 5	**MNO12345**	44/44/4444	36	48	03/08/2011	-	4,498	03/08/2011	13	0	0	A. Admin
Client 6	**PQR11111**	66/66/6666	47	61	03/10/2010	-	4,861	03/10/2010	11	0	0	A. Admin
Client 7	STU12345	55/55/5555	53	64	05/05/2012	-	4,074	05/05/2012	12	0	0	A. Admin
Client 8	**VWX22222**	77/77/7777	53	56	12/30/2019	-	1,279	12/30/2019	4	0	0	A. Admin
Client 9	**YZ123456**	88/88/8888	55	58	11/24/2020	-	949	undefined	3	0	0	A. Admin
Client 10	**BAC11111**	-	-	-	05/10/2023	-	52	undefined	0	0	0	A. Admin
Client 11	**CAD22222**	10/10/1010	60	60	05/18/2023	-	44	05/18/2023	0	0	0	A. Admin

Number of Enrollments: 11

Number of Unique Clients: 11

Number of Households: 10

Tue Aug 1 09:15:38 AM 2023

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Powered By CLARITY HUMAN SERVICES

EXHIBIT 6

HMIS DATA QUALITY REPORT SAMPLE

HMIS Data Quality Report [FY 2023]

Agency Name
CoC Category Filter: Agency CoC
Date Range: 10/01/2022 thru 06/30/2023

Q3. Universal Data Elements

Program Applicability: All Projects

Data Element	Error Count	% of Error Rate
Veteran Status (3.7)	0	0%
Project Start Date (3.10)	0	0%
Relationship to Head of Household (3.15)	0	0%
Client Location (3.16)	0	0%
Disabling Condition (3.8)	0	0%

Q4. Income and Housing Data Quality

Program Applicability: All Projects

Data Element	Error Count	% of Error Rate
Destination (3.12)	1	0.12%
Income and Sources (4.2) at Start	0	0%
Income and Sources (4.2) at Annual Assessment	0	0%
Income and Sources (4.2) at Exit	0	0%
Non-Cash Benefits (4.3) at Start	0	0%
Non-Cash Benefits (4.3) at Annual Assessment	0	0%
Non-Cash Benefits (4.3) at Exit	0	0%

Q5. Chronic Homeless

Program Applicability: ES, SH, Street Outreach, TH & PH(All)

Starting into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate Date started (3.9.17.3) Missing	Number of times (3.9.17.4) DK/R/missing	Number of months (3.9.17.5) DK/R/missing	% of records unable to calculate
ES, SH, Street Outreach	0			0	0	0	0%
TH	0	0	0	0	0	0	0%
PH (all)	512	0	0	0	0	0	0%
Total	512						0%

Q6. Timeliness Program Applicability: All Projects		
Time for Record Entry	Number of Project Start Records	Number of Project Exit Records
0 days	518	634
1-3 days	352	81
4-6 days	33	49
7-10 days	4	22
11+ days	12	37

Q7. Inactive Records: Street Outreach and Emergency Shelter Program Applicability: Street Outreach & ES-Night By Night			
Data Element	# of Records	# of Inactive Records	% of Inactive Records
Contact (Adults and Heads of Household in Street Outreach or ES-NbN)	0	0	0%
Bed Night (All clients in ES-NbN)	0	0	0%

Programs Included in Dataset

Agency	Program Name

EXHIBIT 7

DISBURSEMENT REQUEST

HOMELESS HOUSING ASSISTANCE AND PREVENTION PROGRAM - DISBURSEMENT REQUEST					
Agency:				County Use Only	
Address:					
Project Name:		Date of Request:			
				CONTRACT AMOUNT	
Contract Number:		Service Date From:	Service Date To:	DISBURSEMENTS	
				SUBTOTAL	$ -
Contract Period:				AMOUNT APPROVED	
Region:		Request Number:		CONTRACT BALANCE	$ -

FUNDING REQUEST SUMMARY					
Contract Amount	Interest Accrued (Cumulative)	Current Funding Request	Prior Requests	Cumulative Funding Requests	Balance Remaining
		$ -	$ -	$ -	$ -

Provide a complete explanation below for each the following:

1. How Agency will use requested funding.
   Use Funding Request - Expenditures and Funding Request - Number Served forms to breakdown expenditures and number served by Activity.
2. If amount requested is more or less than the quarterly amount, why.
3. If the current request is less than three (3) months since the prior request, why.
4. Add any other explanation(s) pertinent to this funding request (e.g., why no funding requested).

I CERTIFY THAT, (a) the County of San Bernardino, as grantee of HHAP, has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Part 200: (c) all applicable provisions under the terms of the contract agreement and grant regulations have been complied with; (d) all applicable laws have been complied with, and (e) I understand I may be required to repay the County or HUD for ineligible expenses inadvertently approved for reimbursement.

PREPARED BY (signature):	PHONE #:	APPROVED BY (signature):	PHONE #:
Print Name:	Date:	Print Name:	Date:

The Homeless Housing Assistance & Prevention Program - Funding Request form must be approved by an authorized signature.

COUNTY USE ONLY			
Audited By (signature):	Date:	Approved by (signature):	Date:
Print Name:		Print Name:	

EXHIBIT 8

EXPENDITURE REPORT

HOMELESS HOUSING, ASSISTANCE and PREVENTION PROGRAM (HHAP) - MONTHLY EXPENDITURES REPORT					
Agency:				COUNTY USE ONLY	
Contract #				TOTAL EXPEDITURES	
Project Name:		Month/Year:	Invoice #:		
				INELIGIBLE EXPEDITURES	
		Service Date From:	Service Date To:		
				TOTAL ELIGIBLE EXPEDITURES	
Contract Period:	09/13/2023-08/31/2024			$ -	
SUMMARY					
Contract Amount	Interest Accrued (Cumulative)	Current Month Expenditures	Prior Expenditures	Cumulative Expenditures	Balance Remaining
$ -		$ -	$ -	$ -	$ -
I CERTIFY THAT, (a) all applicable provisions under the terms of the contract and the Homeless Housing, Assistance and Preventon Program regulations (CA Health and Safety Code 50210 - 50215) have been complied with; (b) all applicable laws have been complied with; and (c) I understand I may be required to repay the County of San Bernardino for ineligible expenditures or ineligible payments inadvertently approved for disbursement.					
PREPARED BY (signature):		PHONE #	APPROVED BY (signature):		PHONE #:
PRINT NAME AND DATE:			PRINT NAME AND DATE:		
I CERTIFY THAT, (a) the County of San Bernardino, as grantee of HHAP, has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Part 200: (c) all applicable provisions under the terms of the contract agreement and grant regulations have been complied with; (d) all applicable laws have been complied with, and (e) I understand I may be required to repay the County or HUD for ineligible expenses inadvertenly approved for reimbursement.					
COUNTY USE ONLY					
Audited By (signature):		Date:	Verified By (signature):		Date:
Print Name:			Print Name:		
Approved By (signature):				Date:	
Print Name:					

EXHIBIT 9

CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 8255

State of California
WELFARE AND INSTITUTIONS CODE
Section 8255

8255.

For purposes of this chapter:

(a) “Council” means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council established pursuant to Section 8257.

(b) “Core components of Housing First” means all of the following:

(1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

(2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”

(3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

(4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.

(5) Participation in services or program compliance is not a condition of permanent housing tenancy.

(6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California’s Civil, Health and Safety, and Government codes.

(7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

(8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first-serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants’ lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

(c) “Homeless” has the same definition as that term is defined in Section 91.5 of Title 24 of the Code of Federal

(d) (1) “Housing First” means the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.

(2) (A) “Housing First” includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient in accessing permanent housing and in securing longer term rental assistance, income assistance, or employment.

(B) For time-limited, supportive services programs serving homeless youth, programs should use a positive youth development model and be culturally competent to serve unaccompanied youth under 25 years of age. Providers should work with the youth to engage in family reunification efforts, where appropriate and when in the best interest of the youth. In the event of an eviction, programs shall make every effort, which shall be documented, to link tenants to other stable, safe, decent housing options. Exit to homelessness should be extremely rare, and only after a tenant refuses assistance with housing search, location, and move-in assistance.

(e) “State programs” means any programs a California state agency or department funds, implements, or administers for the purpose of providing housing or housing-based services to people experiencing homelessness or at risk of homelessness, with the exception of federally funded programs with requirements inconsistent with this chapter.

(f) “Council staff” means the individuals who work for the California Interagency Council on Homelessness and who are overseen by the executive officer of the California Interagency Council on Homelessness.

(g) “Executive council” means the California Interagency Executive Council on Homelessness created pursuant to Section 8257 and consisting of the members identified in subdivision (c) of Section 8257.

(Effective July 5, 2025.)

EXHIBIT 10

ANTI- LOBBYING CERITIFICATION

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

5. The Contractor, *City of Redlands*, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

Charles Duggan, City Manager
Name and Title of Contractor's Authorized Official

_____
Date

ATTEST:

_____
Jeanne Donaldson, City Clerk

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 10/22/25

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Homless Solutions

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
pecial Contractual Service	200120	6710	TBD	611041.00
				$ 611041

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
State Grant	200120	4410	TBD	611041.011
				$ 611041.011

JUSTIFICATION: Acceptance of the HHAp-5 grant funds from the County of San Bernardino for t
Emergency Shelter, and Outreach Services

Requested By: Charles Duggan
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

560 East Hospitality Lane, Suite 200, San Bernardino, CA 92415-0052 | Phone: 909.501.0600 Fax: 909.501.0646
www.SBCounty.gov

SAN BERNARDINO COUNTY

Office of Homeless Services

Diane Rundles
Assistant Executive Officer

Derek Armstrong
Deputy Executive Officer

Marcus Dillard
Chief of Homeless Services

June 10, 2026

David Rabindranath
City of Redlands
35 Cajon Street
Redlands, CA 92373

SUBJECT: Notice of Intent to Award for Request for Application No. OHS02-24-2026 Homeless Housing, Assistance and Prevention (HHAP) Program – Round 5 Regional Funding Opportunity (West Valley, Central Valley, Mountains, High Desert, East Desert, Youth Set-Aside)

Dear Agency:

We are pleased to inform you that the San Bernardino City & County CoC has adopted the funding recommendations for the Central Region and your agency has been recommended to receive HHAP-5 funding in the amount of $611,041.00.

This award is tentative and conditional upon completion of contract negotiations.

If you have any questions, please contact the Office of Homeless Services at 909-501-0610.

Sincerely,

Christopher Salazar, Housing Administrative Manager
Office of Homeless Services

cc: Marcus Dillard

BOARD OF SUPERVISORS
Col. Paul Cook (Ret.) Vice Chairman, First District | Jesse Armendarez Second District | Dawn Rowe Chair, Third District | Curt Hagman Fourth District | Joe Baca, Jr. Fifth District
Luther Snoke Chief Executive Officer

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

Contract Number

SAP Number

Office of Homeless Services

Department Contract Representative	Marcus Dillard
Telephone Number	909-501-0610
Contractor	City of Redlands
Contractor Representative	Charles Duggan
Telephone Number	(909) 798-7510
Contract Term	June 9, 2026 – June 30, 2028
Original Contract Amount	$611,041.00
Amendment Amount	N/A
Total Contract Amount	$611,041.00
Cost Center	6210002901
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino City and County Continuum of Care (SBC CoC) has been allocated funds by the State of California Interagency Council on Homelessness, in partnership with the Department of Housing and Community Development within the Business, Consumer Services and Housing Agency, hereinafter called State, under the Homeless Housing, Assistance and Prevention Round 5 (HHAP-5) Program authorized pursuant to Section 17 of Assembly Bill 129 (Chapter 40, Statutes of 2023; Health and Safety Code § 50230, et seq.), which was signed into law by Governor Gavin Newsom on July 10, 2023; and

WHEREAS, the San Bernardino County (County) Office of Homeless Services, hereinafter referred to as OHS, is the Administrative Entity authorized to act on behalf of the County to administer HHAP-5 as designated by the SBC CoC, the eligible recipient of HHAP-5 funding; and

WHEREAS, the County conducted a competitive process to find City of Redlands (Contractor) to provide these services, and

WHEREAS, the County finds Contractor qualified to provide Homeless Prevention Shelter Diversion, Street Outreach, and Service Coordination; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

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ATTACHMENTS

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EXHIBIT 10 - ANTI- LOBBYING CERITIFICATION

A. DEFINITIONS

A.1 Administrative Entity: A unit of general-purpose local government (city, county, or a city that is also a county) or nonprofit organization that has (1) previously administered federal Department of Housing and Urban Development (HUD) Continuum of Care (CoC) funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations, and (2) been designated by the CoC to administer program funds.

A.2 Case Management: The coordination of community-based services by a professional team to ensure individuals receive quality support tailored to their unique setbacks or ongoing challenges, helping them progress toward stability and recovery. In addition, it can be defined as a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet a client's overall needs.

A.3 Reserved

A.4 Contractor: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.

A.5 Coordinated Entry System (CES): The CES is a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

A.6 Emergency Aid: Any urgent and immediate services, which include housing that will be provided to homeless individuals. Broad categories of uses include, but are not limited to, shelters, shelter beds, public toilets, shower facilities, tiny-shed homes, etc.

A.7 Emergency Shelter: Housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person as defined in subdivision (e) of Section 50801 of the Health and Safety Code.

A.8 General Service Area: The geographically defined area where a service entity provides outreach and direct services to homeless people.

A.9 Homeless: The same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, ***e.g.,*** family, friends,

faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, ***e.g.,*** family, friends, and faith-based or other social networks, to obtain other permanent housing.

A.10 **Homeless Management Information System (HMIS):** A web-enabled database used by homeless service providers to capture information about the San Bernardino County persons they serve. The database tracks services provided to homeless individuals and families by the collaborative agencies. Services tracked include: emergency, transitional, and permanent housing bed usage, employment, veteran's status, as well as referrals to health and human service providers, or other relevant supportive service agencies. As required by the U.S. Department of Housing and Urban Development, the Continuum of Care utilizes the captured information to make informed decisions in planning, homeless advocacy, and policy development that result in target services. HMIS also includes that use of a comparable database by a victim services provider or legal services provider that is permitted under Part 576 of Title 24 of the Code of Federal Regulations.

A.11 **Homeless Youth:** An unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act [42 U.S.C. Sec. 11434a(2)]; includes unaccompanied youth who are pregnant or parenting.

A.12 **Housing First**: has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

A.13 **Housing Search and Placement:** Services to assist clients to locate, secure, and navigate the rental market. Housing Search and Placement activities include, but are not limited to, unit identification, unit inspection, determining rent reasonableness, contracts, advocating for households, landlord/tenant mediation, and any other housing requirements.

A.14 **Navigation Center:** A Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

A.15 **Office of Homeless Services (OHS):** The lead agency for the San Bernardino County Continuum of Care (SBC CoC). The SBC CoC coordinates services with the San Bernardino County Homeless Partnership consisting of community and faith-based organizations, educational institutions, non-profit organizations, private industry, and Federal, State and local governments. OHS is the Administrative Entity for the HUD Continuum of Care Homeless Assistance Grant, and serves as the coordinator and administrator for grant submissions to the State Homeless Coordinating Finance Council, with focused administrative effort to support people experiencing or at risk of homelessness and the connections to housing, supportive services, case management, and mainstream services to assist with housing stability and self-sufficiency. OHS now serves as the administrator of the Housing Homelessness Incentive Program contract, taking over this responsibility from the Community Development and Housing Department (CDH). OHS coordinates HHAP-5 services on behalf of the County and oversees contractor performance, compliance, and reporting. OHS and County are used interchangeably in this Agreement.

A.16 **Permanent Housing** – A structure or set of structures with subsidized or unsubsidized rental housing units subject to applicable landlord-tenant law, with no limit on length of stay and no requirement to participate in supportive services as a condition of access to or continued occupancy in the housing. Permanent Housing includes Permanent Supportive Housing.

A.17 **Permanent Supportive Housing (PSH):** Low-barrier permanent housing with services. The type of services depends on the needs of the residents. Services may be short-term, sporadic, or ongoing indefinitely. PSH units are for individuals and families who are homeless or chronically homeless. PSH is housing combined with services, which may include mental health and health services, drug and alcohol treatment, education and job training.

A. 18 **Personally Identifiable Information (PII)** – Any representation of information that permits the identity of an individual to whom the information applies, to be reasonably inferred by either direct or indirect means.

A.19 **Point-in-Time Count (PITC):** means the most recently available point-in time count data as reflected in the Annual Homeless Assessment Report released by the United States Department of Housing and Urban Development.

A.20 **Program:** The Homeless Housing, Assistance, and Prevention Program Round 5, is a state-funded initiative designed to support local jurisdictions and community partners in addressing homelessness through coordinated, data-driven strategies.

A.21 **Rapid Re-Housing (RRH):** An intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Using the Housing First model, move families and individuals into permanent affordable housing as quickly as possible with minimal barriers, assist with move-in costs such as security and utility deposits and short-medium term declining rental subsidies, and provide intensive social services while families or individual's stability and equip them with skills and resources they need to sustain and thrive in housing and avoid future homelessness.

A.22 **San Bernardino City and County Continuum of Care (SBC CoC):** The group organized to carry out the responsibilities required under this part and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing

developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate. Provides leadership in creating a comprehensive countywide network of service delivery to homeless individuals and families and those at-risk of becoming homeless.

A.23 **San Bernardino City and County Continuum of Care (CoC) Service Providers:** A network of Community Based Organization partnered with the SBC CoC to provide services to homeless individuals and families.

A.24 **San Bernardino City and County Continuum of Care (SBC CoC) Board:** The policy making body for the San Bernardino County Homeless Partnership. SBC CoC Board works to ensure that the recommendations listed in the County's 10-Year Strategy to End Homelessness are realized. SBC CoC Membership is composed of elected officials, state and local representatives, community and faith-based organizations, and corporate advocates.

A.25 **Subcontractor:** An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor, who is performing services on behalf of Contractor, under a separate contract with or on behalf of Contractor.

A.26 **Target Population**: Any person who is Homeless as defined in this Agreement.

A.27 **Transitional Housing**: A short-term, service-oriented housing program that provides temporary residential stability and intensive support to help people experiencing homelessness successfully transition into permanent housing.

A.28 **United States Department of Housing and Urban Development (HUD):** A Federal agency established in 1965, HUD's mission is to increase homeownership, support community development, and increase access to affordable housing free from discrimination. To fulfill this mission, HUD will embrace high standards of ethics, management and accountability and forge new partnerships, particularly with faith-based and community organizations, that leverage resources and improve HUD's ability to be effective on the community level.

A.29 **Youth Set-Aside:** The minimum requirement that at least 10% of HHAP 5 funds be used for housing and services that directly serve homeless youth ages 12-24, including pregnant or parenting youth, in compliance with HHAP 5 eligible uses and reporting requirements.

B. CONTRACTOR RESPONSIBILITIES

B.1 The project description for services to be provided by Contractor under this Contract are identified in **Exhibit 3 - SCOPE OF WORK.**

B.2 Contractor shall be in compliance with all applicable Federal, State, and local laws, required to perform this Contract. Contractor shall be required to repay the County in the event of non-compliance with any applicable law if the County is required to repay any amount of funds to the State as a result of Contractor's non-compliance.

B.3 Contractor and its Subcontractors shall perform the work in accordance with Federal, State and local housing and building codes, as applicable.

B.4 Contractor shall be responsible to accomplish the levels of performance as set forth in **EXHIBIT 1 – HHAP-5 AWARD BY CATEGORY** for the services outlined in **EXHIBIT 2 – FISCAL PROVISIONS** and report such measures quarterly to the County with each monthly expenditure report as directed in **EXHIBIT 3 – SCOPE OF WORK**. The County will review Contractor performance to assess expenditure and performance progress. If Contractor is not meeting expenditure and performance measures, the County will work with Contractor to identify strategies and remediate performance issues.

B.5 Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract or receiving PII data as outlined in this contract, comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at http://hss.sbcounty.gov/Privacy prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at http://hss.sbcounty.gov/Privacy are hereby incorporated by this reference.

B.6 Contractor's obligation to the County shall not end until all closeout requirements are completed. Activities during closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent funds, and accounts receivable to the County), and determining the custodianship of records.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

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

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

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

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The *Chief of Homeless Services* of his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires

Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

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

C.22 Legality and Severability

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

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

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

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 Reserved

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate

Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

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

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

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

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense

of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

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

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also

reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Reserved

C.45 Reserved

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars ($1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 Reserved

C.48 Reserved

C. 49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain

from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

C.50 Reserved

C.51 Reserved

C.52 Reserved

C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).
In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.54 Use of Biobased Products (FAR 52.223-1)
Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)
To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C.56 Reserved

D. TERM OF CONTRACT

This Contract is effective as of June 9, 2026 and expires June 30, 2028, but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 OHS shall provide technical assistance to Contractor.

E.2 OHS shall participate in evaluating the progress of the overall program.

E.3 OHS shall monitor Contractor on a regular basis in regard to compliance with contractual requirements.

E.4 The County agrees to establish mutually satisfactory methods for the exchange of information as may be necessary, including information regarding participants enrolled or are involved in a program which is receiving HHAP 5 funding. The exchange of information is necessary to allow each party to perform its duties and functions under this agreement, and fulfill deliverables as outlined in Exhibit 4, HHAP Deliverable Checklist. Appropriate procedures must be adhered to, to ensure information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations. No identifying information shall be disclosed by any party for any purpose other than carrying out the disclosing party's responsibilities under this

agreement, except as may be otherwise required by law.

F. FISCAL PROVISIONS

F.1 The maximum amount of *disbursement* under this Contract shall not exceed $611,041.00, as budgeted in **EXHIBIT 1 – AWARD BY CATEGORY** and shall be subject to availability of HHAP 5 funds to the County. The consideration to be paid to Contractor, as provided herein, shall be full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

F.2 The Contractor shall submit itemized monthly invoices to the County, in arrears, in a format acceptable to the County, for services performed under this Contract. Invoices must be submitted within twenty (20) working days following the end of the month in which the services were provided. All invoices will be reviewed by the County for compliance with the terms of this Contract. The County will reconcile each invoice within thirty (30) working days of receipt, or within thirty (30) working days after resolution of any billing dispute.

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.4 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

F.5 Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

F.6 Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim disbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

F.7 Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which disbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any

insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.
b. Products and completed operations.
c. Broad form property damage (including completed operations).
d. Explosion, collapse and underground hazards.
e. Personal injury.
f. Contractual liability.
g. $2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

G.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million ($1,000,000) and two million ($2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million ($1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

G.11.6 Reserved

G.11.7 **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

G.11.8 **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

H.2 Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

H.3 All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of five years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or

b. Discontinue disbursement to Contractor for and during the period in which Contractor is in breach, which disbursement shall not be entitled to later recovery; and/or

c. Withhold funds pending duration of the breach; and/or

d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or

e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

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

San Bernardino County
Office of Homeless Services
560 E Hospitality Lane, Suite 200
San Bernardino, CA 92415-0044

City of Redlands
35 Cajon Street, Suite 222
Redlands, CA 92373
Attn: David Rabindranath-Homeless Solutions Manager

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

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive

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

L. ELECTRONIC SIGNATURES

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

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Marcus Dillard, Chief of Homeless Services

Dated:

City of Redlands

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Charles Duggan

(*Print or type name of person signing contract)*

Title *City Manager*

(Print or Type)

Dated:

Address *300 E State St, Suite 690*
Redlands, CA 92373

FOR COUNTY USE ONLY

Template Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Suzanne Bryant, Deputy County Counsel		
Date	Date	Date

EXHIBIT 1

HHAP-5 AWARD BY CATEGORY

AGENCY NAME: CITY OF REDLANDS

Project Component Type	Prevention & Shelter Diversion, Street Outreach, Services Coordination
Funding Costs for	Homelessness prevention, street outreach, permanent supportive housing case management, recuperative care navigation, workforce development, subcontracting service coordination, and HMIS coordination services.

Eligible Use Category	Description of Services	Population Focus	Cost	Service Unit	Number Expected to be Served
Prevention & Shelter Diversion	Trauma-informed shelter diversion and homelessness prevention services, including HUD-certified housing counseling, financial planning, budgeting assistance, landlord mediation, and housing stabilization for survivors of domestic violence and human trafficking. Services include subcontracted support for one (1) case manager, and one (1) Housing Counselor to provide direct client services, housing stabilization, and supportive case management.	Chronically Homeless, Seniors, Domestic Violence & Human Trafficking Survivors	$125,000	Individuals	50
Street Outreach	Street-based outreach and engagement, including medical assessments, CES enrollment, benefits navigation, housing referrals, and connection to interim or permanent housing. Services include subcontracted support for one (1) Outreach Navigator position to provide direct client outreach, engagement, and linkage to housing and supportive services.	Unsheltered individuals experiencing homelessness	$121,041	Individuals	100

Services Coordination	Case management and intensive case management supporting emergency shelter participants and residents of permanent supportive housing, including employment linkage, housing stabilization, and service coordination. Services are provided by one (1) Administrative Assistance, one (1) Employment Specialist, and subcontracted services for three (3) Case Manager positions to provide direct client case management and supportive services.	Individuals in emergency shelter and permanent supportive housing	$365,000	Individuals	100
Total Award	**$611,041.00**				

EXHIBIT 2

FISCAL PROVISIONS

A. Method, Time, and Conditions of Payment
CONTRACTOR shall be reimbursed by COUNTY, for an amount not to exceed **$611,041.00**. Said funds shall be allocated pursuant to the Budget shown below.

Agency: City of Redlands Budget June 9, 2026 through June 30, 2028			
Eligible Use Category	**Award/Allocation**	**Service Unit**	**Average Cost per service unit**
PREVENTION AND SHELTER DIVERSION • Housing Counseling • Financial Planning • Budget Coaching • Landlord Mediation • Sub-Contractors: o Case Manager o Housing Counselor	*$125,000.00*	*50 Individuals*	*$2,500.00 Average per client enrolled*
Total for Sub-Category	**$125,000.00**		
Eligible Use Category	**Award/Allocation**	**Service Unit**	**Average Cost per Household**
STREET OUTREACH • Street Outreach o Encampment Engagement • Transportation Costs • Street Medicine • Outreach Supplies o Hygiene Kits, food and water distribution • Outreach Coordination o Medical Assessment o CES Enrollment o Benefits Navigation o Housing Referrals • Sub-Contractor: o Outreach Navigator	*$121,041.00*	*100 Individuals*	*$1,210.41 Average per client enrolled*
Total for Sub-Category	**$121,041.00**		

Eligible Use Category	Award/Allocation	Service Unit	Average Cost per Household
SERVICES COORDINATION • Staff and Benefits o Administrative Assistance (FTE 1.0) o Employment Specialist (FTE 1.0) • Case Management o Intensive Case Management • Project Home Key • Sub-Contractors: o (3) Case Managers	*$365,000.00*	*100 Individuals*	*$3,650.00 Average per client enrolled*
Total for Sub-Category	**$365,000.00**		
Total HHAP Award	**$611,041.00**		

Note: The table above may be changed (without changing the Total amount) with prior written approval from OHS.

a. CONTRACTOR's expenses will only be utilized for eligible costs. CONTRACTOR shall submit Expenditure Reports of eligible costs on a monthly basis no later than thirty (30) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.

b. With each Expense Report of eligible costs, CONTRACTOR shall submit:

1. All general and approved activity for eligible expenses.

2. If the required supporting documentation is not provided, COUNTY may delay disbursements until the documentation is received by COUNTY. COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Contract.

3. The following items shall be submitted for Case Management and Service Coordination:

i. Cost allocation reports covering the month claimed for the HHAP-5 program.

4. The following must be submitted for employee wages and fringe benefits claimed:

i. Employee Time and Activity Logs for each employee that includes date work was performed, description of work, notes, eligible activity, hours worked for the day, total number of hours worked related to project worked and signed by employee and supervisor.

ii. Time sheet that details all hours worked, including holiday, vacation, sick and any other time charged to contract.

iii. Proof of direct deposit which includes employee's full name, hourly rate, taxes, benefits, total amount that was deposited into the employee's account.

iv. Payroll Registers for the pay periods included in the claim.

v. Proof of payment for all fringe benefits premiums claimed for disbursement.

5. At least once per fiscal year provide:

vi. Worker's Compensation Insurance rates for each class of employee charged to the program.

vii. Fringe benefits premium rates with a breakdown of the employee and employer's contributions. Contractor will not be compensated for the employee's contribution to fringe benefits premiums (if applicable).

viii. Rate of employer's contribution to employee retirement accounts (if applicable).

6. For all non-payroll related expenses submit copies of receipts, invoices, or bill expenses with reimbursement for this category along with proof of payments, (i.e., copy of canceled check/EFT with bank statements or credit card) and proof that the credit card was paid, if a credit card was used.

7. The following items shall be submitted for Rapid Rehousing and Rental Assistance:

ix. Submit copies of leases, rental assistance agreements, receipts, invoices, or bill expenses with reimbursement for this category along with proof of payments, (i.e., copy of canceled check/EFT with bank statements or credit card) and proof that the credit card was paid, if a credit card was used.

8. Travel expenses must be kept in a mileage log and have maps associated with each of the trips. The log should maintain a start and end vehicle mileage with the total number of miles traveled and for what purpose. All travel claimed must be associated with the HHIP program.

d. All approved, complete reports submitted in a timely manner shall be processed/paid within thirty (30) calendar days.

e. All HHAP-5 funds shall be expended by the termination date of this Contract.

f. Expenditure Deadlines:

Percentage of HHAP-5 Award That Must be Expended	Milestone Deadlines
50%	364 Days after Execution of Contract
75%	183 Days Prior to the Expenditure Deadline

g. CONTRACTOR must expend:

1. No less than fifty percent (50%) of HHAP-5 funds by July 16, 2027.

2. One hundred percent (100%) of HHAP-5 funds by May 15, 2028.

3. "Expend" means all HHAP-5 funds obligated under this Contract or subcontracts have been fully paid and receipted, and no invoices remain outstanding.

Reports submitted by the CONTRACTOR will be used to ensure that CONTRACTOR is on track to expend fifty percent (50%) of HHAP-5 funds by July 16, 2027, and one hundred percent (100%) of HHAP-5 funds by May 15, 2028. CONTRACTOR may submit a request to OHS prior to April 17, 2027, if CONTRACTOR is not on track to expend 50% of the HHAP-5 funds by July 16, 2027, proposing an alternative expenditure rate to meet the May 15, 2028, 100% expenditure deadline with justification. The Chief of Homeless Services may approve, modify, or deny such request.

If, by December 31, 2027, CONTRACTOR has not submitted reports showing an expenditure of at least seventy five percent (75%) of the HHAP-5 funds, the remaining twenty five percent (25%) may be reallocated.

h. HHAP-5 funds may not be obligated and expended prior to the effective date of this Contract. "Obligate" means that CONTRACTOR has placed orders, entered into sub-contracts, received services, or entered into similar transactions that require payment from the Contract award.

i. All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of HHAP-5 funds must be used for HHAP-5 eligible activities. Documentation of all expenditures and accrued interest shall be reported on the forms provided by OHS (see **EXHIBIT 8 – EXPENDITURE REPORT**).

j. Any housing-related activities funded with HHAP-5 funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).

k. CONTRACTOR confirms that rental assistance will be issued directly to a property owner, or an agent authorized to act on behalf of a property owner.

l. For all programs and services for which there are sources of funds in addition to COUNTY funds as provided under this Contract, CONTRACTOR shall provide proof of such funding. CONTRACTOR must be able to account for the receipt, obligation and expenditure of funds.

    1. The COUNTY shall NOT pay for any services provided by CONTRACTOR which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

m. The COUNTY reserves the right to reduce the Contract award when the COUNTY's fiscal monitoring indicates that CONTRACTOR's rate of expenditure will result in unspent funds at the end of the Contract term or if it is determined that costs incurred are not in conformance with HHAP 5 eligible costs. Changes in the Contract award will be done after consultation with CONTRACTOR. Such changes shall be incorporated into this Contract by written amendment(s).

n. CONTRACTOR shall accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CONTRACTOR's designated checking or other bank account. CONTRACTOR shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

o. COUNTY is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on CONTRACTOR or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the COUNTY pursuant to the Contract.

p. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by COUNTY. CONTRACTOR shall not use current year funds to pay prior or future year obligations. Disbursements to Contractor are Net 30.

q. CONTRACTOR shall adhere to the COUNTY's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which disbursement is sought from the COUNTY. In addition, CONTRACTOR is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

A.1 Documentation of Costs and Other Financial Reporting

a. CONTRACTOR will be required to maintain books, records, documents, and other evidence directly related to the performance of work in accordance with Generally Acceptable Accounting Procedures. Costs shall be supported by properly executed payrolls, time records, invoices, receipts, vouchers or other official documentation, as evidence of the nature and propriety of the charges.

b. The CONTRACTOR shall retain all documentation related to the services provided and all financial records associated with this Agreement for a period of five (5) years following the termination of this contract. Such records shall be made available for inspection upon reasonable request by the COUNTY during this retention period.

c. All accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible, and upon reasonable notice, the COUNTY shall have the right to audit the records of the CONTRACTOR as they relate to the Contract and the activities and services described herein.

CONTRACTOR shall also:

1. Maintain an effective system of internal fiscal control and accountability for all HHAP-5 funds and property acquired or improved with HHAP-5 funds, and make sure the same are used solely for authorized purposes.

2. Keep a continuing record of all disbursements by date, payment method, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the CONTRACTOR's accounting records.

3. Maintain payroll, financial, and expense disbursement records for a minimum period of five (5) years after the termination of this Contract.

4. Permit inspection and audit of its records with respect to all matters authorized by this Contract by representatives of the County at any time during normal business hours and as often as necessary.

5. Inform the COUNTY concerning any funds allocated to CONTRACTOR, that the CONTRACTOR anticipates will not be expended during the term of this Contract.

6. Repay the COUNTY any funds in its possession at the time of the termination of this Contract that may be due to the COUNTY (e.g., ineligible costs, unexpended funds, etc.).

A.2 Funding

a. This Contract is valid and enforceable only if sufficient funds are made available to COUNTY by legislative appropriation. In addition, this Contract is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether Federal or those of the State, or of any agency, department, or any political subdivision of Federal or the State governments, which may affect the provisions, terms or funding of this Contract in any manner.

b. CONTRACTOR must establish and maintain effective internal controls over all funding awarded to CONTRACTOR by the COUNTY to provide reasonable assurance that CONTRACTOR complies with Federal, State, and COUNTY statutes, regulations, and terms and conditions of the Contract.

c. COUNTY may base funding for CONTRACTOR upon positive performance outcomes, which OHS will monitor throughout the year.

d. CONTRACTOR must be able to demonstrate that HHAP-5 funds were expended for eligible uses to benefit members of the Target Population.

e. Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR's program budget (see **EXHIBIT 1 – HHAP-5 AWARD BY CATEGORY**). Contract funds shall not be used as security or to guarantee payments for any non-program obligations nor as loans for non-program activities.

f. CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fundraising activities.

A.3 Ineligible Costs

a. HHAP-5 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of HHAP-5 and the eligible uses identified in California Health and Safety Code Sections 50218 et seq.

b. The COUNTY or the State reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Contract. If CONTRACTOR or its Subcontractors use HHAP-5 funds to pay for ineligible activities, Contractor shall be required to reimburse these funds to the COUNTY within thirty (30) days of the request.

1. An expenditure which is not authorized by this Contract, or which cannot be adequately documented, shall be disallowed and will not be reimbursed to the CONTRACTOR by COUNTY.

2. The State, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HHAP-5 funds.

3. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP-5 funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of CONTRACTOR and services or housing capacity will be lost as a result of these funds ending, HHAP-5 funds may be used to maintain the service or program and are not considered supplanting [examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as Homeless Emergency Aid Program (HEAP) grant].

A.4 Withheld Payments

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any provision of this Contract.

A.5 Disallowance

a. If CONTRACTOR receives payment under this Contract which is later disallowed by COUNTY for nonconformance with this Contract, CONTRACTOR shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY disbursement requests for subsequent HHAP-5 funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

If it is determined that a CONTRACTOR falsified any certification, RFA information, financial, or contract report, CONTRACTOR shall be required to reimburse the full amount of HHAP-5 award to COUNTY, and may CONTRACTOR be prohibited from any further participation in HHAP-5. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

A.6 Fiscal Accountability

a. CONTRACTOR agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for disbursement; and adhere to accounting standards established in 2 CFR Part 200.

b. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, CONTRACTOR must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

A.7 Financial Management

a. Review, understanding, and certification that quarterly disbursement reports submitted to the COUNTY meet eligible expenses under HHAP-5 and State requirements. The COUNTY shall have no obligation to reimburse CONTRACTOR with any funds other than HHAP-5 funds the COUNTY receives from the State.

b. CONTRACTOR attests that by submitting a monthly expenditures report to OHS, it has completed all due diligence necessary and verified eligibility for HHAP-5 funding. CONTRACTOR shall be required to repay COUNTY for non-eligible expenditures that may inadvertently be processed by the COUNTY.

c. Subsequent disbursements after the first disbursement, are dependent upon CONTRACTOR properly documenting the expenses/expenditure reports to cover the previous disbursement.

A.8 Budget Changes

a. CONTRACTOR agrees that no changes shall be made to CONTRACTOR's HHAP-5 budget without first obtaining prior approval. No more than the amounts specified in **EXHIBIT 1 – HHAP-5 AWARD BY CATEGORY** may be spent for the separate cost categories specified in the budget summary. Any changes to this Contract must be requested by CONTRACTOR in writing through OHS. Changes must be approved by the COUNTY and/or the State.

A.9 Budget Amendments

a. CONTRACTOR shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments requests shall be submitted in writing through OHS. must be requested by the CONTRACTOR in writing within 180 days of the contract expiration.

b. Any budget amendment or modification that results in a cumulative change equal to or greater than twenty-five percent (25%) of the total approved Contract budget shall require prior approval by the SBC CoC Board. OHS shall submit such requests to the CoC Board and facilitate the Board's review and approval process.

A.10 Equipment and Other Property

a. All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with HHAP-5 funds received under the terms of this Contract which has a life expectancy of one (1) year or more shall be the property of the COUNTY and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by the COUNTY when the Contract is terminated. Additional terms are as follows:

    1. The purchase of any furniture or equipment which was not included in CONTRACTOR's approved budget, shall require the prior written approval of the COUNTY, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's services or activities under the terms of the Contract. The COUNTY may refuse approval for any cost resulting from such items purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from the COUNTY.

    2. Before equipment purchases made by CONTRACTOR are approved by the COUNTY, CONTRACTOR must submit paid vendor receipts identifying the purchase price, description of the item, serial numbers, model number and location where equipment will be used during the term of this Contract.

    3. CONTRACTOR shall submit an inventory of equipment purchased under the terms of this Contract as part of the expenditures report for the month in which the equipment is purchased. CONTRACTOR must also maintain an inventory of equipment purchased that, at a minimum, includes the description of the property, serial number or other identification number, title holder, acquisition date, cost of the

equipment, location, use and condition of the property, and ultimate disposition data. A physical inventory of the property must be reconciled annually. Equipment should be adequately maintained and a control system in place to prevent loss, damage, or theft. Equipment with cost exceeding COUNTY's capitalization threshold of $5,000 must be depreciated.

4. No costs incurred prior to the Contract commencement date shall be eligible for reimbursement with HHAP-5 funds.

5. Upon termination of this Contract, CONTRACTOR will provide a final inventory to the COUNTY and shall at that time query the COUNTY as to requirements, including the manner and method in returning equipment to the COUNTY. Final disposition of such equipment shall be in accordance with instructions from the COUNTY.

A.11 Final Advance

Unless approved by OHS in writing, all final requests for disbursement of authorized HHAP-5 expenditure under this Grant must be submitted to OHS no later than **December 31, 2027**.

EXHIBIT 3

SCOPE OF WORK

A. GENERAL REQUIREMENTS

CONTRACTOR shall carry out the following responsibilities between **June 9, 2026,** to **June 30, 2028**:

A.1 Service Requirements

The Contractor shall administer a regional Homeless Housing, Assistance and Prevention Round 5 (HHAP-5) initiative that provides homelessness prevention, street outreach, permanent supportive housing case management, recuperative care navigation, workforce development, and Homeless Management Information System (HMIS) coordination services. Services shall prioritize seniors, survivors of human trafficking, and individuals with disabilities residing in or served within the jurisdictions of the Cities of Redlands, Loma Linda, Highland, and Yucaipa, as well as the community of Mentone. The Contractor shall implement all program activities in accordance with Housing First principles and shall ensure coordination and compliance with the Coordinated Entry System (CES) and HMIS requirements, as applicable.

Service delivery shall include subcontracted support for one (1) Case Manager and one (1) Housing Counselor for Prevention and Shelter Diversion services, one (1) Outreach Navigator for Street Outreach services, and three (3) Case Manager positions for Services Coordination. Services Coordination shall also include Contractor staff consisting of one (1.0 FTE) Administrative Assistant and one (1.0 FTE) Employment Specialist to support program administration, workforce development, and client service coordination.

Performance Measurement Requirements

Measurement	Outcome
Number of individuals served *(Note: Performance Report should include breakdown of each type e.g. Single Adult, Youth and Families)*	~ 250 Individuals
Percentage of persons exiting back into Homelessness	No more than 10%
Percentage of eligible/willing persons served to retain or obtain mainstream benefits	90%
Percentage of eligible and willing person to maintain or increase income/employment	90%

A.2 Project Detail

Project Component Type	Services
Funding Costs	Homelessness prevention, street outreach, permanent supportive housing case management, recuperative care navigation, workforce development, subcontracted service coordination, and HMIS coordination services
Population Focus	Chronically homeless individuals, seniors, human trafficking, survivors, and persons with disabilities.

A.3 Presentation of Services

CONTRACTOR shall:

a. Provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract with the COUNTY. If administrative responsibilities are delegated to Subcontractors, the CONTRACTOR must ensure that any Subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. Responsibilities include but are not limited to the following:

    1. Designate the responsible position(s) in your organization for managing the funds allocated to this program.

    2. Maximize the use of the allocated funds.

    3. Ensure timely and accurate reporting.

    4. Maintain appropriate staffing levels.

    5. Ensure staff possess the qualification and capacity to perform responsibilities tied to the staff's position.

    6. Effectively communicate and monitor the program for its success.

    7. Maintain communication between the CONTRACTOR and OHS.

    8. Act quickly to identify and solve problems.

b. Ensure that all program sites are well maintained.

c. Provide one (1) or more staff will work with the participants to apply for available housing units. The staff should work closely with any Housing Navigators working and collaborate with existing systems to ensure maximum utilization of services and reduce duplicative efforts. This includes, but is not limited to, assistance with all issues related to securing housing such as developing housing leads, identifying landlords willing to work with the population, creating suitable housing

    plans from available stock, working with landlords to develop positive relationships, assisting participants to be document ready for housing interviews, and assisting with transportation for housing search purposes. Staff will meet with property managers, coach residents to be successful when meeting with potential property managers and prepare them for moving into a unit. Staff may also work to develop shared housing options for residents. Staff will work in collaboration with the participant's case manager to ensure both parties are aware of one another's efforts and progress. Caseloads should be limited to fifteen (15) participants at any given time.

d. Provide one (1) or more staff will assist the participants with linkage to supportive services if participants are not connected to supportive services in order to receive needed services. Staff will also assist with all housing search activities as described above.

e. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM FTEs	
Administrative Assistant	1.0
Employment Specialist	1.0
Total FTEs	**2.0**

f. CONTRACTOR shall maintain personnel files for each staff member, which will include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

B. PROGRAM REQUIREMENTS

Contractor shall adhere to the following:

B.1 Coordinated Entry System (CES)

a. The CES is a referral process that currently coordinates with the SBC CoC. All those participating with CES will need to apply to participate with the Homeless Management Information System (HMIS).

b. CONTRACTOR must notify the CES within 10 days of award of the HHAP-5 funding by utilizing the online 211 Registration form located at: 211 Registration Form (wufoo.com)

c. CONTRACTOR must work in collaboration with CES and SBC CoC to ensure the screening, assessment, and referral of HHAP-5 participants are consistent with the eligible uses under HHAP-5.

d. CONTRACTOR agrees to receive referrals from CES prior to providing services with the exception of individuals receiving emergency assistance. In such cases, immediate services can be provided, but individuals and/or families must be referred by Contractor to CES for assessment and prioritization within seventy-two (72) hours. CONTRACTOR understands that individuals and/or families may not be referred to CONTRACTOR and may be referred to another service provider based upon the CES assessment.

B.2 Data Reporting

a. CONTRACTOR will submit to OHS detailed reports containing information listed in **EXHIBIT 3 – SCOPE OF WORK, Section C**.

b. A report will be due forty-five (45) days after the date of expiration of this Contract or upon completion of Contract services. Reports should be submitted via File Transfer Program (FTP).

c. CONTRACTOR shall submit additional reports as required by the State or COUNTY.

B.3 Monitoring

a. The COUNTY has the right to monitor the Contract during the Contract period to ensure accuracy of expenditure reports and compliance with applicable laws and regulations.

b. CONTRACTOR agrees to furnish duly authorized representatives from the COUNTY and the State access to all financial records necessary to review or audit Contract services and to evaluate the cost, quality, and appropriateness of services.

c. If the State or the COUNTY determines that all, or any part of, the payments made by the COUNTY to CONTRACTOR pursuant hereto are not eligible expenses in accordance with this Contract, said funds will be repaid by CONTRACTOR to the COUNTY. In the event such payment is not made on demand, the COUNTY may withhold future disbursements to CONTRACTOR until

such disallowances are paid by CONTRACTOR. If disallowable expenses are not reimbursed within thirty (30) days of demand, the Contract will terminate without consultation at the COUNTY's sole and absolute discretion.

d. If there is a conflict between a State audit of this Contract and a COUNTY audit of this Contract, the State audit shall take precedence.

B.4 Closeout

a. CONTRACTOR shall submit a closeout report including a narrative of the project outcomes, an inventory of all equipment and property acquired or improved by HHAP-5 funds, and a final financial report, upon termination or completion of the services specified in this Contract.

b. CONTRACTOR agrees to adhere to and comply with all the closeout procedures detailed below; including, but not limited to the following:

1. Disposition of program assets shall be determined by the COUNTY when the Contract is terminated.

2. CONTRACTOR shall submit within forty-five (45) days after the date of expiration of this Contract, all financial, performance, and other reports required by this Contract; and in addition, will cooperate in a program audit by the COUNTY.

3. Any unobligated/unexpended funds disbursed in advance to CONTRACTOR shall be returned to the COUNTY within thirty (30) days after the expiration of the Contract term, or in accordance with Section Exhibit 2, Section A.1, whichever occurs first. This obligation shall survive the termination of the Contract.

4. CONTRACTOR must account for any real and personal property acquired with HHAP-5 funds.

5. Closeout will remain pending until all requirements are met and all outstanding issues with the CONTRACTOR have been resolved to the satisfaction of the COUNTY.

B.5 Homeless Management Information System

The HMIS is a local database application used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness in the COUNTY. CONTRACTOR must ensure that data on all persons served are entered into the countywide HMIS. HMIS is managed and operated by OHS. HMIS technical and data standards are set forth in the Final 2024 HMIS Data Standards, on file with OHS.

a. CONTRACTOR shall enter into a Memorandum of Understanding (MOU) with the HMIS Lead Agency where the CONTRACTOR agrees to share HMIS data with other HHAP-5 funded agencies, unless prohibited by law.

b. CONTRACTOR is required to work with OHS staff to ensure the timely and accurate set-up of their HMIS program profile and to ensure the HMIS program profile is setup in a manner that accurately captures the data pertinent to CONTRACTOR's program. CONTRACTOR's program profile must be setup prior to CONTRACTOR submitting their first HHAP-5 disbursement request (see **EXHIBIT 7 – HHAP-5 EXPENDITURES AND REQUEST FOR DISBURSEMENT FORM)**.

c. CONTRACTOR shall submit a copy of HMIS reports (see **EXHIBIT 5 – HMIS CLIENT DATA REPORT SAMPLE**) with the quarterly disbursement reports. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the CONTRACTOR is using a comparable database shall be delivered to the COUNTY. The contact information for the "HMIS Lead Agency" is:

Christopher Salazar, HMIS Lead
San Bernardino County
Office of Homeless Services
560 E. Hospitality Ln., Ste. 200
San Bernardino CA 92415-0044
Christopher.Salazar@hss.sbcounty.gov
Phone: 909-501-0610

d. CONTRACTOR must ensure all required data elements, as listed below, are entered into the HMIS system for HHAP-5 participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date. Failure to meet the above data inputting requirements will constitute a violation of the terms and conditions of this Contract. CONTRACTOR will be notified by OHS, and if not rectified, the Contract may be terminated at the COUNTY's sole and absolute discretion.

e. In addition to the timely entry of HMIS data, CONTRACTOR is required to enter accurate and complete data. The COUNTY will ensure CONTRACTOR adheres to Data Quality Standards, as established by HUD, and data entry requirements, as set forth in the HMIS MOU and the OHS Policy Handbook. The Data Quality Standards assess the data quality and completeness of the following Data Elements entered:

1. Client Demographic Data

    i. Name

    ii. Social Security Number

    iii. Date of Birth

    iv. Race

    v. Ethnicity

    vi. Gender

    vii. Veteran Status

2. Universal Data

    i. Disabling Condition

    ii. Project Start Date

    iii. Project Exit Date

    iv. Destination

    v. Relationship to Head of Household

    vi. Client Location

    vii. Housing Move-in Date

    viii. Living Situation

3. Common Program Specific Data Elements

    i. Income and Sources

    ii. Non-Cash Benefits

    iii. Health Insurance

    iv. Disability Elements

    v. Physical Disability

    vi. Developmental Disability

    vii. Chronic Health Condition

    viii. HIV/AIDS

    ix. Mental Health Problem

    x. Substance Abuse

    xi. Domestic Violence

    xii. Contact

    xiii. Date of Engagement

    xiv. Bed-Night Date

    xv. Housing Assessment Disposition

4. Data Timeliness

    i. Entry Timeliness

    ii. Exit Timeliness

f. According to Data Quality Standards, CONTRACTOR is required to have a five-percent (5%) or less error rate to ensure data accuracy and less than a five-day lapse in timeliness for entry of data at time of client entry, services are rendered, and client exit. Any performance benchmarks not meeting these standards will be captured on CONTRACTOR's HMIS Data Quality Report

f. Sample (see **EXHIBIT 6 – HMIS DATA QUALITY REPORT)**. The report will be generated by CONTRACTOR and submitted quarterly with expenditure reports. OHS will review reports and data deficiencies, if any, will be identified and discussed with CONTRACTOR to determine methods to remediate and/or improve data quality scores.

g. If CONTRACTOR continues to not meet data entry and data quality benchmarks, as established by HUD and set forth in the HMIS MOU and the OHS Policy Handbook, COUNTY may terminate Contract as set forth in Section I - CORRECTION OF PERFORMANCE DEFICIENCIES.

h. CONTRACTOR agrees to provide the COUNTY and/or the State access to HMIS data collected and entered into HMIS, upon request, and to participate in any statewide data initiative as directed by the State including, but not limited to, a statewide data integration environment.

B.6 Housing First

The methodology of providing services will follow the Housing First policy. This is an approach that offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to avoid returning to homelessness. HHAP-5 projects must align and comply with the core components of Housing First as defined in California Welfare and Institutions Code Section 8255(b) (see **Exhibit 9 – CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 8255**).

B.7 Program Participant Eligibility

CONTRACTOR shall ensure that:

a. HHAP-5 participants meet the Homeless definition as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

ii. An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by Federal, State and local government programs for low-income individuals); or

iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

2. An individual or family who will imminently lose their primary nighttime residence, provided that:

i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

ii. No subsequent residence has been identified; and

iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

i. Are defined as homeless under Section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), Section 637 of the Head Start Act (42 U.S.C. 9832), Section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), Section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), Section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), Section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or Section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

4. Any individual or family who:

i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

ii. Has no other residence; and

iii. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

b. HHAP-5 participants are referred by CES to CONTRACTOR.

c. CONTRACTOR coordinates program enrollment and services in collaboration with CES.

B.8 Job Training and Employment

CONTRACTOR agrees to refer HHAP-5 clients that are eligible for job training and employment services to the County of San Bernardino Workforce Development Department (WDD). Number of participants who have been referred to WDD will be reported on a quarterly basis by CONTRACTOR.

B.9 Staffing Requirements

CONTRACTOR shall provide the necessary professional staff to meet the needs of the homeless population following the Housing First model (e.g. Case managers, Clinicians, medical staff, peer advocates, employment specialists, and eligibility specialists). CONTRACTOR must have the readiness capacity to immediately perform and administer homeless efforts through HHAP-5 funding.

B.10 Non-Discrimination Requirements

CONTRACTOR and its subcontractors shall not deny the HHAP-5 contract's benefits to any Person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

CONTRACTOR shall permit access by representatives of the Civil Rights Department and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

C. HHAP-5 REPORTING REQUIREMENTS

C.1 Detailed reports

a. CONTRACTOR shall submit reports containing, at minimum, the following information:

1. Amount awarded to CONTRACTOR with activity(ies) identified.
2. Contract expenditures.
3. Unduplicated number of homeless persons and households served by HHAP-5 funds.
4. Unduplicated number of persons and households at imminent risk of homelessness served by HHAP-5 funds.
5. Number of instances of service.
6. Increases in capacity for new and existing programs.
7. Number of unsheltered homeless persons and homeless households becoming sheltered.
8. Number of homeless persons and homeless households entering permanent housing.
9. Number of homeless persons and households successfully exited from HHAP-5 (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHAP-5.
10. Number of persons and households at imminent risk of homelessness successfully exited from HHAP-5 (i.e., in permanent housing) that remain in permanent housing 12 months post-exit from HHAP-5.

C.2 Reporting Breakdown by Activity

a. CONTRACTOR will provide reports with a breakdown for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Note: Counts by subpopulation will not be required in cases where that information is unavailable but is expected in cases where client information is entered in the Homeless Management Information System (HMIS).

EXHIBIT 4

HHAP MONTHLY EXPENDITURE REPORT CHECKLIST

I. General HHAP Eligible Cost

☐ 1. Staff Salaries and Benefits

- ☐Payroll Calculation Worksheet for HHAP
  - ☐Showing all calculations charged for HHAP and supports the amount specified in the expenditure report.
- ☐Paystub / Payroll Summary
- ☐Timesheet and Time Activity report indicating staff performed HHAP eligible activity
  - ☐Timesheet / Time Activity report must include:
    - ☐Employee Name
    - ☐Job title/position and description
    - ☐Time Period Covered
      - ☐Start and end dates for the reporting period (e.g., weekly, bi-weekly, or monthly)
    - ☐Daily Time Entries
      - ☐Time worked each day (in hours)
      - ☐Specific start and end times (optional but recommended for accuracy)
    - ☐Task/Activity Details
      - ☐Description of the work performed, or tasks completed
      - ☐Allocation of time to specific programs or activities
        - ☐If the employee's time is split between multiple funding sources or programs, clearly indicate the percentage or hours allocated to each program.
          - ☐Use a percentage breakdown or specific hours (e.g., 50% HHAP 1, 25% ESG, 25% HHAP 2)
            - ☐ Use a percentage breakdown for each category of HHAP
    - ☐Certification and Approval
      - ☐Employee signature and date, certifying the accuracy of the time reported.
      - ☐Supervisor or manager signature and date, approving and verifying the report.
- ☐Employee Benefits
  - ☐Employer paid benefits such as Health Insurance (Medical, Dental, Vision), Social Security and Medicare Contributions, Retirement Plans and Pension Contributions, Workers' Compensation Insurance, Paid Leave (Vacation, Sick, Holiday), Life and Disability Insurance, Fringe Benefits etc.
    - ☐Proof of employer contributions (invoices, payroll deductions)
    - ☐Bank Statement that the benefits are paid.
- ☐Proof of payment that the salary is paid
  - ☐If paystub is printed using the providers payroll system, this is acceptable as proof of payment.

☐ 2. Insurance

- ☐ Invoice or premium billing statement or official receipt from the insurance provider showing the amount paid, date, and coverage period.
- ☐ Proof of payment that the insurance is paid.

☐ 3. Mileage log (approved and signed)

- ☐ Start and End Odometer
- ☐ Activity / Purpose
- ☐ Total Mileage
- ☐ Destination
- ☐ Map

HHAP MONTHLY EXPENDITURE REPORT CHECKLIST

☐ 4. Eligible Use (HHAP Categories)

a. Rapid Rehousing (RRH)

- ☐ Complete and signed lease agreement between tenant and landlord including the copies of addendum house ins
- ☐ Rental Assistance agreement - a contract between a service provider (like a nonprofit or government agency) and a landlord. It outlines how rent payments will be made on behalf of a tenant who needs housing support. The agreement specifies the payment amount, duration, and responsibilities of both the landlord and the service provider to ensure the tenant can stay in the rental unit.
- ☐ Client eligibility documentation (Literally Homeless)
- ☐ Proof of Payment (Please see Section I item 6)

b. Prevention and Shelter Diversion

- ☐ Client eligibility documentation (risk of homelessness)
- ☐ Eviction Notice / Disconnection notice for utility bills
- ☐ Rental Assistance agreement - a contract between a service provider (like a nonprofit or government agency) and a landlord. It outlines how rent payments will be made on behalf of a tenant who needs housing support. The agreement specifies the payment amount, duration, and responsibilities of both the landlord and the service provider to ensure the tenant can stay in the rental unit.
- ☐ Proof of Payment (Please see Section I item 6)

c. Operating Subsidies

- ☐ Operating expenses are aligned with the scope of work in the contract.
- ☐ Monthly expense reports / General Ledger (utilities, maintenance costs, operating expense)
- ☐ Invoices / receipts
- ☐ Proof of Payment (Please see Section I item 6)

d. Street Outreach

- ☐ Log of street outreach activities (date, location, staff involved)
- ☐ Intake forms for clients engaged
- ☐ Expense receipts for supplies and transportation (e.g., fuel, public transport)
- ☐ Proof of Payment (Please see Section I item 6)

e. Service Coordination

- ☐ Client intake and assessment forms
- ☐ Documentation of services provided (case notes, service plans)
- ☐ Receipts for any client-related expenses (transport, supplies)
- ☐ TARs for coordinators and case managers
- ☐ Salary and benefits documentation for service coordination staff
- ☐ Proof of Payment (Please see Section I item 6)

f. Systems Support

☐ Proof of system implementation (software invoices, maintenance records)

☐ Invoices and payment proof for administrative expenses

☐ TARs for staff managing the system or providing oversight

g. Permanent Housing

☐ Complete and signed lease agreement between tenant and landlord including the copies of addendum house ins

☐ Rental Assistance agreement - a contract between a service provider (like a nonprofit or government agency) and a landlord. It outlines how rent payments will be made on behalf of a tenant who needs housing support. The agreement specifies the payment amount, duration, and responsibilities of both the landlord and the service provider to ensure the tenant can stay in the rental unit.

☐ Client eligibility documentation (Literally Homeless)

☐ Lease agreements for clients housed under permanent housing

☐ Assessment forms

☐ Payment records for rent, utilities, and other housing expenses

☐ Staff involved in Permanent Housing (please see section II item 1.

☐ Proof of Payment (Please see Section I item 6)

h. Interim Sheltering

☐ Client intake forms and eligibility documentation

☐ Shelter occupancy logs and proof of client stay

☐ Invoice and proof of payment (Please see Section I item 6)

☐ Staff involved in Interim Sheltering (please see section II item 1.

i. Emergency Shelters

☐ Client intake and assessment forms

☐ Occupancy records showing duration of client stay

☐ Invoice and proof of payment (Please see Section I item 6)

☐ Staff involved in Emergency Shelter (please see section II item 1).

j. Homelessness Youth Set Aside

☐ Client intake and assessment forms

☐ Occupancy records showing duration of client stay

☐ Invoice and proof of payment (Please see Section I item 6)

☐ Staff involved in Homelessness Youth Set Aside (please see section II item 1

EXHIBIT 5

HMIS CLIENT DATA REPORT SAMPLE

Program Roster Report | SAMPLE | Agency Name

Active within 06/01/2023 thru 06/30/2023

Housing Move-in: Undefined = Unknown HoH or adjusted Move-in is Null, = Non PH Project, **A:** Assessments, **S:** Services, **CN:** Case Notes
You can find more information about adjusted Move-In Date at the Help Center Article
Head of Household (HoH) Unique Identifiers are listed in bold text. Household members are grouped together with the HoH.

Client	Unique Identifier	Birth Date	Age At Entry	Current Age	Enroll Date	Exit Date	LOS	Housing Move-in	A	S	CN	Assigned Staff
Program: Sample Project Name												
Client 1	**ABC12345**	99/99/9999	43	45	09/30/2021	-	639	undefined	1	0	0	A. Admin
Client 2	**DEF12345**	11/11/1111	57	66	07/11/2014	-	3,277	07/11/2014	10	0	0	A. Admin
Client 3	**GHI12345**	22/22/2222	47	56	08/15/2014	-	3,242	08/15/2014	10	0	0	A. Admin
Client 4	**JKL12345**	33/33/3333	23	26	04/03/2020	-	1,184	undefined	5	0	0	A. Admin
Client 5	**MNO12345**	44/44/4444	36	48	03/08/2011	-	4,498	03/08/2011	13	0	0	A. Admin
Client 6	**PQR11111**	66/66/6666	47	61	03/10/2010	-	4,861	03/10/2010	11	0	0	A. Admin
Client 7	STU12345	55/55/5555	53	64	05/05/2012	-	4,074	05/05/2012	12	0	0	A. Admin
Client 8	**VWX22222**	77/77/7777	53	56	12/30/2019	-	1,279	12/30/2019	4	0	0	A. Admin
Client 9	**YZ123456**	88/88/8888	55	58	11/24/2020	-	949	undefined	3	0	0	A. Admin
Client 10	**BAC11111**	-	-	-	05/10/2023	-	52	undefined	0	0	0	A. Admin
Client 11	**CAD22222**	10/10/1010	60	60	05/18/2023	-	44	05/18/2023	0	0	0	A. Admin

Number of Enrollments: 11

Number of Unique Clients: 11

Number of Households: 10

1 / 1

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Powered By CLARITY HUMAN SERVICES

EXHIBIT 6

HMIS DATA QUALITY REPORT SAMPLE

HMIS Data Quality Report [FY 2023]

Agency Name
CoC Category Filter: Agency CoC
Date Range: 10/01/2022 thru 06/30/2023

Q3. Universal Data Elements
Program Applicability: All Projects

Data Element	Error Count	% of Error Rate
Veteran Status (3.7)	0	0%
Project Start Date (3.10)	0	0%
Relationship to Head of Household (3.15)	0	0%
Client Location (3.16)	0	0%
Disabling Condition (3.8)	0	0%

Q4. Income and Housing Data Quality
Program Applicability: All Projects

Data Element	Error Count	% of Error Rate
Destination (3.12)	1	0.12%
Income and Sources (4.2) at Start	0	0%
Income and Sources (4.2) at Annual Assessment	0	0%
Income and Sources (4.2) at Exit	0	0%
Non-Cash Benefits (4.3) at Start	0	0%
Non-Cash Benefits (4.3) at Annual Assessment	0	0%
Non-Cash Benefits (4.3) at Exit	0	0%

Q5. Chronic Homeless
Program Applicability: ES, SH, Street Outreach, TH & PH(All)

Starting into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate Date started (3.9.17.3) Missing	Number of times (3.9.17.4) DK/R/missing	Number of months (3.9.17.5) DK/R/missing	% of records unable to calculate
ES, SH, Street Outreach	0			0	0	0	0%
TH	0	0	0	0	0	0	0%
PH (all)	512	0	0	0	0	0	0%
Total	512						0%

Q6. Timeliness Program Applicability: All Projects		
Time for Record Entry	Number of Project Start Records	Number of Project Exit Records
0 days	518	634
1-3 days	352	81
4-6 days	33	49
7-10 days	4	22
11+ days	12	37

Q7. Inactive Records: Street Outreach and Emergency Shelter Program Applicability: Street Outreach & ES-Night By Night			
Data Element	# of Records	# of Inactive Records	% of Inactive Records
Contact (Adults and Heads of Household in Street Outreach or ES-NbN)	0	0	0%
Bed Night (All clients in ES-NbN)	0	0	0%

Programs Included in Dataset

Agency	Program Name

EXHIBIT 7

DISBURSEMENT REQUEST

HOMELESS HOUSING ASSISTANCE AND PREVENTION PROGRAM - DISBURSEMENT REQUEST					
Agency:				County Use Only	
Address:					
Project Name:		Date of Request:			
				CONTRACT AMOUNT	
Contract Number:		Service Date From:	Service Date To:	DISBURSEMENTS	
				SUBTOTAL	$ -
Contract Period:				AMOUNT APPROVED	
Region:		Request Number:		CONTRACT BALANCE	$ -

FUNDING REQUEST SUMMARY					
Contract Amount	Interest Accrued (Cumulative)	Current Funding Request	Prior Requests	Cumulative Funding Requests	Balance Remaining
		$ -	$ -	$ -	$ -

Provide a complete explanation below for each the following:

1. How Agency will use requested funding.
   Use Funding Request - Expenditures and Funding Request - Number Served forms to breakdown expenditures and number served by Activity.
2. If amount requested is more or less than the quarterly amount, why.
3. If the current request is less than three (3) months since the prior request, why.
4. Add any other explanation(s) pertinent to this funding request (e.g., why no funding requested).

I CERTIFY THAT, (a) the County of San Bernardino, as grantee of HHAP, has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Part 200: (c) all applicable provisions under the terms of the contract agreement and grant regulations have been complied with; (d) all applicable laws have been complied with, and (e) I understand I may be required to repay the County or HUD for ineligible expenses inadvertenly approved for reimbursement.

PREPARED BY (signature):		PHONE #:	APPROVED BY (signature):	PHONE #:
Print Name:		Date:	Print Name:	Date:

The Homeless Housing Assistance & Prevention Program - Funding Request form must be approved by an authorized signature.

COUNTY USE ONLY			
Audited By (signature):	Date:	Approved by (signature):	Date:
Print Name:		Print Name:	

EXHIBIT 8

EXPENDITURE REPORT

HOMELESS HOUSING, ASSISTANCE and PREVENTION PROGRAM (HHAP) - MONTHLY EXPENDITURES REPORT					
Agency:				COUNTY USE ONLY	
Contract #				TOTAL EXPEDITURES	
Project Name:		Month/Year:	Invoice #:		
				INELIGIBLE EXPEDITURES	
		Service Date From:	Service Date To:		
				TOTAL ELIGIBLE EXPEDITURES	
Contract Period:	09/13/2023-08/31/2024			$ -	
SUMMARY					
Contract Amount	Interest Accrued (Cumulative)	Current Month Expenditures	Prior Expenditures	Cumulative Expenditures	Balance Remaining
$ -		$ -	$ -	$ -	$ -

I CERTIFY THAT, (a) all applicable provisions under the terms of the contract and the Homeless Housing, Assistance and Preventon Program regulations (CA Health and Safety Code 50210 - 50215) have been complied with; (b) all applicable laws have been complied with; and (c) I understand I may be required to repay the County of San Bernardino for ineligible expenditures or ineligible payments inadvertently approved for disbursement.

PREPARED BY (signature):	PHONE #	APPROVED BY (signature):	PHONE #:
PRINT NAME AND DATE:		PRINT NAME AND DATE:	

I CERTIFY THAT, (a) the County of San Bernardino, as grantee of HHAP, has not previously been billed for the cost covered by this invoice, (b) funds have not been received from the Federal Government or expended for such costs under the terms of the contract agreement or grant pursuant to 2 CFR Part 200: (c) all applicable provisions under the terms of the contract agreement and grant regulations have been complied with; (d) all applicable laws have been complied with, and (e) I understand I may be required to repay the County or HUD for ineligible expenses inadvertenly approved for reimbursement.

COUNTY USE ONLY			
Audited By (signature):	Date:	Verified By (signature):	Date:
Print Name:		Print Name:	
Approved By (signature):		Date:	
Print Name:			

EXHIBIT 9

CALIFORNIA WELFARE AND INSTITUTIONS CODE SECTION 8255

State of California
WELFARE AND INSTITUTIONS CODE
Section 8255

8255.

For purposes of this chapter:

(a) “Council” means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council established pursuant to Section 8257.

(b) “Core components of Housing First” means all of the following:

(1) Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

(2) Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”

(3) Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.

(4) Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.

(5) Participation in services or program compliance is not a condition of permanent housing tenancy.

(6) Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California’s Civil, Health and Safety, and Government codes.

(7) The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.

(8) In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first-serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.

(9) Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.

(10) Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants’ lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

(11) The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

(c) “Homeless” has the same definition as that term is defined in Section 91.5 of Title 24 of the Code of Federal

(d) (1) “Housing First” means the evidence-based model that uses housing as a tool, rather than a reward, for recovery and that centers on providing or connecting homeless people to permanent housing as quickly as possible. Housing First providers offer services as needed and requested on a voluntary basis and that do not make housing contingent on participation in services.

(2) (A) “Housing First” includes time-limited rental or services assistance, so long as the housing and service provider assists the recipient in accessing permanent housing and in securing longer term rental assistance, income assistance, or employment.

(B) For time-limited, supportive services programs serving homeless youth, programs should use a positive youth development model and be culturally competent to serve unaccompanied youth under 25 years of age. Providers should work with the youth to engage in family reunification efforts, where appropriate and when in the best interest of the youth. In the event of an eviction, programs shall make every effort, which shall be documented, to link tenants to other stable, safe, decent housing options. Exit to homelessness should be extremely rare, and only after a tenant refuses assistance with housing search, location, and move-in assistance.

(e) “State programs” means any programs a California state agency or department funds, implements, or administers for the purpose of providing housing or housing-based services to people experiencing homelessness or at risk of homelessness, with the exception of federally funded programs with requirements inconsistent with this chapter.

(f) “Council staff” means the individuals who work for the California Interagency Council on Homelessness and who are overseen by the executive officer of the California Interagency Council on Homelessness.

(g) “Executive council” means the California Interagency Executive Council on Homelessness created pursuant to Section 8257 and consisting of the members identified in subdivision (c) of Section 8257.

(Effective July 5, 2025.)

EXHIBIT 10

ANTI- LOBBYING CERITIFICATION

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

5. The Contractor, *City of Redlands*, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor’s Authorized Official

Charles Duggan, City Manager
Name and Title of Contractor’s Authorized Official

_____
Date

City Council **AGENDA ITEM NO. L3.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8819 Establishing the Confidential Employee Unit (Human Resources/Risk Management Director King)

MOTION:

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

I move to adopt Resolution No. 8819 establishing the Confidential Employee Unit.

RECOMMENDATION:

Staff recommends that the City Council adopt of Resolution No. 8819 establishing a separate Confidential Employee Unit.

DISCUSSION:

Pursuant to Government Code Section 3507.5, a public agency may designate management and confidential employees and may prohibit confidential employees from representing an employee organization that represents other City employees on matters within the scope of representation.

Confidential employees are those who, in the normal course of their duties, assist management personnel who formulate, determine, and effectuate labor relations policies or who regularly have access to confidential information concerning collective bargaining, labor negotiations, grievance administration, disciplinary matters, or other sensitive employer-employee relations matters.

As the City's organizational structure and operational needs have evolved, several management and professional classifications have assumed significant responsibilities involving confidential labor relations information. Establishing a separate Confidential Employee Unit appropriately recognizes these responsibilities, avoids potential conflicts of interest in the administration of employer-employee relations, and is consistent with the City's authority.

The proposed resolution establishes a Confidential Employee Unit consisting of the following classifications:

- Assistant Director, Human Resources/Risk Management
- Human Resources Manager
- Human Resources Analyst
- Assistant Finance Director
- Finance Manager
- Budget Analyst

Employees assigned to these classifications routinely participate in or support activities involving collective bargaining, compensation analysis, labor cost projections, employee relations, disciplinary investigations, grievance administration, organizational planning, and the preparation of confidential information for labor negotiations.

ALTERNATIVES:

The City Council may choose to reject, modify, or continue this item for additional discussion.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Gina King, Human Resources/Risk Management Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager

PREPARED BY:
Jenna Yorck, HR Manager

FISCAL IMPACT

Fiscal Year: N/A

Revenue Generating: No

Amount: N/A

Budgeted Y/N: N/A

Account No.: N/A

Additional Appropriation Required: No

Discussion:

Establishing the Confidential Employee Unit has minimal fiscal impact which has been accounted for in the FY27 and FY28 Biennial Adopted Budget. Compensation and benefits for employees assigned to the unit will continue to be considered through the City's annual budget process and future City Council actions.

Attachments

Resolution_No_8819_Confidential_Unit_Employees.pdf

RESOLUTION NO. 8819

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS MODIFYING EXISTING UNITS AND ESTABLISHING THE CONFIDENTIAL EMPLOYEE UNIT

WHEREAS, the City of Redlands' Employer-Employee Relations Resolution ("EERR"), Resolution No. 7531, sets forth the procedures for the administration of employer-employee relations, including the establishment of appropriate units of employees;

WHEREAS, Section 3(c) of the EERR provides for the definition of a "confidential employee;"

WHEREAS, the City of Redlands has determined that certain classifications that are presently included in the established units represented by the Redlands Association of Management Employees ("RAME") and the Redlands Association of Mid-Management Employees ("RAMME") constitute confidential employees as defined by the EERR;

WHEREAS, in light of the confidential nature of these identified classifications, the City of Redlands has determined that it is appropriate to modify the current units in which these classifications reside by removing the classifications from the units and including them in a newly established Confidential Employee Unit comprised exclusively of confidential employee classifications;

WHEREAS, the City of Redlands has fully complied with the procedures set forth under Section 13 of the EERR to modify the units represented by RAME and RAMME and place the removed classifications in a Confidential Employee Unit;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands, as follows:

Section 1. The City of Redlands establishes a Confidential Employee Unit comprised exclusively of confidential employee classifications.

Section 2. The benefits for the classifications in the Confidential Employee Unit shall be provided in accordance with the benefits established in the Memorandum of Understanding between the City of Redlands and RAME;

Section 3. The unit represented by RAME shall be modified to remove the following classifications which shall be placed in the newly formed Confidential Employee Unit pursuant to this Resolution:

1. Assistant Director, Finance
2. Finance Manager
3. Assistant Director, Human Resources/Risk Management
4. Human Resources Manager

Section 4. The unit represented by RAMME shall be modified to remove the following classifications which shall be placed in the newly formed Confidential Employee Unit pursuant this Resolution:

1. Human Resources Analyst
2. Budget Analyst

ADOPTED, SIGNED AND APPROVED this 1st day of September, 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 1st day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. L4.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action regarding the City Clerk's compensation and consideration of Resolution No. 8825 (Human Resources/Risk Management Director King)

MOTION:

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

I move to approve Resolution No. 8825.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 8825.

DISCUSSION:

In accordance with Government Code Section 36517, the City Clerk's compensation (salary and benefits) is set by Resolution of the City Council. The City Council may change the City Clerk's compensation through the adoption of a new Resolution approved by a majority vote of the Council. It is at the Council's discretion to set the City Clerk's compensation, as there are no specific state law procedures that can be followed. Resolution No. 8327, adopted in 2022, is the most recent resolution setting forth the City Clerk's salary at $85,454 per year plus benefits. At that time, the City Clerk's proposed salary was based on internal equity with other positions with similar responsibilities. The City Clerk's salary has remained unchanged since 2022.

Staff brought forth a recommendation in July with similar corresponding salary increases to those that the City Council approved for union-represented employees, approximately 6.5 percent (%) higher, representing the four percent (%) across-the-board increase approved for general employees along with a 2.5 percent (%) step increase. However, the Council requested a revised recommendation to set the City Clerk's salary to a comparable classification's salary and benefit increase schedule.

Human Resources evaluated comparable internal classifications and corresponding benefit structures to identify an appropriate benchmark for the City Clerk position. In conducting this review, staff considered the nature of the position, organizational level, and scope of responsibility. Based on the analysis, staff determined that the Redlands Association of Management Employees (Management Unit) was the most aligned, as the City Clerk serves as a full-time employee with ongoing operational responsibilities, such as overseeing elections, maintaining official records, ensuring compliance with the Brown Act and Public Records Act, administering municipal elections, and supporting the legislative functions of the City Council. These responsibilities are administrative and operational in nature and are comparable to other full-time management positions within the organization.

Accordingly, the proposed resolution establishes the City Clerk's compensation by linking the position to the Management Unit salary schedule at Range 75, Step 3 ($130,552 annually) and provides that future across-the-board salary adjustments and selected benefits shall be administered in the same manner as the Management Unit. The resolution also provides for automatic annual salary step adjustments until the maximum step is reached, with the anniversary date established as the effective date of the resolution.

This approach provides several long-term benefits. First, it maintains internal equity by aligning the City Clerk's compensation with comparable full-time positions performing similar levels of responsibility. Second, it allows future salary and designated benefit adjustments approved for the Management Unit to apply automatically to the City Clerk, eliminating the need for periodic standalone compensation resolutions. Finally, because the City Clerk is a full-time employee of the City, aligning the position with an existing full-time employee group promotes consistency, transparency, and administrative efficiency in the City's overall compensation structure.

ALTERNATIVES:

The City Council could reject the proposed resolution or set the compensation at a different amount.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Jenna Yorck, HR Manager

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Jenna Yorck, HR Manager

FISCAL IMPACT

Fiscal Year: 2027

Discussion:

The proposed resolution, if adopted would increase the City Clerk's total compensation package (salary and benefits) by approximately $74,137 per year. This calculation assumes that current medical election will remain in tact. In the event the medical election changes, the maximum exposure for the medical increase would be an additional $15,600 per year or $1,300 per month (based on a family plan). This compensation change exceeds the amount included in the FY27 and FY28 Biennial Adopted budget and has not yet been fully incorporated into the City’s financial forecast. Staff will continue to evaluate the cumulative impact of the compensation change and will return to the City Council with any necessary budget adjustments.

Attachments

RESOLUTION NO. 8825

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING COMPENSATION FOR THE ELECTIVE OFFICE OF THE CITY CLERK AND RESCINDING RESOLUTION NO. 8327.

WHEREAS, Government Code Section 36517 provides that the compensation for the elective office of the City Clerk shall be fixed by ordinance or resolution; and

WHEREAS, by the adoption of this resolution, it is the desire of this City Council to establish the salary and select benefits approved for the elective office of the City Clerk;

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

Section 1. Compensation and Benefits. The City Clerk shall be eligible to receive across the board salary and select benefit increases, as outlined below, in the same manner, and at the same time, as employees in the Redlands Association of Management Employees (Management Unit) to maintain parity with other comparable full-time positions.

A. Annual Salary. The annual salary for the City Clerk shall be designated at Range 75 of the Management Unit, Step 3 ($130,552.00 annually) effective the pay period following Council approval. The City Clerk shall be eligible for annual salary step advancements until the maximum step of the salary range is attained. The anniversary date for such advancements shall be the effective date of this Resolution.
B. Life Insurance. The City shall contribute the monthly premium for term life insurance in the amount of twenty-five thousand dollars ($25,000.00).
C. Health Insurance. The City Clerk shall receive the same Health Insurance benefits, in the same manner as the Management Unit.
D. 401A Retirement Plan. The City Clerk shall receive the same annual contribution to deferred compensation plan, in the same manner as the Management Unit.
E. Optional participation in a 457 plan.

Section 2. Notwithstanding the annual salary and benefits established by this Resolution for the elective office of the City Clerk, in the event a majority of the City's Management Unit employees participates in a City-established salary reduction, furlough, or other similar plan to achieve a specific amount of cost savings, the City Clerk shall also be obligated to achieve similar savings through reductions in the City Clerk's compensation.

Section 3. Resolution No. 8327 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 1st day of September, 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 1st day of September, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Jeanne Donaldson, City Clerk

"A City That Works"

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

DATE: 04/05/2022

TO: Honorable Mayor and City Council Members

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

MOTION(S):

If the City Council concurs with Council Member Gallagher's recommendation, the following motion is provided:

I move to approve Resolution No. 8327.

RECOMMENDATION:

It is recommended by Council Member Gallagher to increase the City Clerk's compensation.

DISCUSSION:

In accordance with Government Code Section 36517, the City Clerk's compensation (salary and benefits) is set by Resolution of the City Council. The City Council may change the City Clerk's compensation through the adoption of new Resolution approved by a majority vote of the Council. It is at the Council's discretion to set the City Clerk's compensation as there are no particular state law procedures that can be followed. Resolution No. 7486, adopted in 2015, is the most current Resolution setting forth the City Clerk's salary at $72,000 per year or $6,000 per month plus benefits.

For comparison purposes, staff did conduct a salary survey for the position of City Clerk, however it is difficult to find an "apples to apples" comparison given that not all City Clerks are elected. Many General Law cities have appointed City Clerks who act as Department Heads. Further, we found a varying degree of responsibilities and duties for an elected City Clerk.

The following list includes the monthly salary of surrounding general law cities with elected City Clerks that were identified by staff.

City of Rialto - $1440.71 per month
City of Colton - $370 per month
City of Fontana - $1,000 per month plus $300 car allowance
City of Rancho Cucamonga – Salary range of $9,016 - $13,505 per month (NOTE: This position requires significant qualifications and acts as a Department Head with)

Lastly, since it is at the discretion of the City Council to set forth the compensation of the City Clerk, the Council may consider looking at internal equity with other positions within the City that have similar responsibilities. Should the City Council consider this option, staff finds there is potential for an increase up to $85,454 per year or $7,121 per month. Should the City Council wish to move forward in adjusting the compensation of the City Clerk, staff has prepared Resolution No. 8327 increasing the compensation of the City Clerk to $85,454 per year or $7,121 per month effective April 18, 2022, which is the first day of the next pay period following adoption of the Resolution if it were to be adopted this evening. Other benefits would remain unchanged.

ALTERNATIVES:

The Council could reject the proposed Resolution or set the compensation at a lower amount.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Council Member Gallagher

Fiscal Impact

Discussion:
The proposed Resolution if adopted would increase the City Clerk's salary by $13,454 per year. The General Fund impact to the current Fiscal Year is approximately $3,107, which can be absorbed in the current year.

Attachments

Resolution No. 8327
Resolution No. 7486

RESOLUTION NO. 8327

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING COMPENSATION FOR THE ELECTIVE OFFICE OF THE CITY CLERK AND RESCINDING RESOLUTION NO.7486

WHEREAS, Government Code Section 36517 provides that the compensation for the elective office of the City Clerk shall be fixed by ordinance or resolution; and

WHEREAS, by the adoption of this resolution, it is the desire of this City Council to establish the salary and benefits approved for the elective office of the City Clerk as of April 18, 2022;

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

Section 1. The annual salary for the elective office of the City Clerk is Eighty-Five Thousand Four Hundred Fifty-Four Dollars ($85,454). In addition to such salary, the City Clerk shall receive the following City-paid benefits:

A. Life insurance in the amount of Twenty Five Thousand Dollars ($25,000).
B. Contribution of $900 per month towards medical, city paid dental, or at the election of the City Clerk, a stipend of Three Hundred Fifty Dollars ($350) per month.
C. Contribution to deferred compensation in the amount of One Thousand Eight Hundred Forty-Five Dollars ($1,845) per year.
D. Optional participation in a 457 plan.

Section 2. Notwithstanding the annual salary and benefits established by this Resolution for the elective office of the City Clerk, in the event a majority of the City's Department Directors participates in a City-established salary reduction, furlough, or other similar plan to achieve a specific amount of cost savings, the City Clerk shall also be obligated to achieve similar savings through reductions in the City Clerk's compensation.

Section 3. Resolution No. 7486 is hereby rescinded.

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

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 7486

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING COMPENSATION FOR THE ELECTIVE OFFICE OF THE CITY CLERK AND RESCINDING RESOLUTION NO. 7133

WHEREAS, Government Code Section 36517 provides that the compensation for the elective office of the City Clerk shall be fixed by ordinance or resolution; and

WHEREAS, by the adoption of this resolution, it is the desire of this City Council to establish the salary and benefits approved for the elective office of the City Clerk as of March 1, 2015;

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

Section 1. The annual salary for the elective office of the City Clerk is Seventy Two Thousand Dollars ($72,000). In addition to such salary, the City Clerk shall receive the following City-paid benefits:

A. Life insurance in the amount of Twenty Five Thousand Dollars ($25,000).
B. Contribution of One Thousand Twenty Five ($1,025) per month for medical, dental and vision care under the City's Post Employment Health Plan defined by Resolution No. 7015, or at the election of the City Clerk, a stipend of Three Hundred Fifty Dollars ($350) per month.
C. Contribution to deferred compensation in the amount of One Thousand Eight Hundred Forty-Five Dollars ($1,845) per year.
D. Optional participation in a 401(a) plan or 457 plan.

Section 2. Notwithstanding the annual salary and benefits established by this Resolution for the elective office of the City Clerk, in the event a majority of the City's Department Directors participates in a City-established salary reduction, furlough, or other similar plan to achieve a specific amount of cost savings, the City Clerk shall also be obligated to achieve similar savings through reductions in the City Clerk's compensation.

Section 3. Resolution No. 7133 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 17th day of February, 2015.

Paul W. Foster, Mayor

ATTEST:

Sam Irwin, City Clerk

I:\cclerk\Resolutions\Res 7400-7499\7486 City Clerk Compensation.docx

I, Sam Irwin, City Clerk of Redlands, hereby certify that the foregoing Resolution No. 7486 was duly adopted by the City Council at a regular meeting thereof, held on the 17th day of February, 2015, by the following vote:

AYES: Councilmembers Harrison, Gilbreath, Barich, James; Mayor Foster
NOES: None
ABSENT: None
ABSTAIN: None

Sam Irwin, City Clerk

City Council **AGENDA ITEM NO. L5.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8826 Establishing a limited-term assignment program to provide temporary staffing support for City departments and authorizing the Human Resources Director to administer the program (Human Resources/Risk Management Director King)

MOTION:

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

I move to adopt Resolution No. 8826 establishing a limited-term assignment program to provide temporary staffing support for City departments and authorize the Human Resources Director to administer the program.

RECOMMENDATION:

Staff recommends that the City Council approve the establishment of a Human Resources administered Limited-Term Assignment Program, authorizing the Human Resources Department to maintain a pool of up to ten (10) authorized limited-term positions to provide temporary staffing support to City departments on an as-needed basis. Individual appointments shall not exceed two (2) years from the employee's date of hire, with costs to be funded by the requesting department.

DISCUSSION:

The City periodically experiences staffing challenges when employees are absent for extended periods due to protected leave, medical leave, military leave, workers' compensation, special projects, workload surges, grant-funded initiatives, and other temporary operational circumstances approved by the Human Resources Director. Although these absences are temporary, they frequently create significant workload challenges for departments that must continue providing essential public services while operating with reduced staffing levels.

Historically, departments have relied upon temporary staffing agencies to address these staffing shortages. While temporary staffing agencies provide immediate assistance, they often result in higher costs for the City, limited familiarity with municipal operations, and fewer opportunities to recruit individuals interested in pursuing careers in local government.

To provide departments with a more responsive and cost-effective alternative, staff recommends establishing a Limited-Term Assignment Program administered by the Human Resources Department. Similar to staffing models utilized by other public agencies, the program would establish a pool of authorized limited-term positions that Human Resources may utilize as temporary operational needs arise. When a department identifies a temporary staffing need, Human Resources would evaluate the assignment, determine the appropriate qualifications and compensation based on the duties to be performed, and conduct a targeted recruitment using an assignment-specific working title that accurately reflects the temporary position. Once selected, the limited-term employee would be temporarily assigned to the requesting department for the duration of the operational need.

This approach provides departments with timely access to qualified talent while eliminating the need to create new limited-term positions or rely solely on temporary staffing agencies each time a temporary staffing need arises. By utilizing assignment-specific working titles while maintaining employees within the centralized Limited-Term Assignment Program, the City can recruit candidates possessing the specialized knowledge, skills, and abilities required for each assignment without creating numerous temporary classifications. This structure provides departments with staffing flexibility while promoting consistency in recruitment, classification administration, and compensation.

The program also creates an opportunity to develop a pipeline of future public sector professionals. Individuals appointed through the Limited-Term Assignment Program will gain valuable municipal experience, training, and exposure to City operations, making them stronger candidates for future employment opportunities with the City of Redlands and other public agencies.

Approval of this item would authorize Human Resources to administer a centralized Limited-Term Assignment Program consisting of up to ten (10) authorized limited-term positions. Individual appointments would occur only upon identification of a temporary operational need, confirmation of available departmental funding, and approval by the Human Resources Director. The requested authorization establishes staffing flexibility rather than permanent additions to the City's workforce and allows the City to respond more effectively to temporary operational staffing demands while maintaining uninterrupted public services.

ALTERNATIVES:

The City Council may choose to reject, modify, or continue this item for additional discussion.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Gina King, Human Resources/Risk Management Director

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

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Gina King, Human Resources/Risk Management Director

FISCAL IMPACT

Fiscal Year: 2027

Discussion:

Approval of the Limited-Term Assignment Program establishes a staffing resource administered by the Human Resources Department and does not, by itself, create an ongoing fiscal obligation or authorize the hiring of ten additional employees. Individual limited-term assignments will occur only when a department identifies a temporary operational need and confirms that sufficient funding is available within the existing budget or through an approved budget adjustment.

The salary and benefit costs associated with each limited-term assignment will be charged directly to the requesting department and will be based on the salary range of the most comparable existing City classification for the duties assigned. Staff anticipates that utilizing City employees through the Limited-Term Assignment Program will provide departments with a more cost-effective alternative to temporary staffing agencies while improving continuity of operations, organizational knowledge, accountability, and the City's ability to recruit and develop qualified candidates for future employment opportunities.

Attachments

Resolution_No_8826_Limited-Term_Staffing_Program.pdf

RESOLUTION NO. 8826

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A LIMITED-TERM ASSIGNMENT PROGRAM TO PROVIDE TEMPORARY STAFFING SUPPORT FOR CITY DEPARTMENTS AND AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO ADMINISTER THE PROGRAM

WHEREAS, the City of Redlands periodically experiences temporary staffing shortages resulting from protected leaves of absence, medical leave, military leave, workers' compensation, recruitment delays, temporary vacancies, special projects, grant-funded initiatives, workload surges, and other operational circumstances that impact the City's ability to efficiently provide public services; and

WHEREAS, departments have historically relied upon temporary staffing agencies to address these staffing needs, which often results in higher costs, reduced organizational continuity, and limited opportunities to recruit individuals interested in careers in local government; and

WHEREAS, the City Council finds that establishing a centralized Limited-Term Assignment Program administered by the Human Resources Department will provide departments with a flexible, efficient, and cost-effective method of addressing temporary operational staffing needs while maintaining continuity of municipal operations; and

WHEREAS, the City Council desires to authorize the Human Resources Director to administer the Limited-Term Assignment Program, establish administrative procedures, determine the appropriate comparable classification and compensation for each assignment, utilize assignment-specific working titles for recruitment purposes, and assign employees to departments experiencing temporary operational staffing needs.

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

Section 1. Establishment of Program. The City Council hereby establishes a Limited-Term Assignment Program to be administered by the Human Resources Department for the purpose of providing temporary staffing support to City departments experiencing temporary operational staffing needs, including but not limited to employee leaves of absence, recruitment delays, temporary vacancies, special projects, grant-funded initiatives, workload surges, and other temporary operational needs approved by the Human Resources Director.

Section 2. Authorized Positions. The Human Resources Department is authorized to maintain a pool of up to ten (10) authorized limited-term positions to be utilized on an as-needed basis. Approval of this Resolution authorizes the program and the pool of authorized positions

only; it does not authorize or require that all positions be filled simultaneously, nor does it establish ten permanent positions.

Section 3. Administration. The Human Resources Director, or designee, is authorized to administer the Program; determine temporary operational need; establish qualifications, comparable classification, compensation, and assignment-specific working titles; recruit, appoint, assign, transfer, and separate limited-term employees in accordance with applicable law and City policy; and adopt administrative procedures necessary to implement this Program.

Section 4. Compensation. Each limited-term assignment shall be compensated at the salary range of the most comparable existing City classification based on the duties, responsibilities, qualifications, and level of work to be performed. Working titles may be used for recruitment and assignment purposes and shall not establish separate classifications.

Section 5. Duration. Appointments shall not exceed two (2) years from the employee's date of hire unless otherwise authorized by the City Council or permitted by applicable law.

Section 6. Funding. Each assignment shall be funded by the requesting department. Prior to filling an assignment, the requesting department shall confirm sufficient appropriations within its budget or through an approved budget adjustment.

Section 7. Nature of Program. Nothing in this Resolution creates permanent positions, guarantees future employment, or modifies the employment status of limited-term employees under applicable law or City policy.

Section 8. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 1st day of September, 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 1st day of September, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. L6.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Cooperative Purchase of a Type I Paramedic Squad Vehicle from Frazer, Ltd. in the Amount of $394,240 to Support Emergency Medical Response Operations (Fire Chief Sessler)

MOTION:

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

I move to approve the cooperative purchase of a Type I Paramedic Squad vehicle from Frazer, Ltd. in the amount of $394,240, and authorize the City Manager, or designee, to execute the necessary purchase agreements in accordance with City purchasing guidelines.

RECOMMENDATION:

Staff recommends that the City Council approve the cooperative purchase of a Type I Paramedic Squad vehicle in the amount of $394,240 to support emergency medical response operations and authorize the City Manager, or designee, to execute the necessary purchase agreements in accordance with City purchasing guidelines.

BACKGROUND:

The Redlands Fire Department provides advanced life support (ALS) emergency medical services to the community and responds to approximately 12,000 emergency incidents annually. Maintaining a reliable and modern emergency response fleet is essential to ensuring the continued delivery of high-quality emergency medical services.

Medic Squad 264 (MS264) was placed into service in 2018 and follows the Department's established 10-year replacement lifecycle, consisting of seven (7) years as a frontline unit followed by three (3) years in reserve status. The shortened lifecycle reflects the high mileage, extended engine hours, and increased operational demands associated with medic squad vehicles. Replacement planning began in Fiscal Year 2026-27 to accommodate the estimated two-year design and manufacturing timeline for specialty emergency vehicles, ensuring delivery of the replacement unit before the end of MS264's intended frontline service life and maintaining continuity of emergency medical response capabilities.

DISCUSSION:

The proposed cooperative purchase consists of one (1) Type I Paramedic Squad vehicle from Frazer, Ltd. in the amount of $394,240 through HGACBuy Cooperative Purchasing Contract No. AM10-23. The cooperative purchasing contract was competitively solicited and awarded, allowing the City to obtain competitive pricing without conducting a separate formal bidding process.

The replacement paramedic squad will serve as a frontline emergency medical response vehicle and is specifically designed to provide a more efficient and maneuverable platform for responding to medical aid incidents. Compared to larger fire apparatus, medic squads are better suited for the majority of emergency medical responses, allowing the Department to deploy the most appropriate resource based on the nature of the incident.

The use of a dedicated medic squad also reduces unnecessary mileage, engine hours, and wear on larger and more expensive fire engines and trucks, extending the service life of those apparatus while reducing long-term maintenance and replacement costs. Replacing MS264 in accordance with the Department's fleet replacement schedule supports cost-effective asset management, maintains operational readiness, enhances firefighter safety, and ensures the continued delivery of high-quality patient care to the community.

ALTERNATIVES:

The City Council may choose not to approve the cooperative purchase of the Type I Paramedic Squad vehicle, which would delay the replacement of MS264, increase maintenance costs, and impact the reliability of the Department's emergency medical response fleet.

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
James Garland, Interim Finance Director
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager

PREPARED BY:
Bruni Reyes, Management Analyst

FISCAL IMPACT

Fiscal Year:

Revenue Generating: No

Amount: $

Budgeted Y/N: Yes

Account No.:

Additional Appropriation Required: No

Discussion:

Funding for the purchase of the Paramedic Squad is fully available through the Fire Department's adopted budget and $50,000 from the Fire Equipment Reserves Fund. As a result, no additional General Fund appropriation is required.

Attachments

Revised_Quote.pdf

Executed_Contract_-_Frazer_Ltd.pdf

Customer Quote

7/27/2026 12:27:40 PM

Estimate No:	Z5705-0001
Quote Date:	6/11/2026
Expiration Date:	9/30/2026
Salesperson:	HB
Payment Terms:	Due on Delivery

Invoice To:

Nathan Bristol
Redlands Fire Department
35 Cajon St
Redlands 92373
US

Deliver To:

Order Instructions:

TERMS:

The unit will be invoiced approximately 30 days prior to vehicle completion and is due upon acceptance of the completed unit, unless alternate terms have been approved in writing.

All ownership documentation—including the Manufacturer's Statement of Origin (MSO), Buyer's Order, and delivery paperwork—will be held until full payment of all open invoices has been received. This won't delay you from inspecting or taking delivery—but you won't receive the paperwork until payment is complete.

TERMS:

A progress payment for the chassis portion will be invoiced upon arrival at the dealership and is due within 30 days of the invoice date. The remaining balance will be invoiced approximately 30 days prior to vehicle completion and is due upon delivery of the completed unit, unless alternate terms have been approved in writing.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE	1.00	EA	$	287,100.00	$	287,100.00
	Type I 14' Module						
2	CHASSIS	1.00	EA	$	74,500.00	$	74,500.00
	2027 Ford F-550 Gas 4x2						

This chassis price is derived from the latest information provided by Ford. The exact pricing details will not be available until the chassis physically arrives at the dealership, at which juncture adjustments to this price may be made. In the event of any price adjustment, you will receive written notification detailing the changes.

3	DELIVERY	1.00	M	$	0.00	$	0.00
	Customer Pick UP - FOB Frazer						

Customer must pick up in Houston at Frazer or additional delivery charges will apply

4	HGAC-NEW	1.00	EA	$	1,000.00	$	1,000.00
	Contract No. AM10-23						

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

7/27/2026 12:27:40 PM

Estimate No:	Z5705-0001
Quote Date:	6/11/2026
Expiration Date:	9/30/2026
Salesperson:	HB
Payment Terms:	Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
5	SpecDoc	1.00	EA	$	0.00	$	0.00
	Configurable item to create the SpecDoc						

Remit To:

Frazer, Ltd.
1410 Gillingham Lane
Sugar Land TX 77478

Sale Amount:	362,600.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	31,640.00
Misc Charges:	0.00
Total Amount:	394,240.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

For your convenience, all pricing has been itemized below per quote Z5705-0001 for Redlands Fire Department

Base Module	$	177,875.00
Chassis Exterior	$	28,675.00
Module Exterior	$	64,250.00
Chassis Interior	$	5,225.00
Module Interior	$	11,075.00
Total	**$**	**287,100.00**

Items included in above totals:

1. Pricing Model Year: 2026	$	
2. Type I - Truck Front End with Modular Body 14' Module - Transverse Unit Configuration	$	6,375.00
3. This is a CAAS GVS v4.0 2025 Unit	$	incl
Chassis Exterior:		
4. 2 Chassis Keys Provided	$	incl
5. Chassis Paint Layout: Keep Factory Paint Color - PQ - Race Red	$	incl
6. Chassis : 2027 Ford F-550, Gas, 4x2, Regular Cab, 108" Cab to Axle, PQ - Race Red	$	incl
7. Suspension: LiquidSpring	$	18,550.00
8. Camera System: Voyager 7" Monitor with Back-Up Camera	$	2,650.00
9. Voyager Monitor at Standard Rear View Mirror Location	$	incl
10. Black Back-up Camera	$	incl
11. Wheel type: Factory Aluminum	$	incl
12. Road Force Elite tire and wheel balancing	$	incl
13. Chassis Steps: Luverne Running Boards	$	1,650.00
14. EXCEPTION TO STANDARD: Standards Compliant OEM Front Bumper declined. Customer has elected to utilize an after-market, full replacement front bumper with grille guard, and understands this decision will make the unit compliant 'With Exception.'	$	incl
15. Grille Guard: Full Replacement Bumper	$	2,825.00
16. 10" and 12" Air Horns	$	1,750.00
17. Compressor Type: Standard	$	1,050.00
18. Air Horn Switching Options: Momentary	$	200.00
19. Passenger's side Grille Light: Whelen M4 Red Light	$	incl
20. Driver's side Grille Light: Whelen M4 Red Light	$	incl
21. Passenger's side Intersect Light: Whelen M4 Red Light	$	incl

22. Driver's side Intersect Light: Whelen M4 Red Light	$	incl
Chassis Exterior Subtotal	**$**	**28,675.00**

Module Exterior:

23. Ceramic Thermal Coating on Module Roof - Roof Will be White	$	incl
24. Module Paint Layout: Non-White One Tone - PQ - Race Red	$	4,075.00
25. Anti-Corrosion/Weatherproof Package	$	incl
26. Tier 1 - Standard Design Package	$	1,075.00
27. Frazer Provided Tier 2 - Standard Graphics	$	6,775.00
28. Solid Color Conspicuity Squares on Entry Doors	$	550.00
29. Solid Color Conspicuity Strips on Compartment Doors	$	325.00
30. Body Drop on the Passenger's Side Forward of Rear Wheels	$	incl
31. Dri-Deck in Applicable Exterior Compartments	$	475.00
32. Transverse Compartment Type: (2) Sliding Trays with Shelf Above	$	4,025.00
33. Shore Power: Single 30 Amp auto eject w/ Red cover on Driver's Side Wall	$	800.00
34. Pigtail/Plug Option: Pigtail	$	incl
35. Coax 1: Run coax from location 1 to Chassis	$	incl
36. Coax 2: Run coax from location 2 to Chassis	$	incl
37. Coax 3: Run coax from location 3 to Electrical Compartment	$	incl
38. Coax 4: Run coax from location 4 to Electrical Compartment	$	incl
39. UNOC #2337 - Furnish and install fixed shelf with vertical divider above slide-out trays in transverse compartment; raise fixed shelf 8" higher than Cobb County E-3940	$	800.00
40. UNOC #3372 - Furnish and install (2) slide-out trays on floor of transverse compartment, (1) on each side, with same capacity and extension as Northport E-2774: - Slide-out trays to have fabricated pans - 4" lip on front of pans and on door side - Wall on back and rear of pans (see Northport E-2774) - 120-degree hold-opens on both compartment doors	$	5,200.00
41. UNOC #2551 - Furnish and install stainless thresholds on transverse, O2, electrical, above wheel well, D/S rear storage, rear backboard, P/S rear storage and front I/O compartments; thresholds to be on bottom and sides of compartment opening (14' transverse unit)	$	950.00
42. UNOC #3302 - Install dual 20/30 Amp auto eject shore power outlets with Red covers, in lieu of CPQ selection (not selectable in CPQ)	$	625.00

43. UNOC #2536 - Install 12VDC wiring leads, battery hot, in the lower storage compartments below the transverse compartment on both sides: - (2) on D/S, toward top of back wall: (1) toward front and (1) toward back - (2) on P/S, toward top of back wall: (1) toward front and (1) toward back	$	400.00
44. *Note to Engineering: Transverse compartment with 22-1/2" wide frame opening	$	incl
45. UNOC #2748 - Furnish and install (2) additional M9 side scene lights, (1) on each side, in addition to the (2) already selected in CPQ; scene lights to be mounted just aft of the forward box light and just forward of the rear box light	$	1,025.00
46. Front Wall Light Layout: Middle 5 Lights	$	incl
47. Front Wall Light #1: Whelen M6 Red Light	$	incl
48. Front Wall Light #2: Whelen M6 Red Light	$	incl
49. Front Wall Light #3: Whelen M6 Red Light	$	incl
50. Front Wall Light #4: Whelen M6 Red Light	$	incl
51. Front Wall Light #5: Whelen M6 Red Light	$	incl
52. Front Wall Driver Side Box Light: Whelen M9 Red Light	$	250.00
53. Front Wall Passenger Box Light: Whelen M9 Red Light	$	250.00
54. UNOC #2746 - Furnish and install 46" White FireTech HiViz brow light (P/N FT-B-46-W) on front wall of module, in standard high position, wired to "Front Scene" switch at console	$	3,125.00
55. UNOC #1946 - Front Wall light #3 to be wired to Primary for steady-burn Red (California Compliance)	$	175.00
56. Driver Wall Front Box Light: Whelen M9 Red Light	$	250.00
57. Driver Wall Rear Box Light: Whelen M9 Red Light	$	250.00
58. Driver Wheel Well Light: Whelen M6 Clear Light	$	incl
59. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing	$	incl
60. O2 Compartment Style: Laydown O2 with Adjustable Shelf	$	incl
61. O2 Rollers for an H Cylinder	$	incl
62. 2 high D Cylinder Holder in the O2 Compartment Next to Laydown	$	325.00
63. O2 Regulator - Ship Loose	$	325.00
64. Electrical Compartment Style: Standard Electrical Compartment	$	incl
65. Power Source: MEPS	$	22,600.00
66. Lower Storage Style: Standard Lower Storage	$	incl
67. Compartment Above Wheel Well with No I/O Access	$	incl
68. Dometic Self-Contained A/C: Includes Exhaust Fan, Air Deflectors and Supplemental Condenser Fan	$	1,500.00

69. Rear Storage Compartment Style: Rear Storage with Divider and Adjustable Shelf	$	400.00
70. Driver Side Blind Spot Camera - White	$	925.00
71. UNOC #2536 - Install 12VDC wiring, battery hot, in storage compartments below transverse compartments: - (1) leads on D/S rear wall toward insert - (1) leads on P/S rear wall toward insert	$	400.00
72. UNOC #2573 - Hinge O2 compartment door on rear side of compartment opening, in lieu of standard; customer is aware latch level will change on the door	$	525.00
73. UNOC #2574 - Delete adjustable shelf and unistrut tracks from D/S rear storage compartment, forward of divider	$	-550.00
74. UNOC #1630 - Furnish and install Irons Lok K5003 bracket, mounted vertically in D/S rear storage compartment, centered on forward side of vertical divider	$	650.00
75. Module Window Option: Sliding Window	$	incl
76. Upper Rear Wall Light Layout: 3 Across	$	incl
77. Upper Light #1: Whelen M6 Load Light	$	incl
78. Upper Light #2: Whelen M6 Amber Light	$	incl
79. Upper Light #3: Whelen M6 Load Light	$	incl
80. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	$	incl
81. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	$	incl
82. Lower Light #3: Whelen M6 Red Light	$	incl
83. Lower Light #4: Whelen M6 Red Light	$	incl
84. Rear Wall Driver Box Light: Whelen M9 Red Light	$	250.00
85. Rear Wall Passenger Box Light: Whelen M9 Red Light	$	250.00
86. Rear Backboard Options: No Shelf	$	incl
87. Lower BTTs: 2 Grote Lights on each side	$	incl
88. Rear Bumper	$	incl
89. Door Grabbers	$	incl
90. License Plate Light	$	incl
91. Passenger Wall Front Box Light: Whelen M9 Red Light	$	250.00
92. Passenger Wall Rear Box Light: Whelen M9 Red Light	$	250.00
93. Passenger Wheel Well Light: Whelen M6 Clear Light	$	incl
94. Passenger Scene Light Activated with Side Entry Door	$	525.00
95. Interior Step Option: Double Step Well	$	incl
96. Side Entry Step Well Threshold: All Black Non-Skid	$	incl
97. Passenger Rear Compartment Style: Passenger Side Storage Compartment	$	incl

98. Passenger Side Blind Spot Camera - White	$	925.00
99. Gas Hold Open on All Compartments	$	2,600.00
100. *Note to Engineering: Gas shock hold opens on O2 and front I/O compartment doors to be set at 90-degrees	$	incl
101. UNOC #2296 - In addition to gas shock hold-open on side entry door, install over-limit strap to prevent door from over-extending and damaging the shock	$	175.00
102. UNOC #2555 - Hinge front I/O door on rear side of compartment opening, in lieu of standard; customer is aware latch level will change on the door	$	525.00
Module Exterior Subtotal	**$**	**64,250.00**

Chassis Interior:

103. Aftermarket Vinyl Seats	$	1,375.00
104. Siren Speakers: Whelen SA 315 Speakers	$	incl
105. Tap-2 on Primary Siren	$	incl
106. Siren Option: Whelen C9 Siren in Console	$	incl
107. Mic 1 on passenger's side slot 2	$	incl
108. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
109. Slot 1: Extended MDT plate - no swivel, no fuel gauge	$	200.00
110. Slot 2: Single Slot Switch Panel	$	incl
111. Slot 3: Siren 1	$	incl
112. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims Item ID 2398	$	incl
113. Slot 5: Radio Plate: 7.5 L X 2.5 W opening dims Item ID 2398	$	incl
114. Slot 6: Single Blank	$	incl
115. COMP OPEN / DOOR OPEN Warning Buzzer	$	425.00
116. COMP OPEN / DOOR OPEN Red Warning Light on Other - details in UNOC notes	$	575.00
117. Kussmaul USB/USB-C Device at Console	$	400.00
118. Console Switch Layout : Primary - Secondary - Air Horn - Blank - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Kussmaul USB/USB-C -	$	incl
119. New Armrest	$	400.00
120. Console Layout: 6-Slot Console	$	incl
121. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	325.00
122. Chassis Rear Wall: 2 High Glove Box Holder	$	325.00
123. Map Light: Light on passenger side	$	400.00
124. EXCEPTION TO STANDARD: Standards Compliant Anti-Theft Requirement	$	incl

Declined: Customer understands that an anti-theft device is required for a certified unit. Customer has approved waiving this option and understands that not meeting these requirements will result in the unit being compliant 'With Exception.'		
125. UNOC #643 - Furnish and install Newmar intercom system: - (1) handset on chassis rear wall, on P/S of glove box holder - (1) handset on O2 stainless, 3" from the edge, above action wall countertop	$	800.00
126. UNOC #1142 - Revised single slot switch panel layout: Primary - Secondary - Air Horn - Front Scene - Side Scene (D/S) - Side Scene (P/S) - Rear Load - Interior - Kussmaul USB/USB-C	$	incl
Chassis Interior Subtotal	**$**	**5,225.00**

Module Interior:

127. Protek Cushions	$	incl
128. Gunmetal Grey Interior	$	incl
129. Stainless Steel Countertops	$	incl
130. Stainless Steel Grab Rails	$	incl
131. EXCEPTION TO STANDARD: Standards Compliant Fire Extinguisher Requirement Declined. Two fire extinguishers mounted on crash compliant brackets in the Driver's Compartment or vicinity and the Patient Compartment are required for certified units. Customer has approved waiving this option and understands that not meeting these requirements will result in the unit being Compliant With Exception.	$	incl
132. Front I/O with Cargo Netting	$	725.00
133. Quad Outlet in the Front I/O	$	incl
134. EXCEPTION TO STANDARD: Standards Compliant Module Heater Declined. Customer understands the benefits of the auxiliary patient compartment heater, and that it is a required feature to meet heating requirements in certain weather conditions. Customer has approved waiving this option and understands that not meeting these requirements will result in the unit being Compliant With Exception.	$	incl
135. Duplex Outlet on the Front Wall	$	incl
136. Quad Outlet in the Front Corner Area	$	325.00
137. Netting at the Front Corner Area	$	incl
138. Location 1: 4 Switch w/Thermostat	$	incl
139. Location 2: Double O2 Outlet	$	incl
140. Location 3: Dual USB receptacles	$	400.00
141. Location 4: Blank	$	incl
142. Location 6: Blank	$	incl
143. Location 7: Blank	$	incl
144. Location 8: Quad 120 VAC	$	incl

145. Location 9: Suction	$	incl
146. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Blank;	$	incl
147. Sharps Container at Action Wall	$	incl
148. New Action Wall Acrylic Holder	$	incl
149. Single CPR Seat	$	incl
150. 6pt Harness and Forward Barrier with New Protek Cushions at the CPR Seat	$	1,300.00
151. Acrylic Holder Aft CPR Seat	$	incl
152. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	$	incl
153. New Protek Cushions at Squad Bench	$	incl
154. Two Seating Positions at the Squad Bench - 1 and 3	$	incl
155. Harness Type for Seat Position 1: 6pt Harness	$	875.00
156. Harness Type for Seat Position 3: 6pt Harness	$	875.00
157. Double Squad Bench Cabinet	$	1,050.00
158. New Glove Box & Handrail at the Head of the Squad Bench	$	550.00
159. Trashcan With Lid at the Head of the Squad Bench	$	incl
160. O2 Outlet at the Squad Bench Wall	$	incl
161. IV Hanger on Ceiling Raceway	$	incl
162. Driver Side Stainless Steel Ceiling Grab Rail for 12' Unit	$	incl
163. IV Hanger on Squad Bench Ceiling	$	incl
164. In-Module Camera at the Rear Position	$	950.00
165. Rear Headknocker Options: No Clocks or Speakers	$	incl
166. Stryker cot tower only (no antler and bar)	$	incl
167. Frazer Provided Stryker Floor Track and Power Harness Only (for Power-LOAD) - Gen 2	$	4,025.00
168. Loncoin II Onyx Floor	$	incl
169. Laydown O2 Cabinet	$	incl
170. Captain's Chair Type: Standard Captain's Chair with 4pt. Harness	$	incl
Module Interior Subtotal	**$**	**11,075.00**

Last edited by dbutts on July 16 2026

Email this quote along with your PO

to Herbert Brady at hbrady@frazerbilt.com

Remit To:

Frazer, LTD
7219 Rampart St.
Houston, Texas 77081
USA

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 180 days before the projected production completion date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

CHASSIS PAYMENT CONSIDERATION: Please note that payment for the chassis may have been issued prior to the 180-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

MARKET VOLATILITY AND FEATURE AVAILABILITY: Frazer strives to maintain transparency and proactive communication with its customers. Due to market volatility, supply chain disruptions, or other unforeseen circumstances, certain options, brand names, materials, or features may become unavailable during the production process. In such instances, Frazer will notify the customer promptly and work collaboratively to identify and implement suitable alternatives that uphold the functionality, quality, and design standards of the product. Frazer appreciates the customer's understanding as it navigates these challenges and remains committed to delivering products that meet or exceed customer expectations.

IMPORT DUTIES AND TARIFF DISCLAIMER: The pricing provided in this estimate is based on current market conditions as of the date of issuance and does not account for potential import duties, tariffs, or other

fees that may be imposed on goods imported from non-U.S. countries. Should such charges come into effect prior to the fulfillment of the order, these additional costs may be reflected in the final pricing. Frazer will provide timely notice of any such changes, including a detailed explanation of the impact, and will work in good faith with the customer to minimize any adverse effects. Frazer values its relationship with the customer and encourages open communication to address any questions or concerns that may arise.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

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MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Frazer, Ltd., hereinafter referred to as the Contractor, having its principal place of business at 7219 Rampart Street, Houston, TX 77081.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

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subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

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considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD
This Master Agreement shall be performed during the period which begins Oct 01 2023 and ends Sep 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING
Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK
The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS
If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

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conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

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B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

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the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

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to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

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(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

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Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

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through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

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certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

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ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

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In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Frazer, Ltd.

Signature DocuSigned by: 20D4043FB05E4EB...

Name Laura Griffin

Title CEO

Date 10/17/2023

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/23/2023

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MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

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

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Ambulances, EMS & Special Service Vehicles

Request For Proposal
HGACBuy/Cooperative Purchasing Program
Project ID: AM10-23
Release Date: Friday, June 9, 2023
Due Date: Thursday, August 10, 2023 12:00pm
Posted Friday, June 9, 2023 7:00am
Bid Unsealed Thursday, August 10, 2023 12:03pm
Pricing Unsealed Thursday, August 10, 2023 12:03pm
All dates & times in Central Time

3. Scope of Work / Specifications

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

3.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Ambulances, EMS and Other Specialty Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available ambulances, emergency medical response and specialty vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories.

3.2. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category G. If that specific vehicle is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category G will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

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1. **Ambulance**

   Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, Type (I, II, or III), module configurations/dimensions, chassis (make and model), 2WD/4WD, and fuel type.

2. **Light/Medium Duty EMS Rescue Vehicle**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis (make and model), dimensions, 2WD/4WD, and fuel type.

3. **Other Specialty Vehicle or Equipment**

   Category includes vehicles or trailers for command, communication, tactical response, or other related emergency response functions. Response listings/descriptions must be organized by major sub-categories, which shall include manufacturer, model, type/function, chassis (make and model), axle configuration, dimensions, 2WD/4WD, and fuel type.

4. **EMS Vehicle Conversions**

   Response listings/descriptions must be organized by major sub-categories, which include manufacturer, model, type/function, chassis, 2WD/4WD, and fuel type.

5. **Remount Services Only**

   Pricing for this service must include the cost of removing an existing body and reinstalling it on a different chassis, only. This service would apply where the chassis was supplied by the end user.
   Note: Remounting Services are to be performed by an authorized dealer/remounter. Any specific certifications or warranties that may be requested by an end user regarding remounts is the end user's responsibility and will be negotiated between the end user and the supplier/contractor when services are quoted.

6. **Remount on Contractor Supplied Chassis**

   Pricing for these items must include the cost of the chassis plus the removal and reinstallation of the body.

7. **Electric/Alternative Fuel Ambulance/EMS/Rescue Vehicles**

   Response listings must be organized by manufacturer, model, vehicle type/function, and primary fuel/propulsion type.

8. **Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans**

   Response listings must include specific details about which fees are included in costs, including current labor rates, and fee structures.

9. **Ambulance/EMS/Rescue Vehicle Parts and Supplies**

   Response listing must include percentage discount.

10. **Ambulance/EMS/Rescue Vehicle Options**

    Response listing must include percentage discount.

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3.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: “Unpriced/unpublished” options cannot be quoted on the Base Pricing List and may not be sold through this contract.

3.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Division of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent’s operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Division. Contractor must ensure all emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.
3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted (as per latest edition of KKK-A-1822F).
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each listing being bid.

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Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer’s warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer’s warranty which will be honored by any of the manufacturer’s authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design, materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.
6. On Type I & III emergency medical service MODULE the warranty period will be fifteen (15) years.
7. This warranty will be upgraded to its original status each time the module is remounted by Contractor, or a Contractor authorized remount facility, not to exceed five (5) years above the original warranty.
8. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
9. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

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3.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards (examples: National Fire Protection Association (NFPA), Commission on Accreditation of Ambulance Services (CAAS), Federal Specification for the Star-of-Life Ambulance (KKK-A-1822F), Occupational Safety and Health Administration (OSHA)).

3.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

3.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

3.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Ambulance: $1,000 per purchase order

Category B – Light/Medium Rescue Vehicle: $1,000 per purchase order

Category C – Specialty Vehicle/Equipment:

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Light Rescue/Special Service	$1,000 per purchase order
Heavy Rescue/Special Service	$2,000 per purchase order
All Trailers	2% per purchase order

Category D – EMS Vehicle Conversions:	$1,000 per purchase order
Category E – Remount Services Only:	$600 per purchase order
Category F – Remount on Contractor Supplied Chassis:	$600 per purchase order
Category G –Electric/Alternative Fuel Vehicles	Determined by category of vehicle
Category H –Service/Maintenance Plans:	2% per purchase order
Category I - Ambulance/Vehicle Parts and Supplies	2% per purchase order
Category J - Ambulance/EMS/Rescue Vehicle Options	No separate fee - part of vehicle

3.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased, including Product Code, if applicable
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

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Attachment A
Frazer, Ltd.
Ambulances, EMS & Special Service Vehicles
Contract No.: AM10-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Ambulance		
Frazer, Ltd.	**Type I - 12'**	Ram 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 208,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 189,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 215,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 206,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 4500 Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 223,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 4500 Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 219,250.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 4500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 217,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 4500 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 212,250.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 4500 Gas 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 208,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 4500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 205,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 4500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 221,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 4500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 210,250.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 5500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 218,250.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 5500 Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 220,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 5500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 222,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 5500 Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 224,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 5500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 207,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 5500 Gas 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 209,250.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 5500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 211,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ram 5500 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 213,250.00	0%
Frazer, Ltd.	**Type I - 12'**	Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 195,250.00	0%
Frazer, Ltd.	**Type I - 12'**	Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 206,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 197,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 208,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 211,250.00	0%
Frazer, Ltd.	**Type I - 12'**	Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 209,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 214,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Chevy 4500 MD Diesel 4x4 Reg Cab-84CA" w/ Steel wheels	$ 212,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 209,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 208,250.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Gas 4x2 Reg Cab-84"CA w/ AL wheels	$ 204,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	$ 215,750.00	0%

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Frazer, Ltd.	**Type I - 12'**	Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 214,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	$ 220,250.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	$ 216,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	$ 217,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	$ 219,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	$ 221,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 217,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 203,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	$ 209,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	$ 210,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	$ 208,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 206,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	$ 217,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 215,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	$ 220,250.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 219,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Gas 4x2 Reg Cab-84"CA w/ AL wheels	$ 209,250.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 204,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Gas 4x4 Reg Cab-84"CA w/ AL wheels	$ 206,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 208,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	$ 217,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	$ 219,000.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Gas 4x4 Super Cab-84"CA w/ Steel wheels	$ 210,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	$ 221,500.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	$ 211,750.00	0%
Frazer, Ltd.	**Type I - 12'**	Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Aluminum wheels	$ 222,750.00	0%
Frazer, Ltd.	**Type I - 12'**	International CV515 Diesel 4x2 Cab-84CA w/ Aluminum wheels	$ 232,250.00	0%
Frazer, Ltd.	**Type I - 12'**	International CV515 Diesel 4x4 Cab-84CA w/ Aluminum wheels	$ 234,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 214,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 195,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 221,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 212,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 4500 Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 229,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 4500 Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 225,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 4500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 223,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 4500 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 218,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 4500 Gas 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 214,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 4500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 211,750.00	0%

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Frazer, Ltd.	**Type I - 12'XT**	Ram 4500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 227,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 4500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 216,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 5500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 224,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 5500 Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 226,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 5500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 228,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 5500 Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 230,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 5500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 213,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 5500 Gas 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 215,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 5500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 217,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ram 5500 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 219,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 201,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 212,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 203,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 214,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 217,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 215,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 220,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 218,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 215,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 214,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Gas 4x2 Reg Cab-84"CA w/ AL wheels	$ 210,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	$ 221,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 220,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	$ 226,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	$ 222,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	$ 223,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	$ 225,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	$ 227,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 223,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 209,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	$ 215,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	$ 216,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	$ 214,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 212,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	$ 223,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 221,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	$ 226,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 225,000.00	0%

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Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Gas 4x2 Reg Cab-84"CA w/ AL wheels	$ 215,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 210,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Gas 4x4 Reg Cab-84"CA w/ AL wheels	$ 212,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 214,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	$ 223,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	$ 225,000.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Gas 4x4 Super Cab-84"CA w/ Steel wheels	$ 216,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	$ 227,500.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	$ 217,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Aluminum wheels	$ 228,750.00	0%
Frazer, Ltd.	**Type I - 12'XT**	International CV515 Diesel 4x2 Cab-84CA w/ Aluminum wheels	$ 238,250.00	0%
Frazer, Ltd.	**Type I - 12'XT**	International CV515 Diesel 4x4 Cab-84CA w/ Aluminum wheels	$ 240,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 242,500.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 238,250.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 236,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 231,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 227,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 224,750.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 240,500.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 228,750.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 237,250.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 239,500.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 241,500.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 243,750.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 226,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 228,250.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 230,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 232,250.00	0%
Frazer, Ltd.	**Type I - 14'**	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 230,500.00	0%
Frazer, Ltd.	**Type I - 14'**	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 228,750.00	0%
Frazer, Ltd.	**Type I - 14'**	Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 233,750.00	0%
Frazer, Ltd.	**Type I - 14'**	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 232,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 227,750.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 227,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 233,500.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	$ 237,750.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 236,750.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 222,500.00	0%

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Frazer, Ltd.	**Type I - 14'**	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 225,750.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	$ 227,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	$ 223,750.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	$ 236,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 234,750.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	$ 239,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 238,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ AL wheels	$ 225,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 223,750.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ AL wheels	$ 228,000.00	0%
Frazer, Ltd.	**Type I - 14'**	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 227,000.00	0%
Frazer, Ltd.	**Type I - 14'**	International CV515 Diesel 4x2 Cab-108CA w/ Aluminum wheels	$ 248,250.00	0%
Frazer, Ltd.	**Type I - 14'**	International CV515 Diesel 4x4 Cab-108CA w/ Aluminum wheels	$ 252,500.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 248,750.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 244,500.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 242,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 237,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 233,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 231,000.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 246,750.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 235,000.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 243,500.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 245,750.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 247,750.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 250,000.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 234,500.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 236,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 238,500.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 232,000.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 236,750.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 235,000.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 240,000.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 238,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 234,000.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 233,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 239,750.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	$ 244,000.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 243,000.00	0%

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Frazer, Ltd.	**Type I - 14'XT**	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 228,750.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 232,000.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	$ 233,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	$ 230,000.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	$ 242,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 241,000.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	$ 245,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 244,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ AL wheels	$ 231,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 230,000.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ AL wheels	$ 234,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 233,250.00	0%
Frazer, Ltd.	**Type I - 14'XT**	International CV515 Diesel 4x2 Cab-108CA w/ Aluminum wheels	$ 254,500.00	0%
Frazer, Ltd.	**Type I - 14'XT**	International CV515 Diesel 4x4 Cab-108CA w/ Aluminum wheels	$ 258,750.00	0%
Frazer, Ltd.	**Type III - 12'**	Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	$ 187,000.00	0%
Frazer, Ltd.	**Type III - 12'**	Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	$ 188,750.00	0%
Frazer, Ltd.	**Type III - 12'**	Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	$ 189,750.00	0%
Frazer, Ltd.	**Type III - 12'XT**	Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	$ 193,250.00	0%
Frazer, Ltd.	**Type III - 12'XT**	Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	$ 195,000.00	0%
Frazer, Ltd.	**Type III - 12'XT**	Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	$ 196,000.00	0%
Frazer, Ltd.	**Type III - 14'**	Chevy G4500 Gas 4x2 Reg Cab-100"CA w/ Steel wheels	$ 206,750.00	0%
Frazer, Ltd.	**Type III - 14'**	Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	$ 207,750.00	0%
Frazer, Ltd.	**Type III - 14'**	Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	$ 208,750.00	0%
Frazer, Ltd.	**MSU - 14'**	Mobile Stroke Unit 14' on Freightliner M2 Diesel 4x2 Crew Cab	$ 534,500.00	0%
Frazer, Ltd.	**MSU - 14'**	Mobile Stroke Unit 14' on International MV Diesel 4x2 Reg Cab	$ 534,500.00	0%
Frazer, Ltd.	**MSU - 15'**	Mobile Stroke Unit 15' on Freightliner M2 Diesel 4x2 Crew Cab	$ 634,500.00	0%
Frazer, Ltd.	**MSU - 15'**	Mobile Stroke Unit 15' on International MV Diesel 4x2 Reg Cab	$ 634,500.00	0%
		Category B - Light/Medium EMS Rescue Vehicle		
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ram 3500 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	$ 180,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ram 3500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 176,250.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ram 3500 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	$ 168,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ram 4500 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	$ 186,500.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ram 4500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 181,250.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ram 4500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 183,250.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ram 4500 Diesel 4x4 Crew Cab-60"CA w/ Aluminum wheels	$ 188,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ram 4500 Gas 4x2 Crew Cab-60"CA w/ Aluminum wheels	$ 172,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ram 4500 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	$ 170,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ram 4500 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	$ 175,250.00	0%

Frazer, Ltd.	**First Responder (UCV) - 9'**	Ram 4500 Gas 4x4 Crew Cab-60"CA w/ Aluminum wheels	$ 177,500.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Chevy C2500 Gas 4x2 Reg Cab-60"CA w/ Aluminum wheels	$ 153,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Chevy C2500 Diesel 4x2 Reg Cab-60"CA w/ Aluminum wheels	$ 164,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ford F-350 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	$ 177,500.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ford F-350 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 173,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ford F-350 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	$ 175,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ford F-450 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 178,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ford F-450 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	$ 182,500.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ford F-450 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	$ 181,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ford F-450 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	$ 171,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ford F-450 Gas 4x2 Super Cab-60"CA w/ Steel wheels	$ 166,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ford F-450 Gas 4x4 Super Cab-60"CA w/ Steel wheels	$ 170,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 9'**	Ford F-450 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	$ 167,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ram 3500 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	$ 203,250.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ram 3500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 199,500.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ram 3500 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	$ 192,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ram 4500 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	$ 209,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ram 4500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 204,500.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ram 4500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 206,500.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ram 4500 Diesel 4x4 Crew Cab-60"CA w/ Aluminum wheels	$ 212,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ram 4500 Gas 4x2 Crew Cab-60"CA w/ Aluminum wheels	$ 195,250.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ram 4500 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	$ 193,250.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ram 4500 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	$ 198,500.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ram 4500 Gas 4x4 Crew Cab-60"CA w/ Aluminum wheels	$ 200,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Chevy C2500 Gas 4x2 Reg Cab-60"CA w/ Aluminum wheels	$ 177,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Chevy C2500 Diesel 4x2 Reg Cab-60"CA w/ Aluminum wheels	$ 188,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ford F-350 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	$ 200,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ford F-350 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 197,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ford F-350 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	$ 199,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ford F-450 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 202,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ford F-450 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	$ 205,750.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ford F-450 Diesel 4x4 Super Cab-60"CA w/ Steel wheels	$ 204,250.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ford F-450 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	$ 195,000.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ford F-450 Gas 4x2 Super Cab-60"CA w/ Steel wheels	$ 189,250.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ford F-450 Gas 4x4 Super Cab-60"CA w/ Steel wheels	$ 193,250.00	0%
Frazer, Ltd.	**First Responder (UCV) - 10'**	Ford F-450 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	$ 191,000.00	0%
		Category C - Other Specialty Vehicle or Equipment		
Frazer, Ltd.	**Mobile Clinic. - 18'**	18' Foot Mobile Clinic Module on International MV Diesel 4x2 Crew Cab	$ 548,000.00	0%

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Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 445,500.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 441,250.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 439,000.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 434,000.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 430,000.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 427,750.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 443,500.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 431,750.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 440,250.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 442,500.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 444,500.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 446,750.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 429,000.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 431,250.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 433,000.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 435,250.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 433,500.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 431,750.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 436,750.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 435,000.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 436,500.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	$ 440,750.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 439,750.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 425,500.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 428,750.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	$ 430,000.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	$ 426,750.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	$ 439,000.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 437,750.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	$ 442,000.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 441,000.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ AL wheels	$ 428,000.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 426,750.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ AL wheels	$ 431,000.00	0%
Frazer, Ltd.	**Type I - 14' Mobile Training Unit**	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 430,000.00	0%

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		Category E - Remountv Services Only		
Frazer, Ltd.	**12' Remount**	12' Remount on Customer Provided Chassis	$ 45,000.00	0%
Frazer, Ltd.	**14' Remount**	14' Remount on Customer Provided Chassis	$ 45,000.00	0%
Frazer, Ltd.	**First Responder (UCV) Remount**	First Responder (UCV) Remount on Customer Provided Chassis	$ 40,000.00	0%
		Category F - Remount on Contractor Supplied Chassis		
Frazer, Ltd.	**Type I - 12' Remount**	Ram 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 119,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 99,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 126,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 117,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 4500 Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 134,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 4500 Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 129,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 4500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 127,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 4500 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 122,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 4500 Gas 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 118,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 4500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 116,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 4500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 132,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 4500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 120,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 5500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 128,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 5500 Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 131,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 5500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 133,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 5500 Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 135,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 5500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 117,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 5500 Gas 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 119,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 5500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 121,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ram 5500 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 123,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Chevy 3500 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 105,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Chevy 3500 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 116,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Chevy 3500 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 108,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Chevy 3500 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 119,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Aluminum wheels	$ 121,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Chevy 4500 MD Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 120,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 125,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Chevy 4500 MD Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 123,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 119,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 118,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Gas 4x2 Reg Cab-84"CA w/ AL wheels	$ 115,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	$ 126,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 125,000.00	0%

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Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	$ 130,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	$ 127,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	$ 128,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	$ 129,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Diesel 4x4 Super Cab-84"CA w/ AL wheels	$ 132,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 128,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 114,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Gas 4x4 Super Cab-84"CA w/ Steel wheels	$ 120,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	$ 121,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Gas 4x4 Reg Cab-84"CA w/ AL wheels	$ 118,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-450 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 117,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ AL wheels	$ 127,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Diesel 4x2 Reg Cab-84"CA w/ Steel wheels	$ 126,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ AL wheels	$ 130,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Diesel 4x4 Reg Cab-84"CA w/ Steel wheels	$ 129,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Gas 4x2 Reg Cab-84"CA w/ AL wheels	$ 119,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Gas 4x2 Reg Cab-84"CA w/ Steel wheels	$ 115,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Gas 4x4 Reg Cab-84"CA w/ AL wheels	$ 116,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 118,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Aluminum wheels	$ 128,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Diesel 4x2 Super Cab-84"CA w/ Steel wheels	$ 129,500.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Gas 4x4 Super Cab-84"CA w/ Steel wheels	$ 121,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Steel wheels	$ 132,000.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Gas 4x4 Super Cab-84"CA w/ Aluminum wheels	$ 122,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	Ford F-550 Diesel 4x4 Super Cab-84"CA w/ Aluminum wheels	$ 133,250.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	International CV515 Diesel 4x2 Cab-84CA w/ Aluminum wheels	$ 142,750.00	0%
Frazer, Ltd.	**Type I - 12' Remount**	International CV515 Diesel 4x4 Cab-84CA w/ Aluminum wheels	$ 144,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 134,250.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 130,000.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 4500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 127,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 122,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 118,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 4500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 116,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 4500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 132,250.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 4500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 120,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 129,000.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 5500 Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 131,250.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 133,250.00	0%

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Frazer, Ltd.	**Type I - 14' Remount**	Ram 5500 Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 135,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 117,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 5500 Gas 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 120,000.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 121,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ram 5500 Gas 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 124,000.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Aluminum wheels	$ 122,250.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 120,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Chevy 4500 MD Diesel 4x4 Reg Cab-108"CA w/ Aluminum wheels	$ 125,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Chevy 4500 MD Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 123,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Aluminum wheels	$ 119,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-350 Gas 4x4 Reg Cab-84"CA w/ Steel wheels	$ 118,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 125,250.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	$ 129,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-450 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 128,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 114,250.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 117,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-450 Gas 4x4 Reg Cab-108"CA w/ AL wheels	$ 118,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-450 Gas 4x2 Reg Cab-108"CA w/ AL wheels	$ 115,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ AL wheels	$ 127,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-550 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels	$ 126,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ AL wheels	$ 130,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-550 Diesel 4x4 Reg Cab-108"CA w/ Steel wheels	$ 129,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ AL wheels	$ 116,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-550 Gas 4x2 Reg Cab-108"CA w/ Steel wheels	$ 115,500.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ AL wheels	$ 119,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	Ford F-550 Gas 4x4 Reg Cab-108"CA w/ Steel wheels	$ 118,750.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	International CV515 Diesel 4x2 Cab-108CA w/ Aluminum wheels	$ 140,000.00	0%
Frazer, Ltd.	**Type I - 14' Remount**	International CV515 Diesel 4x4 Cab-108CA w/ Aluminum wheels	$ 144,250.00	0%
Frazer, Ltd.	**Type III - 12' Remount**	Chevy G3500 Gas 4x2 Reg Cab-80"CA w/ Steel wheels	$ 93,750.00	0%
Frazer, Ltd.	**Type III - 12' Remount**	Ford E-350 Gas 4x2 Cutaway Cab-80"CA w/ Steel wheels	$ 95,500.00	0%
Frazer, Ltd.	**Type III - 14' Remount**	Chevy G4500 Gas 4x2 Reg Cab-100"CA w/ Steel wheels	$ 94,500.00	0%
Frazer, Ltd.	**Type III - 14' Remount**	Ford E-450 Gas 4x2 Cutaway Cab-100"CA w/ Steel wheels	$ 96,500.00	0%
Frazer, Ltd.	**First Responder (UCV) Remount**	Ram 3500 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	$ 124,750.00	0%
Frazer, Ltd.	**First Responder (UCV) Remount**	Ram 3500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 121,000.00	0%
Frazer, Ltd.	**First Responder (UCV) Remount**	Ram 3500 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	$ 113,500.00	0%
Frazer, Ltd.	**First Responder (UCV) Remount**	Ram 4500 Diesel 4x4 Crew Cab-60"CA w/ Steel wheels	$ 131,250.00	0%
Frazer, Ltd.	**First Responder (UCV) Remount**	Ram 4500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 126,000.00	0%
Frazer, Ltd.	**First Responder (UCV) Remount**	Ram 4500 Diesel 4x2 Crew Cab-60"CA w/ Steel wheels	$ 128,000.00	0%

Frazer, Ltd.	**First Responder (UCV) Remount**	Ram 4500 Diesel 4x4 Crew Cab-60"CA w/ Aluminum wheels	$ 133,500.00	0%
Frazer, Ltd.	**First Responder (UCV) Remount**	Ram 4500 Gas 4x2 Crew Cab-60"CA w/ Aluminum wheels	$ 116,750.00	0%
Frazer, Ltd.	**First Responder (UCV) Remount**	Ram 4500 Gas 4x2 Crew Cab-60"CA w/ Steel wheels	$ 114,750.00	0%
Frazer, Ltd.	**First Responder (UCV) Remount**	Ram 4500 Gas 4x4 Crew Cab-60"CA w/ Steel wheels	$ 120,000.00	0%
Frazer, Ltd.	**First Responder (UCV) Remount**	Ram 4500 Gas 4x4 Crew Cab-60"CA w/ Aluminum wheels	$ 122,250.00	0%
		Category H - Ambulance/EMS/Rescue Vehicle Service/Maintenance Plans		
Frazer, Ltd	**Labor**	Labor (Hourly Rate)	$ 145.00	0%

City Council **AGENDA ITEM NO. L7.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8818 authorizing use of the State's Citizens' Option for Public Safety (COPS) Program Funds for Fiscal Year 2026/27 and 2027/28 for the purpose of ensuring public safety (Police Chief Tolber)

MOTION:

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

I move to adopt Resolution No. 8818.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8818 for the use of the State's Citizens' Option for Public Safety Program Funds for Fiscal Year 2026/27 and 2027/28 to ensure public safety.

DISCUSSION:

During Fiscal Year 2000/2001, AB 1913 (Schiff-Cardenas Crime Prevention Act of 2000) was enacted as part of the State budget package. The legislation modified the Citizens' Option for Public Safety (COPS) program established under AB 3229. The COPS program is an ongoing State-funded program that provides financial assistance to local agencies to support frontline public safety services.

In October 2001, Senate Bill (SB) 736 was enacted, ensuring the continued funding of the COPS program. The State Budget Act continues to appropriate funding for the COPS program. To receive these funds, the City is required to maintain a separate, interest-bearing Supplemental Law Enforcement Services Fund (SLESF) for the deposit of COPS revenues, with monthly transfers to the operating budget as needed to facilitate appropriations and expenditures. The City has complied with these requirements.

State law requires that SLESF funds be used to support frontline municipal police services and that they supplement, rather than supplant, existing local funding for law enforcement. In addition, the City Council must consider the proposed use of COPS funds separately from General Fund appropriations. Following City Council approval, the funding request must be forwarded to the County Board of Supervisors before the funds are disbursed.

The City of Redlands will receive SLESF allocations for FY 2026/27 and 2027/28, and the funding will be used as follows:

Personnel: Six Part-Time Camera Operators

The Redlands Police Department (RPD) relies heavily on its part-time Camera Operators to enhance officer and public safety through the monitoring of approximately 160 cameras located throughout the City. These positions provide real-time situational awareness, assist officers in the field, and support investigations by monitoring live and recorded video feeds.

Primary responsibilities include:

- Monitoring live and recorded video feeds to identify criminal activity, disturbances and other incidents requiring police response.
- Documenting observed incidents through clear and accurate reports.
- Operating the California Law Enforcement Telecommunications System (CLETS).
- Communicating with officers, dispatchers and other department personnel regarding incidents observed through the camera system.
- Making public announcements related to violations, warnings and other public safety information using the department's camera system.
- Preserving, labeling, and managing digital evidence, including photographs and video files.

Funding for the six part-time Camera Operators for FY 2026/27 and 2027/28 will not exceed $114,280.

Services: Automated License Plate Reader Renewals

RPD utilizes Automated License Plate Recognition (ALPR) technology to support criminal investigations and enhance public safety. ALPR systems use high-speed cameras to capture images of vehicle license plates, convert the plate information into machine-readable text, and record the date, time, and location of each scan. The data is securely stored in a searchable database that is accessible only to authorized RPD personnel and other local California police departments that have received departmental authorization for legitimate law enforcement purposes and in accordance with applicable laws and department policy.

The funding will cover the renewal of the RPD's ALPR system subscriptions, ensuring the continued operation of the license plate recognition network and investigators' access to ALPR data.

Funding for the ALPR subscriptions for FY 2026/27 and 2027/28 will not exceed $188,000.

Police Vehicle Outfitting

RPD will replace seventeen (17) outdated police vehicles. The requested funding will partially offset the cost of outfitting the new replacement vehicles with necessary equipment to support law enforcement operations.

Funding for FY 2026/27 will not exceed $200,473.

ALTERNATIVES:

The City Council can decide not to authorize the use of the COPS SLESF funds and direct staff accordingly.

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
James Garland, Interim Finance Director
Danielle Garcia, Assistant City Manager

Kurt Wilson, Assistant City Manager

PREPARED BY:
Jimmy Nguyen, Management Analyst

FISCAL IMPACT

Fiscal Year: FY 2026/27 & FY 2027/28

Revenue Generating: No

Amount: FY 2026/27 $502,753; FY 2027/28 $302,280

Budgeted Y/N: Y

Account No.: 249200

Additional Appropriation Required: No

Discussion:

There is no fiscal impact to the General Fund, as the expenditures will be funded through the State's Citizens' Option for Public Safety (COPS) Program funds.

Attachments

Resolution_No_8818.pdf

RESOLUTION NO. 8818

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

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

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

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

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

Section 1. The City Council accepts the state Supplemental Local Law Enforcement for fiscal year 2026/27 and 2027/28.

Section 2. The City Council approves the use of State Supplemental Local Law Enforcement Grant funds for fiscal year 2026/27 and 2027/28 in accordance with state requirements, as outlined below:

- Part-time camera operators
- Automated license plate reader cameras
- Police Vehicle Outfitting

Section. 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 1st day of September, 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 1st day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. L8.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a non-competitive Professional Services Agreement with Rincon Consultants, Inc. for the implementation of the Remedial Action Plan at the Alabama Street Septage Ponds for an amount not to exceed $640,000, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Heredia)

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 approval of the Professional Services Agreement with Rincon Consultants, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve a single-source Professional Services Agreement with Rincon Consultants, Inc. for the implementation of the Remedial Action Plan at the Alabama Street Septage Disposal Ponds for an amount not to exceed $640,000.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the Professional Services Agreement with Rincon Consultants, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of a single-source Professional Services Agreement with Rincon Consultants, Inc. for the implementation of the Remedial Action Plan at the Alabama Street Septage Disposal Ponds for an amount not to exceed $640,000.

DISCUSSION:

The Alabama Street Septage Disposal Ponds were utilized from the 1920s through the late 1980s for the disposal of septic tank waste generated throughout the City. The site, located east of Alabama Street adjacent to the south bank of the Santa Ana River, was permanently decommissioned in 2003, at which time a five-year post-closure environmental monitoring program was implemented to evaluate potential impacts to soil and groundwater. In 2017, a surface fire disturbed the closed disposal ponds, compromising site conditions and necessitating the development of an updated mitigation strategy to address potential environmental and regulatory concerns.

On October 30, 2018, the City executed a Professional Services Agreement with Rincon Consultants, Inc. (Rincon) to perform comprehensive environmental site investigations under the oversight of the Santa Ana Regional Water Quality Control Board (Water Board). Since that time, Rincon has completed multiple phases of technical investigations, including subsurface soil and groundwater characterization, installation and sampling of groundwater monitoring wells, per- and polyfluoroalkyl substances (PFAS) assessments, leachability analyses, development of site-specific remediation objectives, and refinement of the site's Conceptual Site Model (CSM). These technical evaluations established the nature and extent of environmental impacts and provided the basis for selection of an appropriate remedial strategy.

Based on the findings of the environmental investigations, Rincon prepared a Feasibility Study/Remedial Action Plan (FS/RAP) that evaluated site-specific environmental risks, applicable regulatory requirements, and practicable long-term remedial alternatives. Following technical review, the Water Board approved the FS/RAP on June 9, 2026, authorizing the project to transition from the characterization phase into implementation of the selected remedial action. The proposed agreement with Rincon will provide the professional environmental engineering and regulatory compliance services necessary to implement the approved remedy, including regulatory agency coordination, construction and remediation oversight, field inspections, one-year of groundwater monitoring, staff training for long-term monitoring activities, preparation of technical documentation, and submittal of required compliance reports to support achievement of regulatory closure.

The sole-source selection of Rincon is justified based on the firm's unique qualifications and comprehensive institutional knowledge of the Alabama Street Septage Disposal Ponds project. Since 2018, Rincon has served as the City's environmental consultant of record, performing all major site investigations, developing the Water Board-approved FS/RAP, and maintaining detailed knowledge of the site's hydrogeologic conditions, contaminant distribution, risk assessments, and regulatory framework. Retaining Rincon for implementation of the approved remedial action will ensure technical continuity, preserve project efficiencies, minimize schedule impacts and transition costs associated with onboarding a new consultant, and facilitate timely completion of remedial activities leading to regulatory closure of the site.

Approval of the Professional Services Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (CEQA) because approval of this agreement will not have any significant effect on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation, although doing so could place the City at risk for unknown penalties that may be issued by the Water Board.

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
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
Goutam K. Dobey, City Engineer
Dana Abramovitz-Daniel, Procurement Manager
James Garland, Interim Finance Director

PREPARED BY:

Johana Silva, Associate Engineer

FISCAL IMPACT

Fiscal Year: FY 26/27

Revenue Generating: No

Budgeted Y/N: Yes

Account No.: 521910

Additional Appropriation Required: No

Discussion:

There is no additional fiscal impact associated with this action. Funding is included in the FY 26/27 Wastewater Project (521910) budget.

Attachments

A_Rincon_Professional_Services_Agreement.pdf

B_Rincon_Sole_Source_Form.pdf

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Professional Environmental Services to Implement the Alabama Street Septage Ponds Remedial Action Plan ("Agreement") is made and entered in this 1st day of September, 2026 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Rincon Consultants, Inc. a California corporation. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide professional environmental services related to the implementation of the Alabama Street Septage Ponds Remedial Action Plan 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 Monica Heredia, Municipal Utilities and Engineering Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of three (3) years commencing as of the Effective Date, unless terminated earlier as provided herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of six hundred forty thousand ($640,000.00). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled ("Fee Schedule") which is attached hereto and incorporated herein by reference.

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

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

CITY:

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

CONSULTANT:

Ryan Thacher, Principal
Rincon Consultants, Inc.
2060 Knoll Drive
Ventura, CA 93003
rthacher@rinconconsultants.com
Phone: 831-566-3081

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements

evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

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

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent

jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

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

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

RINCON CONSULTANTS, INC.

By: _____
Ryan Thacher, Principal

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The scope of work for implementing the selected remedial actions is described below.

Task 1 Pre-implementation Activities

The purpose of Task 1 is to prepare the work plans, health and safety documents, permitting materials, and institutional control elements needed to support regulatory review and initiate field implementation of the selected remedial actions.

Task 1.1 Implementation Work Plan

Consultant will prepare an Implementation Work Plan describing the planned scope of work for each selected remedial action: cleaning and inspecting the Imhoff Tanks and AST, destroying the dry groundwater monitoring wells, installing two additional groundwater monitoring wells, and long-term monitoring of the groundwater at the site. The Implementation Work Plan will be subject to review and approval by the Regional Board.

Attached to the Implementation Work Plan will be a HASP prepared for the remedial action implementation activities described in the FS/RAP. This plan will describe the steps necessary for the field crew to operate on site in a safe and healthy manner, including steps to minimize exposure of the crew to potential contaminants. The preparation of such a plan is required by Federal guidelines for site assessment work. The HASP will be prepared in accordance with California Occupational Safety and Health Administration requirements (CCR Title 8 Section 5192) and contains safety provisions for routine response activities and unexpected emergencies. The plan contains information on chemical and physical hazards, personal protective equipment, decontamination procedures, personnel responsibilities, and emergency response protocols. The HASP will be presented to all onsite personnel and signed prior to the commencement of work.

Task 1.2 Long-term Groundwater Sampling and Analysis Plan

Prior to initiation of the first semi-annual groundwater sampling event, Consultant will prepare a sampling and analysis plan (SAP) that will include analytical and sampling requirements for semi-annual groundwater monitoring as well as a detailed groundwater monitoring plan. The SAP will be submitted to the Regional Board for review and approval prior to the first semi-annual groundwater sampling event.

The SAP may be updated as needed based on the groundwater data collected, any significant changes to the groundwater monitoring plan, or new or updated analytical methods.

Task 1.3 Soil Management Plan

Consultant will prepare a Soil Management Plan (SMP) to prescribe appropriate soil handling and management activities to be conducted during future earth moving activities at the site in the vicinity of the Septage Ponds, Imhoff Tanks, or AST. The purpose of the SMP is to provide construction and/or other workers with guidance for the proper handling and management of impacted soil, when or if encountered, during future earth moving activities. The SMP will be subject to review and approval by the Regional Board.

Task 1.4 Land Use Covenant Support

Consultant will support the City in the preparation and implementation of a Land Use Covenant (LUC) required by the RAP to ensure long-term protection of human health and the environment. The LUC will establish institutional controls for the Septage Ponds and Imhoff Tank areas where residual impacts will remain in place. Consultant's role will include assisting the City by providing technical content, site data, and recommended restrictions for incorporation into the LUC, as well as coordinating with the Regional Board and other stakeholders, including the adjacent property owner, as necessary. The City, with its legal counsel, will prepare, finalize, and record the LUC. The LUC is anticipated to include land-use restrictions limiting development to non-sensitive uses, requirements for implementing an SMP during any future earthwork (see Task 1.3), prohibitions on intrusive activities without prior regulatory approval, and notification and reporting obligations for future property owners. Once finalized, the LUC will be recorded on the property title and will remain in effect in perpetuity.

Task 2 Tank Cleaning, Inspections, and Reporting

The purpose of Task 2 is to clean and inspect the Imhoff Tanks and AST, to characterize residual materials, and document conditions for Regional Board review as outlined in the FS/RAP.

Task 2.1 Pre-field Activities

Pre-field preparation activities will be conducted prior to the tank cleanings and inspections. These activities will include coordination between Consultant, the licensed contractor conducting the cleaning, and the City and preparation for the field activities.

Task 2.2 Imhoff Tanks and AST Removal

As an alternative to Tasks 2.2 and 2.3, an excavator and breaker may be used to remove the two concrete Imhoff Tanks. Under this scenario, the concrete would be sized using the breaker to transport to a recycler. The concrete is assumed to be non-hazardous and free of staining. Upon completion of the removal of the Imhoff tanks, the cavities would be backfilled with "clean" import backfill material to the surface and the area will be rough graded. The backfill would be placed in estimated 12-inch lift and compacted with a compaction wheel attached to the excavator. The AST would be loaded on a flatbed truck with the excavator and transported to a local recycling facility. Consultant assumes the AST does not contain any liquid.

Consultant would collect waste characterization samples of the sediment removed from the Imhoff Tanks for disposal at an approved facility. Consultant assumes 4 samples of the sediment removed from the Imhoff Tanks would be collected. Samples will be analyzed for Title 22 Metals by Environmental Protection Agency (EPA) Method 6010, TPH by EPA method 8015B, and VOCs by EPA Method 8260B by a California certified laboratory via standard turnaround time.

Task 2.3 Tank Cleaning and Inspection Memorandum

Following completion of the cleaning and inspection (or removal) of the Imhoff Tanks and AST, a memorandum will be prepared that describes the activities conducted during the cleanings and inspections (or removal) of the tanks. At a minimum the memorandum will include details about the debris or material within the tanks, the cleaning (removal) methods used, the debris or material removed from the tanks, the results of the visual inspections of the cleaned tanks, the

analytical results of the waste characterization samples, and waste manifests for the disposed material. This report will be subject to review and approval by the Regional Board.

Task 3 Groundwater Monitoring Well Destruction

The purpose of Task 3 is to properly destroy seven dry groundwater monitoring wells at the site in accordance with regulatory requirements as outlined in the FS/RAP.

Task 3.1 Pre-field Activities

Pre-field preparation activities will be conducted prior to groundwater monitoring well destruction. These activities will include coordination between Consultant, the licensed contractor conducting the destruction, and the City and preparation for the field activities as well as the subtasks below.

Task 3.2 Well Locating

During site visits in 2018, some of the historical groundwater monitoring wells were located by Consultant personnel; however, several wells were not located. Consultant will conduct a multi-tiered approach to attempt to locate the groundwater monitoring wells. Consultant will review state and local databases to determine approximate and relative locations of the groundwater monitoring wells. Additionally, Consultant will review historical aerials and site maps.

Once the general vicinity of the wells is determined, Consultant will mobilize to the site with a licensed contractor to deploy ground penetrating radar (GPR) in an attempt to locate the wells. In addition, Consultant personnel will be equipped with a metal detector in an effort to locate steel flush mount covers for the wells. It is anticipated that locating activities will be completed in one day.

Consultant assumes that the general vicinity of each of the wells will be cleared of vegetation by the City prior to conducting GPR activities.

Task 3.3 Permitting

Consultant will obtain the appropriate permit(s) from San Bernardino County Environmental Health Services (EHS) to destroy the seven dry groundwater monitoring wells. This task includes completing applications and associated paperwork, coordination with EHS, and applicable permit fees.

Task 3.4 USA Mark-out

The dry groundwater monitoring well locations will be pre-marked with white flags and white spray paint and notify Underground Service Alert (USA) utility marking service prior to performing well destruction activities. California law requires this notification no less than 48 hours prior to drilling, not including the date of notification. In addition, the City will provide any information they have regarding underground utilities in the project vicinity.

Task 3.5 Monitoring Well Destruction

Well destruction of the groundwater monitoring wells will be performed by a C-57 well driller that is registered with San Bernardino County. The wells will be pressure grouted with approved material from the bottom of the wellbore to ground surface. The groundwater monitoring well

will be over drilled to a depth of approximately 20 feet below ground surface. The wellbore will be sealed from approximately 20 feet below ground surface to the ground surface with impervious material to prevent any surface water or contaminants from entering the well and potentially reaching groundwater. It is anticipated that destruction of groundwater monitoring wells will take up to three days.

Task 3.6 Monitoring Well Destruction Memorandum

Following completion of the destruction of the dry groundwater monitoring wells, a summary memorandum will be prepared describing the completion of the groundwater monitoring well destruction. At a minimum it will include the locations of each of the dry groundwater monitoring wells and the general procedures for groundwater monitoring well destruction. This memorandum will be subject to review and approval by the Regional Board.

Task 4 Groundwater Monitoring Well Installation

The purpose of Task 4 is to install and develop two new groundwater monitoring wells necessary to support long-term groundwater monitoring as outlined in the FS/RAP.

Task 4.1 Pre-field Activities

Pre-field preparation activities will be conducted prior to groundwater monitoring well destruction. These activities will include coordination between Consultant, the licensed contractor performing the installation, and the City and preparation for the field activities as well as the subtasks below.

Task 4.2 Permitting

Consultant will obtain the appropriate permit(s) from San Bernardino County EHS to install two groundwater monitoring wells. This task includes completing applications and associated paperwork, coordination with EHS, and applicable permit fees.

Task 4.3 USA Mark-out

The two groundwater monitoring well locations will be pre-marked with white flags and white spray paint and we will notify USA utility marking service prior to performing well installation activities. California law requires this notification no less than 48 hours prior to drilling, not including the date of notification. In addition, the City will provide any information they have regarding underground utilities in the project vicinity. Consultant assumes that prior to mark-out activities, the City will conduct clearing and grading activities, as needed, so that drilling equipment may access the groundwater monitoring well locations.

Task 4.4 Monitoring Well Drilling and Development

The two groundwater monitoring wells will be installed using an 8-inch diameter hollow-stem auger to a target total depth of 250 feet bgs where a screen will be placed from approximately 220 to 250 feet bgs. It is anticipated that installation of each well will take up to 7.5 days to complete.

A 4-inch diameter Schedule 80 PVC well will be installed in each borehole; the bottom 30 foot well screen will be slotted Schedule 80 PVC pipe, with 0.010-inch slots, and solid Schedule 80

PVC pipe (riser) will be placed from the top of the well screen to land surface. The annulus between the groundwater monitoring well and the borehole will be backfilled with Monterey No. 2/12 sand from the total borehole depth, to 5 feet above the top of the well screen. A 3-foot thick (minimum) hydrated bentonite seal will be installed above the sand pack. Hydrated bentonite grout will be installed from the top of the bentonite seal of the filter pack to 2 feet bgs. Concrete will be placed from 0 to 2 feet bgs. A traffic-rated vault as well as a riser and pad (given the terrain) will be installed around the groundwater monitoring well. A locking cap will be placed on top of the PVC riser at grade and a bottom PVC cap will either be screwed on or secured with stainless steel screws for each groundwater monitoring well.

Well development activities will be initiated at least 48 hours after groundwater monitoring well installation. The monitoring wells will be developed by pumping, surging, and bailing until sediments in the bottom of the groundwater monitoring well are removed, the extracted water becomes clear, and all indicator parameters become stable (California Environmental Protection Agency 1995). The groundwater monitoring wells will be developed until water quality parameters (pH, temperature, conductivity, and turbidity) stabilize. Water quality field parameters will be collected and recorded throughout the development process.

Task 4.5 Well Survey

The two newly installed groundwater monitoring wells and the one groundwater monitoring well installed in 2022 will be surveyed by a State of California Licensed Land Surveyor. The elevation and the latitude and longitude of the top of well casing will be surveyed for each groundwater monitoring well.

Task 4.6 Investigation Derived Waste

Investigative derived waste (IDW) will be generated from purged groundwater into 55-gallon drums. Consultant will collect two IDW-water samples from groundwater purged from the two newly installed wells. The samples will be submitted to a laboratory and will be analyzed for VOCs by EPA Method 8260B, TPH by EPA Method 8015, and Title 22 Metals by EPA Method 6010/7417 for waste disposal purposes. Consultant will contract with a waste hauler to pick up and transport the drums to a waste facility.

Task 4.7 Well Installation Memorandum

Upon completion of the installation of the groundwater monitoring wells, Consultant will prepare a completion memorandum detailing, at a minimum, the well construction details and well development procedures. This memorandum will be subject to review and approval by the Regional Board.

Task 5 Remedial Action Implementation Reporting

A Remedial Action Implementation Report will be prepared to describe the activities conducted as described in Tasks 1 through 4. The Report will reference the memoranda and Regional Board approval letters for each memorandum.

Task 6 Long-term Groundwater Monitoring

The purpose of Task 6 is to conduct semi-annual groundwater sampling and reporting to evaluate potential contaminant migration and ensure long-term protectiveness of the approved remedial actions.

Task 6.1 Year 1 Groundwater Monitoring

Consultant assumes that Year 1 groundwater monitoring will be conducted in 2027 and consist of:

- Completing pre-field preparation activities including coordination between Consultant, subcontractors, and the City.
- Installing a dedicated pump equipped with high density tubing in each of the groundwater wells to be sampled and monitored long term (total of 3 pumps).
- Performing one 3-year groundwater monitoring event with the analyte list shown in Table 1. One groundwater sample will be collected from each monitoring well (total of 3 samples). One duplicate sample will be collected and one equipment blank sample will be collected during each sampling event.
- Performing one semi-annual groundwater monitoring event with the analyte list shown in Table 2. One groundwater sample will be collected from each monitoring well (total of 3 samples). One duplicate sample will be collected and one equipment blank sample will be collected during each sampling event.
- During each groundwater monitoring event, field parameters including pH, specific conductance, dissolved oxygen, and temperature will be monitored prior to collecting groundwater samples. Groundwater samples will be stored in a cooler chilled to 4 degrees Celsius and will be couriered to a State-certified analytical laboratory using chain-of-custody protocol. Consultant assumes the City will contract directly with the analytical laboratory. Analytical laboratory costs are not included in this proposal.
- Preparing and submitting an annual report for review and approval by the Regional Board. Groundwater monitoring activities and analytical results will be reported to the City and the Regional Board in a letter report. The letter report will include groundwater levels, calculated groundwater gradient, analytical results, and any other pertinent observations as well as a status update of ongoing remediation activities.
- Disposing of purged groundwater after the second monitoring event of the year. IDW will be generated from purged groundwater into 55-gallon drums. Consultant will collect one IDW-water sample from the drums each year. The samples will be submitted to a laboratory and will be analyzed for VOCs by EPA Method 8260B, TPH by EPA Method 8015, and Title 22 Metals by EPA Method 6010/7417 for waste disposal purposes. Consultant will contract with a waste hauler to pick up and transport the drums to a waste facility after the second monitoring event of the year.

Table 1. Analyte List for 3-year Groundwater Monitoring Events

Analysis Description	Monitoring Frequency	Method for Groundwater Analysis

Analysis Description	Monitoring Frequency	Method for Groundwater Analysis
Lead	Semi-annual	EPA Method 6010B
PFOA/PFOS	Semi-annual	EPA Method 1633
PFAS – Full List	Every 3 Years	EPA Method 1633
Total Cations	Every 3 Years	EPA Method 1
Total Anions	Every 3 Years	EPA Method 1
Hydroxide (OH)	Every 3 Years	EPA Method 2
Specific Conductance (Electrical Conductivity)	Every 3 Years	EPA Method 120.1
Total Hardness	Every 3 Years	EPA Method 130
pH	Every 3 Years	EPA Method 150.1
Total Dissolved Solids	Every 3 Years	EPA Method 160.1
Iron (Fe)	Every 3 Years	EPA Method 200.7 / 236.1
Manganese (Mn)	Every 3 Years	EPA Method 200.7 / 243.1
Zinc (Zn)	Every 3 Years	EPA Method 200.7 / 289.1
Boron (B)	Every 3 Years	EPA Method 212.3 / 200.7
Carbonate ($CaCO_3$)	Every 3 Years	EPA Method 310.2
Bicarbonate (HCO_3)	Every 3 Years	EPA Method 310.2
Total Alkalinity	Every 3 Years	EPA Method 310.1
Chloride (Cl)	Every 3 Years	EPA Method 325
Fluoride (F)	Every 3 Years	EPA Method 340
Nitrate (NO_3)	Every 3 Years	EPA Method 353.2
Phosphate (PO_4)	Every 3 Years	EPA Method 365.2
Total Phosphorus	Every 3 Years	EPA Method 365.1/365.2
Sulfate (SO_4)	Every 3 Years	EPA Method 375
Chemical Oxygen Demand	Every 3 Years	EPA Method 410
Total Organic Carbon	Every 3 Years	EPA Method 415
Phenols	Every 3 Years	EPA Method 420.1
Total Organic Halogens	Every 3 Years	EPA Method 450.1
Volatile Organic Compounds (VOCs)	Every 3 Years	EPA Method 8260B
Total Petroleum Hydrocarbons (TPH) – Gas, Diesel, and Motor Oil Range	Every 3 Years	EPA Method 8015M
Notes:		

Analysis Description	Monitoring Frequency	Method for Groundwater Analysis
Methods for groundwater analysis will be finalized in the Long-term Groundwater Sampling and Analysis Plan (see Task 1.2)		
EPA - United States Environmental Protection Agency PFAS - per- and polyfluoroalkyl substances PFOA - perfluorooctanoic acid PFOS - perfluorooctanesulfonic acid		

Table 2. Analyte List for Semi-annual Groundwater Events

Analysis Description	Monitoring Frequency	Method for Groundwater Analysis
Lead	Semi-annual	EPA Method 6010B
PFOA/PFOS	Semi-annual	EPA Method 1633

Notes:

Methods for groundwater analysis will be finalized in the Long-term Groundwater Sampling and Analysis Plan (see Task 1.2)

EPA - United States Environmental Protection Agency
PFOA - perfluorooctanoic acid
PFOS - perfluorooctanesulfonic acid

Task 6.2 Training for Groundwater Monitoring

Consultant will conduct training with City staff to take over responsibility for groundwater monitoring beyond the first year of groundwater monitoring activities (i.e., training to occur during year 1 monitoring activities). Consultant will train during two sampling events, which will include coordination with the analytical laboratory, preparation of sampling equipment and bottleware, collection of samples, and submittal of samples to the analytical laboratory. Consultant assumes the City will contract directly with the analytical laboratory and manage IDW during these training events. Costs associated with IDW and analytical laboratory costs are not included in this proposal.

Task 7 Contingency

Due to the potential unknowns (e.g., well locations, well construction information) and challenges installing prior wells at the site and in the local region, Consultant has included a 10-percent contingency budget to account for potential budget overruns. Consultant will not expend this budget without prior written approval from the City.

General Assumptions

- Costs for written documents (Tasks 1.1, 1.2, 1.3, 2.4, 3.5, 4.7, 5, and 6.1) include responding to one round of comments from the City, and one round of comments from the Regional Board.
- Consultant is not responsible for any damages to underground improvements not clearly or accurately marked by the City. Consultant will contact DigAlert for utility mark-outs;

however, it should be noted that DigAlert often does not mark the location of subsurface utilities located on private property. If Consultant damages any subsurface utility or structure that is not identified by the City, then the City will assume the cost and all liability related to repair and injury that may occur as a result of such an occurrence.

- The subsurface is amenable to well installation using the methods described in this proposal and the sampling can be completed in the specified time frame. Consultant will advise the City of any necessary revisions to the work scope as well as additional costs, if required.
- Laboratory analytical costs included in this proposal assume a standard turnaround time.
- An annual escalation of 3.5% was applied to costs projected in 2027, 2028, and 2029.

EXHIBIT "B"
PROJECT SCHEDULE

Activity	Estimated Start Time and Year	Estimated Year
Pre-implementation Activities	6 months after approval of FS/RAP	Second half of 2026
Long-term Groundwater Sampling and Analysis Plan	6 months after approval of FS/RAP	Second half of 2026
Soil Management Plan	6 months after approval of FS/RAP	Second half of 2026
Imhoff Tank Cleaning, Inspections, and Reporting	6 months after approval of FS/RAP	Second half of 2026
Aboveground Storage Tank Cleaning, Inspections, and Reporting	6 months after approval of FS/RAP	Second half of 2026
Groundwater Monitoring Well Destruction	6 months after approval of FS/RAP	Second half of 2026
Groundwater Monitoring Well Installation	1 year after approval of FS/RAP	Second half 2027
Annual Groundwater Monitoring and Reporting	Once every year after the installation of the groundwater monitoring wells	First half of 2028, 2029, and 2030
Remedial Action Implementation Report	6 months after completion of all remedial action alternatives	First half of 2028
Land Use Covenant	1 year after groundwater monitoring well installation	Second half 2028

* Schedule is subject to change due to permitting, site conditions, and coordination needs; therefore, an agreement term of 3 years is proposed.

EXHIBIT "C"

FEE SCHEDULE

Task	Estimated Costs
Task 1 Pre-implementation Activities	**$35,800**
Task 1.1 Implementation Work Plan	$10,000
Task 1.2 Long-term Groundwater Sampling and Analysis Plan	$8,000
Task 1.3 Soil Management Plan	$8,000
Task 1.4 Land Use Covenant Support	$9,800
Task 2 Tank Cleaning, Inspections, and Reporting	**$141,300**
Task 2.1 Pre-field Activities	$2,400
Task 2.2 Imhoff Tanks and AST Removal	$134,900
Task 2.3 Tank Cleaning and Inspection Memorandum	$4,000
Task 3 Groundwater Monitoring Well Destruction	**$60,700**
Task 3.1 Pre-field Activities	$3,300
Task 3.2 Well Locating	$7,300
Task 3.3 Permitting	$9,000
Task 3.4 USA Mark-out	$3,700
Task 3.5 Monitoring Well Destruction	$33,400
Task 3.6 Monitoring Well Destruction Memorandum	$4,000
Task 4 Groundwater Monitoring Well Installation	**$340,600**
Task 4.1 Pre-field Activities	$3,300
Task 4.2 Permitting	$4,800
Task 4.3 USA Mark-out	$3,700
Task 4.4 Monitoring Well Drilling and Installation	$302,300
Task 4.5 Well Survey	$7,300
Task 4.6 Investigation Derived Waste	$15,200
Task 4.7 Monitoring Well Memorandum	$4,000
Task 5 Remedial Action Implementation Reporting	**$7,500**
Task 6 Long-term Groundwater Monitoring (First 3 Years)	**$54,100**
Task 6.1 Year 1 Groundwater Monitoring	$42,700
Task 6.2 Groundwater Monitoring Training	$11,400
Total	**$640,000**

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

VENDOR

By:_____ Date: _____

Ryan Thatcher, Principal

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: 7/14/26

To: Purchasing Division

From: MUED

Estimated Total Cost: $ 640,000

Proposed Vendor: Rincon Consultants, Inc.

Request Term: FY 26/27

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:

Rincon Consultants, Inc. is uniquely qualified to implement the Remedial Action Plan at the Alabama Street Septage Disposal Ponds due to their ongoing involvement with the site since 2018. Rincon has overseen the assessment, monitoring, and regulatory reporting, developing extensive knowledge of the site's conditions and a strong working relationship with the Santa Ana Regional Water Quality Control Board.

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**

Changing consultants would delay the project and increase the risk of regulatory non-compliance and potential Water Board penalties.

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

Johana Silva 7/16/2026

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City Council **AGENDA ITEM NO. L9.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Single-Source Professional Services Agreement with Parsons Water & Infrastructure Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 Project for an amount not to exceed $287,326 and determination 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 (Municipal Utilities and Engineering Director Heredia)

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 approval of a Professional Services Agreement with Parsons Water & Infrastructure, Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 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 that the City Council approve a single-source Professional Services Agreement with Parsons Water & Infrastructure Inc. for an amount not to exceed $287,326.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the Professional Services Agreement with Parsons Water & Infrastructure, Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approval of a single-source Professional Services Agreement with Parsons Water & Infrastructure Inc., for an amount not to exceed $287,326.

DISCUSSION:

The City of Redlands has owned and operated its Wastewater Treatment Plant (WWTP) since 1962, with major expansions and upgrades completed in 1972, 1988, and 2004, to accommodate population growth and meet evolving regulatory requirements. The 2004 improvements included the installation of a membrane bioreactor (MBR) filtration and disinfection system, increasing the plant's total treatment capacity to 9.5 million gallons per day (MGD). The MBR process treats up to 6.0 MGD of wastewater to California Title 22 recycled water standards, while a parallel conventional treatment process provides an additional 3.5 MGD of treatment capacity. The recycled water produced by the MBR system is used by Southern California Edison's Mountainview Power Plant for cooling tower operations and landscape irrigation, as well as by commercial customers located north of Interstate 10 and west of Interstate 210 for irrigation purposes. Effluent from the conventional treatment process is discharged to City-owned infiltration basins to replenish the local groundwater basin.

In March 2019, the City Council approved a Professional Services Agreement with Parsons Water & Infrastructure Inc. (Parsons) to provide engineering design services for the WWTP Improvement Project. As the Project progressed and in anticipation of receiving a $45 million Clean Water State Revolving Fund (CWSRF) loan for construction, the City Council approved an additional agreement with Parsons in April 2025 to provide construction plan consolidation and bidding support services. Upon completion of the final design, Municipal Utilities and Engineering Department (MUED) staff worked closely with Parsons to develop a comprehensive bid package that incorporated a Base Bid and multiple additive bid items. This approach was intended to maximize the use of the available State Revolving Fund (SRF) financing while providing flexibility in the Project's construction scope.

Following completion of the bid documents, MUED staff advertised the Project for competitive bids on February 5, 2026. On April 2, 2026, the City Clerk's Office publicly opened five bids submitted by qualified contractors. The bid schedule was organized with a Base Bid representing the essential improvements required to achieve the Project's primary objectives, including upgrades to the headworks, primary treatment facilities, peak-flow treatment systems, aeration basins, digestion facilities, plant-wide electrical and supervisory control and data acquisition (SCADA) systems, and associated civil and structural improvements. Additional project components were included as additive bid items, allowing the City to adjust the construction scope based on available funding.

Although the Project received competitive interest, all submitted bids substantially exceeded the engineer's estimate and the funding available for construction. Consequently, on May 5, 2026, the City Council, at staff's recommendation, rejected all bids and directed staff to revise and re-advertise the Project. MUED staff and Parsons subsequently continued refining the bid package to better align the Project's scope with available funding and construction market conditions. Because the existing agreement with Parsons has since expired, a new professional services agreement is required to complete the revised bid package and provide bidding support services. Staff successfully negotiated a not-to-exceed agreement amount of $287,326 and recommends approval of a new agreement with Parsons to provide these services.

Parsons is uniquely qualified to continue providing engineering services for the WWTP Upgrade Project based on its extensive involvement with the project since 2019. Throughout the planning, assessment, and final design phases, Parsons has developed comprehensive institutional knowledge of the facility, design criteria, regulatory requirements, technical analyses, and project-specific decisions. The firm completed the final design in December 2023 and is therefore uniquely positioned to provide bid package preparation and bidding support services without the need for additional review, redesign, or knowledge transfer.

As funding becomes available to advance construction of the WWTP Upgrade Project, continuity of engineering services is critical to maintaining the project schedule and preserving the integrity of the approved design. Procuring a different consultant would require significant time for familiarization with the project's technical documentation, design assumptions, and regulatory coordination, resulting in unnecessary delays, increased costs, duplication of previously completed work, and potential design inconsistencies. Such delays could adversely affect the timely implementation of critical wastewater infrastructure improvements and increase the City's risk of regulatory noncompliance, including potential enforcement actions or penalties from the State Water Resources Control Board. For these reasons, a sole-source procurement with Parsons is in the City's best interest, as it ensures project continuity, minimizes risk, and provides the most efficient and cost-effective path to project implementation.

ALTERNATIVES:

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

STRATEGIC PLAN:

Priority B: Strategic Objective 1. Complete Wastewater Treatment Plant Phase 2 Project Construction.

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
James Garland, Interim Finance Manager
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager

PREPARED BY:
Goutam Dobey, City Engineer

FISCAL IMPACT

Fiscal Year: FY 26/27

Revenue Generating: Yes

Budgeted Y/N: Yes

Account No.: 521910

Additional Appropriation Required: No

Discussion:

There is no additional fiscal impact associated with this action. Funding for the Project has been included in the approved MUED FY 2026/27 Budget within the Wastewater Fund (Fund 521).

Attachments

A_Agreement_w_Parsons_Water.pdf
B_Sole-single_Source_Parsons.pdf

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of final engineering for bid package preparation and bidding support services for the Wastewater Treatment Plant Upgrade Project Phase 2 ("Agreement") is made and entered in this 1st day of September, 2026 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Parsons Water & Infrastructure Inc., a Delaware corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide final engineering for bid package preparation and bidding support services for the Wastewater Treatment Plant Upgrade Project Phase 2 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 Monica Heredia, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner.

4.2 Consultant shall complete the Services by June 30, 2027, unless the Services are terminated earlier as provided for herein.

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

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall be in the amount of Two Hundred Eighty-Seven Thousand Three Hundred Twenty-Six dollars ($287,326.00). City shall pay Consultant in accordance with Exhibit "B," titled "Fee Proposal" which is attached hereto and incorporated herein by this reference.

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

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

CITY:	CONSULTANT:
City Clerk	Satish Kamath, Vice President
City of Redlands	Parsons Water & Infrastructure Inc.
35 Cajon Street	100 W. Walnut Street
P.O. Box 3005 (mailing)	Pasadena, CA 91124
Redlands, CA 92373	Satish.kamath@parsons.com
jdonaldson@cityofredlands.org	Phone: (626) 440-3355
Phone: (909) 798-7531	Fax: (626) 440-2630

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a

provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by

the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

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

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to

perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

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

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

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

PARSONS WATER & INFRASTRUCTURE INC.

By: _____
Satish Kamath, Vice President

EXHIBIT "A"

Scope of Services

Task 1: Project Management

1.1 Project Management

The project management task will continue through the duration of the bid repackaging and bidding. Consultant will provide project oversight and coordination to ensure the successful execution of the work. This effort will include maintaining clear communication with the City, tracking project progress, and managing scope and budget. Consultant will attend as-needed meetings to address specific project issues, provide technical support, and ensure that all aspects of the repackaging process proceed smoothly. Consultant will execute the PM task efficiently and keep the level of effort (LOE) to a minimum.

Task 2: Drawing and Specification Repackaging

2.1 Drawings

Drawings from the previous bid package will either be revised, remain in the set with minor changes, or be removed from the set in order to align with the base bid scope of work.

1. Approximately 137 drawings contain a mix of both base bid and additive bid scope items which will need to be evaluated and revised on an individual drawing basis. The LOE associated with this category of drawing varies greatly with the amount of base and additive scope overlap. These drawings need to be revised to ensure only the base bid scope is included and there are no equipment, piping, power, or control connections/references to additive scope. However, provisions for future additive items need to remain or be added. Electrical drawings, in particular, require a significant effort to ensure base bid scope is met and provisions for future additive scope items are included. This includes reviewing and revising ductbank routing, including required spare conduits for future additive bid items, revising corresponding conduit schedules, providing conduit stub ups into power centers for future equipment, and determining which pullboxes/manholes to terminate spare conduits.

2. Drawings containing only base bid scope items will remain in the set. They will be verified and reviewed to ensure there are no references to removed scope items. These drawings will then be replotted with revised borders, title blocks, and references.

3. Drawings containing only additive bid scope items will be verified and removed from the set, with drawing numbers preserved and labeled ‘Not Used’ in the sheet index.

2.2 Specifications

Specifications from the previous bid package will either be revised, remain in the set with minor changes, or be removed from the set entirely in order to align with the base bid scope of work.

1. Specification sections containing language related to both base bid and additive bid scope items will be evaluated and references to additive scope sections will be revised. Certain specifications, especially Division 13, will require significant revisions to ensure the plant control strategy, instrumentation schedules, and I/O list are aligned with the base bid scope.

2. Specification sections containing only base bid scope items will be verified to ensure there are no references to removed scope items. These specifications will then be recombined with revised footers.

3. Specification sections containing only additive bid scope items will be verified and removed from the set.

2.3 Quality Assurance and Quality Control (QA/QC)
An interdisciplinary review session will be conducted among all 7 disciplines to ensure consistency and coordination between drawings and specifications.

Task 3: Revised Cost Estimate

3.1 Base Bid Revised Construction Cost Estimate
To ensure the repackaged base bid set aligns with the City's budget, our estimators will review, validate, and update the estimate. This will provide insight as to whether additional scope items should be added or removed to provide the City with the appropriate amount of scope coinciding with the budget available.

Task 4: Engineering Services During Bid Phase

4.1 Respond to Contractor RFIs During Bid Phase
The Consultant team will respond to requests for information (RFIs) and questions from prospective bidders during the Bid Phase.

4.2 Support for Addenda Preparation
Based on the type of RFI, it is anticipated that clarification will be required in the form of addenda. While the City will prepare the formal addenda, Consultant will provide engineering support by revising drawings and specifications as required.

EXHIBIT "B"
Fee Proposal

TASK		DESCRIPTION	Total Hours	Labor	ODCs	Total
					2%	
Task 1		PROJECT MANAGEMENT				
	1.1	Project Management, Oversight, Coordination, and Meetings	20	$3,520	$70	$3,590
		Subtotal Task 1	**20**	**$3,520**	**$70**	**$3,590**
Task 2		DRAWING AND SPECIFICATION REPACKAGING				
	2.1	Drawings	703	$149,277	$2,986	$152,263
	2.2	Specifications	106	$25,271	$505	$25,776
	2.3	QA/QC	144	$31,624	$633	$32,257
		Subtotal Task 2	**952**	**$206,172**	**$4,123**	**$210,295**
Task 3		REVISED COST ESTIMATE				
	3.1	Base Bid Revised Cost Estimate	120	$24,840	$497	$25,337
		Subtotal Task 3	**120**	**$24,840**	**$497**	**$25,337**
Task 4		ENGINEERING SERVICES DURING BID PHASE				
	4.1	Respond to Contractor RFIs	100	$24,930	$499	$25,429
	4.2	Support for Addenda Preparation	100	$22,230	$445	$22,675
		Subtotal Task 4	**200**	**$47,160**	**$943**	**$48,103**
Engineering Services for Bid Repackaging & Bidding Support TOTAL			**1,292**	**$281,692**	**$5,634**	**$287,326**

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.

PARSONS WATER & INFRASTRUCTURE INC.

By:_____ Date: _____
Satish Kamath, Vice President

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: 7/15/26

TO: Purchasing Division

FROM: MUED

Purchase Requisition # _____

Estimated Total Cost: $ 287,326

Proposed Vendor: Parsons Water & Infrastru

Request Term: FY 26/27

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:

Parsons has been actively involved and provided engineering services for the assessment and final design of the Wastewater Treatment Plant Upgrade Project since 2019, making them intimately familiar with the project's intricacies and scope. The final design was completed in December 2023, however, as funds become available, the bid package preparation and bidding support services are required to implement the WWTP upgrade.

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

MUED may choose an alternative consultant; however, this would result in project delays, potentially causing disruptions in the progression of critical improvements and the overall timeline and potential risk for unknown penalties that may be issued by the State Board.

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

Goutam Dobey Digitally signed by Goutam Dobey Date: 2026.07.15 08:18:50-07'00' 7/15/26

Prepared by Date

Department Director Date

Purchasing Approvals

Purchasing Agent Approval Date

City Manager Approval Date

City Council **AGENDA ITEM NO. M1.**

DATE: September 1, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Individual Council Member Report on Activities for July and August 2026 from Mayor Pro Tem Shaw (City Clerk Donaldson)

DISCUSSION:

Mayor Pro Tem Shaw has requested to include this report on the agenda for recording purposes. The report does not require City Council approval.

Attachments

July August 2026 Council Activities.pdf

July & August 2026 Council Activities

Mayor Pro Tem Marc Shaw

- Attended Redlands Emergency Services Academy graduation ceremony
- Attended “Bowl with a Cop” event at Empire Bowl
- Attended various Redlands Bowl events
- Attended meetings with consultant to prepare for CM and CA annual performance reviews
- Attended Assistant City Manager McConnell’s Retirement Party
- Attended Sunrise Rotary America’s 250th event
- Meetings with City Manager to discuss ongoing issues

Redlands Housing Corporation

AGENDA ITEM NO. 02.

DATE: September 1, 2026

TO: Honorable Chair and Board Members

SUBJECT: Appointment of Temporary Board Chair and Board Secretary (General Counsel Garcia)

MOTION:

I move to appoint Mario Saucedo as Temporary Board Chair and Jeanne Donaldson as Temporary Board Secretary.

DISCUSSION:

The Redlands Housing Corporation Board will be officially appointing board officers later in this agenda. In order to ensure the orderly conduct of the meeting and to ensure the proper recordation of the meeting minutes, the Board is asked to appoint Mario Saucedo as the Temporary Board Chair and Jeanne Donaldson as the Temporary Board Secretary.

SUBMITTED BY:

Yvette M. Abich Garcia, General Counsel

Redlands Housing Corporation

AGENDA ITEM NO. 05.

DATE: September 1, 2026

TO: Honorable Chair and Board Members

SUBJECT: Consider Approval of Organizational Certificate of Incorporator Appointing Directors of the Redlands Housing Corporation (General Counsel Garcia)

MOTION:

I move to adopt the Organizational Certificate of Incorporator of the Redlands Housing Corporation and Authorize the Board Members to Execute the Certificate.

RECOMMENDATION:

Staff recommends the Board approve the Organizational Certificate of Incorporator Appointing Directors to the Redlands Housing Corporation and Authorize the Board Members to Execute the Certificate.

DISCUSSION:

The Organizational Certificate of Incorporator is a formal legal statement signed by the Corporation Board Members appointing themselves by name to serve as the first Board of Directors of the Redlands Housing Corporation.

Effective September 1, 2026, the members of the Board of Directors of the Redlands Housing Corporation shall be:

1. Mario Saucedo
2. Marc Shaw
3. Denise Davis
4. Eddie Tejeda
5. Paul Barich

SUBMITTED BY:
Yvette M. Abich Garcia, General Counsel

RECOMMENDED BY:
Charles M. Duggan Jr., President

REVIEWED BY:
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager

PREPARED BY:
Yvette M. Abich Garcia, General Counsel

FISCAL IMPACT

Fiscal Year: 2027

Discussion:

There is no fiscal impact.

Attachments

Redlands_Housing_Corporation_Organizational_Certificate_of_Incorporator-c1.pdf

ORGANIZATIONAL CERTIFICATE OF INCORPORATOR
OF
REDLANDS HOUSING CORPORATION
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

The undersigned Incorporator, named in the Articles of Incorporation of REDLANDS HOUSING CORPORATION, a California nonprofit public benefit corporation, in order to record certain actions taken in connection with the organization of this Corporation, pursuant to the powers conferred upon said Incorporator by Section 5134 of the California Nonprofit Public Benefit Corporation Law, does hereby certify as follows:

ARTICLES OF INCORPORATION

The original Articles of Incorporation of this Corporation have been filed in the office of the California Secretary of State in Sacramento. A certified copy of said Articles of Incorporation, showing the filing date and corporate number, has been inserted in the corporate minute book.

NUMBER AND APPOINTMENT OF DIRECTORS

The number of Directors authorized by Section 3.2.1 of the Bylaws of this Corporation is five (5). The names of the persons which shall act as the initial Directors of this Corporation until successors are appointed pursuant to the Bylaws of this Corporation, or until their removal or resignation, as the case may be, and in whom the powers of further organization and direction of this Corporation are hereby vested, effective upon their acceptance of this appointment, are as follows:

Name of Director	Effective Date
1. Mario Saucedo	September 1, 2026
2. Marc Shaw	September 1, 2026
3. Denise Davis	September 1, 2026
4. Eddie Tejeda	September 1, 2026
5. Paul Barich	September 1, 2026

INCORPORATOR'S CERTIFICATION

The undersigned Incorporator, having completed the initial organization of the above-named Corporation and having named one or more Directors to carry out the functions of Directors as required by law, hereby executes this Organizational Certificate recording the actions so taken and declares that she has delivered the corporate minute book containing the Articles of Incorporation, the draft Bylaws, and the original of this Organizational Certificate to the Directors named hereinabove.

Dated: September 1, 2026

_____

DUSTIN NIRSCHL
Incorporator

[ACCEPTANCE OF APPOINTMENT AS DIRECTORS FOLLOW ON NEXT PAGE]

Acceptance of appointment as Directors and receipt of the corporate minute book are hereby acknowledged.

Dated: September 1, 2026

_____	_____
MARIO SAUCEDO	MARC SHAW
_____	_____
DENISE DAVIS	EDDIE TEJEDA
_____	
PAUL BARICH	

Redlands Housing Corporation

AGENDA ITEM NO. O6.

DATE: September 1, 2026

TO: Honorable Chair and Board Members

SUBJECT: Review and Ratify Articles of Incorporation document that was filed and certified by the California Secretary of State (Assistant City Manager Garcia)

MOTION:

I move to ratify the Articles of Incorporation for the Redlands Housing Corporation.

RECOMMENDATION:

Staff recommends the Board ratify the Articles of Incorporation for the Redlands Housing Corporation.

DISCUSSION:

In 2022, the City entered into a Homekey grant agreement with the State and Shangri-La Industries for the acquisition and conversion of the former Good Nite Inn into permanent supportive housing. Following their 2023 acquisition of the property, Shangri-La deparated the State after defaulting on its obligations under the grant agreement. At that time, the City began working with the State and other parties toward a settlement and a path for maintaining the property's continued use as permanent supportive housing. As part of that effort, the Redlands Housing Corporation was formed as a California nonprofit public benefit corporation. Ratification of the Articles of Incorporation formally confirms the City's authorization of the Corporation's formation and the filing made with the California Secretary of State on August 3, 2026.

The Articles establish the Corporation for public and charitable purposes, specifically to own and operate real property to expand housing opportunities in Redlands and to receive and use grants, contributions, and other resources in furtherance of that purpose. The Corporation is intended to provide a separate nonprofit ownership structure that helps limit the City's direct exposure while facilitating the continued operation of the Homekey property over the next several years. The current plan is for the Corporation to serve as an interim owner until the property can be transferred in the coming years, subject to applicable State approvals and funding requirements, to an external, independent nonprofit organization for long-term operation as permanent supportive housing.

SUBMITTED BY:
Danielle Garcia, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., President

REVIEWED BY:
Yvette M. Abich Garcia, General Counsel
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Danielle Garcia, Assistant City Manager

Danielle Garcia, Assistant City Manager

FISCAL IMPACT

Fiscal Year: 2027

Discussion:

There is no fiscal impact as a result of ratifying the Articles of Incorporation for the Redlands Housing Corporation.

Attachments

B20260353856

STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF INCORPORATION
CA NONPROFIT CORPORATION
PUBLIC BENEFIT

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: B20260353856

Date Filed: 8/3/2026

Corporation Name	
Corporation Name	Redlands Housing Corporation
Initial Street Address of Principal Office of Corporation	
Principal Address	300 EAST STATE STREET SUITE 690 REDLANDS, CA 92373
Initial Mailing Address of Corporation	
Mailing Address	P.O. BOX 3005 REDLANDS, CA 92373
Attention	City Manager
Agent for Service of Process	
Agent Name	JEANNE DONALDSON
Agent Address	300 EAST STATE STREET SUITE 690 REDLANDS, CA 92373

Purpose Statement

This corporation is a Nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for: Public and Charitable purposes

Additional Statements

The specific purpose of this corporation is to own and operate real estate to expand housing opportunities in the City of Redlands and to receive, invest and utilize funds, property and in-kind materials or services acquired through the solicitation of contributions, donations, grants, gifts, bequests and the like for the Corporation's purposes.

Notwithstanding any of the above statements of purpose and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purpose of this corporation.

Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of these Articles of Incorporation.

Electronic Signature

☒ I declare that I am the person who executed this instrument, which execution is my act and deed.

Dustin Nirschl — Signature

08/03/2026 — Date

B4891-5598 08/03/2026 4:41 PM Received by California Secretary of State

Certificate Verification No.: 48725923B Date: 08/03/2026

This corporation is organized and operated exclusively for the purposes set forth within the meaning of Internal Revenue Code section 501(c)(3).

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

The property of this corporation is irrevocably dedicated to the purposes set forth herein and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational and/or religious purposes and which has established its tax-exempt status under Internal Revenue Code section 501(c)(3), or to the City of Redlands, California, provided such assets are used for the purposes for which the corporation was established.

B4891-5599 08/03/2026 4:41 PM Received by California Secretary of State

Certificate Verification No.: 487259238 Date: 08/03/2026

California Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Request Type: Certified Copies
Entity Name: Redlands Housing Corporation
Formed In: CALIFORNIA
Entity No.: B20260353856
Entity Type: Nonprofit Corporation - CA - Public Benefit

Issuance Date: 08/03/2026
Copies Requested: 1
Receipt No.: 014551230
Certificate No.: 487259238

Document Listing

Reference #	Date Filed	Filing Description	Number of Pages
B4891-5598	08/03/2026	Initial Filing	2

** **** ****** ******** End of list ******** ****** **** **

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, do hereby certify on the Issuance Date, the attached document(s) referenced above are true and correct copies and were filed in this office on the date(s) indicated above.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California on August 03, 2026.

SHIRLEY N. WEBER, PH.D.
Secretary of State

To verify the issuance of this Certificate, use the Certifcate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

California Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Thank You for Doing Business in California

Congratulations on your new business registration with the California Secretary of State (SOS).

What's next?

1. **Resources for Businesses Just Starting** – The Secretary of State provides additional business resources at ***biz**file.sos.ca.gov* to help guide you through the process of starting your business, including:
   - Starting A Business Guide & Checklist – *www.sos.ca.gov/business-programs/business-entities/starting-business-checklist/* for key steps you may need to take when launching a business in California.
   - SOS Business Resources – *www.sos.ca.gov/business/be/resources* for a list of agencies you may need to contact to ensure proper compliance with California state law.

2. **Corporations and Limited Liability Companies Can File SOS Statement of Information Online** – For faster service, file your initial Statement of Information and any future Statements of Information anytime online by logging into your **biz**file Online account at **biz**fileOnline.sos.ca.gov. To file, select the Statement of Information document, complete and submit online. Statements by Common Interest Development Association also can be filed online with your Statement of Information.

   You are required to file a Statement of Information **within the first 90 days** of registering your business with the SOS and you are statutorily required to maintain your business by filing a Statement of Information, either every year for stock corporations or every other year for nonprofit corporations and LLCs, before the end of the calendar month of the original registration date. Please see the table below for your specific entity type. NOTE: You may be assessed a $250 penalty for not filing your Statement of Information.

Entity Type (Jurisdiction)	Initial Due Date	Frequency of Filing
All Stock Corporations (California)	Within 90 Days	Annually
Out-Of-State Corporations	Within 90 Days	Annually
Credit Unions	Within 90 Days	Annually
Agricultural Cooperatives (California)	Within 90 Days	Annually
Canabis Cooperative Associations	Within 90 Days	Annually
General Cooperatives	Within 90 Days	Every Other Year
Nonprofit Corporations (California)	Within 90 Days	Every Other Year
Nonprofit Corporations - Common Interest Development*	Within 90 Days	Every Other Year
Limited Liability Companies	Within 90 Days	Every Other Year
All Other Business Entity Types	Statement Of Information Not Required	

* Corporations formed as a Common Interest Development must file a Statement by Common Interest

Development with their Statement of Information.

3. **Franchise Tax Board (FTB) Tax Filing** – Once your entity is registered with the SOS, you are required to file a tax return with FTB for each taxable year, even if you are not conducting business or have no income. Contact FTB at *www.ftb.ca.gov* or (800) 852-5711 for forms and requirements concerning franchise taxes or income taxes.

   Be aware, if you fail to file a return by the original or extended due date, or fail to pay taxes when due, a penalty may be imposed by FTB. Please visit *www.ftb.ca.gov/businesses/Penalty-Information.shtml* for tax penalty related information.

4. **Business Names and Trademarks**

   Registration of a business with the Secretary of State does not in itself establish a trademark for the business name. There is a separate legal process to establish a trademark or service mark. Additionally, registration of a business with the Secretary of State does not authorize the use of a business name in violation of another person's or entity's rights to the name, such as infringement of a trademarked word or phrase.

   The Secretary of State's office maintains registration and all updates of California state trademarks and service marks. Information is accessible via our California Trademark Search at *tmbizfile.sos.ca.gov/search*, which also provides free PDF copies of imaged Trademark documents.

   For more information on the registration of business names and registering a trademark, visit:

   - General provisions governing trademarks and service marks are found in the Model State Trademark Law – *California Business and Professions Code sections 14200 et seq*
   - Federal Trademark Act – *United States Code, Title 15, Chapter 22, section 1051 et seq.*
   - California Fictitious Business Name Law – *Business and Professions Code section 17900 et seq*.
   - Common law rights, including rights to a trade name.

   If you have any questions regarding such rights, please consult a private attorney.

5. **Nonprofit Corporations**

   Nonprofit corporations in California are **not automatically exempt** from paying California franchise taxes or income taxes each year. For information about tax requirements and/or applying for tax exempt status, please contact the appropriate taxing agency listed below. If you are a domestic nonprofit public benefit corporation, you likely have filing requirements with the California Office of the Attorney General. *https://oag.ca.gov/sites/all/files/agweb/pdfs/charities/publications/guide_for_charities.pdf*.

Other Business Information and Resources

All business entities are subject to state and federal tax laws. You may wish to contact the following agencies to assist you with tax or other business-related issues:

- Internal Revenue Service – *www.irs.gov* or call (800) 829-4933 for forms and issues concerning Federal tax, employer identification numbers, subchapter S elections.
- California Department of Tax and Fee Administration – *www.cdtfa.ca.gov* or call (800) 400-7115 for forms and issues concerning sales taxes, use taxes or other special taxes and fees administered by the California Department of Tax and Fee Administration.
- Employment Development Department – *www.edd.ca.gov* or call (888) 745-3886 for forms and issues concerning employment and payroll taxes.
- California State Board of Equalization – *www.boe.ca.gov* or call (916) 274-3350 for forms and issues concerning property taxes, alcoholic beverage taxes, and taxes on insurers.

- State Compensation Insurance Fund – *www.statefundca.com* or call (888) 782-8333 for information or to get a quote for workers' compensation insurance.
- Department of Industrial Relations, Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA - *www.dir.ca.gov* or call (800) 963-9424 for guidance on workplace safety and health regulations in California.
- CalGold – *www.calgold.ca.gov* for appropriate permit, licensing, and contact information for the various agencies that administer and issue these permits.
- CA Governor's Office of Business and Economic Development (Go-Biz) – *www.business.ca.gov* for a range of business services including, site selection and permit assistance.
- The California Business Incentives Gateway (CBIG) – *cbig.ca.gov* is a web portal that connects business owners and entrepreneurs with financial incentives.

California Secretary of State

Business Programs Division
1500 11th Street, Sacramento, CA 95814

Redlands Housing Corporation
P.O. BOX 3005
REDLANDS, CA 92373

Initial Business Filing Approved

August 7, 2026

Entity Name: Redlands Housing Corporation
Entity Type: Nonprofit Corporation - CA - Public Benefit
Entity No.: B20260353856
Document Type: Initial Filing
Document No.: B20260353856
File Date: 08/03/2026

Congratulations! The above referenced document has been approved and filed with the California Secretary of State. To access free copies of filed documents, go to **biz**fileOnline.sos.ca.gov and enter the entity name or entity number in the Search module.

What's Next?

Be sure to review the Welcome Letter for key information and contacts you may need.

Corporations and limited liability companies must file a Statement of Information **within 90 days** of the initial filing and annually or every other year, thereafter. For additional resources, view Starting A Business Checklist for key steps you may need to take when launching a business in California.

For further assistance, contact us at (916) 657-5448 or visit **biz**fileOnline.sos.ca.gov.

Thank you for using **biz**file California, the California Secretary of State's business portal for online filings, searches, business records, and additional resources.

Redlands Housing Corporation

AGENDA ITEM NO. 07.

DATE: September 1, 2026

TO: Honorable Chair and Board Members

SUBJECT: Consider Approval of the Redlands Housing Corporation Bylaws (General Counsel Garcia)

MOTION:

I move to adopt the Bylaws for the Redlands Housing Corporation.

RECOMMENDATION:

Staff recommends the Board approve the Redlands Housing Corporation Bylaws.

DISCUSSION:

As part of the Redlands Housing Corporation's required actions under law, the Board of Directors must approve Bylaws which is a foundational document providing organization to the corporate structure and internal operations to the Redlands Housing Corporation. The Bylaws address matters, including, but not limited to:

Establishing Governance Structure: Bylaws outline the Corporation's purpose, its principal office, the number of Directors and the authority and responsibilities of the Board of Directors.

Setting Procedures for Meetings; Voting: Bylaws outline the requirements for calling and running board meetings efficiently, sending out notices of meetings, quorums and handling voting procedures.

Defining Board Officers: Bylaws specify the roles and responsibilities of officers of the Corporation such as the chairperson, vice chairperson, secretary, treasurer and the chief executive officer, procedures for member voting and approving amendments to the bylaws.

Record-Keeping and Fiscal Matters: Bylaws address record-keeping and fiscal reporting requirements of the Corporation.

SUBMITTED BY:
Yvette M. Abich Garcia, General Counsel

REVIEWED BY:
Charles M. Duggan, Jr., President
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

FISCAL IMPACT

Fiscal Year: 2027

Discussion:

There is no fiscal impact.

Attachments

Redlands_Housing_Corporation_Bylaws_BBK_Revised_7_8_26_-c1.pdf

BYLAWS
OF
REDLANDS HOUSING CORPORATION
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

ARTICLE I
ORGANIZATION

1.1 Name. The name of this corporation is REDLANDS HOUSING CORPORATION ("Corporation").

1.2 Purpose. The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purpose of this Corporation is to own and operate real estate to expand housing opportunities in the City of Redlands and to receive, invest and utilize funds, property and in-kind materials or services acquired through the solicitation of contributions, donations, grants, gifts, bequests and the like for the Corporation's purposes.

1.3 Limitation on Corporate Activities. The Corporation is organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"). The Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Code, or (b) by a corporation contributions to which are deductible under section 170(c)(2) of the Code.

1.4 Dedication of Assets. The property of this Corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of this Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the Corporation, none of the assets of the Corporation shall be distributable to any director, officer or member thereof or to the benefit of any private person and any assets remaining after payment or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established and maintained its tax-exempt status under Section 501(c)(3) of the Code, or to the City of Redlands, California, provided such assets are used for the purposes for which the Corporation was established.

1.5 Principal Office. The principal office for the transaction of the activities and affairs of this Corporation shall be located and maintained at 300 East State Street, Suite 690, Redlands, California 92373. The Board (as that term is defined in Section 3.2 of these Bylaws) is hereby granted full power and authority to change the location of the principal office of the Corporation from one location to another location in the City of Redlands or County of San Bernardino. Any such change shall be noted by the Secretary in these Bylaws, but shall not be considered an amendment of these Bylaws. The Corporation may also have offices at such other places, within or without San Bernardino County, as its business may require and as the Board may designate.

ARTICLE II
MEMBERS

The Corporation shall have no members as that term is defined by section 5056 of the California Corporations Code ("CCC"), and shall be governed solely by its Board in accordance with these Bylaws. Pursuant to section 5310(b) of the CCC, any action which would otherwise require approval by a majority of all members shall only require the approval of the Board. The Corporation may refer to persons or entities associated with it as "members" even though those persons or entities are not voting members, but no such reference shall constitute anyone a member within the meaning of section 5056 of the CCC.

ARTICLE III
BOARD OF DIRECTORS

3.1 General and Specific Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations in the Articles of Incorporation or these Bylaws, the Corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board. Without limiting the generality of the foregoing, the Board shall have the power and authority to exercise this Corporation's rights as member or shareholder of any other corporation, venture or entity in which this Corporation has an interest as a member, shareholder or otherwise. In doing so, the Board may, by resolution authorize one (1) or more officers of this Corporation to represent this Corporation with respect to any matter to be acted upon by this Corporation as a member, shareholder or otherwise.

3.2 Directors.

3.2.1 Number. The authorized number of directors ("Directors") of the board of directors ("Board") of the Corporation shall be five (5).

3.2.2 Ex-Officio Directors. Each of the five (5) sitting members of the City Council of the City of Redlands ("City") shall be appointed to the board of the Corporation with the right to vote. Notwithstanding any provision in these Bylaws to the contrary, Ex-Officio Directors shall hold such membership on the Board for the term such individual holds his or her position as a member of the City Council of the City, but shall automatically be deemed to have resigned from and removed from the Board, without any action by the Board, effective at such time when said individual no longer holds his or her position as a member of the City Council of the City, and shall be replaced, without any action by the Board, by the person selected to serve in such position as a member of the City Council of the City.

3.3 Interested Persons. None of the individuals serving on the Board may be "interested persons."

3.3.1 As used in this Section 3.3, an "interested person" means:

(a) Any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee,

independent contractor or otherwise, excluding any reasonable compensation paid to a Director for his/her service as Director; and

(b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of such person.

3.3.2 Any violation of the provisions of this Section 3.3 shall not affect the validity or enforceability of any transaction entered into by the Corporation.

3.4 Vacancies. A vacancy on the Board shall exist upon the deemed resignation and removal from the Board in the event a member of the Board no longer holds his or her position as a member of the City Council of the City as provided in Section 3.2.2.

3.5 Compensation of Directors. Directors shall receive no compensation for their services as Directors of the Corporation. However, they shall be entitled to receive such just and reasonable reimbursement of expenses as may be determined by the Board.

3.6 Inspection Rights of Directors. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation during normal weekday business hours. If a Director wishes to be accompanied by an attorney during such inspection, then the inspection will be scheduled at a time when the Corporation's attorney will be present.

3.7 Standard of Care. A Director shall perform the duties of a director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared and presented by:

(a) One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, as long as, in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

A person who performs the duties of a Director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Director.

ARTICLE IV
MEETINGS OF THE BOARD

4.1 In General. To the extent possible, all meetings of the Governing Board shall be held in accordance with the requirements of the Ralph M. Brown Act as set forth in Section 54950 et seq. of the California Government Code ("Brown Act") and all other requirements under the CCC.

4.2 Place of Meetings. Unless designated otherwise by resolution of the Board, meetings of the Board shall be held at the Redlands City Council Chambers, 35 Cajon Street, Ste. 2, Redlands, California 92373.

4.3 Annual Meetings. The annual meeting of the Board ("Annual Meeting") shall be held each year on a date and at a time designated by resolution of the Board. The Annual Meeting shall be held for the purpose of organization, adoption of the budget, and the transaction of such other business as may properly be brought before the meeting.

4.4 Regular Meetings. Regular meetings of the Board shall be held on such date and time designated by resolution of the Board.

4.5 Notice of Regular Meetings. Notice and agenda of all regular meetings of the Board shall be published at least 72 hours before the regular meeting, in accordance with the Brown Act. Notice and agenda of all regular meetings shall be given to each Director by (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages; (d) facsimile; (e) electronic mail; or (f) other electronic means. Notices sent by first-class mail shall be deposited in the United States mail at least four (4) business days before the time set for the meeting. Notices given by personal delivery, telephone or electronic transmission shall be delivered, telephoned or sent, respectively, at least two (2) business days before the time set for the meeting. The notice shall state the time of the meeting and the place, if the place is other than the Corporation's principal office.

4.6 Special Meetings. Special meetings of the Board for any purpose or purposes may be called by the Board Chair or any three (3) Directors.

4.7 Notice of Special Meetings. Notice of the time and place of special meetings as well as all business to be transacted or discussed shall be published at least 24 hours prior to the special meeting using the same methods as posting an agenda for a regular meeting. Notice shall be given to each Director by (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages; (d) facsimile; (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to the Director's address or telephone number as

shown on the Corporation's records. Notices sent by first-class mail shall be deposited in the United States mail at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone or electronic transmission shall be delivered, telephoned or sent, respectively, at least forty-eight (48) hours before the time set for the meeting. The notice shall state the time of the meeting and the place, if the place is other than the Corporation's principal office.

4.8 Waiver of Notice. Written notice may be dispensed with as to any Director who, at or prior to the time the meeting convenes, files with the Secretary a written waiver of notice, a written consent to the holding of the meeting, an approval of the minutes of the meeting, or who is actually present at the meeting when it convenes. All such waivers, consents and approvals shall be made a part of the minutes of the meeting.

4.9 Conduct of Meetings. Meetings of the Board shall be presided over by the Board Chair, or in his or her absence, by the Board Vice Chair.

4.10 Quorum. A majority of the authorized number of Directors then in office shall constitute a quorum for the transaction of any business except adjournment.

4.11 Required Vote of Directors.

4.11.1 In General. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions contained in these Bylaws or provided by the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to: (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest; (b) approval of certain transactions between corporations having common directorships; (c) creation of and appointments of committees of the Board, and (d) indemnification of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting or such greater number as is required by the Articles of Incorporation, these Bylaws or by law.

4.11.2 Greater Vote Required. Notwithstanding Section 4.11.1, the amendment, or repeal of these Bylaws or adoption of new bylaws, and the amendment or restatement of the Articles of Incorporation, requires the approval of two-thirds (2/3) of the authorized number of Directors.

4.12 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned more than twenty-four (24) hours, in which case notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the Directors who were not present at the time of the adjournment.

ARTICLE V
COMMITTEES OF THE BOARD

5.1 Committees.

5.1.1 Generally. Except as limited by Section 5.2 of these Bylaws, the Board may by resolution adopted by a majority of the Directors then in office, designate one or more committees for any purposes and delegate to such committees any of the powers and authorities of the Board to the extent permitted by section 5212 of the CCC. All such committees shall consist of a number of Directors that will be determined by the Board as committees are established. All committee meetings shall be held in accordance with the Brown Act.

5.1.2 Committee Members. The chairperson and members of each special or advisory committee, except as otherwise provided by the Board or by these Bylaws, shall be appointed annually by the Board and may be removed by majority vote of the Directors then in office. Vacancies on any committee may be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

5.1.3 Standing Committees.

(a) Budget, Finance, and Audit Committee. This committee shall be composed of at least two Directors and other person(s) who the Board determines to have expertise in these matters. This committee shall make reports and recommendations to the Board concerning: the establishment of investment policies for the Corporation; the investment of Corporation funds; the selection of financial institutions to serve as depositories for funds; the selection of financial advisors; the development of operating and other budget for the Corporation; and the oversight of accounting for the Corporation. The audit side of this committee will ensure compliance and review the control systems of the Corporation and supervise external financial reporting.

(b) Administrative Committee. This committee shall be composed of at least two Directors and other person(s) who the Board determines to have expertise in these matters. This committee shall organize the meetings of the Board, shall be responsible for the orientation of any retreats, and be responsible for any campaigns, marketing and branding for the Corporation.

5.1.4 Quorum; Meetings. Each committee shall meet as often as necessary to perform its duties, at such times and places as directed by its chairperson or by the Board. A majority of the members of a committee shall constitute a quorum of such committee and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. Each committee shall keep accurate minutes of its meetings, the chairperson designating a secretary of the committee for this purpose, and shall make periodic reports and recommendations to the Board.

5.1.5 Expenditures. Except as may otherwise be provided by the Board or by these Bylaws, any expenditure of corporate funds by a committee shall require prior approval of the Board.

5.2 Limitation on Delegation. In accordance with the CCC, the Board may not delegate any power of final action to any committee not composed entirely of Directors, and may not delegate to any committee the following powers:

(a) the filling of vacancies on the Board or on any committee which has the authority of the Board;

(b) the fixing of compensation of the Directors for serving on the Board or on any committee;

(c) the amendment or repeal of Bylaws or the adoption of new Bylaws;

(d) the amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(e) the appointment of committees of the Board or the members thereof;

(f) the expenditure of corporate funds to support a nominee for Director after there are more persons nominated for Director than can be selected; or

(g) the approval of any contract or transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest, except as special approval is provided for in section 5233(d)(3) of the CCC.

5.3 Advisory Committees. Advisory committees may be appointed from time to time by the Board. Advisory committees' membership may consist of Directors only, both Directors and nondirectors, or nondirectors only. Advisory committees have no legal authority to act for the Corporation, shall serve only in an advisory capacity and shall report their findings and recommendations to the Board.

ARTICLE VI
OFFICERS

6.1 Officers. The officers of this Corporation shall be a Board Chair, Board Vice Chair, President, Secretary and Treasurer. The Board may establish such other offices as it shall deem advisable. Additional officers so established shall hold office for such period and shall have such powers and duties as the Board may authorize from time to time. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the President. No officer shall execute, acknowledge, or verify any instrument in more than one capacity, if such instrument is required to be executed, acknowledged or verified by two (2) or more officers.

6.1.1 Board Chair. The Mayor shall serve as the Board Chair and shall hold such office for so long as he or she serves as Mayor of the City. The Board Chair shall preside at all meetings of the Board and exercise and perform such other powers and duties as the Board may assign from time to time.

6.1.2 Board Vice Chair. The Mayor Pro Tempore shall serve as the Board Vice Chair and shall hold such office for so long as he or she serves as Mayor Pro Tempore of the City. In the absence of the Board Chair, the Board Vice Chair shall preside at meetings of the Corporation and exercise and perform such other powers and duties as the Board may assign from time to time.

6.1.3 President. The City Manager shall serve as the President and shall hold such office for so long as he or she serves as City Manager of the City. The President shall exercise and perform such other powers and duties as the Board may assign from time to time. The President may also be designated by the alternate titles of "President" or "Chief Executive Officer".

6.1.4 Secretary. The City Clerk shall serve as the Secretary and shall hold such office for so long as he or she serves as City Clerk of the City. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings and actions of the Board, and of meetings of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular or special, and if special, how authorized; the notice given; and the names of persons present at Board and committee meetings. The Secretary shall keep or cause to be kept written waivers of notice of meetings; written consents to holding meetings, written approval of minutes of meetings; and unanimous written consents of action of the Board without a meeting. The Secretary shall keep or cause to be kept, at the principal office of the Corporation, a copy of the Articles of Incorporation and Bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board that these Bylaws require to be given. The Secretary shall have such other powers and perform such other duties as the Board or these Bylaws may require.

6.1.5 Treasurer. The City Treasurer shall serve as the Treasurer and shall hold such office for so long as he or she serves as City Treasurer of the City. The Treasurer shall keep and maintain, or cause to be kept, and maintained adequate and correct books and accounts of the Corporation's properties and transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The Treasurer shall send, or cause to be given, to the Directors such financial statements and reports as are required to be given by law, by these Bylaws or by the Board. The books of account shall be open to inspection by any Director at all reasonable times. The Treasurer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (ii) disburse the Corporation's funds upon a check or draft of the Corporation signed pursuant to the order of the Board; (iii) render to the President and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation; and (iv) have such other powers and perform such other duties as the President, Board or these Bylaws may require. The Treasurer

may also be designated by the alternate title "Chief Financial Officer" if the Corporation does not obtain the services of an individual to serve as its chief financial officer.

6.2 Removal; Vacancies. Each officer of the Corporation serves by virtue of holding the corresponding City office specified in these Bylaws. Any officer may be removed from office with the Corporation, and a vacancy in such office shall occur, only upon the officer's: (a) removal from the corresponding City office by certified recall election; (b) legal disqualification from the corresponding City office, including for failure to maintain any residency required for such City office; (c) death; or (d) effective resignation from the corresponding City office. The Corporation may rely on the official records of the City, certified election results, or any determination by a court or other governmental authority with jurisdiction as conclusive evidence of any such event. Upon any vacancy, the successor, interim successor, or legally authorized acting holder of the corresponding City office shall automatically succeed to the corresponding office of the Corporation.

ARTICLE VII
INDEMNIFICATION

7.1 Indemnification. The Corporation shall indemnify a Director, officer, or employee under the provisions of section 5238 of the CCC, or pursuant to any contract entered into with any employee who is not an officer or Director.

7.2 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation as authorized in section 5238 of the CCC prior to the final disposition of such proceeding, upon receipt of an undertaking by or on behalf of the Director, officer or employee to repay such amount unless it shall be determined ultimately that the Director, officer or employee is entitled to be indemnified.

7.3 Insurance. The Corporation shall purchase and maintain insurance on behalf of any Director, officer or employee of the Corporation against any liability asserted against or incurred by the Director, officer or employee in such capacity or arising out of the Director's, officer's or employee's status as such, whether or not the Corporation would have the power to indemnify the Director, officer or employee against such liability under the provisions of section 5238 of the CCC.

ARTICLE VIII
AMENDMENTS

8.1 Amendment of Articles. The amendment or restatement of the Articles of Incorporation of the Corporation is provided for by California state law and requires the approval of two-thirds (2/3) of the Directors of the Corporation, a majority of the City Council of the City, and the filing of a certificate of amendment with the Secretary of State.

8.2 Amendment of Bylaws. These Bylaws may be amended or repealed, or new bylaws may be adopted, only by approval of two-thirds (2/3) of the Directors of the Corporation, subject

to the written consent of the City Council of the City. Any conflict between these Bylaws and the Articles of Incorporation shall be resolved in favor of the Articles of Incorporation.

ARTICLE IX
RECORDS

9.1 Minute Book. The Corporation shall keep or cause to be kept a minute book which shall contain:

(a) The record of all meetings of the Board including date, place, those attending and the proceedings thereof, a copy of the notice of the meeting and when and how given, written waivers of notice of meeting, written consents to holding meeting, written approvals of minutes of meeting, and unanimous written consents to action of the Board without a meeting, and similarly as to meetings of committees of the Board established pursuant to these Bylaws.

(b) A copy of the Articles of Incorporation, and all amendments thereof, and a copy of all certificates filed with the Secretary of State; and

(c) A copy of these Bylaws, and all amendments hereof, duly certified by the Secretary.

9.2 Financial Statements; Annual Report.

9.2.1 Financial Statements. Financial statements shall be prepared as soon as reasonably practicable after the close of the fiscal year, but not later than the fifteenth (15th) day of the fourth (4th) month after the close of said fiscal year. The financial statements shall contain in appropriate detail the following: (i) a balance sheet for the Corporation as of the end of the fiscal year; (ii) an income statement for the same period; and (iii) a statement of cashflows for that same period.

9.2.2 Annual Report to Directors. An annual report, including the financial statements prescribed by Section 9.2.1 of these Bylaws, shall be furnished annually to all Directors within 120 days after the end of the Corporation's fiscal year and shall include any information required by Section 9.3 of these Bylaws. The financial statements included with the annual report shall be accompanied by a report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation. If the Board approves, the Corporation may send the report and any accompanying material sent pursuant to this Section 9.3 by electronic transmission.

9.2.3 Exception. Notwithstanding Sections 9.2.1 and 9.2.2, the requirement of a financial statement and an annual report shall not apply if the Corporation receives less than $10,000 in gross revenues or receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors who request it in writing.

9.3 Report of Transactions and Indemnifications. As part of the annual report to all Directors required by Section 9.2.2 of these Bylaws, or a separate document if no annual report is issued, the Corporation shall annually prepare and mail, deliver or send by electronic transmission to all Directors a statement of any transaction between the Corporation and one of its officers or Directors or of any indemnification paid to any officer or Director. The statement shall be mailed within 120 days after the close of the fiscal year. The statement required by this Section shall describe briefly:

9.3.1 Covered Transactions. Any covered transaction during the previous fiscal year involving more than Ten Thousand Dollars ($10,000), or which was one of a number of covered transactions in which the same "interested person" had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Ten Thousand Dollars ($10,000). The names of the "interested persons" involved in such transactions, stating such person's relationship to the Corporation, the nature of such person's interest in the transaction and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

9.3.2 Indemnifications. The statement shall describe briefly the amount and circumstances of any indemnifications or advances aggregating to more than Ten Thousand Dollars ($10,000) paid during the fiscal year to any officer or Director of the Corporation pursuant to section 5238 of the CCC.

For purposes of this Section 9.3, an "interested person" is (i) any Director or officer of the Corporation, or its parent or subsidiary; and (ii) any holder of more than 10 percent (10%) of the voting power of the Corporation, its parent or subsidiary.

9.4 Periodic Regulatory Filings.

9.4.1 Secretary of State. In accordance with section 6210 of the CCC, the Corporation shall file a statement of information, in the form required by the Secretary of State, every two years from the date of its incorporation. The statement must be filed no earlier than August 1 and no later than January 31 of the year in which the filing is required. In addition, the Corporation must also file a statement if at any time before the required biennial filing is due the information provided in the previously filed statement has changed.

9.4.2 Attorney General. Within thirty (30) days of first receiving property, the Corporation shall file with the Attorney General an initial registration form, setting forth such information and attaching documents prescribed in accordance with rules and regulations of the Attorney General. Thereafter, the Corporation shall renew its registration annually within four (4) months and fifteen (15) days after the end of the fiscal year.

ARTICLE X
MISCELLANEOUS

10.1 Accounting Year. The accounting year of the Corporation shall end on the 30th day of June of each year.

10.2 Bonding. All Directors, officers or employees handling funds shall be properly bonded, if so required by the Board.

10.3 Self-Dealing. In the exercise of voting right by Directors, no Director shall vote on any issue, motion or resolution which directly or indirectly inures to his or her benefit financially, except that such Director may be counted in order to qualify a quorum and, except as the Board may otherwise direct, may participate in a discussion on such an issue, motion or resolution if he or she first discloses the nature of his or her interest subject to the applicable provisions of the CCC.

10.4 Gifts and Donations. The Board may accept on behalf of the Corporation any contributions, gifts, bequests or devises for the general purpose or for any special purpose of the Corporation not in violation of the Corporation's Articles of Incorporation.

10.5 Contracts. Unless otherwise set forth in these Bylaws the Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

10.6 Checks; Drafts; etc. Except as otherwise set forth in these Bylaws, all checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

10.7 Conflicts of Interest. The Corporation, through its Board, may promulgate from time to time a conflict of interest policy and other policies according to the current law then in effect to be adhered to by its officers and Directors.

10.8 Inspection of Articles and Bylaws. The Corporation shall keep at its principal executive office in California the original or a copy of its Articles of Incorporation endorsed and certified by the Secretary of State and its Bylaws certified by the Secretary, as amended or otherwise altered to date, which shall be open to inspection by Directors at all reasonable times during office hours.

10.9 Inspection by Public. In accordance with section 6104 of the Code, copies of the Corporation's application for tax exemption and any papers submitted in support of such application shall be made available by the Corporation for inspection at the request of any individual during regular business hours at the Corporation's principal place of business and at any regularly maintained regional or district office of the Corporation having three or more employees.

10.10 Interpretation and Construction. Any conflict between these Bylaws and the Articles of Incorporation shall be resolved in favor of the Articles of Incorporation. Unless the context requires otherwise, the general provisions, rules of construction and definitions in the

California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

10.11 Dissolution. The Corporation shall not be voluntarily dissolved, except by approval of the Board. In the event of dissolution of the Corporation in any manner and for any cause, after the payment or adequate provision for the payment of all of its debts and liabilities, all of the remaining funds, assets and properties of the Corporation shall be paid or distributed as provided for in the Articles of Incorporation.

10.12 Rules of Order. The Board may, by resolution, adopt, amend, or repeal rules of order or a parliamentary authority for meetings of the Board and its committees. Such rules shall apply only to the extent not inconsistent with the California Corporations Code, the Articles of Incorporation, these Bylaws, or any applicable corporate resolution. Failure to follow such rules of order shall not invalidate any corporate action otherwise validly taken.

10.13 Job Descriptions and Policies. Notwithstanding any other provision in these Bylaws to the contrary, the Board may, at its option, implement job descriptions and policies for Directors, committee members, officers and other employees.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the acting Secretary of REDLANDS HOUSING CORPORATION, a California nonprofit public benefit corporation ("Corporation"); and

2. That the foregoing Bylaws, comprising thirteen (13) pages, constitute the Bylaws of said Corporation, as duly approved by the Board of Directors of said Corporation at a meeting duly held on September 1, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1st day of September, 2026.

_____

JEANNE DONALDSON, Secretary

Redlands Housing Corporation

AGENDA ITEM NO. 08.

DATE: September 1, 2026

TO: Honorable Chair and Board Members

SUBJECT: Consider Appointment of Officers of the Redlands Housing Corporation (General Counsel Garcia)

MOTION:

1. I make a motion to appoint the following officers of the Redlands Housing Corporation:

    a. Mario Saucedo, Board Chair
    b. Marc Shaw, Board Vice Chair
    c. Charles M. Duggan, Jr., President
    d. Jeanne Donaldson, Secretary
    e. Phillip Doolittle, Treasurer; and

2. I further move that the appointed Board Chair replaces the Temporary Board Chair and manages the meeting and the appointed Secretary replaces the Temporary Secretary and records the Meeting Minutes; and

3. I further move that the Officers appointed by the Board of Directors herein be authorized to take all acts necessary and required to fulfill the intent of all resolutions adopted by the Board at this meeting, including, but not limited to, taking all acts necessary and required to finalize incorporation and exemption filings; and

4. I further move to authorize and direct the Secretary to sign the Certificate of Secretary of the Bylaws.

RECOMMENDATION:

Staff recommends the Board appoint the officers of the Redlands Housing Corporation as set forth above and take other related actions.

DISCUSSION:

Consistent with the Redlands Housing Corporation’s Bylaws, the Board of Directors shall appoint its Board Chair, Board Vice Chair, President, Secretary and Treasurer and take other related actions.

SUBMITTED BY:
Yvette M. Abich Garcia, General Counsel

FISCAL IMPACT

Fiscal Year: 2027

Discussion:

There is no fiscal impact.

Redlands Housing Corporation

AGENDA ITEM NO. 09.

DATE: September 1, 2026

TO: Honorable Chair and Board Members

SUBJECT: Consideration of Resolution No. 2026-01-RHC Establishing a Minute Book of the Redlands Housing Corporation (General Counsel Garcia)

MOTION:

I make a motion to adopt Resolution No. 2026-01-RHC.

RECOMMENDATION:

Staff recommends the Board approve Resolution No. 2026-01-RHC establishing a Minute Book of the Redlands Housing Corporation.

DISCUSSION:

Section 9.1 of the Redlands Housing Corporation's Bylaws requires the Board of Directors to establish and maintain a Corporate Minute Book which serves as a formal, centralized and permanent location where the Corporation maintains its organizational and founding documents, meetings records, and resolutions and other decisional records of the Board of Directors. The Secretary of the Corporation is designated as the custodian of the Minute Book.

SUBMITTED BY:
Yvette M. Abich Garcia, General Counsel

REVIEWED BY:
Charles M. Duggan, Jr., President
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager

FISCAL IMPACT

Fiscal Year: 2027

Discussion:

There is no fiscal impact.

Attachments

Minute_Book.pdf

RESOLUTION NO. 2026-01-RHC

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDLANDS HOUSING CORPORATION ESTABLISHING A MINUTE BOOK OF THE REDLANDS HOUSING CORPORATION

WHEREAS, the Redlands Housing Corporation ("Corporation") is a California nonprofit public benefit corporation; and

WHEREAS, Section 9.1 of the Corporation's Bylaws require the Board of Directors ("Board") to establish and maintain a Corporate Minute Book which serves as a repository for the Corporation's official records; and

WHEREAS, it is in the best interest of the Corporation to maintain a formal, centralized, and permanent record of its founding documents, meetings, actions, and decisions of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDLANDS HOUSING CORPORATION AS FOLLOWS;

Section 1. The foregoing recitals are true and correct, and the Board of Directors so finds and determines.

Section 2. The Board of Directors hereby establishes a physical binder to serve as the official Corporate Minute Book of the Corporation.

Section 3. The Secretary of the Corporation is designated as the custodian of the Minute Book and is authorized and directed to file all Articles of Incorporation, Bylaws, meeting minutes, written consents, and all future resolutions within this Minute Book.

Section 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 1st day of September, 2026.

_____

Mario Saucedo, Chair

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the acting Secretary of REDLANDS HOUSING CORPORATION, a California nonprofit public benefit corporation ("Corporation"); and

2. That the foregoing Resolution No. 2026-01-RHC comprising one (1) page as duly approved by the following vote of the Board of Directors of said Corporation at a meeting duly held on September 1, 2026:

AYES
NOES
ABSTENTION

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1st day of September, 2026.

_____
JEANNE DONALDSON, Secretary

Redlands Housing Corporation

AGENDA ITEM NO. O10.

DATE: September 1, 2026

TO: Honorable Chair and Board Members

SUBJECT: Review and Consider Adoption of the Conflict of Interest Policy, Whistleblower Protection Policy and Document Retention and Destruction Policy of the Redlands Housing Corporation (Assistant City Manager Garcia)

MOTION:

I move to adopt the Conflicts of Interest Policy, Whistleblower Protection Policy, and Document Retention and Destruction Policy and ask the Secretary to sign the corresponding Certificate of Secretary.

RECOMMENDATION:

Staff recommends the Board adopt the Conflicts of Interest Policy, Whistleblower Protection Policy, and Document Retention and Destruction Policy and ask the Secretary to sign the corresponding Certificate of Secretary.

DISCUSSION:

Staff recommends that the Board adopt the proposed Conflicts of Interest, Document Retention and Destruction, and Whistleblower Protection Policies to establish foundational governance and compliance procedures for the Redlands Housing Corporation. Collectively, the policies protect the Corporation's charitable and tax-exempt purposes by requiring disclosure and appropriate handling of conflicts, establishing consistent requirements for preserving and lawfully destroying corporate records, and providing a process for reporting suspected misconduct without retaliation. Authorization for the Secretary to execute the accompanying certificates will create an official corporate record confirming that each policy was duly approved and adopted by the Board at its organizational meeting.

SUBMITTED BY:
Danielle Garcia, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., President

REVIEWED BY:
Yvette M. Abich Garcia, General Counsel
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

FISCAL IMPACT

Fiscal Year: 2027

Discussion:

There is no fiscal impact associated with adoption of the policies enumerated in the motion.

Attachments

Redlands_Housing_Corporation_Conflicts_of_Interest_Policy-c1.pdf
Redlands_Housing_Corporation_Whistleblower_Protection_Policy-c1.pdf
Redlands_Housing_Corporation_Document_Retention_and_Destruction_Policy-c1.pdf

CONFLICTS OF INTEREST POLICY
OF
REDLANDS HOUSING CORPORATION
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

ARTICLE I
PURPOSE

The purpose of this Policy is to protect the interests of the Corporation when it is contemplating entering into a contract, transaction or arrangement that might benefit the private interest of an Interested Person, or might result in an Excess Benefit Transaction and that subsequent imposition of excise taxes under Section 4958 of the Internal Revenue Code. While this Policy seeks to ensure the continuation of the status of the Corporation as a tax-exempt organization under applicable federal and state laws, it is intended to supplement, but not replace, applicable federal and state laws prescribing conflicts of interest rules governing nonprofit corporations.

ARTICLE II
DEFINITIONS

Whenever used in this Policy, the following terms shall have the meanings ascribed thereto in this Article II, unless a different meaning is required by the context:

2.1 "Authorized Body". For purposes of the Excess Benefit Transaction provisions of this Policy only, the term "Authorized Body" shall have the same meaning as such term is given under Treasury Regulations Section 53.4958-6(c)(1).

2.2 "Board". The term "Board" means the Board of Directors of the Corporation.

2.3 "Committee". The term "Committee" jointly and severally means each committee of the Corporation with the right to exercise powers delegated to it, directly or indirectly, by or through the Board.

2.4 "Compensation". The term "Compensation" shall include, without limitation, direct remuneration, indirect remuneration, and gifts or favors that are not insubstantial in nature.

2.5 "Conflict of Interest". The term "Conflict of Interest" jointly and severally means an actual or potential, direct or indirect, Financial Interest or Non-Pecuniary Interest or other benefit, in cash or in kind ("Other Benefit"), to a Director, officer, member of a Committee or Other Person arising on account of the Corporation entering into, or contemplating entering into, a contract, transaction or arrangement. The foregoing definition shall be construed broadly, with any doubt or ambiguity resolved in such manner that a Conflict of Interest shall be deemed to exist. A determination of whether a Conflict of Interest exists shall be made by the Board pursuant to the procedures set forth in Article III.

2.6 "Corporation". The term "Corporation" means REDLANDS HOUSING CORPORATION, a California nonprofit public benefit corporation.

2.7 "Director(s)". The term "Director(s)" jointly and severally means each individual serving on the Board.

2.8 "Disqualified Person". For purposes of the Excess Benefit Transaction provisions of this Policy only, the term "Disqualified Person" means the following persons: (i) any person in a position to exercise substantial influence over the Corporation's affairs at any time during the five-year period ending on the date of the contract, transaction or arrangement; (ii) any member of the extended family of any person in a position to exercise substantial influence over the Corporation's affairs at any time during the five-year period ending on the date of the contract, transaction or arrangement; or (iii) any Thirty-Five Percent Controlled Entity of any person identified in (i) or (ii) above.

2.9 "Excess Benefit Transaction". The term "Excess Benefit Transaction" means any contract, transaction or arrangement in which an economic benefit is provided by the Corporation, directly or indirectly, to or for the use of any Disqualified Person *if* the value of the economic benefit provided exceeds the value of the consideration (including the performance of services) received by the Corporation for providing such benefit.

2.10 "Financial Interest". The term "Financial Interest" means an interest of, or inuring to, an individual directly or indirectly, through any business, investment, extended family, or other public or private, relationship, by way of—

(a) an ownership or investment interest in any entity with which the Corporation has a contract, transaction or arrangement,

(b) a Compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a contract, transaction or arrangement, or

(c) a potential ownership or investment interest in, or a potential Compensation arrangement with, any entity or individual with which the Corporation is contemplating or negotiating a contract, transaction or arrangement.

2.11 "Interested Person". The term "Interested Person" jointly and severally means any Director, officer, member of a Committee or Other Person who has a Financial Interest or Non-Pecuniary Interest or Other Benefit. If an individual is an Interested Person with respect to any entity affiliated with the Corporation then that individual is an Interested Person with respect to the Corporation and all entities affiliated with the Corporation.

2.12 "Non-Pecuniary Interest". The term "Non-Pecuniary Interest" means an interest, other than a Financial Interest or Other Benefit, of, or inuring to, any individual directly or indirectly, through any business, investment, extended family, or other public or private, relationship, by way of—

(a) an affiliation with any individual with whom the Corporation has, or is contemplating or negotiating, a contract, transaction or arrangement, or

(b) an affiliation with any entity with which the Corporation has, or is contemplating or negotiating, a contract, transaction or arrangement.

For purposes of this Section 2.12, non-exhaustive examples of a Non-Pecuniary Interest include:

(i) serving as a director, officer, member of a committee with board- or entity-delegated powers, trustee, executor or executrix, or in like representative capacity, of an entity or individual, with which or whom, as the case may be, the Corporation has, or is contemplating or negotiating, a contract, transaction or arrangement; or

(ii) a member of an extended family serving as a director, officer, member of a committee with board- or entity-delegated powers, trustee, executor or executrix or in like representative capacity, of an entity or individual, with which or whom, as the case may be, the Corporation has, or is contemplating or negotiating, a contract, transaction or arrangement; or

(iii) a business or investment partner, including any such partner of a member of an extended family, serving as a director, officer, member of a committee with board- or entity-delegated powers, trustee, executor or executrix, or in like representative capacity, of an entity or individual, with which or whom, as the case may be, the Corporation has, or is contemplating or negotiating, a contract, transaction or arrangement.

2.13 "Other Person". The term "Other Person" means any individual, other than a Director, officer or member of a Committee, who has Board- or Committee-delegated powers to act, directly or indirectly, for or on behalf of the Corporation in respect of the Corporation entering into, or contemplating to enter into, any contract, transaction or arrangement.

2.14 "Policy". The term "Policy" means this CONFLICTS OF INTEREST POLICY OF REDLANDS HOUSING CORPORATION.

2.15 "Relative". The term "Relative" shall include an individual's spouse, parents, grandparents, children, grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse or the spouse of any of the above.

2.16 "Thirty-Five Percent Controlled Entity". The term "Thirty-Five Percent Controlled Entity" means a corporation, partnership, or estate or trust in which Disqualified Persons described in Section 2.8(i) and (ii) own more than thirty-five (35) percent of the combined voting power, profits interest, or beneficial interests, respectively.

ARTICLE III
PROCEDURES

3.1 Duty to Disclose.

3.1.1 General. In connection with any Conflict of Interest, an Interested Person must disclose, with reasonable certitude, the existence and nature of his or her Financial Interest, Non-Pecuniary Interest or Other Benefit, and all relevant material facts, to the Directors and Committee members considering the proposed contract, transaction or arrangement.

3.1.2 Certain Non-Pecuniary Interests. Each Director, officer, Committee member and Other Person shall disclose on an annual basis each public and private entity for which he or she, or a member of his or her extended family, presently serves, or served within the immediately preceding two (2) years, as a director, officer, member of a committee with board- or entity-delegated powers, trustee, or in like representative capacity. Such disclosure shall be made on the annual statement required by Article VIII hereof, and shall be reviewed by the Board and the Committee as part of its preliminary due diligence in considering any proposed contract, transaction or arrangement. Notwithstanding anything in this Policy or otherwise to the contrary, the requirement imposed upon the Board and the Committee by this Section 3.1.2 shall not relieve any Interested Person of his or her duty to disclose any Financial Interest, Non-Pecuniary Interest or Other Benefit in accordance with Section 3.1.1 hereof.

3.2 Determining Whether Conflict of Interest Exists. After disclosure of the Financial Interest or Non-Pecuniary Interest or Other Benefit together with all material facts, and after discussion with the Interested Person, the Interested Person shall leave the Board or Committee meeting while the Financial Interest, Non-Pecuniary Interest or Other Interest is discussed and voted upon. The disclosure shall be submitted to all Directors or Committee members, other than any Interested Person, eligible to vote on such proposed contract, transaction or arrangement, who shall decide whether or not a Conflict of Interest exists. Prior to making a decision as to whether or not a Conflict of Interest exists, an Interested Person may make a presentation at the Board or Committee meeting, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the contract, transaction or arrangement involving the possible Conflict of Interest.

3.3 Procedures for Addressing Conflicts of Interest. Prior to the Corporation entering into any proposed contract, transaction or arrangement in respect of which a Conflict of Interest has been determined by the Board to exist, each of the following shall be established as a matter of fact:

3.3.1 The Chair of the Board or a chairperson of a Committee shall, in good faith, consider and determine, if appropriate, whether or not to appoint a non-Interested Person or Committee to investigate alternatives to the proposed contract, transaction or arrangement.

3.3.2 After exercising due diligence and reasonable investigation under the circumstances, the Board or Committee shall consider and, in good faith, determine whether the Corporation can obtain a more advantageous contract, transaction or arrangement with reasonable

efforts under the circumstances from a person or entity that would not give rise to a Conflict of Interest.

3.3.3 If a more advantageous contract, transaction or arrangement is not attainable in accordance with Section 3.3.2 hereof, then the Board shall, in good faith, determine by a majority vote of all Directors eligible to vote, who are non-Interested Persons and have full knowledge of all the material facts disclosed pursuant to Section 3.1.1 hereof (i) whether the proposed contract, transaction or arrangement is in the Corporation's best interest and for the Corporation's own benefit, and (ii) whether the proposed contract, transaction or arrangement is fair and reasonable to the Corporation at the time when the Corporation enters into the proposed contract, transaction or arrangement. In conformity with the above determination, the Board shall make its decision as to whether to enter into the proposed contract, transaction or arrangement. However, if the Board shall determine that the proposed contract, transaction or arrangement is not in the best interests of, or for the own benefit of, the Corporation or that the proposed contract, transaction or arrangement is not fair or reasonable to the Corporation, then the Board shall not authorize, approve or ratify the entering into the proposed contract, transaction or arrangement by the Corporation.

For purposes of the foregoing paragraph in this Section 3.3.3, "Committee" shall be inserted in lieu of "Board," provided, however, that such Committee shall have complied with the procedures set forth in this Section 3.3, and that it was, in good faith, determined by such Committee that it was not reasonably practicable to obtain Board approval in accordance with the foregoing paragraph in this Section 3.3.3 prior to such Committee authorizing or approving the entering into the proposed contract, transaction or arrangement by the Corporation.

3.4 Violations of this Policy.

3.4.1 If the Board or a Committee has reasonable cause to believe that a Director, officer, Committee member or Other Person has failed to disclose a Conflict of Interest, the Board or Committee shall inform such Director, officer, Committee member or Other Person of the basis for such belief and afford such Director, officer, Committee member or Other Person an opportunity to explain the alleged failure to disclose.

3.4.2 If, after hearing the response of such Director, officer, Committee member or Other Person and making such further investigation as may be necessary and required, in accordance with this Policy or otherwise, under the circumstances, the Board or Committee determines that such Director, officer, Committee member or Other Person has in fact failed to disclose a Conflict of Interest, then the Board or Committee shall take appropriate disciplinary and corrective action, including, without limitation, the timely bringing of a proper court action seeking any or all of the remedies specified in subdivision (h) of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE IV
EXCESS BENEFIT TRANSACTIONS

The Board recognizes that whether or not a contract, transaction or arrangement presents a Conflict of Interest, it may be an Excess Benefit Transaction. Accordingly, all contracts, transactions or arrangements shall be reviewed as well under the following procedures to prevent the authorization of an Excess Benefit Transaction. It shall be the objective of the Corporation to qualify, to the extent reasonably practical, for the rebuttable presumption concerning all potential Excess Benefit Transactions under Treasury Regulations Section 53.4958-6.

4.1 Determination of Whether the Contract, Transaction or Arrangement Involves a Disqualified Person. As part of its review of any contract, transaction or arrangement, the Board and each Committee shall determine whether a Disqualified Person is a party to such contract, transaction or arrangement.

4.2 Review Procedure.

4.2.1 If, pursuant to Section 4.1, the Board or a Committee determines that a contract, transaction or arrangement involves a Disqualified Person, such contract, transaction or arrangement shall be reviewed by an Authorized Body, which shall have sole authority to approve such contract, transaction or arrangement. The Authorized Body shall not authorize such contract, transaction or arrangement until it has obtained appropriate data regarding whether the contract, transaction or arrangement is comparable to the terms of a contract, transaction or arrangement that would be obtained from an independent third party. The Authorized Body has appropriate data on comparability if, given the knowledge and experience of its members, it has information sufficient to determine comparability. Relevant information in this regard includes, but is not to be limited to: (a) in the case of compensation, compensation paid by similar organizations (both taxable and tax-exempt) for functionally comparable positions, the availability of similar services in the Corporation's geographic area, actual written offers from similar institutions competing for the Disqualified Person's services and current compensation surveys compiled by independent firms and (b) in the case of property transfers, independent appraisals.

4.2.2 Once the Authorized Body has obtained appropriate data on comparability, it may proceed to vote on the contract, transaction or arrangement. Such vote shall be subject to the provisions of Article III of this Policy. In addition, any member of the Authorized Body having a Conflict of Interest with respect to the contract, transaction or arrangement shall recuse himself or herself from the vote in respect of the contract, transaction or arrangement. A person does not have a Conflict of Interest with respect to any contract, transaction or arrangement involving a Disqualified Person for purposes of the Excess Benefit Transaction rules if: (i) such person is not the Disqualified Person; (ii) such person is not a member of the family of the Disqualified Person; (iii) such person is not in an employment relationship subject to the direction and control of the Disqualified Person; (iv) such person is not receiving compensation or other payments subject to approval by the Disqualified Person; (v) such person has no material Financial Interest affected by the contract, transaction or arrangement; and (vi) the Disqualified Person has not approved and will not approve a transaction providing an economic benefit to such person.

4.2.3 The Authorized Body shall document the basis for its authorization of the contract, transaction or arrangement before the later of the next meeting of the Authorized Body or 60 days after the final action of the Authorized Body. A decision of the Authorized Body is "documented" if the minutes or other written or electronic corporate records of the Authorized Body note: (i) the terms of the contract, transaction or arrangement and the date it was approved; (ii) the members of the Authorized Body who were present during debate on the contract, transaction or arrangement and those who voted on it; (iii) the comparability data obtained and relied on, and how it was obtained; and (iv) the actions taken with respect to the consideration of the contract, transaction or arrangement by anyone who had a Conflict of Interest.

ARTICLE V
ADDITIONAL GUIDELINES

5.1 Nepotism. In personnel matters that uniquely affect a Relative of a Director, that Director shall abstain from voting.

5.2 Compensation for Contracted Services. While it is preferred that no Director receive pay for contracted services rendered to the Corporation, in exceptional cases where temporary, specialized work is provided, full disclosure shall be made to the Board and services shall be provided as governed by written agreement with such terms that are fair and reasonable to the Corporation.

5.3 Loans; Guarantee for Obligations. The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director, officer, Committee member or Other Person unless approved by the Board; provided, however, that the Corporation may advance money to a Director, officer, Committee member or Other Person for expenses reasonably anticipated to be incurred in the performance of the duties of such Director, officer, Committee member or Other Person on behalf of the Corporation, provided that in the absence of such advance, such Director, officer, Committee member or Other Person would be entitled to be reimbursed for such expenses by the Corporation.

5.4 Use of Position to Benefit Other Organizations. Directors, officers, Committee members and Other Persons shall not use their position to benefit the interests of a particular organization, constituency, or special interest group by any means, including but not limited to providing information not available to potential transaction partners or grantees, lobbying on behalf of or serving as spokesperson to the Corporation for an organization or interest group with which he or she is affiliated, or attempting to effect a positive decision for such organization or interest group through his or her position within the Corporation.

5.5 Confidentiality of Information. Directors, officers, Committee members and Other Persons will maintain the confidentiality of internal information about the Corporation. Information about the Corporation's activities should be disseminated widely once determined to be available for public use to promote equal opportunities for access. Conduct should not create preferential access nor create material benefit from any information regarding grant making, investment or other business actions or decisions by the Corporation which has not been fully disclosed to the general public by the Corporation.

5.6 Non-Pecuniary Benefits. Directors, officers, Committee members and Other Persons shall exercise diligence to avoid using their affiliation with the Corporation to enhance their own personal stature, for example, to secure board appointments to other organizations or to receive awards, preferential treatment or other special recognition.

5.7 Referral to Counsel. Questions regarding interpretation or application of this Policy should be referred to counsel for the Corporation.

ARTICLE VI
RECORDS OF PROCEEDINGS

The minutes of the Board and Committees shall contain—

(a) the name of each person, whether or not such person constituted an Interested Person, who disclosed or otherwise was found to have a Financial Interest, Non-Pecuniary Interest or Other Benefit in connection with a proposed contract, transaction or arrangement, the nature of the Financial Interest, Non-Pecuniary Interest or Other Benefit, any action taken to determine whether a Conflict of Interest existed, and the decision of the Board or Committee as to whether or not a Conflict of Interest in fact existed;

(b) the name of each person deemed to be a Disqualified Person that is deemed to be a party to a contract, transaction or arrangement, the process followed by the Authorized Body in reviewing such contract, transaction or arrangement, the type of data used to determine whether such contract, transaction or arrangement constitutes an Excess Benefit Transaction, and the decision of the Authorized Body as to whether or not an Excess Benefit Transaction in fact existed; and

(c) the name of each person who was present for discussions and votes relating to the proposed contract, transaction or arrangement, the content of the discussion, including any alternatives to the proposed contract, transaction or arrangement, and a record of any votes taken in connection therewith.

ARTICLE VII
COMPENSATION COMMITTEES; RECUSAL

7.1 Directors. A voting Director who receives Compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that Director's Compensation.

7.2 Committee Member. A voting member of any Committee, whose jurisdiction includes Compensation matters and who receives Compensation, directly or indirectly, from the Corporation is precluded from voting on matters pertaining to that member's Compensation.

7.3 Provision of Information Related to Compensation. No voting Director or member of any Committee, whose jurisdiction includes Compensation matters and who receives Compensation, directly or indirectly, from the Corporation, either individually or collectively, is precluded from providing information to any Committee regarding Compensation.

ARTICLE VIII
ANNUAL STATEMENTS

Each Director, officer, Committee member and Other Person shall sign on an annual basis a statement which, in addition to containing the disclosure required by Section 3.1.2 of this Policy, affirms that such Director, officer, Committee member or Other Person—

(a) has received a copy of this Policy,

(b) has read and understands this Policy,

(c) has agreed to be bound by and comply with this Policy, and

(d) understands that the Corporation is a tax-exempt charitable organization, and that in order to maintain its federal and state tax-exempt status, the Corporation must engage primarily in activities which accomplish its charitable purposes.

ARTICLE IX
PERIODIC REVIEWS

9.1 Periodic Review. To ensure that the Corporation operates in a manner consistent with its charitable purposes, and that it does not engage in any activity that could jeopardize its status as a federal and state tax-exempt charitable organization, the Board shall conduct periodic reviews of its operations. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether Compensation arrangements and benefits are reasonable, based on competent survey information, and are the result of arm's-length bargaining.

(b) Whether partnership and joint venture arrangements and arrangements with Other Persons affiliated with the Corporation conform to written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further the Corporation's charitable purposes, and do not result in inurement, impermissible private benefit or an Excess Benefit Transaction.

(c) Whether agreements to provide services, products and the like further the Corporation's charitable purposes and do not result in inurement, an

impermissible private benefit or an Excess Benefit Transaction.

9.2 Use of Outside Experts. In conducting the periodic reviews provided for in Section 9.1, the Corporation may, but need not, use outside advisors. If outside experts are used, then such use shall not relieve the Board of its responsibility for ensuring that such periodic reviews are conducted.

ARTICLE X
AMENDMENTS

This Policy shall be amended by the Board from time to time as necessary to take into account developments in applicable state law and federal tax law governing Internal Revenue Code Section 501(c)(3) organizations.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the acting Secretary of REDLANDS HOUSING CORPORATION, a California nonprofit public benefit corporation ("Corporation"); and

2. That the foregoing Conflicts of Interest Policy, comprising ten (10) pages, constitutes the Conflicts of Interest Policy of said Corporation, as duly approved and adopted by the Board of Directors of said Corporation at a meeting duly held on September 1, 2026.

In Witness Whereof, I have hereunto subscribed my name this 1st day of September, 2026.

_____
JEANNE DONALDSON, Secretary

REDLANDS HOUSING CORPORATION

Annual Conflicts of Interest Disclosure Statement

In accordance with Article VIII of the Conflicts of Interest Policy of REDLANDS HOUSING CORPORATION ("Policy") I, _____, hereby certify that:

- I have received a copy of the Policy.
- I have read and understand the Policy.
- I agree to be bound by and comply with the Policy.
- I understand that REDLANDS HOUSING CORPORATION is a tax-exempt charitable organization and that, in order for it to maintain its federal and state tax-exempt status, it must engage primarily in activities that accomplish one or more of its recognized charitable and tax-exempt purposes.

I further certify that, except as shown below, I do not have any Conflict of Interest (as that term is defined in Section 2.5 of the Policy) nor have I been a party to an Excess Benefit Transaction (as that term is defined in Section 2.9 of the Policy), and that, except as shown below, I am in compliance with the disclosure requirements of Section 3.1 of the Policy.

Exceptions: _____

_____

_____

_____

_____

_____ _____

Signature Date

WHISTLEBLOWER PROTECTION POLICY
OF
REDLANDS HOUSING CORPORATION
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

ARTICLE I
PURPOSE

The Corporation is committed to lawful and ethical behavior in all its activities and requires its Directors, officers, members of any Committee, employees, if any, and Other Persons to act in accordance with all applicable laws, regulations, policies and to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. In keeping with this purpose, the objectives of the Corporation's Whistleblower Protection Policy are to establish policies and procedures to: (i) prevent or detect and correct improper activities; (ii) encourage each Director, officer, Committee member, employee and Other Persons to report what he or she in good faith believes to be a material violation of law or policy or questionable accounting or auditing matter by the Corporation or any person acting on behalf of the Corporation; (iii) ensure the receipt, documentation, retention of records, and resolution of reports received under this Policy; and (iv) protect Reporting Individuals from retaliatory action.

ARTICLE II
DEFINITIONS

Whenever used in this Policy, the following terms shall have the following meanings, unless a different meaning is required by the context:

2.1 "Baseless Allegations". The term "Baseless Allegations" shall mean allegations made with reckless disregard for truth or falsity.

2.2 "Board". The term "Board" means the board of directors of the Corporation.

2.3 "Committee". The term "Committee" jointly and severally means each committee of the Corporation with the right to exercise powers delegated to it, directly or indirectly, by or through the Board.

2.4 "Director(s)". The term "Director(s)" jointly and severally means each individual serving on the Board.

2.5 "Fraudulent or Dishonest Conduct". The term "Fraudulent or Dishonest Conduct" means a deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Examples of Fraudulent or Dishonest Conduct include, but are not limited to the following:

- Forgery or alteration of documents;
- Unauthorized alteration or manipulation of computer files;
- Fraudulent financial reporting;

- Pursuit of a benefit or advantage in violation of the Corporation's Conflict of Interest Policy and any other material violation of any other policy;
- Misappropriation or misuse of the Corporation's resources, such as funds, supplies or other assets;
- Authorizing or receiving compensation for goods not received or services not performed;
- Authorizing or receiving compensation for hours not worked;
- Providing false or misleading information on financial documents, grant reports, tax returns or other public documents;
- Providing false or misleading information to or withholding material information from auditors, lawyers, directors or other representatives responsible for ensuring compliance with fiscal and legal responsibilities; and
- Discrimination based on race, gender, sexual orientation, ethnicity or disability.

2.6 "Other Persons". The term "Other Persons" shall mean any volunteer, any other persons contractually or otherwise working on Corporation-sponsored matters, and other persons having or granted access to the resources or property of the Corporation.

2.7 "Reporting Individual". The term "Reporting Individual" shall refer to any Director, officer, Committee member, employee, if any, or Other Persons that reports what he or she in good faith believes to be Fraudulent or Dishonest Conduct.

2.8 "Policy". The term "Policy" means this WHISTLEBLOWER PROTECTION POLICY OF REDLANDS HOUSING CORPORATION.

ARTICLE III
PROCEDURES

3.1 Reporting Responsibility. All persons subject to this Policy shall report suspected Fraudulent or Dishonest Conduct. Such persons' concerns about possible Fraudulent or Dishonest Conduct, including the misuse of resources or property of the Corporation, should be reported to the President of the Board. If, for any reason, any such person finds it difficult to report his or her concerns to the President of the Board, then such person shall report the concerns to the Board Chair, Treasurer or Secretary of the Board. Alternatively, to facilitate reporting of suspected violations where such person wishes to remain anonymous, a written statement may be submitted to any of the aforementioned Board Chair, President, Treasurer or Secretary of the Board. Notwithstanding the preceding, it is not the intention of this Policy to encourage Reporting Individuals to make Baseless Allegations.

3.2 Responsibility of Board Chair, President, Treasurer or Secretary of the Board. The Board Chair, President, Treasurer or Secretary of the Board are required to report suspected Fraudulent or Dishonest Conduct to the Board. Reasonable care should be taken in dealing with suspected misconduct to avoid: (i) Baseless Allegations; (ii) premature notice to persons suspected

of misconduct and/or disclosure of suspected misconduct to others not involved with the investigation; and (iii) violations of a person's rights under the law. Officers, while appropriately concerned about such issues, should not in any circumstances perform any investigation or other follow-up steps on their own, and accordingly: (x) should not contact the person suspected to further investigate the matter or demand restitution; (y) should not discuss the case with attorneys, the media or anyone other than the Board; and (z) unless required by law, should not report the case to an authorized law enforcement officer without first discussing the case with the Board.

3.3 Complaint.

3.3.1 Handling. Complaints by Reporting Individuals will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Such complaints will only be shared with those who have a need to know, to enable the Corporation to conduct an effective investigation, determine what action to take based on the results of any investigation, and in appropriate cases with law enforcement personnel. Should disciplinary or legal action be taken against a person or persons as a result of a complaint by a Reporting Individual, such person may also have the right to know the identity of the Reporting Individual to the extent permitted under the law.

3.3.2 Investigation. All relevant matters, including suspected but unproven matters, will be reviewed and analyzed, with documentation of the receipt, retention, investigation and treatment of the complaint. Appropriate corrective action will be taken, if necessary, and findings will be communicated back to the Reporting Individual. Investigations may warrant investigation by an independent person such as auditors and/or attorneys.

3.4 No Retaliation. The Corporation will use its best efforts to protect Reporting Individuals from retaliation. No person, however associated with the Corporation, shall retaliate against a Reporting Individual, for informing management about an activity which that person believes to constitute Fraudulent or Dishonest Conduct, with the intent or effect of adversely affecting the terms or conditions of the Reporting Individual's employment, including but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or fees. Reporting Individuals who believe that they have been retaliated against may file a written complaint with the Board. Any such complaint of retaliation will be promptly investigated and appropriate corrective measures taken if allegations of retaliation are substantiated. This protection from retaliation is not intended to prohibit appropriate persons at the Corporation from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

3.5 Acting in Good Faith. Anyone reporting a concern must act in good faith and have reasonable grounds for believing that the matter raised is a serious violation of law or policy or a material accounting or auditing matter. Persons making Baseless Allegations may be subject to disciplinary action by the Corporation, up to and including termination of employment, and/or legal claims by individuals accused of such conduct.

3.6 Violations of this Policy. Violation of this Policy shall be referred to the Board for appropriate action and the Board shall take immediate corrective action consistent with this Policy

and applicable law, and the immediate review and modification, if necessary, of this Policy and Corporation procedures to guard against any future violation of this Policy.

ARTICLE IV
ANNUAL STATEMENTS

Each Director, officer, Committee member and employee, if any, and Other Person shall sign on an annual basis a statement which affirms that such Director, officer, Committee member or employee, if any, or Other Person—

(a) has received a copy of this Policy,

(b) has read and understands this Policy, and

(c) has agreed to be bound by and comply with this Policy.

ARTICLE V
AMENDMENTS

This Policy shall be amended by the Board from time to time as necessary.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify as follows:

1. That I am the acting Secretary of REDLANDS HOUSING CORPORATION, a California nonprofit public benefit corporation ("Corporation"); and

2. That the foregoing Whistleblower Protection Policy, comprising four (4) pages, constitutes the Whistleblower Protection Policy of the Corporation, as duly approved and adopted by the Board of Directors of the Corporation at a meeting duly held on September 1, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1st day of September, 2026.

_____

JEANNE DONALDSON, Secretary

REDLANDS HOUSING CORPORATION

Annual Whistleblower Protection Policy Statement

In accordance with Article IV of the Whistleblower Protection Policy of REDLANDS HOUSING CORPORATION ("Policy") I, _____, hereby certify that:

- I have received a copy of the Policy.
- I have read and understand the Policy.
- I agree to be bound by and comply with the Policy.

Dated: _____.

_____
(Signature)

_____
(Printed Name)

DOCUMENT RETENTION AND DESTRUCTION POLICY
OF
REDLANDS HOUSING CORPORATION
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

ARTICLE I
PURPOSE

The purpose of this Document Retention and Destruction Policy ("Policy") is for REDLANDS HOUSING CORPORATION ("Corporation") to enhance compliance with the Sarbanes-Oxley Act and to promote the proper treatment of corporate records of the Corporation. The Sarbanes-Oxley Act addresses the retention and destruction of business records and documents, which applies to nonprofits, and turns intentional document destruction into a process that must be carefully monitored.

In accordance with 18 U.S.C. Section 1519 and the Sarbanes-Oxley Act, as it applies to nonprofits, which makes it a crime to alter, cover up, falsify, or destroy any document with the intent of impeding or obstructing any official proceeding, this policy provides for the systematic review, retention and destruction of documents received or created by the Corporation in connection with the transaction of organization business. This policy covers all records and documents, regardless of physical form, contains guidelines for how long certain documents should be kept and how records should be destroyed. The policy is designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent destruction of records and to facilitate the Corporation's operations by promoting efficiency and freeing up valuable storage space.

ARTICLE II
POLICY

2.1 General Guidelines. Records should not be kept if they are no longer needed for the operation of the Corporation or required by law. Unnecessary records should be eliminated from the files. The cost of maintaining records is an expense which can grow unreasonably if good housekeeping is not performed. A mass of records also makes it more difficult to find pertinent records in a timely manner. Many outdated records and documents can cause confusion with regard to the currency of the Corporation's operations.

(a) Records Defined. For purposes of this policy, "records" includes paper, electronic files (including e-mail) and voicemail records, regardless of where the record is stored, including network servers, desktop or laptop computers and handheld computers and other wireless devices.

(b) From time to time, the Corporation may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that warrant special consideration are identified below. While

minimum retention periods are established, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention, as well as the exception for litigation relevant documents and any other pertinent factors.

2.2 Exception for Litigation Relevant Documents. The Corporation expects all officers, directors, and employees, and contractors to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors, employees and contractors should note the following general exception to any state destruction schedule: In accordance with 18 U.S.C. Section 1519 and the Sarbanes Oxley Act, the Corporation shall not knowingly destroy a document with the intent to obstruct justice or influence an "investigation or proper administration of any manner within the jurisdiction of any department or agency of the United States. . . or in relation to or contemplation of such matter or case." If you believe, or the Corporation informs you, that Corporation records are relevant to litigation, or potential litigation (i.e., a dispute that could result in litigation), then you must preserve those records until it is determined that the records are no longer needed. If an official investigation is underway or is suspected, document purging must stop in order to avoid criminal obstruction. This exception supersedes any previously or subsequently established destruction schedule for those records.

2.3 Minimum Retention Periods for Specific Categories:

2.3.1 Corporate Documents. Corporate records include the Corporation's Articles of Incorporation, Bylaws and IRS Form 1023, Application for Exemption and tax-exempt designation letters. These records should be retained **permanently**. IRS regulations require that the Form 1023 be available for public inspection upon request.

2.3.2 Tax Returns. Tax returns and worksheets shall be retained **permanently**.

2.3.3 Tax Records. Tax records include, but may not be limited to, documents concerning payroll, income from membership and other sources, expenses, proof of contributions made by donors, accounting procedures, and other pertinent documents concerning the Corporation's revenues. Tax records should be retained for at least **seven (7) years** from the date of filing the applicable return.

2.3.4 Board and Board Committee Materials. Meeting minutes for the Board meetings and Committee meetings, and Board policies and resolutions, should be retained **permanently** in the Corporation's minute book. A clean copy of all other Board and Board Committee materials should be kept for no less than **three (3) years** by the Corporation.

2.3.5 Press Releases/Public Filings. The Corporation should retain **permanent** copies of all press releases and publically filed document under the theory that the Corporation should have its own copy to test the accuracy of any

document a member for the public can theoretically produce against the Corporation.

2.3.6 Legal Files. Legal counsel should be consulted to determine the retention period of the particular documents, but legal documents should generally be maintained for a period of **seven (7) years** after expiration of the agreement or termination of the matter. Please note the exception set forth in Section 2 above relating to records pertaining to potential litigation.

2.3.7. Marketing and Sales Documents. The Corporation should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally **three (3) years**. An exception to the three-year policy may be sales invoices, contracts, leases, licenses, and other legal documentation. These documents should be kept for at least **seven (7) years** beyond the life of the agreement.

2.3.8 Contracts. Final execution copies of all contracts entered into by the Corporation should be retained. The Corporation should retain copies of the final contracts for at least **seven (7) years** beyond the life of the agreement and longer in the case of publically filed contracts or if required by the terms of such agreement.

2.3.9 Correspondence. Unless correspondence of a substantive nature falls under another category listed elsewhere in this Policy, correspondence should generally be saved for **three (3) years**. Correspondence that holds no substantive value to the Corporation, such as solicitation mailings will not be retained.

2.3.10 Banking and Accounting. Accounts payable ledgers and schedules should be kept for **seven (7) years**. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) should be kept for **three (3) years**. Any inventories of products, materials, and supplies and any invoices should be kept for **seven (7) years**.

2.3.11 Insurance. Current insurance policies, insurance records, current accident reports, claims, etc. should be kept permanently, except that expired insurance policies not relevant to accident reports or claims may be destroyed after **five (5) years**.

2.3.12 Audit Records. External audit reports should be kept permanently. Internal audit reports should be kept for **three (3) years**.

2.3.13 Personnel Records. Personnel files should be retained at least **seven (7) years** after employment is terminated. Payroll records, including records relating to employee's leave should be retained for a period of **seven (7) years**. Employment applications should be retained for **three (3) years**

from the date of taking action on the application. Employee I-9 forms should be retained for at least **three (3) years** after termination.

2.3.14 Contributions. Donors records and acknowledgement letters should be kept for at least **seven (7) years**.

2.4 Electronic Documents and Records. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files, including records of donations made online, that fall into one of the document types identified in Section 2.3 will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an email message, the message should be printed in hard copy and forwarded to the Secretary to archive in the appropriate file. Backup and recovery methods will be tested on a regular basis.

2.4.1 Electronic Mail. E-mail that needs to be saved should be either: (i) printed in hard copy and forwarded to the Secretary to archive in the appropriate file; or (ii) downloaded to a computer file and kept electronically or on disk as a separate file. The Corporation may adopt a separate policy governing the retention and handling of electronic mail, which shall be considered a supplement and not a replacement of this Policy.

2.5 Emergency Planning. The Corporation's records will be stored in a safe, secure and accessible manner. Documents and financial files that are essential to keeping the Corporation operating in an emergency will be duplicated or backed up at least every week and maintained off site.

2.6 Document Destruction. The Corporation's Treasurer is responsible for the ongoing process of identifying records which have met the required retention period and overseeing their destruction. Destruction of financial and personnel-related documents will be accomplished by shredding. Document destruction will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

2.7 Compliance. Failure on the part of employees to follow this Policy can result in possible civil and criminal sanctions against the Corporation and its employees and possible disciplinary action against responsible individuals. The Treasurer will periodically review these procedures with legal counsel or the Corporation's certified public accountant to ensure that they are in compliance with new or revised regulations.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the acting Secretary of REDLANDS HOUSING CORPORATION, a California nonprofit public benefit Corporation ("Corporation"); and

2. That the foregoing Document Retention and Destruction Policy, comprising four (4) pages, constitutes the Document Retention and Destruction Policy of said Corporation, as duly approved and adopted by the Board of Directors of said Corporation at a meeting duly held on September 1, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1st day of September, 2026.

_____
JEANNE DONALDSON, Secretary

Redlands Housing Corporation

AGENDA ITEM NO. O11.

DATE: September 1, 2026

TO: Honorable Chair and Board Members

SUBJECT: Consideration of Resolution No. 2026-02-RHC Establishing the Date and Location of the Annual Regular Meetings of the Redlands Housing Corporation (Assistant City Manager Garcia)

MOTION:

I move to adopt Resolution No. 2026-02-RHC

RECOMMENDATION:

Staff recommends approval of Resolution No. 2026-02-RHC establishing the date and location of the Regular Annual Meeting of the Redlands Housing Corporation.

DISCUSSION:

As part of the organizational actions necessary to establish the Redlands Housing Corporation as a California nonprofit public benefit corporation, the Board must establish a regular meeting schedule for conducting Corporation business. The proposed resolution designates the Corporation's annual regular meeting as occurring immediately following the first regular meeting of the Redlands City Council each September, at the same location. This schedule provides a consistent annual meeting date while allowing the Corporation to conduct necessary organizational and operational business in accordance with its governing documents and the Ralph M. Brown Act.

SUBMITTED BY:
Danielle Garcia, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., President

REVIEWED BY:
Yvette M. Abich Garcia, General Counsel
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

FISCAL IMPACT

Fiscal Year: 2027

Discussion:

There is no fiscal impact associated with adoption of Resolution No. 2026-02-RHC.

Attachments

Housing_Corporation_Resolution_No_2-RHC_Meeting_Dates.pdf

RESOLUTION NO. 2026-02-RHC

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDLANDS HOUSING CORPORATION ESTABLISHING THE DATE AND LOCATION OF ITS ANNUAL REGULAR MEETING

WHEREAS, the Redlands Housing Corporation ("Corporation") is a California nonprofit public benefit corporation; and

WHEREAS, the Board of Directors desires to establish an annual regular meeting and provide for additional meetings as necessary to conduct the business of the Corporation in accordance with its governing documents and the Ralph M. Brown Act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDLANDS HOUSING CORPORATION AS FOLLOWS;

Section 1. The foregoing recitals are true and correct, and the Board of Directors so finds and determines.

Section 2. Annual Regular Meeting. The annual regular meeting of the Board shall be held immediately following the first regular meeting of the Redlands City Council in September of each year, at the same location as that City Council meeting. The agenda for the annual regular meeting shall state its anticipated commencement time and shall be posted in accordance with the Ralph M. Brown Act.

Section 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 1st day of September, 2026.

_____

Mario Saucedo, Chair

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the acting Secretary of REDLANDS HOUSING CORPORATION, a California nonprofit public benefit corporation ("Corporation"); and

2. That the foregoing Resolution No. 2026-02-RHC comprising one (1) page as duly approved by the Board of Directors of said Corporation at a meeting duly held on September 1, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1st day of September, 2026.

_____

JEANNE DONALDSON, Secretary

Redlands Housing Corporation

AGENDA ITEM NO. O12.

DATE: September 1, 2026

TO: Honorable Chair and Board Members

SUBJECT: Consideration of Resolution No. 2026-03-RHC Establishing the Banking Institution of Record and Approving Certain Officers as Bank Account Authorized Signatories (Assistant City Manager Garcia)

MOTION:

I move to adopt Resolution No. 2026-03-RHC.

RECOMMENDATION:

Staff recommends the Board adopt Resolution No. 2026-03-RHC establishing the Banking Institution of record and approving certain officers as bank account authorized signatories.

DISCUSSION:

As part of the organizational actions necessary to establish the Redlands Housing Corporation, the Corporation must establish banking services for the deposit, custody, and disbursement of its funds. Consistent with the authority provided under the Corporation's Bylaws, Resolution No. 2026-03-RHC selects U.S. Bank as an authorized depository and designates the President and Treasurer, including anyone serving in an interim or acting capacity, as Authorized Corporation Representatives. The resolution also permits the President to designate additional representatives by written certificate and authorizes those representatives to complete the administrative actions necessary to establish and maintain the Corporation's accounts.

SUBMITTED BY:
Danielle Garcia, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., President

REVIEWED BY:
Yvette M. Abich Garcia, General Counsel
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Danielle Garcia, Assistant City Manager

FISCAL IMPACT

Fiscal Year: 2027

Discussion:

There is no fiscal impact associated with adoption of Resolution No. 2026-03-RHC.

Attachments

Housing_Corporation_Resolution_No_3-RHC_Bank_and_Authorized_Signers.pdf

RESOLUTION NO. 2026-03-RHC

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDLANDS HOUSING CORPORATION SELECTING A FINANCIAL INSTITUTION AND DESIGNATING AUTHORIZED CORPORATION REPRESENTATIVES

WHEREAS, the Redlands Housing Corporation ("Corporation") is a California nonprofit public benefit corporation; and

WHEREAS, Sections 6.1.5 and 10.6 of the Corporation's Bylaws authorize the Board of Directors ("Board") to designate depositories for Corporation funds and determine the officers or agents authorized to execute checks, drafts, and other orders for payment; and

WHEREAS, the Board desires to establish a bank account for the deposit, custody, and disbursement of Corporation funds and to designate the individuals authorized to act on the Corporation's behalf in connection with that account.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDLANDS HOUSING CORPORATION AS FOLLOWS;

Section 1. The foregoing recitals are true and correct, and the Board of Directors so finds and determines.

Section 2. US Bank is hereby selected as an authorized depository of the Corporation. The Corporation is authorized to establish and maintain one or more checking, savings, deposit, or other accounts with the institution as necessary to conduct its business.

Section 3. "Authorized Corporation Representative" means the President and Treasurer of the Corporation, including any person serving in an interim or acting capacity in either office, and any other person designated by the President in a written certificate filed with the Secretary of the Corporation and the financial institution.

Section 4. Each Authorized Corporation Representative is authorized, on behalf of the Corporation, to execute account-opening documents, furnish certifications and information, access account records, make deposits, and perform other administrative actions necessary to establish and maintain the Corporation's accounts.

Section 5. The financial institution may rely upon this Resolution and any written certificate executed pursuant to it until it receives written notice of an amendment or revocation. The Secretary is authorized to certify the adoption and continuing effectiveness of this Resolution and the identity of the Authorized Corporation Representatives.

Section 6. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 1st day of September, 2026.

_____

Mario Saucedo, Chair

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the acting Secretary of REDLANDS HOUSING CORPORATION, a California nonprofit public benefit corporation ("Corporation"); and

2. That the foregoing Resolution No. 2026-03-RHC comprising two (2) pages as duly approved by the Board of Directors of said Corporation at a meeting duly held on September 1, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1st day of September, 2026.

_____

JEANNE DONALDSON, Secretary