AGENDA

CITY COUNCIL - REGULAR MEETING OF THE BANNING CITY COUNCIL
CITY OF BANNING, CALIFORNIA

March 11, 2025
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the agenda for the regular meeting of the Banning City Council, a joint meeting of the City Council and Banning Utility Authority, and the Banning City Council sitting in its capacity as the Banning Successor Agency Board.

This meeting is being held via Zoom so that members of the public may observe and participate in this meeting electronically. If you participate in this meeting via Zoom, you are agreeing to abide by the City's Zoom Community Standards for Public Meetings (provided in full on the last page of the agenda). *Esta reunión se lleva a cabo en la Cámara y a través de Video/Teleconferencia en Zoom para que los miembros del público puedan observar y participar en esta reunión de manera electrónica. Si elige participar en esta reunión a través de Zoom, acepta cumplir con los Estándares comunitarios de Zoom para reuniones públicas de la ciudad (que se proporcionan en su totalidad en la última página de la agenda).*

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Meeting ID: 820 1264 4588
Password: 92220

Per the City of Banning Manual of Procedural Guidelines, matters taken up by the Council before 10 p.m. may be concluded, but no new matters shall be taken up except upon a majority vote of the council members present and voting. Such an extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

1. CALL TO ORDER

1.1 **INVOCATION**
Performed by Pastor David Kieffer of Our Savior's Lutheran Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. PRESENTATIONS

3.1 Banning Women's Club Displays in Council Chambers Lobby
Recommendation: Allow Banning Women's Club to introduce their displays.

4. REPORT ON CLOSED SESSION

John Pinkney, Interim City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

5.2 CORRESPONDENCE

5.3 APPOINTMENTS

Historic Preservation Commission Appointments for Positions 1 through 5
Recommendation: Appoint up to two (2) applicants to Positions 1 and 2, with terms expiring in January 2027; Appoint up to three (3) applicants to Positions 3 through 5, with terms expiring on January 2029.

Banning Youth Council Appointment
Recommendation: Appoint Sara McDermott to the Banning Youth Council.

5.4 CITY COUNCIL COMMITTEE REPORTS

5.5 CITY MANAGER'S REPORT

5.6 CITY ATTORNEY'S REPORT

5.7 CITY TREASURER'S REPORT

6. CONSENT ITEMS

The following items have been recommended for approval and will be acted upon simultaneously, unless a member of the City Council/Banning Utility Authority/Successor Agency Board wishes to remove an item for separate consideration.

6.1 Approval of the Meeting Minutes for the February 14 and 25, 2025 City Council Meetings
Recommendation: Approve the minutes of the February 14 and 25, 2025 City Council Meetings.

6.2 Consideration of Resolution 2025-32, Approving a Purchase Order with A-Z Bus Sales in the Amount of $44,242.61, which includes a 5% contingency, for the Wheelchair Lift Replacement on Transit Bus 243
Recommendation: Adopt Resolution 2025-32.

6.3 Consideration of Resolution 2025-33, Approving the Agreement with Riverside County Children and Families Commission Allowing the City of Banning to Provide Swim Lessons Scholarships to Eligible Children Under the Age of Five
Recommendation: Adopt Resolution 2025-33.

6.4 Consideration of Resolution 2025-34, Approving a Sole Source Agreement for Professional Services with Willdan Engineering, Inc. for (1) Building and Safety Services in an Amount Not to Exceed $426,000 for Six Months and (2) Planning Services in an Amount Not to Exceed $151,000 for Nine Months.

Recommendation: Adopt Resolution 2025-34.

6.5 Consideration of City Council Resolutions 2025-35, 2025-36, and Successor Agency Resolution 2025-01, Approving Updated Accountholders for all City Bank Depository Accounts
Recommendation: Adopt City Council Resolutions 2025-35, 2025-36, and Successor Agency Resolution 2025-01.

7. PUBLIC HEARINGS

8. REPORTS OF OFFICERS

8.1 Consideration of Resolution 2025-37, Approving Modifications to the Warrant Approval Process
Recommendation: Adopt Resolution 2025-37.

9. DISCUSSION ITEMS

9.1 Discussion of Fiscal Year 2026 Community Project Funding Request
Recommendation: Discuss Fiscal Year 2026 Community Project Funding request and provide staff direction on which project to submit for potential funding.

9.2 Presentation by Michael Busch of Urban Futures Inc regarding City and Utility finances and steps needed to stabilize general fund and Electric Utility fund
Recommendation: 1) Direct staff to come back within 30 days with a timeline of actions necessary to stabilize the City's Electric Utility; and
2) Authorize the City Manager to negotiate with Urban Futures Inc on the development of a 10-Year General Fund Budget Forecast Model to include budget stabilization recommendations and options for City Council consideration.

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**
11.2 **EXISTING ITEMS**

1. Update on Community Garden (Flynn)
2. Developer Presentation on Sunset Crossroads Project (Flynn)
3. Contracting Animal Services (Flynn)
4. Code Enforcement Department Citations Process (Miller)
5. Emergency Preparedness (Barrington)
6. Changes to the Banning Procedural Manual (Royce)
7. Tree Trimming at Repplier Park and near Sun Lakes (Flynn)
8. Discussion of Reversing Decision to Close Airport (Royce)
9. Agenda Pagination, Reading Aloud Public Correspondence (Flynn)
10. Evaluation of Acting City Manager (Miller)
11. Patriot Tree (Barrington)
12. Contractor(s) to do Citywide Cleanup (Flynn)
13. Resolution for Mayor/Treasurer to Sign All Checks (Flynn)
14. Review City Vehicle Maintenance (Royce)

12. ADJOURNMENT

Next Regular Meeting – March 25, 2025

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- Your microphone must remain on mute, and you may only unmute your microphone when/if you are recognized by the Mayor.
- Your camera must be turned off unless/until you are recognized by the Mayor.
- To indicate a desire to make Public Comment, you must use the Raise Hand function. The Mayor will not recognize those who have not used the Raise Hand function.
- Public Comment from Zoom attendees will immediately follow in-person comment from members of the public in Council Chambers.
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- Su cámara debe estar apagada a menos que sea reconocido por el alcalde.
- Para indicar el deseo de hacer un Comentario Público, debe utilizar la función Levantar la mano. El alcalde no reconocerá a quienes no hayan utilizado la función Levantar la mano.
- Los comentarios públicos de lo que atienden por Zoom seguirán inmediatamente los comentarios en persona de los miembros del público en las Cámaras del Consejo.
- Si no cumple con estas pautas de la comunidad, es posible que lo destituyan por interrumpir la reunión que tiene lugar en las Cámaras del Consejo. Puede volver a unirse a la reunión, pero es posible que lo eliminen por cada violación de estos estándares de la comunidad.
- La función de chat estará deshabilitada para todas las Reuniones del Ayuntamiento en Zoom.

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Caroline Patton, Administrative City Clerk
Secretario adjunto de la ciudad

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Public Comment

Agenda Items

Any member of the public may address this meeting of the City Council on any item appearing on the agenda. A five-minute limitation shall apply to each member of the public and no member of the public shall be permitted to share their time with any other person.

Non-Agenda Items

Any member of the public may address this meeting of the City Council on any item which does not appear on the regular meeting agenda but is of interest to the general public and is an item upon which the City Council may act. A three-minute limitation shall apply to each member of the public and no member shall be permitted to share their time with any other person. No action shall be taken, nor discussion held by the City Council, on any item which does not appear on the agenda, unless the action is otherwise authorized in accordance with the provisions of subdivision (b) of §54954.2 of the Government Code.

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CONTACT • CONTACTO

City Clerk's Office | 951-922-3102 | CityClerks@banningca.gov
99 East Ramsey Street, Banning, California 92220

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Banning Women's Club Displays in Council Chambers Lobby**

RECOMMENDATION:
Allow Banning Women's Club to introduce their displays.

BACKGROUND:
Banning Women's Club has designed the displays in the Council Chambers Lobby.

JUSTIFICATION:
N/A

FISCAL IMPACT:
N/A

ALTERNATIVES:
N/A

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Historic Preservation Commission Appointments for Positions 1 through 5**

RECOMMENDATION:

Appoint up to two (2) applicants to Positions 1 and 2, with terms expiring in January 2027; Appoint up to three (3) applicants to Positions 3 through 5, with terms expiring on January 2029.

BACKGROUND:

The Historic Preservation Commission's responsibilities are governed by Chapter 17.58 of the Municipal Code (attached here in full). The Commission will meet monthly to identify historic sites in Banning and recommend that Historic designation be applied to property.

The makeup of the Historic Preservation Commission is established under Banning Municipal Code Section 2.46 (attached here in full). It states that the initial terms for Position 1 and Position 2 shall be for two years, and all subsequent terms of Positions 1 and 2 shall be for four years. The initial terms and all subsequent terms for commission member Position 3, Position 4, and Position 5 shall be for four years. Therefore, City Council will need to appoint 2 applicants to Positions 1 and 2, and appoint 3 applicants to Positions 3 through 5.

Initial recruitment began in June 2024. No applications were received. A renewed push for applicants began in December 2024. The application was promoted on the City's social media platforms and in the Record Gazette's February 21, 2025 edition. The deadline to submit applications was February 28, 2025.

JUSTIFICATION:

Six applications were received from qualified individuals and are up for consideration:

- Campbell, Gabrielle
- Fudala, Trina
- Lamb, Bill
- Lopez, Ezikio
- Ortega, Vincent
- Santana, Marco

The candidates will be interviewed in a Special Meeting - Workshop on March 11, 2025 beginning at 4:00 p.m. Staff recommend appointing five members to the City's Historic Preservation Commission from among these applicants.

FISCAL IMPACT:

N/A

ALTERNATIVES:

City Council could appoint no applicants and direct staff to reopen the recruitment for members of the Commission.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Banning, CA Code of Ordinances 17.58.pdf
2. Banning, CA Code of Ordinances 2.46.pdf
3. HPC Applications Combined.pdf

17.58.10 - Purpose and intent.

The purpose of this chapter is to promote the public health, safety, and general welfare by providing for the identification, protection, enhancement, perpetuation, and use of historic resources, such as buildings, structures, sites, and places that reflect special elements of the city's architectural, artistic, cultural, historical, and social heritage. This chapter intends to safeguard the city's historic resources; enhance the city's value as an attractive, historic community; and integrate the preservation of historic resources and information about such resources into the land management and development process.

(Ord. No. 1593, § 3, 10-24-23)

17.58.20 - Area of application.

This chapter shall apply to all historic resources, publicly and privately owned within the corporate limits of the city.

(Ord. No. 1593, § 3, 10-24-23)

17.58.30 - Definitions.

As applicable to this chapter, the following words and phrases shall be defined as follows:

Historic resource is a property, structure, site, improvement or natural feature, including any associated landscaping, that has been designated by the historic preservation commission and included on the registry of historic resources.

Ordinary maintenance and repair is routine work that does not, by law, require a permit; involves regular, customary, or usual care of an existing building, structure, or object for the purpose of preserving said property in a safe and sanitary condition; and does not involve a change in design, material, or appearance.

Resource is a property, structure, site, improvement or natural feature, including any associated landscaping.

Substantial alteration is any alteration of any historic resource, or part thereof, which so changes the resource as to remove, alter, destroy, lessen, or detract from its historical value or character, but does not include ordinary maintenance and repair work.

(Ord. No. 1593, § 3, 10-24-23)

17.58.40 - Historic designation criteria.

A. For the purposes of this chapter, a resource may be designated a historic resource if, following the process in Section 17.58.50, the city council, upon recommendation from the historic resources commission determines it satisfies any of the following requirements:
   1. The resource is the first, last, only, or most significant historical property of its type in the city.
   2. The resource is associated with an individual person or group having significant influence on the history or development of the city.
   3. The resource is an example or contains an example of a period, style, architectural movement, or construction of historical, aesthetic, or architectural interest.
   4. The resource is a part of, or contributes aesthetically to, the historical heritage of the city.

B. The city council and the historic resources commission may consider age of a resource when determining whether any of the factors in this section are satisfied. However, age alone is not determinative of a resource's historical significance.

(Ord. No. 1593, § 3, 10-24-23)

17.58.50 - Procedure for identification and designation of historic resource; notice of sale or transfer.

A resource shall be identified, and if owner consent is provided, designated as a historic property by the city council, upon the recommendation of the historic preservation commission in the following manner:

A. Identification and initiation of designation. The owner of the resource, or a resident of the city, may apply to the historic preservation commission to designate a resource as historic. Applications by owners and residents shall be accompanied by such historical and architectural information as required by applicable forms made available by the community development director or designee to make an informed recommendation, and the application fee in an amount set by resolution of the city council. The historic preservation commission may also identify properties for consideration of designation on its own motion.

B. Owner consent required. An application, or identification by the commission, for designation shall include written consent of the resource owner. If owner consent is not obtained, the identified resource will not be considered for designation and inclusion in the register of historic resources.

C. Inventory of identified resources. The commission shall maintain a list of resources identified by the commission, including those for which a designation application has been submitted but owner consent to such designation has not been obtained. The list shall include any relevant public information for the identified resources and shall be made available to the public, except for any information exempt from disclosure under state law, including, without limitation, records of Native American graves, cemeteries, sacred places, features and objects

exempt from disclosure pursuant to California Government Code Section 7927.000 and the California Code of Regulations Title 14, Section 15120(d). Inclusion of a resource on the inventory does not trigger any requirements by or restrictions on the owner of the resource under this chapter.

D. Delay of work pending designation determination. No alteration, demolition, or removal of resources for which the owner's consent to designation has been obtained shall be allowed until the designation determination is made by the commission.

E. Public hearing. The commission shall schedule a public hearing on all proposed designations for which the owner of the resource has consented. If an application for designation originates from a resource owner or a city resident, the public hearing shall be held within ninety days of the commission's receipt of a complete application.

F. Notice of hearing. Notice of the date, place, time, and purpose of the public hearing shall be given by first class mail to applicants, owners, and occupants of the resource and to property owners within three hundred feet of the resource at least ten days prior to the date of the public hearing and shall be advertised once in a newspaper of general circulation at least ten days before the public hearing. Additional methods of notice may be provided in any other manner deemed desirable and practicable.

G. Commission recommendations. After the public hearing, the commission shall make a recommendation in writing to the city council on whether to approve, conditionally approve, or disapprove the application for designation and set forth the reasons for the decision based on the criteria in Section 17.58.40. The commission shall specify which part or parts of the resource it recommends be included in the city's register of historic resources.

H. City council review. The commission shall notify the city clerk of the commission's recommendation, who shall set the matter for public hearing at a city council meeting. Notice of the public hearing before the city council shall be provided in the same manner as Section 17.58.50.E. After the city council's public hearing on the matter, the city council shall by resolution affirm, modify, or reject the commission's recommendation regarding whether the resource should be designated a historic resource based on the criteria in Section 17.85.40. If the city council designates a resource as a historic resource, the commission shall enter the historic resource in the city's register of historic resources. The register shall contain a description of each resource, the reason(s) for its inclusion in the register, and an inventory detailing those parts or characteristics of the resource which are being classified as historic. Copies of the register shall be available to the public.

I. Notice of designation. Notice of the designation shall be sent to applicants and owners of the designated resource. Within thirty days of receipt of the notice of designation, the owner shall have recorded in the office of the county recorder that said resource has been designated a historical resource and is subject to all restrictions applicable to such resource under this

code. Failure to send any notice to owners whose address is not a matter of public record shall not invalidate any proceedings in connection with a designation and failure of an owner to record the designation shall not affect the application of any provisions of this chapter.

J. Amendment or rescission. Designation of a historic resource may be rescinded or amended in the same manner and procedure as for designation. A designation may be rescinded if the applicant presents facts clearly demonstrating to the satisfaction of the city council, upon recommendation of the historic preservation commission, that the failure to remove the resource from the register of historic resources would cause immediate and substantial hardship (pursuant to the standards in Section 17.58.80) to the owner of the resource which was not reasonably foreseeable at the time the resource was placed on the register of historic resources.

K. Notice of transfer. Owner, or their legal representatives, assignees, or heirs shall give written notice to the historic preservation commission of the sale or transfer of ownership of any designated historic resource within ten days of the sale or transfer.

(Ord. No. 1593, § 3, 10-24-23)

17.58.60 - Certificate of appropriateness for demolition, substantial alternation, or removal.

A. Certificate of appropriateness required. Except as provided in Sections 17.58.80 or 17.58.90, it is unlawful for any person to demolish, remove, substantially alter, or engage in any work on a historic resource without first notifying the community development department of the resource's status as a registered historic resource and without first having applied and been granted a certificate of appropriateness from the city council, upon recommendation of the historic preservation committee for such work pursuant to the provisions of this chapter.

B. Applications. An owner of a historic resource may request a certificate of appropriateness by filing a written application with the community development department on a form provided by the department and including all required information and payment of applicable fees. The community development director shall refer the application to the commission for review.

C. Public hearing. The historic preservation commission shall hold a public hearing on an application for a certificate of appropriateness within sixty days of receipt of referral from the community development department. Any interested person or persons shall be allowed to appear in person or by petition at the hearing on the matter. The time limits in this section shall be extended by the community development director when necessary to comply with the provisions of the California Environmental Quality Act (CEQA), with the written consent of the owner, or to allow city staff an additional period of time not exceeding thirty days in which to analyze information submitted to the city at or near the end of the sixty day period in which to act on the application. A public hearing shall be scheduled and notice provided per this article and CEQA where applicable.

D.

Notice of hearing. Notice of the date, place, time, and purpose of the public hearing shall be given by first class mail to applicants, owners, and occupants of the resource and to property owners within three hundred feet of the resource at least ten days prior to the date of the public hearing and shall be advertised once in a daily newspaper of general circulation at least ten days before the public hearing. Notice may also be given in any other manner deemed desirable and practicable.

E. Commission recommendation. After close of the public hearing, the historic preservation commission shall make a recommendation in writing to the city council regarding the approval, modification, or rejection of the proposed demolition, removal, or substantial alteration of the historic resource pursuant to the standards in Subsection G of this section.

F. City council review. The historic preservation commission shall notify the city clerk of the commission's recommendations, who shall set the matter for public hearing at a city council meeting. Notice of the public hearing before the city council shall be provided in the same manner as Subsection D of this section. Upon review of the commission's recommendation, the city council may grant, deny, or modify the requested permit pursuant to the standard in Subsection G of this section.

G. Standards for review. Except as provided in Section 17.58.80, the historic preservation commission shall only recommend approval, and the city council shall only approve, a permit for the destruction, removal, or substantial alteration of a historic resource if the commission or the city council finds the proposed work will neither adversely affect the exterior architectural features of the resource nor adversely affect the character or historical, architectural, or aesthetic interest, character defining elements, or value of the resource. In evaluating applications for demolition, removal, or substantial alteration of a historic resource, the commission and the city council shall consider the following:

1. Consistency with the architectural style, design, arrangement, texture, materials, color, and character defining elements of the historic resource.
2. Consistency with the U.S. Department of the Interior National Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, as may be amended from time to time.
3. The goals and policies of this chapter.
4. The goals and policies of the general plan, any applicable specific plan, and the regulations of the city.

(Ord. No. 1593, § 3, 10-24-23)

17.58.70 - Hardship showing.

A. An owner of a historic resource may apply for a hardship permit for the demolition, removal, or substantial alteration of a historic resource that may adversely affect the exterior architectural features of the resource or adversely affect the character or historical, architectural, or aesthetic interest or value of the resource. Such application shall include facts and information clearly demonstrating a substantial hardship pursuant to Subsection C of this Section and that such substantial hardship was not reasonably foreseeable.

B. City Council may approve a hardship permit if, upon recommendation of the historic preservation committee, the city council finds:

1. The failure to receive the permit would cause immediate and substantial hardship to the owner of the resource.
2. That immediate and substantial hardship was not reasonably foreseeable at the time the resource was placed on the register of historic resources.

C. For the purposes of this chapter, an immediate and substantial hardship exists when the preservation of the integrity of the historic resource:

1. Is infeasible from a technical, mechanical, or structural standpoint, and/or
2. Would leave the resource with no reasonable economic value because it would require an unreasonable expenditure considering current market value, permitted uses of the resource, the value of transferable development rights and the cost of compliance with applicable local, state, and federal codes.

D. The historic preservation commission and the city council may request the applicant provide material evidence supporting the claim of immediate and substantial hardship.

(Ord. No. 1593, § 3, 10-24-23)

17.58.80 - Exemptions.

A. The following do not require review a certificate of appropriateness:

1. Ordinary maintenance and repair.
2. Demolition, removal, repair, alteration, or other work the community development director determines is immediately necessary to protect the public health and safety and general welfare. The director shall notify the historic preservation commission in writing within five days of issuing any emergency approval.
3. Alterations to the interior of any structure, including designated structures.
4. Landscaping, unless landscaping is specifically designated as part of a historical resource.
5. Painting of a building.
6.

Demolition, removal, or substantial alteration of a noncommercial property owned by a religiously affiliated association or corporation not organized for profit provided the criteria in Government Code Section 37361(c) are met, including objection by the religiously affiliated association or corporation and demonstration of a substantial hardship.

B. From time to time the Commission and City Council may add specific guidelines or manuals for reference by Staff and Resource owners.

(Ord. No. 1593, § 3, 10-24-23)

17.58.90 - Enforcement.

A. For any action or development covered by this chapter that is undertaken without the issuance of a permit or that is not in full compliance with the terms and conditions of a permit issued pursuant to this chapter, the building official shall order the action stopped by written notice.

B. It shall be a misdemeanor for any person to carry out any work in violation of such a stop work order or in violation of this chapter.

C. In addition to other penalties, if a registered historic resource is demolished without a permit required by this chapter, no building permit shall be issued for any use of the site for five years.

(Ord. No. 1593, § 3, 10-24-23)

2.46.10 - Declaration of existence.

The city recognizes and establishes the historic preservation commission, which shall serve in an advisory capacity to the city council and make recommendations and determinations relating to the designation, preservation, protection, enhancement, and perpetuation of the city's historical properties.

(Ord. No. 1593, § 2, 10-24-23)

2.46.20 - Membership; term and vacancies.

A. Commission. The historic preservation commission shall consist of five members at large.

B. Appointment and removal. After receiving applications from those interested, along with their credentials, the mayor shall appoint the members of the historic preservation commission subject to the city council's approval and confirmation of each appointment to one of five numbered positions: Position 1, Position 2, Position 3, Position 4, and Position 5. Members shall serve at the pleasure of the city council and may be removed at any time by a majority vote of a quorum of the city council.

C. Member qualifications. Members of the historic preservation commission shall:

1. Have a demonstrated interest, competence, or knowledge in historic preservation and the local history, and pre-history, of the City of Banning. Members who meet the Secretary of Interior's Historic Preservation Professional Qualifications Standards are preferred.
2. Reside within the corporate limits of the city.
3. Serve without compensation.
4. Not be a member of any other standing commission, board, or committee of the city nor an employee thereof.

D. Term.

1. Members shall serve a term of four years, which shall be staggered every two years concurrent with city elections. In order to stagger the terms of the commission, the initial terms for commission member Position 1 and Position 2 shall be for two years, and all subsequent terms of Positions 1 and 2 shall be for four years. The initial terms and all subsequent terms for commission member Position 3, Position 4, and Position 5 shall be for four years.
2. Members shall remain a member until a successor is appointed.

E.

Absences. Any member who is unexcused for two consecutive regular meetings or six meetings within a 12-month period, whether the six meetings are excused or not, will be deemed to have resigned their position and the city council may appoint a new member in the same manner as the initial appointment under subsection B of this section to serve the remaining term of the resigned member.

(Ord. No. 1593, § 2, 10-24-23)

2.46.30 - Organization.

A. Officers. The commission shall, at the first regularly scheduled meeting of each calendar year, annually elect a chairperson for the term of one year, and such other officers as the commission may deem advisable.

B. Meeting times and places. The city council shall designate the time and place for the inaugural meeting of the commission. Thereafter, the commission shall designate the time and place for its meetings. Meeting places and times shall be noticed in accordance with the Ralph M. Brown Act and the commission shall have regular meeting dates.

C. Commission rules. The commission shall adopt such rules and regulations for its own organization as are necessary to carry out its duties and function. The commission shall keep records of all its actions and proceedings.

D. Public meetings. As the commission is created and appointed by the city council, members of the commission and all proceedings of the commission be subject to the Ralph M. Brown Act.

E. Staff Support. City community development staff and the city attorney's office will provide support to the commission.

(Ord. No. 1593, § 2, 10-24-23)

2.46.40 - Duties.

The commission shall have the following duties:

A. Conduct or cause to be conducted a comprehensive survey to identify potential historic resources.

B. Promote public interest in and understanding of historical resources and the preservation thereof.

C. Consult with and advise public officials and agencies; civic, educational, professional and other organizations; and citizens generally, in relation to the preservation of historical resources.

D. Consider all inquiries and requests for the preservation or cataloging of historic resources located within the city limits.

E. Compile and maintain the inventory of identified resources.

F. Compile and maintain a current register of historic resources.

G. Consider requests by property owners for nontechnical advice on proposed work on historic resources.

H. Make recommendations to city council on whether resources should be designated as historic resources.

I. Make recommendations to city council on whether to grant, condition, or deny certificates of appropriateness and hardship permits for the demolition, removal, or substantial alternation of any historic resource.

J. Develop and recommend to the city council standards, including design guidelines, to be used by the commission and the city council in reviewing applications for designation and permits for the demolition, removal, or substantial alternation of any historic resource.

K. Perform such other duties as are specified by ordinance of the city council.

(Ord. No. 1593, § 2, 10-24-23)

2.46.50 - Terminology.

All terms defined in section 17.58.30 shall have the same meaning herein.

(Ord. No. 1593, § 2, 10-24-23)

APPLICATION TO SERVE ON HISTORIC PRESERVATION COMMISSION

This application is to fill five new positions on the Historic Preservation Commission. The term of office will be based on the position. Members appointed to positions 1 and 2 shall serve through January 31, 2027. The remaining three positions will serve through January 31, 2029. In accordance with Banning's City Council Resolution 2012-67, if selected you will be required to submit to a criminal background investigation, including LiveScan fingerprinting prior to your formal appointment. **Applications are due to the City Clerk's Office no later than Friday, February 28, 2025 at 5:00 p.m.**

Name: Gabrielle Campbell

Phone: (951) 634-2066

Email Address: stagecoachparade@gmail.com

Address: 1166 Linda Vista Drive, Banning, CA 92220

Are you currently employed? [X] Yes [ ] No

Position: Maintenance, Operations, & Transportation Secretary Company: Banning Unified School District

Length of Residency in Banning: 53 years

Are you a registered voter? [X] Yes [ ] No

Do you meet the Secretary of Interior's Historic Preservation Professional Qualifications Standards? [ ] Yes [X] No

1. Per the Municipal Code, members of the commission shall "have a demonstrated interest, competence, or knowledge in historic preservation and the local history, and pre-history, of the City of Banning." Please tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to these requirements.

I have a deep love for history and my community. Having lived in Banning my entire life, I have always been fascinated by the stories and individuals who have shaped our city.

I have been employed with the Banning Unified School District for the past four years, a workplace rich in local history. Prior to that, I owned and operated a construction management company in Yucaipa for over 20 years, gaining valuable experience in project coordination and leadership.

In addition, I served as a board member of the Banning Stagecoach Days Association from 2014 to 2021, holding roles as both secretary and vice chair. During this time, I was responsible for organizing the annual Stagecoach Parade, ensuring the celebration of our local heritage continued successfully each year.

Currently, I am actively involved in community organizations that focus on local history and service, including:

•San Gorgonio Pass Rotary Association (Member)
•Banning Library District (Board Member)

These roles allow me to study and engage with the history of our area while contributing to the preservation of its stories and artifacts.

2. What unique skills and traits would you bring to the commission?

My passion for historical storytelling and preservation makes me eager to contribute to the HP Commission. I understand the importance of research, conservation, and sharing historical narratives with the community. Additionally, I understand the complexities of handling historical documents, artifacts, and artwork, ensuring they are preserved and appreciated for future generations.

I enjoy focusing on how the past has shaped the present and believe in celebrating the people, places, and ideas that have built our community. This interest drives my desire to educate and engage others in learning about our shared history. I would be honored to be part of a team dedicated to preserving and promoting Banning's rich heritage.

3. Why are you interested in serving on the Historic Preservation Commission? What do you hope to achieve during your term of service?

My understanding of research, historical preservation, and community engagement are key traits that make me a strong candidate for this commission. I have experience handling and preserving historical artifacts and documents ensuring their continued protection and accessibility.

Additionally, my background in organizing large-scale community events, such as the Stagecoach Parade, has given me experience in coordinating efforts to celebrate and promote local history. Through my work in various community organizations, I have developed strong leadership, communication, and project management skills, which I believe will be beneficial to the commission's mission.

I am really excited for this opportunity!

Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: February 28, 2025
5:00 p.m.

Or email to: cityclerks@banningca.gov

Remember to sign your application.



2/28/25

Signature Date

APPLICATION TO SERVE ON HISTORIC PRESERVATION COMMISSION

This application is to fill five new positions on the Historic Preservation Commission. The term of office will be based on the position. Members appointed to positions 1 and 2 shall serve through January 31, 2027. The remaining three positions will serve through January 31, 2029. In accordance with Banning's City Council Resolution 2012-67, if selected you will be required to submit to a criminal background investigation, including LiveScan fingerprinting prior to your formal appointment. **Applications are due to the City Clerk's Office no later than Friday, February 28, 2025 at 5:00 p.m.**

Name Trina Fudala

Phone 951-392-5634

Email Address Iamhokte@hotmail.com

Address 3800 W. Wilson #33 Banning CA 92220

Are you currently employed? ☒ Yes ☐ No

Position Office Support + Administrative Coordinator Company Real Estate Masters Group Indigenous Group

Length of Residency in Banning 60 years

Are you a registered voter? ☒ Yes ☐ No

Do you meet the Secretary of Interior's Historic Preservation Professional Qualifications Standards? ☐ Yes ☒ No

1. Per the Municipal Code, members of the commission shall "have a demonstrated interest, competence, or knowledge in historic preservation and the local history, and pre-history, of the City of Banning." Please tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to these requirements.

Growing up in Banning as did both of my parents, I have always enjoyed learning about the past history of little city. My Grandfather was a one armed plumber and many in town. My Father retired out of The City of Banning as a detective. My grandmother was a cook most of her life. She cooked for S & H which was the name of the restaurant's name beofore it became Robert's and then Wings Garden. She left S & H to be the cook at the The Banning Hotel. As children we would spend out summers there delivering food to the seniors who were bedridden. I was always the one who enjoyed their stories. My mother waitressed and managed most of her life and different local restaurant's. As a child, I enjoyed all of the Stagecoach activities, even through high school. The Library was a great place to hang out because I enjoyed reading and learning.

2. What unique skills and traits would you bring to the commission?

I love learning about history. I am a Muscogee Creek Native American who grew up in Banning. We have so much local history, and it comes from so many different cultures. I believe that I am good at listening, multi-tasking and looking a sudjects and history from many sides. I have served as a Corporate Secretary on the Board of Directors at Silent Valley Club, Inc. In this position, I was able to learn many different stories about that area, which is in Banning.

3. Why are you interested in serving on the Historic Preservation Commission? What do you hope to achieve during your term of service?

I believe that as I have gotten older, there is so much more I can do for our city. Only recently have I started becoming more involved with city politics and getting to know to different candidates. I am open minded, beleive that history should be preserved for our future generations. Serving on this commision would give me the opportunity to give back to a city that I love.

Please return to: City of Banning
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PO Box 998
Banning, CA 92220

Return by: February 28, 2025
5:00 p.m.

Or email to: cityclerks@banningca.gov

Remember to sign your application.

Irina D. Yudala — Signature

1/15/2025 — Date

APPLICATION TO SERVE ON HISTORIC PRESERVATION COMMISSION

This application is to fill five new positions on the Historic Preservation Commission. The term of office will be based on the position. Members appointed to positions 1 and 2 shall serve through January 31, 2027. The remaining three positions will serve through January 31, 2029. In accordance with Banning's City Council Resolution 2012-67, if selected you will be required to submit to a criminal background investigation, including LiveScan fingerprinting prior to your formal appointment. **Applications are due to the City Clerk's Office no later than Friday, February 28, 2025 at 5:00 p.m.**

Name William Lamb

Phone [909]969-8742

Email Address oldwest.wildbill@verizon.net

Address 931 April Ln., Banning, Ca., 92220

Are you currently employed? ☐ Yes ☒ No

Position Retired Company N/A

Length of Residency in Banning 35 Years

Are you a registered voter? ☒ Yes ☐ No

Do you meet the Secretary of Interior's Historic Preservation Professional Qualifications Standards? ☒ Yes ☐ No

1. Per the Municipal Code, members of the commission shall "have a demonstrated interest, competence, or knowledge in historic preservation and the local history, and pre-history, of the City of Banning." Please tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to these requirements.

Graduated Westminster High School in Calif. 1967 - Received Associate Arts Degree at Golden West College in Huntington Beach, Ca., 1969 - Worked in the same capacity as a Transmiision Pipeline Surveilance operator for two companies - Atlantic Richfield Corp. 16 years, then transfering to Questar Corp. of Utah for another 16 years. Retired 2015. Started civic involment as a teenager joining the Boy Scouts of America in 1961, attained Eagle scout honor 1966, served in numerous leadership roles and volunteered at Lost Valley Scout Reservation as a staff member for 5 summers. Volunteered here in Banning on the Stagecoach Days Committee for 10 years, chairman for 2 years. I am currently volunteering on the Gilman Ranch Hands for 14 years, President for the last 9 years. Our organiztion helps preserve the historic Gilman Ranch. We also work closely with Banning Parks & Rec. Dept. on joint events the last 6 years.

2. What unique skills and traits would you bring to the commission?

My current position on the Gilman Ranch Hands has been extremely rewarding working closely with fellow members preserving the history of the pioneering Gilman family here in Banning. The victorian house on the grounds we take pride in keeping it maintained & perserving artifacts from the James Marshall Gilman family. Also the wagon museum has over 20 plus historic wagons inside we work deligently to preserve their integrity. We recently bought a reproduction Concord Stagecoach in 2018 to use a promotional tool not only for the Gilman Ranch but to also help promote the City of Banning as "STAGECOACH TOWN USA". I have been volunteering as a 19th century reeanctor for 30 years, performing historic reeactments, living history demonstrations, and travel to historic Tombstone Ariz., to perform there as well. I belong to two non-profit reenactor organizations, the Reenactment Guild of America, serving as Associate National Director and the Tombstone Vigilantes in Ariz. I also helped start a local reenactor group in 1997, the Border Renegades, who perform regularly at Gilman Ranch and through out the Southwest.

3. Why are you interested in serving on the Historic Preservation Commission? What do you hope to achieve during your term of service?

The City of Banning has a unique history that needs to be preserved. Recent decisions have been made are eroding the towns connection to the past. I was dismayed a few years back when the Historic San Gorgonio Inn was torn down and quite honestly, could have easily been saved. A Historic Commision is needed to help eleviate situations such as that and I would like to help in that regard. I am very passionate about history and would consider it a privedge to be on a panel dedicated to that cause.

Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: February 28, 2025
5:00 p.m.

Or email to: cityclerks@banningca.gov

Remember to sign your application.

Signature

Feb. 21, 2025
Date

APPLICATION TO SERVE ON HISTORIC PRESERVATION COMMISSION

This application is to fill five new positions on the Historic Preservation Commission. The term of office will be based on the position. Members appointed to positions 1 and 2 shall serve through January 31, 2027. The remaining three positions will serve through January 31, 2029. In accordance with Banning's City Council Resolution 2012-67, if selected you will be required to submit to a criminal background investigation, including LiveScan fingerprinting prior to your formal appointment. **Applications are due to the City Clerk's Office no later than Friday, February 28, 2025 at 5:00 p.m.**

Name: **Ezikio López**

Phone: **951-692-2585**

Email Address: **EZIKIOLOPEZ@gmail.com**

Address: **581 N. 5th St. Banning, CA. 92220**

Are you currently employed? ☒ Yes ☐ No

Position: **Assistant Professor of English** Company: **Mt. San Jacinto College**

Length of Residency in Banning: **24 Years**

Are you a registered voter? ☒ Yes ☐ No

Do you meet the Secretary of Interior's Historic Preservation Professional Qualifications Standards? ☒ Yes ☐ No

1. Per the Municipal Code, members of the commission shall "have a demonstrated interest, competence, or knowledge in historic preservation and the local history, and pre-history, of the City of Banning." Please tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to these requirements.

Please see attached PDF for my typed responses.

2. What unique skills and traits would you bring to the commission?

Please see attached PDF for my typed responses.

3. Why are you interested in serving on the Historic Preservation Commission? What do you hope to achieve during your term of service?

Please see attached PDF for my typed responses.

Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: February 28, 2025
5:00 p.m.

Or email to: cityclerks@banningca.gov

Remember to sign your application.

E Lopez

Signature

2/28/25

Date

Ezikio López
2/28/25

APPLICATION TO SERVE ON HISTORIC PRESERVATION COMMISSION WRITTEN RESPONSES

1. **Per the Municipal Code, members of the commission shall "have a demonstrated interest, competence, or knowledge in historic preservation and the local history, and pre-history, of the City of Banning." Please tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to these requirements.**

I am a Mexican-American Assistant Professor of English with deep roots in our community. My educational journey began here in Banning, where I attended middle school at Susan B. Coombs Elementary SChool before circumstances led to my attending high school in Beaumont. This transition occurred when Coombs was changed to an Intermediate School, and as the child of a hardworking single mother and grandparents who worked full-time, the practical support of family friends made attending the neighboring school necessary, though I've always wished I could have remained in Banning's educational system. My academic path continued at Moreno Valley Community College before transferring to the University of California, Berkeley, where I earned my Bachelor's Degree in English. I then pursued graduate education, completing my Master of Arts degree in Rhetoric and Writing Studies, and am currently working toward my doctoral degree in Rhetoric and Cultural Composition from Syracuse University. My commitment to community service is demonstrated through extensive volunteer work with respected organizations. I've served as both a Peer Ambassador and Ambassador for the renowned Puente Project supporting high school and community college students during their summer programs. Additionally, I've been a facilitator for the well known Chicano Latino Youth Leadership Project that hosts high school students for week-long experiences designed to

encourage pursuit of higher education. During my own high school years, I volunteered with Beaumont's Rotaract club, further developing my commitment to community service. In my professional capacity, I extend my dedication to community engagement by serving as an advisor for two campus clubs, where I guide students in giving back to their communities. One of my signature teaching assignments involves students identifying community issues, researching potential solutions, and presenting actionable plans that encourage civic involvement and awareness. This approach not only educates students about research methodologies but also instills values of community responsibility and advocacy. This combination of academic training in research and documentation, personal investment in our city's wellbeing, and demonstrated commitment to community service through volunteer work provides me with a robust foundation for serving on the Historic Preservation Commission. My experience researching, documenting, and teaching others to engage with community issues directly aligns with the Commission's focus on preserving and promoting our city's rich historical legacy.

1. What unique skills and traits would you bring to the commission?

As an Assistant Professor of English at Mt. San Jacinto College, I would bring valuable research, analytical, and communication skills to the Banning Historic Preservation Committee. My academic training has equipped me with exceptional abilities to document, analyze, and preserve historical narratives—skills directly applicable to the committee's work in safeguarding our city's cultural heritage. Growing up in Banning has given me a deep personal connection to its history and development. This connection evolved into professional interest through my graduate studies, where I specialized in archival research methodologies. My dissertation work in my Composition and Cultural Rhetoric program, focuses on the multicultural and multi layered experiences of graduate teaching instructors through an autoethnographic approach. My work demonstrates my commitment to preserving diverse historical perspectives—a crucial consideration in comprehensive historic preservation. My professional work involves teaching college students research methodologies and documentary practices. I regularly guide students in documenting community histories and creating narratives that connect present communities with

their historical roots. This experience directly aligns with the committee's need for members with "demonstrated interest, competence, and knowledge in historic preservation and local history." Beyond academic qualifications, I bring exceptional organizational skills and meticulous attention to detail—traits essential for preservation work. I've demonstrated these qualities through my ongoing archival research projects and dissertation development, which require rigorous documentation standards similar to those needed in historic preservation.
I've actively documented my own family's history in our city since their arrival in 1995, preserving personal narratives that contribute to the broader preservation of our community's development. This practice reflects my understanding that preservation extends beyond buildings to include the lived experiences that shape a community's identity. I also meet the Secretary of Interior's Historic Preservation Professional Qualifications Standards that is highlighted through my academic training in research methodologies, documentary practices, and cultural analysis, which would be valuable to the committee's mission. My commitment to thoroughness, respect for historical integrity, and passion for our Banning's history and heritage would make me a strong asset to the Historic Preservation Committee.

2. Why are you interested in serving on the Historic Preservation Commission? What do you hope to achieve during your term of service?

I am deeply passionate about Banning, its growth, its histories, and the unique qualities that define it. Having grown up here, I've frequently encountered criticism from residents of neighboring communities who seemed quick to diminish our city's value. As a lifelong resident, I've consistently challenged these perceptions, advocating for people to see our community through the lens of someone who recognizes its true character and worth. My interest in serving on the Historic Preservation Commission stems from my belief that much of this criticism arises from a lack of understanding about our city's rich historical significance and cultural beauty. I hope to address this gap by documenting and creating accessible projects that both our residents and neighboring communities can engage with and learn from. During my term, I aim to develop initiatives that involve our city's youth in archival work, teaching them the importance of preserving our collective history. One specific project I envision is creating multimedia content

for the city's social media platforms—a contemporary approach that would engage diverse age groups and make our history more accessible to the public. I also hope to establish intergenerational programs that bring community elders together with young people. As one of the primary caregivers for my grandparents, I understand the value of creating spaces where seniors can gather and share their experiences. These programs would foster meaningful connections: elders would share their personal histories in our city, while youth would learn from their wisdom and be inspired to advocate for resources that support long-term community initiatives. My academic background equips me with the skills to write grant proposals to secure funding for these programs, ensuring their sustainability and impact. The dedication I've witnessed in my grandparents—particularly through their active community-building within their Iglesia Emmanuel A.D. in Banning, one of Banning's longest standing multilingual churches—inspires my commitment to give back to this beautiful city that will always be my home. Ultimately, my goal is to inspire pride in our city's identity and to encourage others to contribute to its ongoing story. By preserving and celebrating our history, we can shape a more informed and appreciative understanding of our community, both among residents and our neighboring cities.

APPLICATION TO SERVE ON HISTORIC PRESERVATION COMMISSION

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Name VINCENT ORTEGA

Phone 951-233-7505

Email Address VINNIE.ORTEGA@GMAIL.COM

Address 1321 N. 8TH ST. BANNING, CA 92220

Are you currently employed? ☒ Yes ☐ No

Position MAINTENANCE Company COUNTY OF RIVERSIDE

Length of Residency in Banning 44 YEARS

Are you a registered voter? ☒ Yes ☐ No

Do you meet the Secretary of Interior's Historic Preservation Professional Qualifications Standards? ☒ Yes ☐ No

1. Per the Municipal Code, members of the commission shall "have a demonstrated interest, competence, or knowledge in historic preservation and the local history, and pre-history, of the City of Banning." Please tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to these requirements.

MY GREAT GRANDFATHER CIRILO ORTEGA CAME TO BANNING AROUND 1910, MY GRANDFATHER MARCELLO ORTEGA WAS BORN IN BANNING IN 1922 AND LIVED HIS ENTIRE LIFE IN BANNING, TOGETHER WITH MY GRANDMOTHER MARGARET ORTEGA (ROCHA) WHO LIVED IN BANNING HER ENTIRE LIFE AS WELL. THEY LIVED IN A SMALL HOUSE AT 402 E. RAMSEY FOR OVER 60 YEARS UNTIL THEIR DEATHS. MY FATHER RAOUL ORTEGA ALONG WITH HIS 10 SIBLINGS WERE ALL BORN IN BANNING AND GRADUATED FROM BANNING HIGH SCHOOL. AS FOR MYSELF I WAS BORN IN 1981 AND HAVE LIVED IN BANNING MY ENTIRE LIFE. I ATTENDED PRECIOUS BLOOD CATHOLIC SCHOOL AND BANNING HIGH SCHOOL AND GRADUATED IN 1999. I HAVE ALSO CREATED @HISTORICBANNING ON INSTAGRAM WITH MANY FOLLOWERS.

2. What unique skills and traits would you bring to the commission?

ASIDE FROM KNOWING MANY FAMILIES AND FRIENDS WHOM HAVE BEEN IN BANNING FOR DECADES, THEY ALSO KNOW ME VERY WELL AND THE ORTEGA FAMILY. I SERVED HONORABLY IN THE UNITED STATED MARINE CORPS AND AFTER MY SERVICE RETURNED HOME TO BANNING TO RAISE MY CHILDREN. I AM A GREAT COMMUNICATOR AND HAVE GREAT KNOWLEDGE OF THE CITY, HAVING LIVED HERE FOR OVER 40 YEARS AND FAMILY WHO HAVE BEEN HERE FOR OVER 100 YEARS.

3. Why are you interested in serving on the Historic Preservation Commission? What do you hope to achieve during your term of service?

I AM VERY INTERESTED IN THE HISTORICAL PRESERVATION AND EDUCATION OF THE CITY OF BANNING, SO MUCH SO THAT A FEW YEARS AGO I CREATED @HISTORICBANNING ON INSTAGRAM WHICH FEATURES HUNDREDS OF PHOTOS AND VIDEOS OF BANNING, PROVIDING A GLIMPSE INTO WHAT THE CITY ONCE WAS, MORE THAN ANY OTHER CITY OFFICIAL RESIDENT HAS EVER DONE. ALSO INCLUDED ARE PERSONAL VIDEOS WHICH MY FATHER AND GRANDFATHER FLEMD FROM THE 1960'S WHICH FEATURE RAMSET STREET. I CAN ASSURE YOU NOBODY HAS DONE MORE TO PRESERVE THE PAST THAN ME. I HOPE TO ACHEIVE INSTILLING PRIDE IN BANNING ONCE AGAIN AND PRESERVE THE CITY MUCH LIKE REDLANDS HAS DONE. WE HAVE ALREADY SEEN HISTORIC BUILDINGS DESTROYED LIKE THE SAN GORGONIO INN AMONG OTHERS. THIS COMMISSION NEEDS ORIGINAL BANNING RESIDENTS WHOM HAVE ROOTS IN THE CITY.

Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Return by: February 28, 2025
5:00 p.m.

Or email to: cityclerks@banningca.gov

Remember to sign your application.

Signature 1-15-25
Date

APPLICATION TO SERVE ON HISTORIC PRESERVATION COMMISSION

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Name: Marco Santana

Phone: 951-333-9921

Email Address: marcosantanaam.ed@gmail.com

Address: 957 E George St, Banning, CA 92220

Are you currently employed? ☒ Yes ☐ No

Position: Program Director Company: Nonprofit

Length of Residency in Banning: 31 years

Are you a registered voter? ☒ Yes ☐ No

Do you meet the Secretary of Interior's Historic Preservation Professional Qualifications Standards? ☐ Yes ☒ No

1. Per the Municipal Code, members of the commission shall "have a demonstrated interest, competence, or knowledge in historic preservation and the local history, and pre-history, of the City of Banning." Please tell us about your background, including education, work, and volunteer experience, civic involvement, and other experience relevant to these requirements.

Born and raised in Banning, I developed a deep appreciation for the city's history and architecture. I hold a Bachelor's in Mechanical Engineering and a Master's in Education from UC Riverside. With seven years in nonprofit management, I've connected at-risk residents to housing, social services, and workforce opportunities. At Faith in Action, I secured over $350,000 in grants for community programs. I co-founded Banning's Future Fellowship, a youth-led initiative promoting leadership and civic awareness. My work includes advocating for public policy work, historic revitalization, adaptive reuse, and balanced growth to ensure preservation fosters community pride and sustainability.

2. What unique skills and traits would you bring to the commission?

I bring a strong combination of leadership, strategic planning, and community engagement skills that align well with the mission of the Historic Preservation Commission. My ability to analyze policies, secure funding for community initiatives, and build partnerships with local stakeholders will contribute to preserving and enhancing Banning's historical resources. Additionally, my background in engineering and project management allows me to approach preservation efforts with a technical and problem-solving mindset, ensuring that recommendations are both feasible and aligned with best practices in historic preservation. My deep ties to the community and understanding of Banning's cultural heritage provide valuable insight into preservation priorities that align with the city's long-term development goals.

3. Why are you interested in serving on the Historic Preservation Commission? What do you hope to achieve during your term of service?

Banning's historical and cultural landmarks are vital to the city's identity, and I am committed to ensuring they are documented, preserved, and integrated into community development. My goal is to strengthen partnerships between the commission, local historical societies, and community organizations to enhance preservation efforts while advocating for the integration of historic preservation into city planning and economic development strategies. I aim to identify and designate new historic resources, ensuring they receive proper recognition and protection. Additionally, I want to increase public engagement by leveraging technology to provide online access to historical information and virtual listening tours, making Banning's rich heritage more accessible and engaging.

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PO Box 998
Banning, CA 92220

Return by: February 28, 2025
5:00 p.m.

Or email to: cityclerks@banningca.gov

Remember to sign your application.

b2ecf781-db73-4c85-8ae4-153e3ca9a4a5

Digitally signed by b2ecf781-db73-4c85-8ae4-153e3ca9a4a5
Date: 2025.02.17 08:39:11 -08'00'

2/17/2025

Signature Date

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Banning Youth Council Appointment**

RECOMMENDATION:

Appoint Sara McDermott to the Banning Youth Council.

BACKGROUND:

The Banning Youth Council's responsibilities are governed by Chapter 2.42 of the Municipal Code (attached here in full).

The Banning Youth Council is as an advisory board to the City Council established under Chapter 2.42 of the Banning Municipal Code (BMC). The purpose of the Youth Council is to provide City youth with a vehicle to learn about government, participate in the process of city government, represent and articulate the needs of City youth, as well as advise the City Council on matters affecting the youth and teen population, especially City programs relating to youth and teens.

The Youth Council is composed of five to nine members who are appointed for two-year terms that can be extended once. The City Council appointed four members to the Youth Council at their February 27, 2024 meeting, and an additional three members at their March 26, 2024 meeting.

There are currently two vacancies on the Youth Council. There was no specific recruitment process for these vacancies since under the Code, the Youth Council consists of "five to nine members."

JUSTIFICATION:

One application was received for the Banning Youth Council and is up for consideration:

- Sara McDermott

The candidate will be interviewed in a Special Meeting - Workshop on March 11, 2025 beginning at 4:00 p.m. Staff recommend appointing Ms. McDermott to the Banning Youth Council.

FISCAL IMPACT:

N/A

ALTERNATIVES:

City Council could choose to (1) appoint the applicant to the vacant positions; (2) appoint no one and direct staff to reopen the recruitment.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Banning, CA Code of Ordinances 2.42.pdf
2. 2024 11 27_BYC App_McDermott, Sara.pdf

2.42.010 - Established—Purpose.

There is hereby established a youth council of the city. The youth council shall serve as an advisory board to the city council. The purpose of the youth council is to provide city youth with a vehicle to learn about government, participate in the process of city government, represent and articulate the needs of city youth, and advise the city council on matters affecting the youth and teen population, especially city programs relating to youth and teens.

(Ord. No. 1590, § 2, 7-11-23)

2.42.020 - Duties and responsibilities.

The youth council shall have the following duties and responsibilities:

A. The youth council shall foster increased youth involvement in the affairs of city government.

B. The youth council shall study problems and hold forums on issues, activities, and concerns of city youth.

C. The youth council shall comment on existing or proposed legislation, ordinances, resolutions, and policies that impact city youth.

D. The youth council shall present methods to resolve youth-related conflicts between youths and between youths and adults.

E. The youth council shall recommend the implementation of community programs to improve the lives of youth.

F. The youth council shall monitor programs and policies that affect youth to ensure they are achieving the intended results.

G. The youth council shall work with other youth organizations in the city to collaborate on shared issues and interests.

H. The youth council shall submit to the city council an annual report of its activities prior to the end of the school year for the Banning unified school district.

I. The youth council shall utilize social networking sites and/or technology to engage and inform city youth of important city activities.

J. The youth council shall participate in an annual workshop that will introduce the members of the youth council to the city council meeting agenda process, a mock city council meeting, and the role of city officials.

K.

At the first regular meeting following appointment of members, the youth council shall select a chairperson and vice-chairperson from among its members. The chairperson and vice-chairperson shall serve for one term.

1. The chairperson shall preside at the regular and special meetings of the youth council.
2. The chairperson shall serve as the youth council's liaison to the city council.
3. The vice-chairperson shall assume the duties of the chairperson in their absence.

L. The chairperson of the youth council shall attend the regular meetings of the city council and serve as a non-voting liaison to the city council.

(Ord. No. 1590, § 2, 7-11-23)

2.42.030 - Qualifications; composition and compensation; appointment; term; vacancies.

A. Qualifications. Members of the youth council:
   1. Shall be residents of the city;
   2. Shall be high school students in the 9 th , 10 th , 11 th , or 12 th grades; and
   3. Shall demonstrate, in their application, a sincere interest and motivation to work for the community.

B. Composition and compensation. The youth council shall consist of a minimum of five members and maximum of nine members who shall not receive compensation.

C. Appointment. The city council shall appoint members of the youth council. Applications shall be made available and the closing date announced by July 1 of each year.

D. Term. Youth council members shall serve two-year terms. Members may be appointed for a subsequent one-year term, provided that no member shall serve more than three years. Youth council members shall serve at the pleasure of the city council and may be removed at any time by a majority vote of the entire council.

E. Vacancies.
   1. Any member who is unexcused for two consecutive regular meetings of the youth council or six meetings within a twelve-month period, whether the six meetings are excused or not, will be deemed to have resigned their office and the city council shall appoint a new member to serve in the resigned youth council member's place for the remainder of their term.
   2. To be excused from any such meeting, a member shall notify the staff liaison, at least forty-eight hours prior to any such meeting. If a member is unable to attend due to illness, injury, or family matters, a statement by the member at the next regular meeting of the youth council shall constitute an excused absence.

(Ord. No. 1590, § 2, 7-11-23; Ord. No. 1601, § 2, 3-26-24)

2.42.040 - Meeting times and place; conduct of meetings; rules of procedure; staff liaison.

A. Meeting times and place. The youth council shall meet on the first Tuesday of each month, except the months of July and December, at a regular time established by resolution of the youth council, at the City Council Chambers located at 99 E. Ramsey Street.

B. Conduct of meetings.

1. The youth council shall be subject to the Brown Act.
2. A quorum of the youth council shall consist of a majority of the members (not including vacancies), whether the youth council is a five-, six-, seven-, eight-, or nine-member body at the time of a meeting. A quorum must be present in order for the youth council to hold a meeting.
3. A vote of the majority of members present constituting a quorum shall be required to constitute action taken by the youth council.

C. Rules of procedure. That certain "Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning" adopted on October 23, 2012, as may be amended from time to time (the "manual"), shall govern the conduct and procedures applicable to meetings of the youth council.

D. Staff liaison. The city manager shall designate the staff liaison to the youth council. The staff liaison to the youth council shall support the youth council in carrying out its purpose, duties, and responsibilities and provide facilities for meetings and other activities, as necessary.

(Ord. No. 1590, § 2, 7-11-23; Ord. No. 1601, §§ 3, 4, 3-26-24)

APPLICATION TO SERVE ON THE BANNING YOUTH COUNCIL

This application is to serve in one of nine positions on the new Banning Youth Council. The term of office for all positions are two years and are extendable by up to one year. The Banning Youth Council meets monthly on the **First Tuesday** of each month beginning at 5:00 p.m.

Name	Sara McDermott
Phone	480-249-4650
Email Address	saramcdermott154@gmail.com
Address	957 E George St
What High School do you currently attend?	Banning High School
What grade are you in?	11th
How long have you lived in Banning?	6 months

Are you able to commit to attend Council meetings on its regular meeting date? ☒ Yes ☐ No

Information requested below will be used by the City Council as a screening process to determine which applicants will be chosen to serve. ***Please do not submit supplemental materials.***

1. Tell us about your background including education, extracurricular activities, volunteer experience, civic involvement, and other experience relative to this appointment?

I'm a junior at Banning High School, and I moved here from Arizona this past June, but Banning already feels like home since my mom grew up here. At school, I enjoy taking on challenges, like setting a class record in AP Physics with a pasta bridge that held 33 times its weight. I'm part of the tech team for Banning's performing arts program, where I work on sound, lighting, and backstage tasks, and I'm also in the Solar Boat STEAM club, where we're building a solar-powered boat while learning about hydrodynamics, aerodynamics, and propulsion systems. These experiences have taught me teamwork, problem-solving, and the value of hands-on learning, and I hope to use these skills to contribute more to my community.

2. What unique skills and traits would you bring to the Banning Youth Council?
I love coming up with new ideas and finding creative ways to solve problems. Being on the performing arts tech team has shown me how to stay calm under pressure, think on my feet, and make sure things run smoothly behind the scenes. It's taught me that even small details can make a big difference.
Since I'm new to Banning, I bring a fresh perspective, but I also feel connected to the community because of my family's roots here and how welcoming people have been. I'm excited to bring my creativity, teamwork, and passion to the Youth Council and work with others to help make Banning a better place for everyone.

3. Why are you interested in serving on the Banning Youth Council?
I want to be more involved in Banning because it's already starting to feel like home, and I want to help make it an even better place for teens like me. Joining the Youth Council would be a chance to actually make a difference and share ideas for things that could bring people together and make the city more exciting for young people. I care about helping others and want to create spaces where everyone feels welcome, included, and like their voice matters.

4. If appointed to the Youth Council, what is a subject matter you would be interested in discussing about the City of Banning?
I'd love to focus on how the city and school district can collaborate to improve life for students and the community. For example, bringing the public electric bike share program from the city's Active Transportation Plan to life with stations at Banning High School and downtown would provide a fun, eco-friendly way to connect key areas. They could also work together to expand performing arts, STEAM opportunities, and public art projects, like murals or bike safety workshops. These partnerships would help students feel more connected and proud of their community.

In accordance with Banning's City Council Resolution 2012-67, if selected you will be required to submit to a criminal background investigation, including LiveScan fingerprinting prior to your formal appointment.

Please return to: City of Banning
City Clerk's Office
99 E. Ramsey Street
PO Box 998
Banning, CA 92220

Or email to: cityclerks@banningca.gov Remember to sign your application.

Sara McDermott 11/27/2024

Signature Date

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Approval of the Meeting Minutes for the February 14 and 25, 2025 City Council Meetings**

RECOMMENDATION:

Approve the minutes of the February 14 and 25, 2025 City Council Meetings.

BACKGROUND:

After every meeting, the City Clerk's Office prepares meeting minutes. The City Council reviews and approves these minutes either as presented or with modifications.

JUSTIFICATION:

On February 27, 2025, each of the meeting minute documents were provided to each member of City Council for their review and comments (email attached here). No edits or requested changes were received by the City Clerk's Office at the time of publishing.

FISCAL IMPACT:

None

ALTERNATIVES:

1. Approve as recommended.
2. Approve with modifications.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2025 02 27_Email to City Council.pdf
2. 2025 02 14_Minutes_Special Meeting.pdf
3. 2025 02 25_Minutes_Special Meeting - Closed Session.pdf
4. 2025 02 25_Minutes_Special Meeting - Workshop.pdf
5. 2025 02 25_Minutes_Regular Meeting.pdf

Caroline Patton

From: Caroline Patton
Sent: Thursday, February 27, 2025 2:02 PM
To: cityclerks
Cc: Robert Fisher; Laurie Sampson
Subject: 2/14 and 2/25 Meeting Minutes for Review & Comment
Attachments: 2025 02 25_Minutes_Special Meeting - Closed Session.pdf; 2025 02 25_Minutes_Special Meeting - Workshop.pdf; 2025 02 25_Minutes_Regular Meeting.pdf; 2025 02 14 _Minutes_Regular Meeting.pdf

Good afternoon City Council Members,

I have completed the first sets of summary meeting minutes and they are ready for your review. **I am sending these in advance of our agenda publishing date so that I may incorporate your comments/feedback before I bring them before you for approval.** I am looking for feedback on whether these include too much detail, not enough, etc. What are you expecting as far as summary minutes? What did I not include that you'd like to see? What can I do differently?

As always, I am available for any questions. We publish the agenda (with the draft minutes) on Thursday, so it would be best to have any comments by no later than Wednesday, March 5th.

Caroline Patton, MPA, CMC
Administrative City Clerk
City of Banning
Office. 951-922-3102
Fax. 951-922-3128
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

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The following information comprises the minutes for a regular meeting of the City Council, a joint meeting of the Banning City Council and Banning Utility Authority and a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity as the Successor Agency Board.

MINUTES **2/14/2025**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Cynthia Barrington
Mayor Sheri Flynn
Council Member Leroy Miller
Mayor Pro Tem Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Laurie Sampson, Assistant City Manager
` John Pinkney, Interim City Attorney
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Lincoln Bogard, Administrative Services Director

1. CALL TO ORDER

Mayor Flynn called the regular meeting to order at 9:02 a.m.

1.1. Roll Call

COUNCIL MEMBER	PRESENT:	ABSENT
Barrington, Cynthia	✕	
Flynn, Sheri	✕	
Miller, Leroy	✕	
Royce, Richard	✕	
Wallace, Colleen	✕	

2. PUBLIC COMMENT

- **John Hagen** suggested they hire someone not within the inner circle, such as Robert Fisher.
- **Frank Connolly** thanked the City Council for “cleaning the swamp” and working with the City of Beaumont on animal services. He said they should be cautious moving to summary minutes due to the legal risks involved. He advocated Lincoln Bogard to serve as Acting City Manager, stating he is doing a good job cleaning up the city.
- **Bill Hobbs** wished everyone a Happy Valentines Day. He got emotional, stating he liked “where we are going.” He advocated for new business but not warehouses. He said it was absolutely wrong the citizens had to litigate Banning Point.
- **Laura Leindecker** said she supported the City Manager Doug Schulze, but that she would support whatever choice they made.

3. CLOSED SESSION

3.1 **PUBLIC EMPLOYEE APPOINTMENT**
Pursuant to Government Code Section 54957
Title: Acting City Manager

4. REPORT ON CLOSED SESSION

John Pinkney, Interim City Attorney, reported that for agenda item 3.1 the Council interviewed Art Vela, Robert Fisher, Lincoln Bogard, and David Newell.

Motion to appoint Robert Fisher as Acting City Manager.

Motion by Mayor Flynn
Seconded by Council Member Barrington

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy		✕			
Royce, Richard	✕				
Wallace, Colleen		✕			

Motion approved by a vote of 3-2.

5. APPOINTMENTS

John Pinkney recused himself due to his association with the City of Beaumont.

5.1. Appoint Two by Two Committee Members to Meet with Beaumont regarding Animal Control and Animal Shelter Options

Council Member Miller commented that if he would not be placed on these important meeting bodies with the City of Beaumont he would like to be removed as the representative.

There was discussion about switching representatives. Mayor Flynn stated they would not be changing the representatives. She felt she was most knowledgeable about this issue and Council Member Barrington was very knowledgeable about animals.

Public Comments
No public comment was accepted on this item.

Motion to appoint Mayor Flynn and Council Member Barrington to the Ad Hoc Animal Control and Animal Services Committee.

Motion by Mayor Flynn
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT

Barrington, Cynthia	✕
Flynn, Sheri	✕
Miller, Leroy	✕
Royce, Richard	✕
Wallace, Colleen	✕

Motion approved by a vote of 5-0.

6. REPORT OF OFFICERS

6.1 Consideration of Resolution 2024-22, Establishing a Policy to Draft Summary Meeting Minutes, and Repealing City Council Resolution 1995-21; and Resolution 2025-23, Amending the City of Banning Manual of Procedural Guidelines to Update the Form of Meeting Minutes to Summary Minutes

Lincoln Bogard, Administrative Services Director, presented the staff report.

Public Comments

- **Frank Connolly** stated his concern was the cost. He said he wants to be sure the City is adhering to the Brown Act and the cost of having these meetings completed.
- **Kathleen Dale** commented she didn't know the difference between the two types of minutes, but the current minutes are indecipherable. She said she wanted the minutes to be complete.

Mayor Pro Tem Royce asked about the cost of providing these minutes, with the advantages of Artificial Intelligence (AI). Mr. Bogard explained that the minutes cannot be completed via AI. He stated the cost would depend on how detailed the summary minutes were.

Council Member Barrington agreed with the comments made. She said the current minutes do not include what actions were taken or what was voted on.

Mayor Flynn said this was brought to the former Council, who decided to keep action minutes. She said going back through the 1995 resolution, she believes they meant to approve summary minutes. She said she can't find anything on the website because it is a mess. She claimed the minutes had changed over time, but that they currently only list actions and you cannot get a feel for the meeting by reading the minutes.

Motion to adopt Resolution 2025-22.

Motion by Council Member Miller
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen		✕			

Motion approved by a vote of 4-1.

Motion to adopt Resolution 2025-23.

Motion by Mayor Pro Tem Royce
Seconded by Council Member Miller

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen		✕			

Motion approved by a vote of 4-1.

7. DISCUSSION ITEM(S)

7.1 Discussion of Signature Authority for Warrants Drawn on the City for Payments

Lincoln Bogard, Administrative Services Director, presented the staff report. John Pinkney, Interim City Attorney, added that the process was in Council's discretion.

Council Member Wallace asked about the rotation of mayors and having to change signers annually. Mr. Bogard responded that now that staff know the process that should not be a problem.

There was discussion about who should be the signers of city checks.

Public Comment

- **Sue Savage** commented that the city needed more financial transparency and now was the time for change. She described the warrant process as she saw it. She stated that to uphold the trust of the citizens, the signature of the City Treasurer should be on every city bank account.

Mayor Flynn asked clarifying questions of Ms. Savage. Savage stated the process needed to be updated to be "more legal" and responsive to citizens.

Council Member Miller asked Mr. Bogard to describe the current warrant process. He explained that the City Council approves every expenditure through the budgeting process throughout the year.

Mayor Flynn said she did not want to sign anything unless she knew what the was signing. Bogard repeated that the resolutions authorizing the expenditures are each approved by City Council. Mayor Flynn disagreed, stating there are many warrants that go out which are not approved by City Council.

Bogard explained that the City's policies and procedures are established to keep city operations moving and lengthening the process puts the city in legal jeopardy. There was further discussion about the proposed process changes.

Savage suggested the City Treasurer must cut the check. She said a warrant was not a check, and that the warrant and the demand were the same thing. Bogard clarified with Pinkney that state law and existing case law support the conclusion that a warrant is indeed a check. Pinkney confirmed the law does not state the treasurer has to sign the checks, but that the City Council could add the treasurer as a signer. Savage disagreed. Pinkney read the section of law in question.

Mayor Flynn confirmed the treasurer wanted the City Treasurer to sign in place of the City Clerk. Savage stated the City Treasurer and Mayor should sign the checks.

Council Member Miller suggested the same two people who start the warrant process should complete it by signing the checks. Mayor Flynn said the City Clerk was a ceremonial position with no authority, and the City Treasurer needed to be involved in the process. There was further discussion.

Mr. Pinkney clarified that the Mayor was proposing that the Mayor and City Clerk will review the warrants, but the Mayor and City Treasurer will sign the checks. She confirmed that was what she wanted.

Council Member Barrington asked a clarifying question. She pointed out the importance of a time limit on approvals, so payments are made in a timely manner.

Pinkney reiterated the process under state law. Mayor Flynn stated she would like to be the top signer and the City Treasurer, the bottom.

Mayor Flynn asked Council Member Miller if he agreed with the proposal. He said he had already stated his views, but he would respect what the Council chose to do. Mayor Flynn asked if everyone agreed on the proposal, and there was consensus.

8. ADJOURNMENT

Motion to adjourn.

Motion by Mayor Flynn
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

The meeting was adjourned at 12:12 p.m.

Minutes Prepared by:

Caroline Pate

Caroline Patton, Administrative City Clerk

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

The following information comprises the minutes for a special meeting of the City Council, a joint meeting of the Banning City Council and Banning Utility Authority and a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity as the Successor Agency Board.

MINUTES **2/25/2025**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Cynthia Barrington
Mayor Sheri Flynn
Council Member Leroy Miller
Mayor Pro Tem Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Robert Fisher, Acting City Manager
John Pinkney, Interim City Attorney
Brent Clemmer*
Michael Busch*
Robert Cutbirth*
J. Oldendorph*

*Attended via cideo conference.

1. CALL TO ORDER

Mayor Flynn called the special meeting to order at 3:00 p.m.

1.1 Roll Call

COUNCIL MEMBER	PRESENT:	ABSENT
Barrington, Cynthia	✕	
Flynn, Sheri	✕	
Miller, Leroy	✕	
Royce, Richard	✕	
Wallace, Colleen	✕	

2. PUBLIC COMMENT – *Agenda Items*

None

3. CLOSED SESSION

John Pinkney, Interim City Attorney, read the closed session citations.

The City Council left for closed session at 3:04 p.m.

3.1 **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9(d)(4)
One potential case

3.2 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION/ SIGNIFICANT EXPOSURE TO LITIGATION**
Pursuant to Government Code Section 54956.9(d)(2) and/or (3)

3.3 **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
Pursuant to Government Code Section 54957

3.4 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957
Title: Interim City Attorney

The City Council returned from closed session at 4:47 p.m.

4. ADJOURNMENT

The Special City Council meeting adjourned at 4:53 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

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MINUTES **2/25/2025**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Cynthia Barrington
Mayor Sheri Flynn
Council Member Leroy Miller
Mayor Pro Tem Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Robert Fisher, Acting City Manager
Laurie Sampson, Assistant City Manager
John Pinkney, Interim City Attorney
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Lincoln Bogard, Administrative Services Director
Jeffrey Platt, Director of Homeless Services

1. CALL TO ORDER

Mayor Flynn called the special meeting to order at 4:54 p.m.

1.1 Roll Call

COUNCIL MEMBER	PRESENT:	ABSENT
Barrington, Cynthia	✕	
Flynn, Sheri	✕	
Miller, Leroy	✕	
Royce, Richard	✕	
Wallace, Colleen	✕	

2. PUBLIC COMMENT – *Agenda Items*

- **John Hagen** commented on the staff report and said inmates should be transported back to the place they were picked up. He said the city is “rolling out the red carpet” making people not want to leave under the current program. He said this was damaging the community.
- **Sue Savage** asked what the City would be getting for an $8 million grant, stating she was not sure what the grant money would buy the City. She suggested they enact a zero-tolerance policy for the City.

- **Michele Walter** said the commenters had the wrong idea about the grant. He pointed out the recipients are vetted, and staff help to connect them with community services. She said she was okay if there were people on site.
- **Scott Drake** said he worked with Opportunity Village and was commenting in support of the program. He told a story about helping people and making a difference.
- **Wilma Sessionglover** said she did not think this was the City's problem and did not want the City to try to fix it. She said allowing the inmates to stay in the community would lower property values.
- **Daniel** commented that he was once homeless, and the City's Opportunity Village helped him get back on his feet. He said he felt they should help people as best they can and not everyone is a drug addict.
- **Doreen Reynolds** says she is worried about the youth in the community, including her 16-year-old granddaughter. She said the money wasn't worth the safety of the youth.
- **Lincoln Bogard** commented that since the grant was previously accepted by Council, the City would be blacklisted for state funding grants.
- **Amy Pippenger** was concerned that Proposition 47 had awarded 65% of grant money on mental health services and substance use disorder treatment/diversion. She reviewed a list of cities that had received funding, stating they were all big cities—unlike Banning who cannot support such a program. She asked how $7 million would help inmates in Banning. She said the residents of Banning should not help everyone.
- **Kathleen Dale** said the grant was internally inconsistent and suggested the Council get clarification from staff. She said the grant would support housing and it needs to be at a facility with 24/7 supervision. She said she did not think the program was tied to Opportunity Village or the program there.
- **Marco Santana** said the organizations are not solely based in Banning and therefore inmates may end up outside of Banning. He pointed out that providers are typically outside the government and do not stay within borders, but provide wraparound services. He summarized that people in the program will not necessarily stay in Banning, but if they choose to, we could provide them with the support they need. He said the $6.9 million could
- **Jerry** said homelessness sees no boundaries and the city should be collaborating with other cities. He pointed out providers can send inmates to any community with openings.
- **Carol Allbaugh** referred to the City's mission, stating it was our responsibility and duty to serve our constituents, even those that need a second chance. She said the City needed less drama and more collaboration. She said her organization, Faith In Action, wants to be a part of the solution.
- **Sandra Glickman** said she was a certified healthcare working with Faith in Action and shared about their life skills/job skills program. She said the City should use the grant they were awarded.
- **Juanita Diaz** said they all supported Opportunity Village, and the program has not worked. She said no one follows the rules, including the Sheriff's Department. She said money is not always spent where it should be. She said that although people doubt her, she knows this would not work. She said that Opportunity Village needed to be investigated, and the streets talk.
- **Chris Castorena** said the city cannot continue to kick the can down the road. He agrees it needs to be a regional initiative, but the City should use the money it was awarded. He spoke about the lack of opportunities in Banning and suggested that the way we treat others is a reflection of their humanity. He said if the people are able to stay here, they will economically invest here. He said he hopes the City keeps the grant funding.

- **Mark Davis** of the Salvation Army said this was about helping people. He thought the grant was a great opportunity to help people without costing the city any funds. He said the Salvation Army have been coming to Banning and feeding folks regularly, and that they will be in this community with or without funding.
- **Jeanine** commented that she is against the grant and stated Banning has been the worst. She compared the city to the City of Palm Springs and said Banning needs to improve itself.
- **Lou Gregory** said he has a son here that lives on the streets. He said if you keep turning away thinking someone else is going to do the hard work, it won't happen. He said it was a lot of money, and we should be able to mold it into some policy.
- **Mario Carlos** said he worked for the City at Opportunity Village. He reminded the audience that unhoused people are people too, and that a lot of the unhoused people they're discussing are from Banning.
- **Kelly** said she is a former resident of Banning who visits quite often. She said the community is eager to help, but she does not feel safe in Banning anymore. She said the money cannot be sent back, so the focus should be on how we fix this and move forward.
- **Edward Espinosa** said the program was only for released inmates. He said he knows from experience that those going in and out of jail always return to what they're used to doing. He says there are already things in place to support these community members.

3. WORKSHOP

3.1 Review of Agreement with the California Board of State and Community Corrections (BSCC) for the Proposition 47 Safe Neighborhoods and Schools Grant Program

Jeff Platt, Director of Homeless Services, presented the staff report. He said the grant was important to the community as a whole and described the process for vetting members of the program.

Mark Davis of the Salvation Army presented to Council. He reviewed all the programs they help to provide, emphasizing this program is about finding long-term solutions.

Mayor Flynn asked about the salaries. Davis answered, explaining they go to the individuals in the Homeless to Work program. She questioned which staff were presenting and who wrote the staff report.

Council Member Miller asked about the costs of the lease over the next three years. Bogard responded that the grant has a 5% retention, which would be released upon the successful completion of the grant.

Council Member Wallace asked about the city manager, and Bogard explained these agreements fall under the purview of the city manager.

Acting City Manager Fisher said he would respond to questions posed during public comments. He said Ms. Pippenger and Ms. Dale had good comments, noting that the grant would not fund any additional police services. He stated if the state determined the house was ineligible Banning would have to cover the full $100,000.

Council Member Wallace clarified that the house was eligible, and staff confirmed. Platt said if the city does not perform on the grant, the city would be liable, but that they have never not performed. He reviewed the history of the house in question and said no one wants the house in their neighborhood and he understands. He stated there would be a house monitor as a requirement, but that if they wanted the houses under the grant in another city, he would go to another city.

Mayor Flynn said the grant requires a minimum of a four-bedroom house with 8 people per house, and the house in question was three bedrooms and 1,200 sq. ft. She explained it would not qualify for the grant. There was further discussion about the requirements of the house under the grant.

She asked how the community-based organizations were chosen. Platt said that he chose providers with demonstrated success with these programs.

Mayor Flynn asked if Faith in Action was considered and Platt said they were not, due to their lack of experience. Flynn asked about the details of the grant. She asked if one of the providers, Step-Up, had been part of the community, because Faith in Action was part of the community but not considered.

Platt said he would not be saying anything bad about Faith in Action but that they have a difference of opinion. Flynn asked if Platt had ever had a personal relationship with any members of the provider organizations. Platt replied he had been working with the organizations for years.

Flynn asked if you must have mental and/or drug problems to qualify for this program. Platt disagreed and there was further discussion. Flynn asked if participants needed to reside in Banning to qualify, and Platt responded they did not.

Flynn asked about two meetings mentioned in the grant application. Platt stated there had not been any meetings yet because of the uncertainty around Council's intentions regarding the grant. Flynn asked again and Platt responded he had met with the candidates.

Flynn stated she felt the public was not adequately informed of the grant and therefore could not make an educated decision. Platt pointed out that Flynn had voted to accept the grant award.

Council Member Barrington noted that they were two hours late.

Motion to adjourn.

Motion by Council Member Miller
Seconded by Council Member Wallace

Council Member Wallace said the Council had already voted on this issue and the city must do something to address the homelessness problems in town.

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri		✕			

Miller, Leroy	✕	
Royce, Richard		✕
Wallace, Colleen	✕	

Motion approved by a vote of 3-2.

4. ADJOURNMENT

The Special City Council meeting was adjourned at 7:03 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

ATTACHMENTS:

Exhibit A – Agenda Item 3.1: Staff Presentation
Exhibit B – Agenda Item 3.1: Salvation Army Presentation
Exhibit C – Agenda Item 3.1: Step Up Presentation
Exhibit D – Agenda Item 3.1: Proposition 47 RFP

Exhibit A



HOMELESSNESS

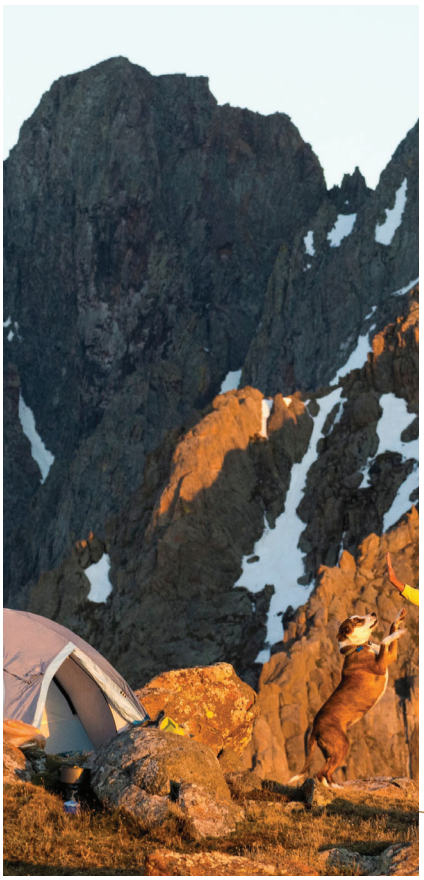
2019 PROBLEM

- No City Programs or Services
- Vacant Buildings
- Fires & Vandalism
- Large homeless population
- Impacts on local businesses & neighborhoods
- County facilities generating transients



2019 HOMELESS SUMMIT





SUMMIT OUTCOMES

- Emergency Shelter
- Model Shelter for homeless – goal for the City
- Mental Health/Behavioral Health
- Transportation to shelters/Place of residence
- Outreach Teams
- Programs to get homeless off the streets
- Showers/Laundry
- Access to restrooms/showers
- Access to food on weekends

WHAT DRIVES HOMELESSNESS IN BANNING?

Resident Homeless Population

- Mental Health/Behavioral Health Issues
- Family Members Unwilling/Unable to Provide Care

Transient Homeless Population

- Releases from Larry Smith Correctional Facility
- Riverside County Facilities
- Drop offs from other cities & counties



HOW DOES HOMELESSNESS IMPACT BANNING?

- 90% of Police Calls for Service are transient related
- Business Retention
- Business Recruitment
- Staff Time Cleaning up encampments
- Appearance of community
- Residents feel unsafe in downtown
- Residents feel unsafe in neighborhoods
- Residents feel unsafe in parks
- Fires in vacant buildings
- Wildfires started in encampments

ACTIONS TAKEN

- Encampment Reduction Fund I Grant
- Ramsey Street Shelter
- Opportunity Village
- Encampment Reduction Fund II Grant
- Housing Funds
- Adoption of Unsafe Camping Ordinance
- Creation of Community Homeless Assistance Team (CHAT)
- Creation of Homeless Liaison Officer position
- Established Wrap-Around Services Partnerships
- 200+ Individuals Served
- 150+ Individuals Housed, Re-united, Treatment/Rehabilitation, Transported

CITY OF BANNING PLAN

- Transportation to home if not a Banning Resident
- Offer Services if a Banning Resident
  - Shelter
  - Treatment
  - Housing
- If Shelter or Transportation Refused:
  - Law Enforcement Action
    - Prop 36, Unsafe Camping Ordinance, City of Grants Pass v. Johnson



Exhibit B

Homeless to Work

The Salvation Army



DOING THE MOST GOOD

2.4.25 Revised

City Programs

HOMELESS to WORK Program

BEAUMONT • BANNING • CABAZON



- Participate in life skills classes
- Participate in paid employment, five hours of work per day
- Rotating workers and pick up locations
- Maximum 90 days in program
- Must go through an application and intake process.
- Assistance on driver license, social security card, ID card, referral to other services

THE SALVATION ARMY

3695 1st Street, Riverside, CA 92501
Office: 951.784.4490
greaterriversideinfo@usw.salvationarmy.org

The Salvation Army

AN INVITATION INTO IMPACT

ADDRESSING HOMELESSNESS ONE STORY AT A TIME







THE HOMELESS TO WORK PROGRAM

Ken

Was homeless living under a tree, drinking and using. He decided he didn't want this life anymore. He is currently working two jobs and lives in a sober living home.



The goal of the program is twofold:

To clean areas of our city to make a happier healthier place for all to live.

Offer employment opportunities focused on building up lives and establishing long-term employment, housing, and sustainability for our neighbor's experiencing homelessness

THE HOMELESS TO WORK PROGRAM



"I went from homeless to homeowner."

VINCE
Homeless to Work Mentor and Supervisor

Our Stats tell a story:

- 11,260 Outreach Interactions
- 1050+ Referrals to health and addictions programs
- 357+ Through the hiring process since inception
- 218 Completed the 90-Day program since inception
- 152 Moved on to housing and employment

THE HOMELESS TO WORK PROGRAM

AN OBVIOUS IMPACT



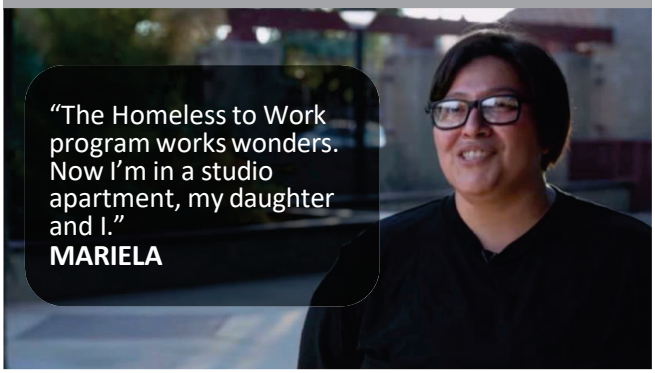
OPPORTUNITIES THAT IMPACT LIVES

60% of our individuals who completed our program moved on to stable employment and housing.

Over 44,000 lbs. of trash and debris has been collected throughout the city; making Moreno Valley a cleaner and nicer place to live.

THE HOMELESS TO WORK PROGRAM

HOW LIVES ARE **TRANSFORMED**



A PATHWAY TO POTENTIAL

Case Management and counseling is provided during the initial 90-days of employment. A participant develops meaningful Action Plans that identifies personal and professional barriers, creates solutions and motivates change.

All meaningful work and progress is made in community. It's here that an individual receives the support, strength and renewed self-worth and dignity that truly transforms lives.

THE HOMELESS ASSISTANCE PROGRAM

Seeing people go from struggling to having their needs met and life moving forward is one of the best jobs in the world.



Michael Archie
Homeless Assistance Program Coordinator

Our Strategies offer strength:

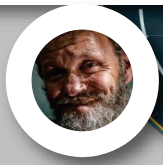
- 50 to 60 interactions per week
- Serves as a conduit between the individual and services
- Coordinates as a taskforce:
  (Code Enforcement, PD, City, County of Riverside, Outreach Worker)
- Average of 1 to 2 people exit homelessness every week

A PATHWAY TO HOPE AND HEALING

GATEWAYS



"I come to The Salvation Army because it is a safe place to get help and I trust my friends there."
Michelle Leon



- FOOD ASSISTANCE
- EMERGENCY SHELTER
- HOMELESS OUTREACH TEAM
- HOMELESS SHOWERS

GROWTH POINTS

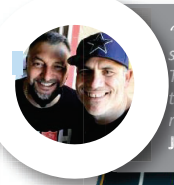




"I had been homeless for 30 years when I came to the Riverside Corps looking for a safe place, but I found purpose and a family. I'm now a homeowner and mentor homeless men like myself.
Vince Fredborg

- REHABILITATION CENTERS
- CASE MANAGEMENT
- **HOMELESS TO WORK PROGRAM**
- COMMUNITY SUPPORT GROUPS

GIVE BACK



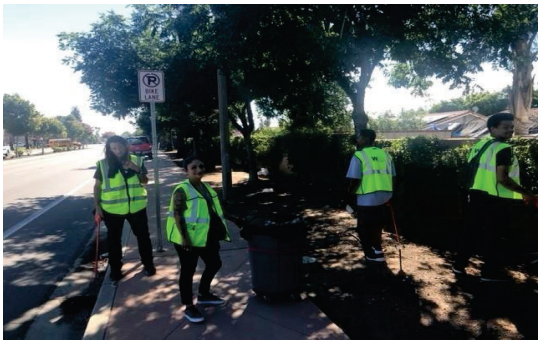
"I came to The Salvation Army for a shower. I was homeless and broke. Today I have a career, a family and I train others in financial management."
Jeff McDaniel



- PURPOSE TEAMS
- COMMUNITY INTEGRATION
- HOUSING
- STABILITY AND LONG-TERM SUPPORT

ADDRESSING HOMELESSNESS WITH CREATIVE **SOLUTIONS**

TRANSFORMING LIVES **TOGETHER**



OUR GOAL

Transforming lives one story at a time.

LASTING CHANGE

Through our strategy and strength of partnerships we aim to create lasting change in addressing the issues of homelessness in Moreno Valley.

We help with the following:

Addressing Individuals Who Need Services

Mental Health & Health related challenges

Mock Interviews	**Chemical Dependency**
Life Skills	**Resume Building**
ID's & Social Security Cards	**GED**
Financial Literacy	**Interview clothes**
Court related issues	**Shelter Assistance**
Employment	**Family Reunification**

THE SALVATION ARMY DOING THE MOST GOOD

We help with the following:

Homeless to Work Employment Roles

Maintenance	**Answering Phones**
Stocking	**Front Desk**
Cashier	**Inventory**
Food Pick up	**Landscaping**
Dishwasher	**Food Pantry**
Data Entry	**Truck Driver**
Forklift Driver	**Restruant Server and Busser**

THE SALVATION ARMY DOING THE MOST GOOD

Business Partners who employ our Clients

- RTA
- Party Rental CA
- Baker's
- Solaris Paper
- Zorba's Restaurant
- US Elections Assistance Commission
- Deckers
- Amazon
- LaQuinta Inn & Suite
- Food Lab of Riverside
- Stater Bros
- City of Riverside
- Old Town Spaghetti Factory
- Nordstrom Warehouse
- Chevrolet
- Salvation Army IT Department
- Iherb
- Path of Life Ministries

Homeless To Work Video:

https://fb.watch/vfZjfiBZ0w/

THE SALVATION ARMY DOING THE MOST GOOD

Exhibit C



STEP UP

Step Up on Second

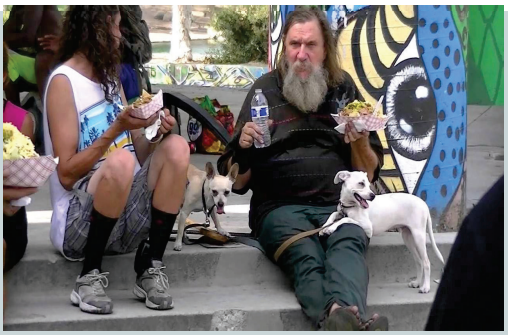
- Our Mission - Step Up delivers compassionate support to people experiencing serious mental health conditions and persons who are experiencing chronic homelessness to help them recover, stabilize, and integrate into the community

- CORE VALUES – Hope, Wellness, Voice and Choice Respect, and Collaborative Relationships

STEP UP
CELEBRATING 40 YEARS

Inland Empire Homelessness

- Homelessness is rising across the Inland Empire
- The IE has a population of approximately 4.7 million
- Approximately 658,445 (13.93%) are on the brink of homelessness.
- There are over 6,000 homeless persons living on the streets, river-bottom, under bridges, and emergency shelters.





Step Up - Inland Empire (Solutions)

- **Capacity**
  - Permanent Supportive Housing- 890 members
    - PSH-153
    - HA & FSP - 561
    - Homekey - 176
  - Physical Health
    - ECM - 119 members
    - CS - 594 members
  - Mental Health Services (FSP)
  - Outreach - San Bernardino/Riverside Counties



Types of Services

Step Up assist with:

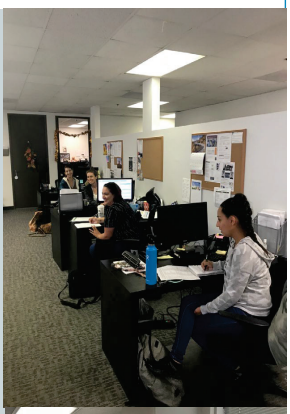
- Housing Navigation/Retention/Landlord Mediation
- Daily Life Skills Support and Reintegration Services
- Medication Management
- Chronic Disease Management
- Money Management/Payee Services
- Employment Assistance
- Mental Health Services
- Transportation
- Access to Mainstream Benefits
- Case Management
- Family Reunification





Access Services

- PSH/FSP-HA - Call 211 get placed on prioritization list. Referral based only programs
- Street Outreach – 211 referrals and our Outreach line - 909-361-2104
- ECM - Call SUOS - 909-963-5355
- Community Supports - Call 909-963-5355





Success Stories



Step Up On Second Program Manager Alberto Rivera
Mobile# 909-601-1166 Email: Arivera@Stepup.org

Exhibit D



Proposition 47 Grant Program: Safe Neighborhoods and Schools Act

Cohort 4 Request for Proposals (RFP)

Grant Purpose: Mental Health Services, Substance Use Disorder Treatment, and Diversion Programs for People in the Criminal Justice System.

Grant Period: October 1, 2024 to June 30, 2028

Eligible Applicants: Public Agencies as Lead, in Partnership with Community-Based Organizations

RFP Released: April 12, 2024
Notice of Intent to Apply Due: May 10, 2024

Proposals Due: June 10, 2024

BOARD OF STATE & COMMUNITY CORRECTIONS
2590 VENTURE OAKS WAY, SUITE 200
SACRAMENTO CA 95833
WWW.BSCC.CA.GOV

BSCC CALIFORNIA

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CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Proposition 47 Cohort 4 Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

PART I: BACKGROUND AND GRANT INFORMATION

Background

Proposition 47 was a voter-approved initiative on the November 4, 2014 general election ballot. As stated in the ballot measure:

> The people enact the Safe Neighborhoods and Schools Act to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for nonserious, nonviolent crime, and to invest the savings generated from this act into prevention and support programs in K–12 schools, victim services, and mental health and drug treatment (***Attachment A***).

As further stated in the proposition, the BSCC's responsibilities are to:

> Administer a grant program to public agencies aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes, such as those covered by this measure, and those who have substance abuse and mental health problems. (Gov. Code, § 7599.2, subd. (a)(3).)

Assembly Bill 1056 (Statutes of 2015, Chapter 438) added additional priorities to the grant program including housing-related assistance and community-based supportive services such as job skills training, case management and civil legal services (***Attachment B***).

Contact Information

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the Board of State and Community Corrections (BSCC) for grant funds available through the Proposition 47 Cohort 4 Grant Program.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the proposal. Any technical questions concerning the RFP, the proposal process or programmatic issues must be submitted by email to: Prop47Cohort4@bscc.ca.gov.

BSCC will create a Frequently Asked Questions page and update it periodically up to the proposal submission deadline. See the Proposition 47 website for more information.

Proposal Due Date and Submission Instructions

Proposal Due Date

The Proposition 47 Grant Program Proposal Package submission is available through an online portal submission process. Applicants must submit proposals through the BSCC Submittable portal by **5:00 P.M. (PDT) on June 10, 2024,** at which time the portal will close and no longer accept proposals.

Please allow sufficient time to begin and submit your proposal. Be advised that completing the proposal and uploading the required documents into the Submittable portal may take a significant amount of time. If the BSCC does not receive a submission by **5:00 p.m. (PDT) on June 10, 2024, the proposal will not be considered for funding. Applicants are strongly advised to submit proposals in advance of the due date and time to avoid disqualification.

Submission Instructions

READ THIS ENTIRE RFP DOCUMENT PRIOR TO INITIATING THE RFP PROCESS

This RFP Instruction Packet contains all the necessary information to successfully complete and submit the Proposition 47 Grant Program Proposal. As part of the online BSCC Submittable process, applicants will be required to download several mandatory forms that must be completed, signed, and uploaded at specific prompts within the BSCC Submittable portal prior to submission. These documents, listed below, are available for download at the BSCC Proposition 47 website:

- Proposition 47 Local Advisory Committee Membership Roster ***(Attachment E)***
- Proposition 47 Local Advisory Committee Letter(s) of Agreement ***(Attachment F)***
- Project Work Plan ***(Attachment H)***
- Budget Attachment (Project Budget Table and Budget Narrative)
- Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards ***(Appendix B)***
- Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement ***(Appendix C)***

Proposals for the Proposition 47 Grant Program **must be submitted through the BSCC Submittable Portal.** The link to the BSCC Submittable Application portal, Proposition 47 Grant Program Application Instruction Packet, and all required attachments are available on the BSCC Proposition 47 website.

The Proposition 47 Grant Program RFP is accessible by clicking the "Click here to Submit; Powered by Submittable" button located on the BSCC Proposition 47 website. You will be prompted to create a free Submittable account and log-in (or sign into an existing account) prior to accessing the online RFP. Once the account has been established, applicants may proceed with the submission process. Additional RFP instructions are provided within the online BSCC Submittable Portal.

Note: **You must click the "Save Draft" button at the end of the proposal page to save any updates and/or changes you have made to your proposal prior to applying, each time you log in to your proposal. In addition, most of the fields within the RFP require information

to be entered; therefore, the system will not allow proposal submission if all mandatory fields are not completed.

If the BSCC does not receive a submission by the deadline, the proposal will not be considered for funding. Applicants are strongly advised to submit proposals well in advance of the due date and time to avoid disqualification.

Once you have successfully submitted your application and all required attachments, you will receive an email acknowledging your application has been received.

If you experience technical difficulties with submitting your proposal through the Submittable portal, you should submit a Help Ticket through Submittable, as the BSCC does not control that site. Please also email the BSCC at Prop47Cohort4@bscc.ca.gov and/or call the BSCC main line at (916) 445-5073 and ask to speak to someone about the Proposition 47 Grant.

Be advised that applicants contacting Submittable and/or the BSCC on the due date may not receive timely responses.

Please allow sufficient time for Submittable and/or BSCC staff to provide technical assistance.

Prospective Applicant Information Session

Prospective applicants are invited – but not required – to attend a virtual Grant Information Session. The purpose of this session is to provide clarity on RFP instructions and answer technical questions from prospective applicants. BSCC staff will review proposal submission instructions, funding information, eligible grant activities, and the rating process. Details for the virtual Grant Information Session are listed below:

Proposition 47 Cohort 4
***Virtual* Grant Information Session for Prospective Applicants**
Tuesday, April 30, 2024 at 10:00 A.M.

Public access options for this meeting include:

Join by Zoom:

https://us02web.zoom.us/j/87362215592
Meeting ID: 873 6221 5592

Call In:

646-931-3860
Meeting ID: 873 6221 5592

Applicants interested in attending the Grant Information Session are asked to submit an RSVP to Prop47Cohort4@bscc.ca.gov. Please include the name, title, and agency the attendee(s) will be representing. Please note: The Proposition 47 Grant Information Session will be recorded and posted to the BSCC Proposition 47 website for future reference.

Letter of Intent to Apply

Prospective applicants are asked, but not required, to submit a non-binding letter indicating their intent to apply. These letters will aid the BSCC in planning for the proposal review process. Please submit the letter as a Microsoft Word or PDF file.

There is no formal template for the Letter of Intent, but it should include the following information:

- name of the applicant entity;
- name and title of a contact person from the applicant entity that can be posted and shared with interested members of the public; and
- a brief statement indicating the applicant's intent to submit a proposal.

Failure to submit a Letter of Intent is not grounds for disqualification. Prospective applicants who submit a Letter of Intent and decide later not to apply will not be penalized.

Please email your non-binding Letter of Intent by **May 10, 2024**. Please identify the email subject line as "Proposition 47 Cohort 4 Letter of Intent to Apply" and submit the letter to: Prop47Cohort4@bscc.ca.gov.

Proposition 47 Executive Steering Committee & Scoring Panel

The BSCC uses Executive Steering Committees (ESC) and Scoring Panels to inform decision-making related to the Board's programs. ESCs and Scoring Panels are composed of subject matter experts, community partners, and interested parties representing both the public and private sectors. The BSCC makes every attempt to include a diverse representation on its ESCs and Scoring panels, in breadth of experience, geography and demographics.

In November 2021, BSCC convened an ESC that performed a comprehensive evaluation of grant requirements and subsequently developed recommendations for the Proposition 47 Cohort 3 RFP. In February 2022, BSCC released the Cohort 3 RFP to the public.

To increase the BSCC's understanding of the needs of its stakeholders in relation to appropriate uses for Proposition 47 grant funds, BSCC conducted a statewide survey in November 2023. The results of the survey indicated that the RFP previously developed by the Proposition 47 ESC still aligns with the needs and priorities of California's communities, but that there is a greater need for residential treatment options. Therefore, this RFP contains increased funding thresholds to meet those needs.

The BSCC will use a Scoring Panel process to complete the reading and rating of the Proposition 47 Cohort 4 proposals and to develop funding recommendations for the Board. The Board may approve, reject, or revise those recommendations.

Members of the Scoring Panel are not paid for their time but are reimbursed for travel expenses incurred to attend meetings. If the BSCC is unable to convene a full Scoring Panel, BSCC staff may participate in the rating process.

Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the Scoring Panel from receiving funds from the Proposition 47 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Scoring Panel membership roster and ensuring that no grant dollars are passed through to any entity represented by any member of the Scoring Panel. Please check the BSCC Proposition 47 website for updated information on the Scoring Panel.

Guiding Principles for the Proposition 47 Grant

In developing the original Proposition 47 RFP, the ESC agreed on the guiding principles listed below, which reflect the priorities and values of the Proposition 47 Grant Program. They are woven throughout the RFP and incorporated into the rating criteria. Applicants should develop proposals that reflect these principles.

GUIDING PRINCIPLES FOR BSCC's PROPOSITION 47 GRANT

- Incorporate community partnerships and collaborations.
- Encourage culturally competent services and approaches that foster the principles of restorative justice.
- Define target populations, especially those populations that are:
  - traditionally underserved or inappropriately served through mental health and substance use disorder service providers, or
  - overrepresented within the criminal justice system, or
  - experiencing or at risk for homelessness
- Expand access to culturally congruent quality mental health and substance use disorder services, including services for co-occurring mental health and substance use disorder needs and the use of evidence-based or community defined practices.
- Identify and address known barriers to serving target populations, such as:
  - lack of jobs, housing, or employment
- Prioritize client-focused/client-centered holistic programs and approaches, including healing strategies and trauma-informed care.
- Expand and improve on efforts to divert individuals away from criminal justice involvement through increased diversion programs and improved behavioral health services or community supports.
- Include community-based organizations with diverse staffing, including those who are system-impacted individuals, or who have varying educational levels and life experiences.
- Demonstrate capacity building for service providers at every level.
- Be mindful of regional equity and geographic diversity, including smaller and rural counties.
- Collect program data and measure/evaluate outcomes and publish and share information.
- Encourage community engagement, where members of the community participate in the identifying, informing, and shaping of policies, goals, services, and solutions.

Eligibility to Apply

Eligible Applicants

Eligible applicants are **public agencies** located in the State of California. For the purposes of this RFP a public agency is defined as:

> A county, city, whether a general law city or a chartered city, or city and county, the duly constituted governing body of an Indian reservation or Rancheria, a school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, entities that are legislative bodies of a local agency pursuant to subdivision (c) or (d) of Section 54952 of the Government Code, a housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, a state agency, public district, or other political subdivision of the state, or any instrumentality thereof, which is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. (Pen. Code, § 6046.1, subd. (c).)

Current Cohort 3 Grantees Are Not Eligible to Apply

Public agencies currently receiving a Cohort 3 Proposition 47 grant (as the Lead Agency) **are not eligible to apply** for Cohort 4 funding (see ***Attachment C***).

> **Los Angeles County:** Because Los Angeles County received a $20 million award in Cohort 3, **all** county agencies within Los Angeles County are ineligible to apply for Cohort 4. Note that city public agencies and non-county public agencies within Los Angeles County are eligible to apply.

A public agency from the same city or county as a Cohort 3 grantee may still apply (with the exception of county agencies in Los Angeles County, as noted above).

Definition of Lead Agency

For the purposes of this RFP, the public agency applicant will be considered the **Lead Agency.** Lead agencies (i.e., individual agencies or departments within a city, county, or other jurisdiction) may not submit more than one proposal.

Non-lead agencies (including community-based organizations, faith-based organizations, non-governmental or governmental entities, etc.) may serve as a partner on more than one proposal, as long as they have the capacity to separately track the services provided on each proposed application.

Required Pass-Through to Community-Based Organizations

To be eligible, a Lead Agency must:

- Subcontract with one or more non-governmental, community-based organization(s) for a **minimum of 50 percent** of the total grant award to demonstrate a shared partnership rooted in community engagement and economic equity.

Note: Additional points will be awarded to applicants that pass-through 60 to 69 percent or 70 percent and higher of the total grant award (See *Preference Points* pages 24-25).

Joint Proposals

Two or more public agencies may partner to submit a joint proposal, but one must be designated as Lead Agency for contracting purposes. Joint proposals must comply with all other eligibility criteria. A public agency may apply on both an individual and a joint proposal. There is no funding or scoring incentive for joint proposals.

Funding Information

The Proposition 47 Grant is funded from savings generated from the enactment of the Safe Neighborhoods and Schools Act of 2014. Each year, the Department of Finance calculates the savings and distributes funding to the BSCC, State Department of Education, and California Victim Compensation and Government Claims Board. By law, the BSCC receives 65 percent of the state savings to administer a grant program.

Approximately **$152 million** in funding is available for the Proposition 47 Cohort 4 RFP.

This funding is contingent on:

1) The amount of funds available in the Safe Neighborhoods and Schools Fund;
2) Grantee's adherence to the Proposition 47 RFP requirements and applicable statutes; and
3) Grantee's ability to demonstrate that annual implementation goals and objectives (as listed on the Proposition 47 Project Work Plan – Attachment H) have been met.

The BSCC may select additional proposals for awards from the ranked list if the deposits into the Safe Neighborhoods and Schools Fund significantly increase the BSCC's expected allocation.

Funding Categories and Corresponding Funding Thresholds

Recognizing that different-sized jurisdictions have different capacities, resources, and needs, there are two categories within which public agency applicants will compete.

Maximum funding thresholds have been set within each category. These categories were established so that projects of a smaller scope do not compete against projects of a larger scope.

Applicants will **self-select a funding category**, depending on the size of the proposed project. See the table below:

Funding Category	Applicants in this Category may Request:	Funds Available in this Category
1) Small Scope	Up to **$2 million** for the entire grant period.	$60,800,000
2) Large Scope	More than **$2 million** and up to **$8 million** for the entire grant period.	$91,200,000
	Total Available Funds:	**$152,000,000**

Applicants are strongly encouraged to apply for only the amount of funding needed to meet their program goals within the grant period. The Scoring Panel will rate proposals based in part on the reasonableness of the proposed budget.

Note: Applicants must earn at least 65 percent of the total weighted score to be considered for funding (refer to the Proposal Rating Process on page 24).

If there are not sufficient qualified applicants to exhaust all funds in one category, those funds will be recommended for qualified applicants in the other category.

Financial Leveraging

Assembly Bill 1056 (2015) calls for the BSCC to prioritize Proposition 47 funding to public agency applicants that demonstrate how they plan to leverage other federal, state, and local funds or other social investments, such as the following:

A. The Drug Medi-Cal Treatment Program (22 Cal. Code Regs. 51341.1, 51490.1, and 51516.1).
B. The Mental Health Services Act, enacted by Proposition 63 at the November 2, 2004, general election, as amended.
C. Funds provided for in connection with the implementation of Chapter 15 of the Statutes of 2011.
D. The Community Corrections Performance Incentives Act (Stats. 2009, Ch. 608; Chapter 3 (commencing with Section 1228) of Title 8 of Part 2).
E. The tax credits established pursuant to Sections 12209, 17053.57, and 23657 of the Revenue and Taxation Code.
F. The federal Department of Housing and Urban Development funds, such as the Emergency Solutions Grant program (42 U.S.C. Sec. 11371 et seq.).
G. The federal Department of Veterans Affairs Supportive Services for Veteran Families program (38 U.S.C. Sec. 2044).
H. Social Innovation Funds established by the Corporation for National and Community Service pursuant to Section 12653k of Title 42 of the United States Code.
I. The Edward Byrne Memorial Justice Assistance Grant Program (42 U.S.C. Sec. 3750 et seq.).

Leveraged Contributions

Grantees must maintain documentation that support all leveraged contributions to the grant. Expenditures for leverage funds must be reported on the BSCC invoice as the expenditures occur. Grantees are responsible for ensuring budgeted leverage contributions are made and grantees should not reduce or waive contributions once the grant agreement is fully executed. Failure to account for or provide budgeted leverage funds may result in a commensurate reduction in BSCC grant funds or termination of the grant agreement.

Supplanting

BSCC grant funds shall be used to support new program activities and/or to augment existing funds that expand current program activities. BSCC grant funds shall not be used to replace existing funds.

Supplanting is strictly prohibited for all BSCC grants. When leveraging outside funds, public agency applicants must be careful not to supplant. Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

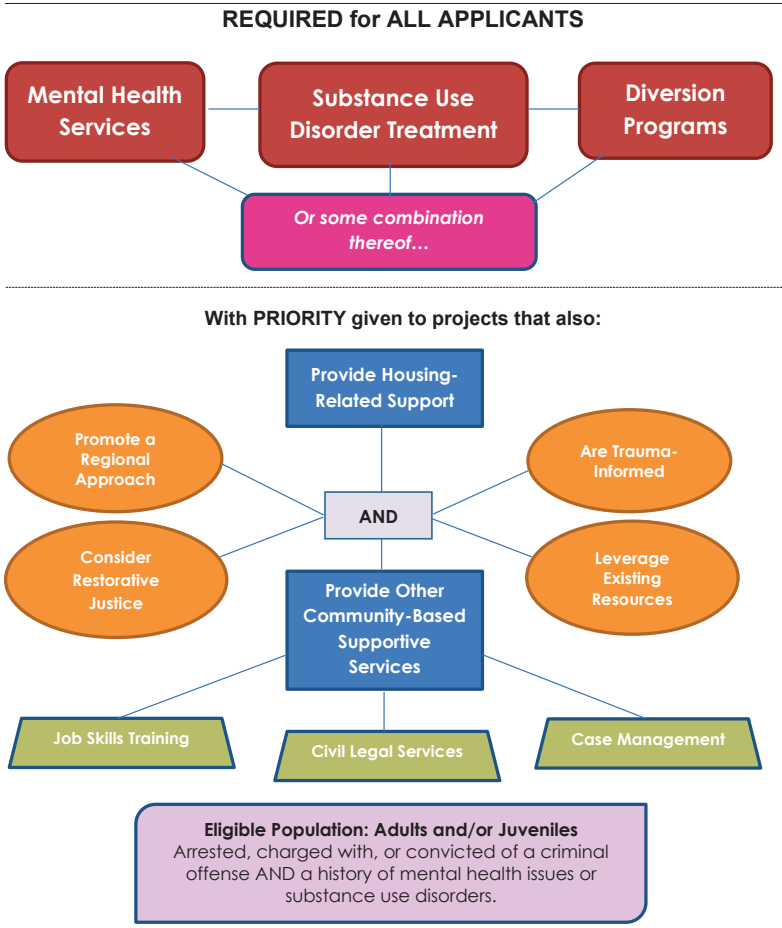
It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

Denial of Future Funding

The BSCC reserves the right to consider the denial of future funding to any project and its officers based on its failure to comply with any term or condition of a current or previous BSCC Grant Award, poor past performance in a previous BSCC Grant Award, or failure to cooperate with state auditors/monitors.

Eligible Grant Activities and Target Population

The following flowchart provides a visual representation of types of services that can be funded under the Proposition 47 Grant Program. Additional information is provided on the following pages.



As shown above, Proposition 47 grant funds must be used for mental health services, substance use disorder treatment, diversion programs, or some combination thereof for people in the criminal justice system, defined further in the Target Population section below.

In addition to these required services and programs, applicants are encouraged to provide supplemental housing-related services and other community-based supportive services, such as job skills training, case management, and civil legal services.

The grant can fund programs that serve adults and/or juveniles. Examples of substance use disorder treatment and diversion programs can be found in ***Attachment D*** for key definitions related to project evaluation.

Public agency applicants will be allowed to implement new services or programs and/or expand existing services or programs.

Ineligible Grant Expenditures

Grant funds may be used to implement new activities and programs and/or augment existing funds dedicated to a project but shall not replace or supplant funds that have been appropriated for the same purpose.

Proposition 47 grant funds may not be used for:

- the acquisition of real property, or
- programs or services provided in a custodial setting (with the exception of outreach and reentry planning)[1].

For information on eligible and ineligible costs, refer to the *BSCC Grant Administration Guide*, found on the BSCC website.

Target Population

Services and programs proposed in response to this RFP **must** be designed to serve people who have been arrested, charged with, or convicted of a criminal offense **and** have a history of mental health or substance use disorders.

For purposes of this RFP, a person has a history of mental health issues or substance use disorders if the person:

- has a mental health issue or substance use disorder that limits one or more of their life activities;
- has received services for a mental health issue or substance use disorder;
- has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both; or
- has been regarded as having a mental health issue or substance use disorder.

[1] For the purposes of this RFP, a locked facility (e.g., jail, prison, etc.) is considered a custodial setting. The intent of this RFP is to prohibit the use of grant funds for programs or services provided in a custodial setting with the exception of outreach and reentry planning.

In addition, the target population of Proposition 47 should have been convicted of less serious crimes such as those covered by Proposition 47 and have substance abuse and/or mental health problems.

If services and programs are provided to juveniles, juveniles must fall under the jurisdiction of the juvenile court pursuant to Welfare and Institutions Code section 602. Juveniles that come under the jurisdiction of the juvenile court under Welfare and Institutions Code section 601 (i.e., status offenses, truancy) should not be considered arrested for or charged with criminal offenses.

Public agency applicants are required to describe how they will ensure that this target population is the one to be served by the proposed program. This could include a description of the program's referral, engagement to services, screening, assessment, and documentation processes.

Service Delivery Approach

Applicants will be required to describe the service delivery approach, i.e., who will deliver the services and how, and why it is most appropriate for the community and target population. Key questions to consider include:

- What are the needs of your community and how does your project provide services reflective of the racially and ethnically diverse communities served?
- How does your project ensure services will be provided in locations accessible to the community?
- How does your project ensure services will be tailored to meet an individual's holistic needs, e.g., wraparound services?
- How does your project provide services in a culturally competent manner?
- How does your approach ensure that services and programs adhere to the principles of trauma-informed care?
- How does your project provide services in a collaborative manner with the community, governmental, and nongovernmental agencies?
- How does your project take steps to advance the principles of Restorative Justice and reduce recidivism in your community?
- How will this project change or improve the lives of participants?

Grant Period

Proposals selected for funding will be under contract agreement with the BSCC from **October 1, 2024 to June 30, 2028.** The term of the grant agreement includes a 3½ year service delivery period (October 1, 2024 through March 31, 2028) and an additional three (3) months (April 1, 2028 through June 30, 2028) to finalize and submit the required Local Evaluation Report and program-specific compliance audit.

A visual illustration of the grant agreement period is provided in the table below:

Implementation	Service Delivery	Service Delivery	Service Delivery	Evaluation and Close-Out
6 months	*Year 1*	*Year 2*	*Year 3*	*3 months*
October 1, 2024 - March 31, 2025	April 1, 2025 - March 31, 2026	April 1, 2026 - March 31, 2027	April 1, 2027 - March 31, 2028	April 1, 2028 - June 30, 2028
Implementation period to allow for local procurement, hiring, and other activities that can facilitate a timely start. Grantees who do not need the full implementation period can begin service delivery at any time once under contract.	Service delivery and data collection.	Service delivery and data collection.	Service delivery and data collection.	Compile and analyze data gathered from three full years of service delivery. Complete Local Evaluation Report. Complete program-specific compliance audit.

Important note: The service delivery period ends on March 31, 2028. From April 1, 2028 to June 30, 2028, only expenses associated with completion of the Local Evaluation Report and the required program-specific compliance audit may be incurred. Additional information about the invoicing process (page 21) and reporting requirements (page 16).

Proposition 47 Local Advisory Committee

To apply for Proposition 47 funding, the Lead Agency **must** develop a Proposition 47 Local Advisory Committee that includes local stakeholders who have experience and expertise in the prospective programs and/or services to be implemented by the proposal. This advisory committee will, at a minimum, advise on:

- how to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- how to identify the strategies, programs and/or services to be undertaken to address those needs;
- the development of the grant project; and

- ongoing implementation of the grant project.

The Proposition 47 Local Advisory Committee must include a broad range of stakeholders from within the communities, organizations, departments, etc., impacted by the proposal. Examples include behavioral health professionals, educators, community-based and faith-based organizations, individuals impacted by the justice system, law enforcement, probation, prosecutors, defense attorneys, courts, social service providers, advocacy groups, housing providers, housing navigators, and citizens.

Lead Agencies should consider state and local conflict of interest laws when selecting members of the Proposition 47 Local Advisory Committee. The Lead Agency is advised to check with its counsel about potential conflicts. The Lead Agency may use an existing body, but it must include individuals with the appropriate experience and expertise and address all the requirements listed in this section.

The Lead Agency must host regular community meetings to invite ongoing feedback and non-confidential updates from the Proposition 47 Local Advisory Committee and the community.

Throughout the duration of the grant, Lead Agencies must maintain documentation of:

- public outreach efforts soliciting committee membership and publicizing community meeting information;
- attendance at both committee and community meetings;
- agendas and minutes of committee and community meetings;
- examples of processes for collaboration plan; and
- partnering agencies' details of their plans for collaboration.

As a part of the application, each Lead Agency will be required to include a Membership Roster for the Proposition 47 Local Advisory Committee and a Letter of Agreement signed by all members (see ***Attachments E and F)***.

Evidence-Based, Data-Driven, and Innovative Strategies

The BSCC is committed to supporting a focus on better outcomes in the justice system and for those involved in it. Applicants are therefore encouraged to use data to drive decision-making in the development, implementation, and appraisal of their overall projects. Applicants should be able to demonstrate that their proposal is linked to the implementation of practices and strategies supported by data. In developing a proposal, applicants should focus on the following three basic principles:

1. **Is there evidence or data to suggest that the intervention or strategy is likely to work, i.e., produce a desired benefit?** *For example, was the intervention or strategy you selected used by another jurisdiction with documented positive results? Is there published research on the intervention you are choosing to implement showing its effectiveness? Is the intervention or strategy being used by another jurisdiction with a similar problem and similar target population?*

2. **Once an intervention or strategy is selected, will you be able to demonstrate that it is being carried out as intended?** *For example, does this intervention or strategy provide for a way to monitor quality control or continuous quality improvement? If this intervention or strategy was implemented in another jurisdiction, are there procedures in place to ensure that that you are following the model closely (so that you are more likely to achieve the desired outcomes)?*

3. **Is there a plan to collect evidence or data that will allow for an evaluation of whether the intervention or strategy worked?** *For example, will the intervention or strategy you selected allow for the collection of data or other evidence so that outcomes can be measured at the conclusion of the project? Do you have processes in place to identify, collect, and analyze that data/evidence?*

Public agency applicants are encouraged to develop an overall project that incorporates these principles but is tailored to fit the needs of the communities they serve. Innovation and creativity are encouraged, but projects that have not been validated must demonstrate a promising approach using existing data and research such as best practices in the field. Plans to measure the effectiveness of a project should include the use of both qualitative and quantitative research. While quantitative research is based on numbers and mathematical calculations, qualitative research is based on written or spoken narratives. The purpose of quantitative research is to explain, predict and/or control events through focused collection of numerical data, while the purpose of qualitative research is to explain and gain insight and understanding of events through intensive collection of narrative data.

Data Collection, Reporting, and Evaluation Requirements

Projects selected for funding will be required to submit the following to the BSCC:

- Quarterly Progress Reports;
- a Local Evaluation Plan (due **March 31, 2025**); and
- a Local Evaluation Report (due **June 30, 2028**).

Required Set-Aside for Evaluation Efforts

To ensure that grantees can comply with BSCC's data collection and reporting requirements in a meaningful way that benefits the applicants, their communities, and the State of California, grantees are required to budget **a minimum of 5 percent (or $50,000, whichever is greater), but not more than 10 percent**, of the total grant award for data collection and evaluation efforts. These efforts include development of the Local Evaluation Plan, completion of Quarterly Progress Reports, and completion of Local Evaluation Report.

Applicants are encouraged, but not required, to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants are encouraged to partner with institutions of higher learning universities, state universities, and community colleges. See ***Attachment D*** for key definitions related to project evaluation.

Applicants are also strongly encouraged to identify research partners early on and include them in the development of the proposal so that the goals and objectives listed in the Proposition 47 Project Work Plan are measurable.

Quarterly Progress Reports

Grant recipients are required to submit Quarterly Progress Reports (QPRs) to the BSCC. Progress reports are a critical element in BSCC's monitoring and oversight process. Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and that funds are being spent in accordance with the Grant Agreement and Proposition 47 Work Plan could be subject to the withholding of funds. Once grants are awarded, BSCC staff will work with grantees to create custom progress reports. Applicable forms and instructions will be available to grantees on the BSCC's website after the Grantee Orientation.

As part of the QPRs, grantees will be required to submit de-identified individual level data in a Microsoft Excel file located in a secure cloud storage platform. **BSCC will not request or retain personal identifying information.** Grantees will be required to provide the following information for each participant:

- age at enrollment
- gender
- race/ethnicity
- level of education at enrollment
- employment and housing status at enrollment
- employment and housing status at completion
- prior arrests and convictions (yes/no responses)
- probation, Parole, or PRCS status at enrollment
- participation status (e.g., active participant, received one-time intervention services, exited program without completing program requirements, completed program requirements, etc.)
- number of days between program enrollment and program completion (for participants who complete program requirements)
- services the participant received during the quarter (checkbox)
- "Recidivism"
    - Due to the complexity of obtaining recidivism information for many grantees, this information will only be requested annually, instead of quarterly.
    - The definition of recidivism, as established in AB 1056, will be used for reporting purposes.
    - Recidivism data must be obtained from a reliable source, such as local law enforcement. Self-report will not be accepted. Note that obtaining this information from a reliable source may require the establishment of data sharing agreements.
    - Grantees will be required to report the following recidivism information:
        - number of days between program enrollment/services received and the recidivating event
        - whether the conviction was a misdemeanor or felony

Local Evaluation Plan

The purpose of the Local Evaluation Plan is to ensure that projects funded by the BSCC can be evaluated. Grantees will be expected to include a detailed description of how the public agency applicant will assess the effectiveness of the proposed program in relationship to each of its goals and objectives. A relationship between the goals and objectives identified in the Proposition 47 Project Work Plan should be apparent in the Local Evaluation Plan.

The Local Evaluation Plan should describe the evaluation design or model that will be used to evaluate the effectiveness of the project component(s), with the project goals and the project objectives clearly stated. Public agency applicants should include criteria for both process and outcome evaluations. Once submitted, any modifications to the Local Evaluation Plan must be approved in advance by the BSCC. More detailed instructions on the Local Evaluation plan will be made available to successful applicants.

Local Evaluation Report

Following project completion, grantees are required to complete a Local Evaluation Report. The Local Evaluation Report must be in a format prescribed by the BSCC. More detailed instructions on the Local Evaluation Plan will be made available to successful applicants. The purpose of the Final Local Evaluation Report is to determine whether the overall project (including each individual component) was effective in meeting the goals laid out in the Local Evaluation Plan. To do this, the grantee must assess and document the effectiveness of the activities that were implemented within each individual project component. These activities should have been identified in the previously submitted Local Evaluation Plan. More detailed instructions on the Local Evaluation Report will be made available to successful applicants.

Evaluation Dissemination

The BSCC will make public the Local Evaluation Plan and Local Evaluation Report from each grantee. Reports may be posted to the BSCC website and information from them may be incorporated into a Statewide Evaluation Report to be shared with the Administration, the Legislature, and the public.

Projects selected for funding are encouraged to make public (e.g., post online, disseminate, share at meetings) the Local Evaluation Report to the community and the grantee's Governing Board (e.g., Board of Supervisors, City Council, etc.).

If the grantee plans to publish the Local Evaluation Report, it must be submitted to the BSCC for review prior to publication.

General Grant Requirements

Governing Board Resolution

Successful applicants will be required to submit a Resolution from their Governing Boards before the grant award can be finalized and funds awarded. A signed resolution is not required at the time of proposal submission, but public agency applicants are advised that no financial invoices will be processed for reimbursement until the Governing Board Resolution has been received by the BSCC. A sample Governing Board Resolution can be found in ***Attachment G***.

Grant Agreement

Public agency applicants approved for funding by the BSCC Board are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. A sample BSCC Grant Agreement can be found on the BSCC Proposition 47 website.

The Grant Agreement start date is expected to be **October 1, 2024**. Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC, and the BSCC is in receipt of all required attachments including documentation of signing authority (i.e., Governing Board Resolution). Work, services, and encumbrances cannot begin prior to the Grant Agreement start date. Any work, services, and encumbrances that occur after the start date but prior to Grant Agreement execution may not be reimbursed. Grantees and all subgrantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the Grant Agreement.

Debarment, Fraud, Theft or Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. Debarred by any federal, state, or local government entities during the period of debarment; or
2. Convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All applicants must complete ***Appendix C*** certifying they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

Criteria for Non-Governmental Organizations Receiving Grant Funds

This RFP includes requirements that apply to non-governmental organizations[2] that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving grant funds. These requirements are described in the box below.

Eligibility Criteria for Non-Governmental Organizations Providing Services with BSCC Grant Funds

Any non-governmental organization (NGO) that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its Grant Agreement with the BSCC or with the start date of the grantee's subcontract agreement;

  Note: Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the Grant Agreement with the BSCC or the start date of the grantee's subcontract agreement.

- be registered with the California Secretary of State's Office, if applicable;
- be registered with the California Office of the Attorney General, Registry of Charitable Trusts, if applicable;
- have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- have a valid business license, if applicable;
- have no outstanding civil judgments or liens; and
- have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

In addition to the administrative criteria listed above, any non-governmental, community-based organization service provider that receives Proposition 47 grant funds must have a proven track record working with the target population and the capacity to support data collection and evaluation efforts.

[2] Non-Governmental Organizations (NGOs) include community-based organizations, faith-based organizations, non-profit organizations/501(c)(3)s, for profit service providers, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual.

NOTE: These criteria do not apply to government organizations (e.g., counties, cities, school districts, etc.).

All applicants must complete, sign, and submit the Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards form (see ***Appendix A***), even if there are no plans to subcontract at the time of submission or if the name of the subcontracted party is unknown. A signature on this form provides an assurance to BSCC that the signing authority has read and acknowledged these terms, should the applicant choose to enter into an agreement with an NGO at a later date.

Once under contract, grantees must submit an updated *Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds* form for any additional NGOs that receive funds through subcontracts throughout the life of the grant agreement after awards are made. The BSCC will not reimburse for costs incurred by NGOs that do not meet the BSCC's requirements.

Audit Requirement

Grantees are required to provide the BSCC with a program-specific compliance audit that covers the service delivery period of the grant. The audit report will be due no later than **June 30, 2028**. The program-specific compliance audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for the final audit may be reimbursed for actual costs up to $25,000.

In addition, BSCC reserves the right to call for a program or financial audit at any time between the execution of the grant agreement and three (3) years following the end of the grant period. The Department of General Services, State Controller[3], the California State Auditor, the Department of Finance, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

Grantee Orientation

Following the start of the grant period, BSCC staff will conduct a mandatory Virtual Grantee Orientation (date to be determined). The purpose of this mandatory session is to review the program requirements, invoicing, and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contacts must attend. Grantees are also strongly encouraged to include the individual tasked with Data Collection and Evaluation and a minimum of one community partner.

Invoicing for Grant Expenditures

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated as the Financial Officer for the grant. Grantees will submit invoices to the BSCC on quarterly basis through an online process no later than 45 days following the end of the invoicing period. *Grantees wishing to invoice on a monthly basis must request an exception prior to entering into Grant Agreement.*

[3] The State Controller has independent authority to audit Proposition 47 grant programs administered by the BSCC. (Gov. Code, § 7599.2, subd. (c).)

Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review process which requires grantees to submit electronic documentation to support all grant funds claimed during the invoicing period. In addition, BSCC staff will conduct on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures with grant funds.

Additional information about invoicing can be found in the BSCC Grant Administration Guide located on the BSCC website.

Travel

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Award, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

- **Units of Government**
  Units of government may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city, district carpool, or garage may budget either the mileage rate established by the carpool or garage, or the state mileage rate, not to exceed the loaning agency rate.

- **Non-Governmental Organizations (NGOs)**
  An NGO receiving BSCC funds must use the State travel and per diem policy, unless the Grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares.

- **Out-of-State Travel**
  Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Award, Grantees must submit to the BSCC a separate formal request (on Grantee letterhead) for approval. Out-of-state travel requests must include a detailed justification and budget information.

Compliance Monitoring Visits

The BSCC staff will monitor each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements. For your reference, a sample Comprehensive Monitoring Visit checklist can be found on the Corrections Planning and Grant Programs website.

Overview of the RFP Process

Confirmation of Receipt of Proposal

Upon submission of a proposal in the BSCC Submittable Application Portal, applicants will receive a confirmation email from the BSCC stating that the proposal has been received.

Disqualification

"Disqualification" means the proposal will not move forward to the Scoring Panel for the Proposal Rating Process and, therefore, will NOT be considered for funding under this grant.

■■■■ S T O P ■■■■
PLEASE READ CAREFULLY!

The following will result in an automatic disqualification:

- Proposal submission is not received by **5:00 P.M. (PDT) Monday, June 10, 2024.** *(Allow sufficient time to upload all required documents in the BSCC Submittable Application portal. Do not wait until the last minute!)*
- Proposal is not submitted via the BSCC Submittable portal. **Email submissions will not be accepted.**
- Applicant is not a public agency as defined in Penal Code section 6046.1, subdivision (c).
- Proposal does not address one or more of the program areas required by Proposition 47: mental health services, substance use disorder treatment, and/or diversion.
- Budget Attachment (Excel attachment) is not submitted through the BSCC Submittable Portal.
- Budget Attachment does not clearly show the mandatory 50 percent pass-through to one or more community-based organizations.
- Funding request exceeds allowable amount in the Large Scope funding category.
- Applicant is proposing to provide services in a custodial setting (with the exception of in-reach and reentry planning).
- Attachments are illegible.
- Attachments will not open or the files are corrupted.

Proposal Rating Process

Unless disqualified, proposals will advance to the Scoring Panel for the Proposal Rating Process. Proposals will be evaluated in accordance with the BSCC's **Grant Proposal Evaluation Process** and as described below. The Scoring Panel will read and assign ratings to each proposal in accordance with the prescribed rating factors listed in the table below. Scoring Panel members will base their points on how well an applicant addresses the criteria listed under each rating factor within the Proposal Narrative and Budget Sections. Scoring Panel ratings, once submitted to the BSCC, will be final.

At the conclusion of this process, applicants will be notified of the Scoring Panel's funding recommendations. It is anticipated that the Board will act on the recommendations at its meeting in September 2024. Applicants and partners are not to contact members of the Scoring Panel or the BSCC Board to discuss proposals.

Rating Factors

The Rating Factors that will be used and the maximum points allocated to each factor are shown in the table below. Applicants are asked to address each of these factors as part of their proposal. The Proposition 47 ESC assigned a percent value to each Rating Factor, correlating to its importance within the overall project (see Percent of Total Value column).

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Project Need	0 - 5	25%	50
2	Community Engagement	0 - 5	15%	30
3	Project Description	0 - 5	30%	60
4	Data Collection and Evaluation	0 - 5	15%	30
5	Project Budget	0 - 5	15%	30
Total Score (before Preference Points):			**100%**	**200**
Preference Points: Applicants are required to dedicate a minimum of 50 percent of the grant funds requested to subcontracts with non-governmental, community-based organizations. Additional points will be added to the final score if an applicant dedicates 60 percent or more, as follows: 60-69 percent of grant funds = **2 additional points** 70+ percent of grant funds = **4 additional points**				
Maximum Possible Score with Preference Points:				**204**

Scoring Panel members will rate an applicant's response to each Rating Factor on a scale from 0 to 5, according to the Six-Point Rating Scale shown below. For each Rating Factor, the rating point received is then weighted according to the "Percent of Total Value" column associated with the Rating Factor to arrive at the final Weighted Rating Factor Score. The Weighted Rating Factor Scores are then added together for a Total Score. Preference points are added to the Total Score, as applicable. The Maximum Possible Proposal Score is **204**.

Preference Points

An applicant may earn up to four additional points based on the amount of grant funds that are dedicated to non-governmental, community-based organizations. Specifically, applicants are required to dedicate a minimum of 50 percent of their grant funds to subcontracts with non-governmental, community-based organizations. An additional two points will be added to the final score if an applicant dedicates 60 to 69 percent of grant funds to a non-governmental, community-based organization, and an additional four points if the applicant dedicates 70 percent or more.

Six Point Rating Scale

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response **fails to address** the criteria.	The response addresses the criteria in a **very inadequate** way.	The response addresses the criteria in a **non-specific or unsatisfactory** way.	The response addresses the criteria in an **adequate** way.	The response addresses the criteria in a **substantial** way.	The response addresses the criteria in an **outstanding** way.

Minimum Scoring Threshold

To be considered for funding, a proposal must meet a threshold of **65 percent (65%)**, or a minimum Proposal Score of **130** total points.

Funding Decisions

Applicants will compete for funds within either the Small or Large Scope category. Once the proposals have been scored and ranked, BSCC will move down the ranked lists to fund all qualified applicants (i.e., proposals that meet the scoring threshold requirements) in each category until all funds in that category are exhausted. Applicants that fall at the cut-off point may be offered a partial award if there are not sufficient remaining funds to make a full award.

If there are not sufficient qualified applicants to exhaust all funds in one category, those funds will be recommended for qualified applicants in the other category. Any funds remaining after all possible qualified applicants have been funded will be held for the next Proposition 47 Request for Proposals.

Summary of Key Dates

The following table shows a timeline of key dates related to the Proposition 47 Cohort 4 Grant Program.

Activity	Tentative Timeline
Release Request for Proposals	April 12, 2024
Optional “Letter of Intent to Apply” Due	May 10, 2024
Rater Panel Recruitment and Formation	April to June 2024
Grant Information Session for Prospective Applicants	April 30, 2024
Proposals Due to the BSCC	June 10, 2024
Proposal Rating Process and Development of Funding Recommendations	June to August 2024
BSCC Board Considers Funding Recommendation	September 12, 2024
Grant Period Begins	October 1, 2024
Mandatory New Grantee Orientation	TBD, October or November 2024
Grant Service Period Ends	March 31, 2028
Final Evaluation Report and Audit Report Due and Grant End Date	June 30, 2028

PART II: PROPOSAL INSTRUCTIONS

The following section contains pertinent information on how to complete the Proposition 47 Grant Proposal Package. The proposal and all required attachments are provided on the BSCC Proposition 47 website.

Proposal Narrative and Budget Instructions

The five rating factors will be addressed in two separate parts, the Proposal Narrative and the Proposal Budget Section, as shown here:

Section	Rating Factors	Percent of Total Value	Addressed in:
1	Project Need	25%	Proposal Narrative
2	Community Engagement	15%	
3	Project Description	30%	
4	Data Collection and Evaluation	15%	
5	Project Budget	15%	Budget Attachment (Excel Attachment)

Proposal Narrative Instructions
Applicants will complete the Proposal Narrative by accessing the BSCC Submittable Application Portal (see Submittable Instructions on page 2) and responding to a series of prompts. The Proposal Narrative section must address Rating Factors 1-4, as listed in the table above. Within each section, address the Rating Criteria (pages 29-33) in a cohesive, comprehensive narrative format.

Within the Proposal Narrative, each Rating Factor has a character limit as shown below:

Rating Factor		Total Characters	Microsoft Word Equivalent*
1	Project Need	8,948	Up to four (4) pages
2	Community Engagement	6,711	Up to three (3) pages
3	Project Description	11,185	Up to five (5) pages
4	Data Collection and Evaluation	6,711	Up to three (3) pages

**Assumes text is in a Microsoft Word document in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing.*

Character Counter
The BSCC Submittable Application portal includes an automatically enabled character counter. This feature shows the number of characters used and the remaining number of characters before the limit is met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." The Submittable Application portal will not allow applicants to submit the Proposition 47 Cohort 4 Proposal Narrative until they comply with all character limit requirements.

Bibliography
Applicants may, but are not required to, include a bibliography containing citations, using either the Modern Language Association (MLA) or American Psychological Association (APA) style in the "OPTIONAL Bibliography" field on the BSCC Submittable Application page. The bibliography may not exceed **2,218 total characters** (includes punctuation, numbers, spaces, and any text). In Microsoft Word, this is approximately one (1) page in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing.

Required Attachments
In addition to the Proposal Narrative, the following attachments, located on the BSCC Proposition 47 website, must be completed and uploaded in the identified fields in the BSCC Submittable portal at the time of submission (except for Attachment G, see below):

- Proposition 47 Cohort 4 Work Plan (***Attachment H***)
- Proposition 47 Local Advisory Committee Membership Roster (***Attachment E***)
- Proposition 47 Local Advisory Committee Letter of Agreement (***Attachment F***)
- Budget Attachment (Project Budget Table and Budget Narrative)
- Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards (***Appendix B***)
- Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (***Appendix C***)
- Governing Board Resolution – Sample (*not required at time of submission; however, must be submitted if awarded grant funds)* (***Attachment G***)

Note: Letters of general support from individuals not actually working on the grant project (i.e., from elected officials, community members, etc.) will not be accepted. If these are uploaded to Submittable, they will be discarded.

Proposal Narrative Rating Factors

Section 1: Project Need (Percent Value – 25%)
Within this section, address the criteria that defines the Project Need Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Project Need: The applicant described a community need that is pertinent to the intent of the grant program. The elements that comprise the Rating Factor are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed (when applicable), it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
1.1	Identify and describe the need to be addressed by the Proposition 47 program. Include: • Quantitative and qualitative data to support the need, • Gaps in services that contribute to the need, and • Citations of data sources.
1.2	Identify and describe the target population. The description should: • Demonstrate that the target population is measurable, • How it correlates to the need, • Include quantitative and qualitative data to support the description, and • Include citations of data sources.
1.3	Describe the steps that will be taken to address the needs of underserved populations in the community, including disparities based on race, ethnicity, gender, sexual orientation, immigration status, etc.
1.4	Describe how the need(s) and target population align with the intent of Proposition 47 (see Attachment A).

Section 2: Community Engagement (Percent Value – 15%)
Within this section address the criteria that defines the Community Engagement Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Community Engagement: The applicant provided a description of the community engagement process that is related to the need(s) and intent of the grant. The elements that comprise the Rating Factor are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
2.1	The Proposition 47 Local Advisory Committee Membership Roster (***Attachment E***), as is the Letter of Agreement (***Attachment F***) signed by all members. The make-up of the committee should: • Include a diverse group of stakeholders and other interested parties, and • Reflect the make-up and culture of the community and identified need.
2.2	Describe the engagement process used to solicit membership to the Proposition 47 Local Advisory Committee. The description should address: • How input was obtained from a cross-section of stakeholders and other interested parties, • How and why certain community partners were selected, and • Steps taken to ensure the process was fair, inclusive, comprehensive, and transparent.
2.3	Describe the process of ensuring the Proposition 47 Local Advisory Committee meetings are sufficiently noticed, accessible to the public and include opportunities for participation.

Section 3: Project Description (Percent Value – 30%)
Within this section address the criteria that defines the Project Description Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Project Description: The applicant provided a description of the project that is related to the need(s) and intent of the grant. The elements that comprise the Rating factor are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
3.1	Describe the proposed program goals, objectives and impacts that includes the relationship to the need and intent of the Prop 47 program. In addition: • Complete the Project Work Plan **(*Attachment H*),** identifying the top three goals and objectives of the project and how these will be achieved in terms of the activities, responsible staff/partner agencies, outcome measures, data sources and start and end dates.
3.2	Describe how the target population will be identified according to the following criteria: • Referral process, • Risk/needs assessments, and • Having a mental health or substance use disorder need.
3.3	Describe the types of service, sources of service, and method of delivery that will be made available to the target population, including: • The plan for selecting the types and kinds of services to be provided to each participant (e.g., risk and needs assessments). • The projected number of the target population to be served and a plan for ensuring that individuals who have been most impacted by Proposition 47, with an emphasis on racial and ethnic disparities, receive the proposed services. • How the services will be delivered, including length and duration. • How the design and implementation plan of the project demonstrates value in community partnerships and collaboration. • The roles, responsibilities and activities of the case managers, system navigators or other staff delivering services.
3.4	Describe how the service delivery approach: • Is culturally competent and responsive, trauma-informed, gender responsive, and provides for accessibility, • Advances principles of Restorative Justice, and • Acknowledges and addresses known barriers to serving target populations.

Section 3: Project Description (continued)	
3.5	Describe the process used to determine who will provide services, including: • How providers address the needs and interests of the target population • How the providers' administration (staff, leadership, etc.) involves people with lived experience, have been system impacted, or have varying educational levels and life experiences.
3.6	Describe the plan to minimize start-up time so that services can be delivered as soon as possible.
3.7	Describe how the project meets the spirit and intent behind the statute and the Proposition 47 Guiding Principles.
3.8	If your agency plans to leverage outside funds, include a brief description of which "other federal, state, and local funds or other social investments" will be leveraged and how they will contribute toward the success of the proposed project. If you do not plan to leverage outside funds, explain why.

Section 4: Project Evaluation and Monitoring (Percent Value – 15%)
Within this section, address the criteria that define the Project Evaluation and Monitoring Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Project Evaluation and Monitoring: The applicant described how it will monitor and evaluate the effectiveness of the proposed project. The elements that comprise the Rating Factor are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
4.1	Describe the plan to determine the staff and/or entity that will conduct the project evaluation and how monitoring activities to ensure that interventions are implemented as intended will be incorporated in the various phases of the project; for example, start-up, implementation, service delivery period, etc.
4.2	Identify the process and outcome measures that are quantifiable and in line with the intent of Proposition 47, the proposed project, and the goals and objectives listed in the Work Plan. Recidivism, as defined by the BSCC, must be included as an outcome measure.
4.3	Describe the preliminary research plan for how the applicant will collect and evaluate baseline and outcome data related to the process and outcome indicators identified in 4.2. Describe a plan for entering into data sharing agreements, including agreements to obtain recidivism data.

Proposal Budget Instructions

As part of the application process, applicants are required to complete and upload a Proposal Budget with Budget Narrative ("Proposition 47 Budget Attachment") in the identified field on the BSCC Submittable Application portal. The Proposition 47 Budget Attachment (an Excel workbook) is provided on the BSCC Proposition 47 website.

- *Detailed instructions for completing the Budget Attachment are listed in the **Instructions tab** of the Excel workbook.*
- *Remember: Grantees are required to budget a minimum of 5 percent (or $50,000, whichever is greater), but not more than 10 percent, of the total grant funds requested in the Data Collection and Evaluation budget category.*

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Attachment. All project costs must be directly related to the objectives and activities in the project. **Do not submit an annual budget; the grant funds requested in the Budget Attachment must cover the entire grant period.**

Generally, once an award is approved by the Board, the proposed budget becomes the approved grant budget and will be incorporated in the Standard Grant Agreement. However, applicants should be aware that budgets *will be subject to review and approval by the BSCC staff to ensure all proposed costs listed within the Proposal Budget are allowable and eligible for reimbursement.* In these situations, the revised grant budget will be used for the Grant Agreement. For additional guidance related to grant budgets, refer to the July 2023 BSCC Grant Administration Guide.

Proposal Budget Rating Factor

The following items are rated as part of this section and must be addressed by the applicant in the Budget Attachment.

Section 5: Budget Attachment (Percent Value – 15%)

Proposal Budget: The applicant provided a complete Budget Attachment (Budget Table with Budget Narrative) for the proposed project. The elements against which the Budget Attachment will be rated are listed below. Addressing each element does not itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
5.1	Provide complete and detailed budget information in each section of the Proposition 47 Budget Attachment that includes: • A brief explanation supporting each expense. • Expenses that are appropriate for the project's goals and planned activities.
5.2	In the "Leveraged Funds" column, show outside funds if any, including "other federal, state, and local funds or other social investments" that you plan to include as a part of the proposed grant project.

PART III: ATTACHMENTS and APPENDICES

This section includes the following Attachments and Appendices:

- **Attachment A:** Proposition 47 Ballot Measure (*reference only)*
- **Attachment B:** Assembly Bill 1056 (2015) (*reference only)*
- **Attachment C:** Proposition 47 Cohort 3 Grantees *(reference only)*
- **Attachment D:** Glossary of Key Terms (*reference only)*
- **Attachment E:** Proposition 47 Local Advisory Committee Membership Roster **(REQUIRED)**
- **Attachment F:** Proposition 47 Local Advisory Committee Letter of Agreement, signed by all members **(REQUIRED)**
- **Attachment G:** Sample Governing Board Resolution *(optional at time of submission; however, must be submitted if grant funds are awarded)*
- **Attachment H:** Proposition 47 Project Work Plan **(REQUIRED)**
- **Appendix A:** Proposition 47 Executive Steering Committee Roster (*reference only)*
- **Appendix B:** Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards **(REQUIRED)**
- **Appendix C:** Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement **(REQUIRED)**

Attachment A: Proposition 47 Ballot Measure

Proposition 47 – In Pertinent Part

THE SAFE NEIGHBORHOODS AND SCHOOLS ACT

SEC. 4. Chapter 33 (commencing with Section 7599) is added to Division 7 of Title 1 of the Government Code, to read:

Chapter 33. Creation of Safe Neighborhoods and Schools Fund
7599. (a) A fund to be known as the "Safe Neighborhoods and Schools Fund" is hereby created within the State Treasury and, notwithstanding Section 13340 of the Government Code, is continuously appropriated without regard to fiscal year for carrying out the purposes of this chapter. (b) For purposes of the calculations required by Section 8 of Article XVI of the California Constitution, funds transferred to the Safe Neighborhoods and Schools Fund shall be considered General Fund revenues which may be appropriated pursuant to Article XIII B.

7599.1. Funding Appropriation.
(a) On or before July 31, 2016, and on or before July 31 of each fiscal year thereafter, the Director of Finance shall calculate the savings that accrued to the state from the implementation of the act adding this chapter ("this act") during the fiscal year ending June 30, as compared to the fiscal year preceding the enactment of this act. In making the calculation required by this subdivision, the Director of Finance shall use actual data or best available estimates where actual data is not available. The calculation shall be final and shall not be adjusted for any subsequent changes in the underlying data. The Director of Finance shall certify the results of the calculation to the Controller no later than August 1 of each fiscal year.
(b) Before August 15, 2016, and before August 15 of each fiscal year thereafter, the Controller shall transfer from the General Fund to the Safe Neighborhoods and Schools Fund the total amount calculated pursuant to subdivision (a).
c) Moneys in the Safe Neighborhoods and Schools Fund shall be continuously appropriated for the purposes of this act. Funds transferred to the Safe Neighborhoods and Schools Fund shall be used exclusively for the purposes of this act and shall not be subject to appropriation or transfer by the Legislature for any other purpose. The funds in the Safe Neighborhoods and Schools Fund may be used without regard to fiscal year.

7599.2. Distribution of Moneys from the Safe Neighborhoods and Schools Fund.
(a) By August 15 of each fiscal year beginning in 2016, the Controller shall disburse moneys deposited in the Safe Neighborhoods and Schools Fund as follows:
(1) Twenty-five percent to the State Department of Education, to administer a grant program to public agencies aimed at improving outcomes for public school pupils in kindergarten and grades 1 to 12, inclusive, by reducing truancy and supporting students who are at risk of dropping out of school or are victims of crime.
(2) Ten percent to the California Victim Compensation and Government Claims Board, to make grants to trauma recovery centers to provide services to victims of crime pursuant to Section 13963.1 of the Government Code.
(3) Sixty-five percent to the Board of State and Community Corrections, to administer a grant program to public agencies aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes, such as those covered by this measure, and those who have substance abuse and mental health problems.
(b) For each program set forth in paragraphs (1) to (3), inclusive, of subdivision (a), the agency responsible for administering the programs shall not spend more than 5 percent of the total

funds it receives from the Safe Neighborhoods and Schools Fund on an annual basis for administrative costs.

(c) Every two years, the Controller shall conduct an audit of the grant programs operated by the agencies specified in paragraphs (1) to (3), inclusive, of subdivision (a) to ensure the funds are disbursed and expended solely according to this chapter and shall report his or her findings to the Legislature and the public.

(d) Any costs incurred by the Controller and the Director of Finance in connection with the administration of the Safe Neighborhoods and Schools Fund, including the costs of the calculation required by Section 7599.1 and the audit required by subdivision (c), as determined by the Director of Finance, shall be deducted from the Safe Neighborhoods and Schools Fund before the funds are disbursed pursuant to subdivision (a).

(e) The funding established pursuant to this act shall be used to expand programs for public school pupils in kindergarten and grades 1 to 12, inclusive, victims of crime, and mental health and substance abuse treatment and diversion programs for people in the criminal justice system. These funds shall not be used to supplant existing state or local funds utilized for these purposes.

(f) Local agencies shall not be obligated to provide programs or levels of service described in this chapter above the level for which funding has been provided.

Attachment B: Assembly Bill 1056 (2015)

[Approved by Governor October 02, 2015. Filed with Secretary of State October 02, 2015.]

AB 1056, Atkins. Second Chance Program.

(1) Existing law, until January 1, 2020, establishes the Social Innovation Financing Program, and requires the Board of State and Community Corrections to administer the program. Existing law, among other things, authorizes the board, upon appropriation of funds by the Legislature for deposit into the Recidivism Reduction Fund, to award grants in amounts of not less than $500,000 and not more than $2,000,000 to each of 3 counties, selected as specified, for the purpose of entering into a pay for success or social innovation financing contract, pursuant to which private investors agree to provide financing to service providers to achieve social outcomes agreed upon in advance and the government agency that is a party to the contractual agreement agrees to pay a return on the investment to the investors if successful programmatic outcomes are achieved by the service provider. Existing law limits the total amount of the grants awarded to $5,000,000. Existing law requires each county receiving an award to report annually to the Governor and Legislature on the status of its program. Existing law requires the board to compile the county reports and submit a summary report to the Governor and the Legislature annually.

This bill would extend the operation of that program and the reporting requirements until January 1, 2022.

This bill would also require the board to administer a competitive grant program that focuses on community-based solutions for reducing recidivism. The bill would establish minimum criteria for the grant program and would require the board to establish an executive steering committee, as specified, to make recommendations regarding the design, efficacy, and viability of proposals and to make recommendations on guidelines for the submission of proposals for the grant program, including threshold or scoring criteria, or both. Among other things, the bill would require those guidelines to prioritize proposals that advance principles of restorative justice while demonstrating a capacity to reduce recidivism, and that leverage certain other federal, state, and local funds or social investments. The bill would define recidivism, for the purposes of these provisions, as a conviction of a new felony or misdemeanor committed within 3 years of release from custody or committed within 3 years of placement on supervision for a previous criminal conviction.

(2) The Safe Neighborhoods and Schools Act establishes within the State Treasury the Safe Neighborhoods and Schools Fund to receive moneys transferred from the General Fund in an amount equal to the savings resulting from the implementation of the act, as specified. The act requires that 65% of the moneys in the Safe Neighborhoods and Schools Fund be allocated the Board of State and Community Corrections to administer a grant program to public agencies aimed at supporting specified types of programs, including diversion programs, for people in the criminal justice system with an emphasis on programs that reduce recidivism, as specified.

This bill would create the Second Chance Fund in the State Treasury for the purpose of funding the above-described recidivism reduction program. The bill would require the Controller, upon order of the Director of Finance, to transfer the moneys available to the Board of State and Community Corrections from the Safe Neighborhoods and Schools Fund into the Second Chance Fund. The bill would also authorize the Second Chance Fund to receive moneys from any other federal, state, or local grant, or from any private donation. The bill would prohibit the board from using the moneys in the fund to supplant existing programs and from spending more than 5% per year of the total moneys in the fund for administrative purposes.

The bill would require the board to administer these provisions, and moneys in the fund would be continuously appropriated to the board for expenditure for these purposes. By creating a continuously appropriated fund, this bill would make an appropriation.

(3) The Safe Neighborhoods and Schools Act provides that its provisions may be amended by a statute, passed by a $^{2}/_{3}$ vote of each house of the Legislature and signed by the Governor, that is consistent with and furthers the intent of the act.

This bill would declare that its provisions further the intent of the Safe Neighborhoods and Schools Act.

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

The Legislature finds and declares all of the following:

(a) California voters approved Proposition 47, known as the Safe Neighborhoods and Schools Act of 2014. The measure was enacted to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for nonviolent and nonserious crime, and to invest the resulting savings into prevention and support programs.

(b) Research has shown that people in the criminal justice system disproportionately suffer from mental health issues and substance use disorders. Nationally, over one-half of all people in prisons or jails have experienced a mental health issue within the last year, and over one-half of women and 44 percent of men in jail have a drug or alcohol dependency.

(c) People in the criminal justice system and formerly incarcerated individuals have difficulty securing housing and employment following their incarceration. These challenges are compounded for people living with mental health issues or substance use disorders. As a result, many formerly incarcerated people, especially those with mental health issues or substance abuse disorders experience homelessness. Experiencing homelessness greatly increases the likelihood that a formerly incarcerated person will recidivate.

(d) Offering people in the criminal justice system and formerly incarcerated individuals meaningful access to mental health services, substance use treatment services, housing, housing-related job assistance, job skills training, and other community-based supportive services has been shown to decrease the likelihood of future contact with law enforcement and the criminal justice system.

(e) Prioritizing the state savings realized by the implementation of the Safe Neighborhoods and Schools Act of 2014 for projects that combine mental health services, substance use treatment services, housing, housing-related job assistance, job skills training, and other community-based supportive services will help the state meaningfully reduce recidivism.

(f) By prioritizing projects that offer comprehensive interventions, the Legislature intends for public agencies, nonprofits, and other community-based providers of services to people in the criminal justice system and formerly incarcerated individuals to leverage additional federal, state, and local funds for social investment resources.

(g) The Legislature intends to promote the use of restorative justice principles in addressing recidivism.

SEC. 2.

Section 97013 of the Government Code is amended to read:

97013.

(a) Each county receiving an award shall report annually to the board on the status of its ongoing social innovation financing program. The report shall also contain an accounting of the moneys awarded.

(b) The board shall compile the county reports and submit a summary report to the Governor and Legislature annually.

(c) A report made pursuant to this section shall be made in accordance with the requirements of Section 9795.

(d) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

SEC. 3.

Section 97015 of the Government Code is amended to read:

97015.

This title shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

SEC. 4.

Article 5 (commencing with Section 6046) is added to Chapter 5 of Title 7 of Part 3 of the Penal Code, to read:

Article 5. Second Chance Program

6046.

(a) The purpose of this article is to build safer communities by investing in community-based programs, services, and initiatives for formerly incarcerated individuals in need of mental health and substance use treatment services.

(b) The program established pursuant to this article shall be restricted to supporting mental health treatment, substance use treatment, and diversion programs for persons in the criminal justice system, with an emphasis on programs that reduce recidivism of persons convicted of less serious crimes, such as those covered by the Safe Neighborhoods and Schools Act of 2014, and those who have substance use and mental health problems.

(c) The Board of State and Community Corrections shall administer a grant program established pursuant to this article.

6046.1.

For the purposes of this article, the following definitions shall apply:

(a) “Board” means the Board of State and Community Corrections.

(b) “Fund” means the Second Chance Fund established pursuant to Section

6046.2.

(c) “Public agency” means a county, city, whether a general law city or a chartered city, or city and county, the duly constituted governing body of an Indian reservation or rancheria, a school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, entities that are legislative bodies of a local agency pursuant to subdivision (c) or (d) of Section 54952 of the Government Code, a housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, a state agency, public district, or other political subdivision of the state, or any instrumentality thereof, which is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income.

(d) “Recidivism” means a conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.

6046.2.

(a) The Second Chance Fund is hereby created in the State Treasury. The board shall be responsible for administering the fund. Moneys in the fund are hereby continuously appropriated without regard to fiscal year for the purposes of this article.

(b) (1) The Controller, upon order of the Director of Finance, shall transfer moneys available to the Board of State and Community Corrections pursuant to paragraph (3) of subdivision (a) of Section 7599.2 of the Government Code into the Second Chance Fund.

(2) The Second Chance Fund may receive moneys from any other federal, state, or local grant, or from any private donation or grant, for the purposes of this article.

(c) The board shall not spend more than 5 percent annually of the moneys in the fund for administrative costs.

6046.3.

(a) The board shall administer a competitive grant program to carry out the purposes of this article that focuses on community-based solutions for reducing recidivism. The grant program shall, at minimum, do all of the following:

(1) Restrict eligibility to proposals designed to serve people who have been arrested, charged with, or convicted of a criminal offense and have a history of mental health or substance use disorders.

(2) Restrict eligibility to proposals that offer mental health services, substance use disorder treatment services, misdemeanor diversion programs, or some combination thereof.

(3) Restrict eligibility to proposals that have a public agency as the lead applicant.

(b) The board shall form an executive steering committee that includes, but is not limited to, a balanced and diverse membership from relevant state and local government entities, community-based treatment and service providers, and the formerly incarcerated community. The committee shall have expertise in homelessness and housing, behavioral health and substance abuse treatment, and effective rehabilitative treatment for adults and juveniles. The committee shall make recommendations regarding the design, efficacy, and viability of proposals, and make recommendations on guidelines for the submission of proposals, including threshold or scoring criteria, or both, that do all of the following:

(1) Prioritize proposals that advance principles of restorative justice while demonstrating a capacity to reduce recidivism.

(2) Prioritize proposals that leverage other federal, state, and local funds or other social investments, such as the following sources of funding:

(A) The Drug Medi-Cal Treatment Program (22 Cal. Code Regs. 51341.1, 51490.1, and 51516.1).

(B) The Mental Health Services Act, enacted by Proposition 63 at the November 2, 2004, general election, as amended.

(C) Funds provided for in connection with the implementation of Chapter 15 of the Statutes of 2011.

(D) The Community Corrections Performance Incentives Act (Stats. 2009, Ch. 608; Chapter 3 (commencing with Section 1228) of Title 8 of Part 2).

(E) The tax credits established pursuant to Sections 12209, 17053.57, and 23657 of the Revenue and Taxation Code.

(F) The federal Department of Housing and Urban Development funds, such as the Emergency Solutions Grant program (42 U.S.C. Sec. 11371 et seq.).

(G) The federal Department of Veterans Affairs Supportive Services for Veteran Families program (38 U.S.C. Sec. 2044).

(H) Social Innovation Funds established by the Corporation for National and Community Service pursuant to Section 12653k of Title 42 of the United States Code.

(I) The Edward Byrne Memorial Justice Assistance Grant Program (42 U.S.C. Sec. 3750 et seq.).

(3) Prioritize proposals that provide for all of the following:

(A) Mental health services, substance use disorder treatment services, misdemeanor diversion programs, or some combination thereof.

(B) Housing-related assistance that utilizes evidence-based models, including, but not limited to, those recommended by the federal Department of Housing and Urban Development. Housing-related assistance may include, but is not limited to, the following:

(i) Financial assistance, including security deposits, utility payments, moving-cost assistance, and up to 24 months of rental assistance.

(ii) Housing stabilization assistance, including case management, relocation assistance, outreach and engagement, landlord recruitment, housing navigation and placement, and credit repair.

(C) Other community-based supportive services, such as job skills training, case management, and civil legal services.

(4) Prioritize proposals that leverage existing contracts, partnerships, memoranda of understanding, or other formal relationships to provide one or more of the services prioritized in paragraph (3).

(5) Prioritize proposals put forth by a public agency in partnership with a philanthropic or nonprofit organization.

(6) Prioritize proposals that promote interagency and regional collaborations.

(7) Consider ways to promote services for people with offenses identical or similar to those addressed by the Safe Neighborhoods and Schools Act of 2014, without precluding assistance to a person with other offenses in his or her criminal history.

(8) Consider geographic diversity.

(9) Consider appropriate limits for administrative costs and overhead.

(10) Consider proposals that provide services to juveniles.

(11) Permit proposals to expand the capacity of an existing program and prohibit proposals from using the fund to supplant funding for an existing program.

SEC. 5.

The Legislature finds and declares that this act furthers the intent of the Safe Neighborhoods and Schools Act enacted by Proposition 47 at the November 4, 2014, general election.

Attachment C: Proposition 47 Cohort 3 Grantees

The following Public Agencies are current Proposition 47 Cohort 3 Grantees and are INELIGIBLE to apply for Proposition 47 Cohort 4 Grant Funds:

Alameda County Health Care Services Agency
Contra Costa County Office of the Public Defender
Corona-Norco Unified School District
Kern County Behavioral Health & Recovery Services
Los Angeles, City of, City Attorney's Office
Los Angeles, City of, Mayor's Office of Economic Opportunity
Los Angeles County – **All County Public Agencies***
Merced County Probation Department
Monterey County Health Department
Pasadena, City of, Public Health Department
Placer County Health & Human Services
San Diego County Chief Administrative Office
San Francisco Department of Public Health
Santa Barbara County Department of Behavioral Wellness
Santa Clara County Behavioral Health Services Department
Santa Cruz County Probation Department
Siskiyou County Health and Human Services Agency
Solano County Department of Health & Social Services
Tehama County Department of Education
Yolo County Health & Human Services Agency

**While LA County public agencies are ineligible, city public agencies and non-county public agencies within Los Angeles County are eligible. Please contact the BSCC with questions.*

Attachment D: Glossary of Key Terms

Behavioral Health Services
The promotion of mental health, resilience, and wellbeing; the treatment of mental and substance use disorders; and the support of those who experience and/or are in recovery from these conditions, along with their families and communities.

Case Management
A collaborative process which assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet an individual's health needs, using communications and available resources to promote quality, cost effective outcomes[4].

Community Defined Practices
A set of practices that communities have used and determined by community consensus over time, and which may or may not have been measured empirically but have reached a level of acceptance by the community (Martinez, 2008). CDE practices are bottom-up/ground-up practices that come from the community and the organizations or providers who serve them. Unlike most EBPs, CDE practices are developed specifically to address the unmet needs and strengths of a cultural group; they are rooted in the community's worldview and its historical and social contexts (Community Defined Evidence Project [CDEP] Preliminary Quantitative and Qualitative Findings, 2009). CDEPs often incorporate cultural activities, cultural education, and exploration of strengths and skill development, rather than focusing solely or primarily on symptoms and health challenges (Swart, Friesen, Holman, & Aue, 2009)[5].

Cultural Competence
Cultural competency is a developmental process in which one achieves increasing levels of awareness, knowledge, and skills along a continuum, improving one's capacity to work and communicate effectively in cross-cultural situations. Strategies for practicing cultural competency include:

- Learning about your own and others' cultural identities
- Combating bias and stereotypes
- Respecting others' beliefs, values, and communication preferences
- Adapting your services to each patient's unique needs
- Gaining new cultural experiences

Cultural Humility
Cultural humility is a reflective process of understanding one's biases and privileges, managing power imbalances, and maintaining a stance that is open to others in relation to aspects of their cultural identity that are most important to them[6].

Strategies for practicing cultural humility include:

- Practicing self-reflection, including awareness of your beliefs, values, and implicit biases
- Recognizing what you don't know and being open to learning as much as you can

[4] Source: Case Management Society of America
[5] https://cars-rp.org/_MHTTC/docs/CDE-Evaluation-Resource-Compendium-PS-MHTTC.pdf
[6] https://thinkculturalhealth.hhs.gov/assets/pdfs/resource-library/clas-clc-ch.pdf

- Being open to other people's identities and empathizing with their life experiences
    - Acknowledging that the patient is their own best authority, not you
    - Learning and growing from people whose beliefs, values, and worldviews differ from yours

Crisis Residential Treatment Programs
A short-term residential program that provides a less restrictive alternative hospitalization. Provides treatment for adults with mental health crisis that require 24-hour support in order to return to community living.

Diversion Programs
In the context of criminal law, diversion refers to diverting an individual out of the criminal justice system by having them complete a diversion program rather than be incarcerated or serve another alternative sentence. Criminal charges are typically dropped when an individual successfully completes a diversion program. The purpose of a diversion program is to effect rehabilitation while avoiding the stigma of a criminal conviction.

A diversion program allows the individual to avoid prosecution by completing various requirements for the program. These requirements could include:

1. Education aimed at preventing future offenses by the offender;
2. Restitution to victims of the offense;
3. Completion of community service hours;
4. Avoiding situations for a specified period of time in the future that may lead to committing another such offense.

Diversion programs are usually only available to individuals charged with misdemeanors and nonviolent felonies involving drugs or alcohol. In some jurisdictions, diversion may be available to individuals charged with domestic violence, child abuse or neglect, traffic-related offenses, or even writing bad checks. Diversion programs are primarily governed by state laws, which vary by state.

Goals and Objectives
Goals and objectives are terms in common use, sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated and govern the specific objectives to which program activities are directed.

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program[7].

Examples of goal statements[8]:

- To reduce the number of serious and chronic juvenile offenders.
- To divert nonviolent juvenile offenders from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.

[7] Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition).* Retrieved from http://www.jrsa.org/njjec/publications/program-evaluation.pdf. *See also* New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program.* Retrieved from http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm.
[8] *Id. at p. 4.*

Objectives are defined by statements of specific, measurable aims of program activities[9]. Objectives detail the tasks that must be completed to achieve goals[10]. Descriptions of objectives in the proposals should include three elements[11]:

1. Direction – the expected change or accomplishment (e.g., improve, maintain);
2. Timeframe – when the objective will be achieved; and
3. Target Population– who is affected by the objective.

Examples of program objectives[12]:

- By the end of the program, young, drug-addicted juveniles will recognize the long-term consequences of drug use.
    - To place eligible juveniles in an intensive supervision program within two weeks of adjudication to ensure offender accountability and community safety.
- To ensure that juvenile offenders carry out all of the terms of the mediation agreements they have worked out with their victims by program completion.

Housing Models (Examples)

A. Bridge Housing
Transitional housing that is used as a short-term stay when an individual has been offered and accepted a permanent housing intervention, but access to that permanent housing is still being arranged.
Source: Department of Veterans Affairs

B. Housing First
An approach that centers on providing homeless people with housing quickly and then providing services as needed. What differentiates a Housing First approach from other strategies is that there is an immediate and primary focus on helping individuals and families quickly access and sustain permanent housing. This approach has the benefit of being consistent with what most people experiencing homelessness want and seek help to achieve. Housing First programs share critical elements.

- There is a focus on helping individuals and families access and sustain rental housing *as quickly as possible and the housing is not time-limited*;
- A variety of services are delivered primarily following a housing placement to promote housing stability and individual well-being;
- Such services are time-limited or long-term depending upon individual need; and
- Housing is not contingent on compliance with services – instead, participants must comply with a standard lease agreement and are provided with the services and supports that are necessary to help them do so successfully.

Source: National Alliance to End Homelessness

[9] National Center for Justice Planning. Overview of Strategic Planning. *Where Do We Want to Be? Goals and Objectives.* Retrieved from http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives.
[10] *Id.; see supra* fn 1.
[11] Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from http://www.jrsa.org/njjec/publications/program-evaluation.pdf.
[12] *Id.*

C. Permanent Supportive Housing

Supportive housing is an evidence-based housing intervention that combines non-time-limited affordable housing assistance with wrap-around supportive services for people experiencing homelessness, as well as other people with disabilities. Research has proven that supportive housing is a cost-effective solution to homelessness, particularly for people experiencing chronic homelessness. Study after study has shown that supportive housing not only resolves homelessness and increases housing stability, but also improves health and lowers public costs by reducing the use of publicly funded crisis services, including shelters, hospitals, psychiatric centers, jails, and prisons.
Source: U.S. Interagency Council on Homelessness

D. Rapid Rehousing

Rapid re-housing is an intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Rapid re-housing assistance is offered without preconditions — like employment, income, absence of criminal record, or sobriety — and the resources and services provided are tailored to the unique needs of the household.

- Rapid re-housing has the following core components:
  - Housing Identification
  - Recruit landlords to provide housing opportunities for individuals and families experiencing homelessness.
  - Address potential barriers to landlord participation such as concern about short term nature of rental assistance and tenant qualifications.
  - Assist households to find and secure appropriate rental housing.
  - Rent and Move-In Assistance
  - Provide assistance to cover move-in costs, deposits, and the rental and/or utility assistance (typically six months or less) necessary to allow individuals and families to move immediately out of homelessness and to stabilize in permanent housing.
  - Rapid Re-Housing Case Management and Services
  - Help individuals and families experiencing homelessness identify and select among various permanent housing options based on their unique needs, preferences, and financial resources.
  - Help individuals and families experiencing homelessness address issues that may impede access to housing (such as credit history, arrears, and legal issues).
  - Help individuals and families negotiate manageable and appropriate lease agreements with landlords.
  - Make appropriate and time-limited services and supports available to families and individuals to allow them to stabilize quickly in permanent housing.
  - Monitor participants' housing stability and be available to resolve crises, at a minimum during the time rapid re-housing assistance is provided.
  - Provide or assist the household with connections to resources that help them improve their safety and well-being and achieve their long-term goals. This includes providing or ensuring that the household has access to resources related to benefits, employment, and community-based services

(if needed and appropriate), so that they can sustain rent payments independently when rental assistance ends.
  - Ensure that services provided are client-directed, respectful of individuals' right to self-determination, and voluntary. Unless basic program-related case management is required by statute or regulation, participation in services should not be required to receive rapid re-housing assistance.
Source: U.S. Interagency Council on Homelessness

E. Recovery Residence:

For the purposes of this section, "recovery residence" means a residential dwelling that provides primary housing for individuals who seek a cooperative living arrangement that supports personal recovery from a substance use disorder and that does not require licensure by the department or does not provide licensable services. A recovery residence may include, but is not limited to, residential dwellings commonly referred to as "sober living homes," "sober living environments," or "unlicensed alcohol and drug free residences." *** (HSC 11833.05. (c)

F. Sober Living Homes

A supportive alcohol and drug free living environment for individuals attempting to maintain abstinence from alcohol or drugs in their life. Such programs do not mandate treatment but strongly encourage participation in 12-step support groups. These group living environments offer transitional space for people living incarceration, formal addiction treatment centers or other residential placement. They typically employ house rules which may include curfews, house chores or duties and other rules related to conduct. The participant is generally responsible for their rent and encouraged to work and engage in all other normal life functions from within a peer-supported environment.

G. Transitional Housing

Transitional Housing: a project that is designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living. The housing is short-term, typically less than 24 months. In addition to providing safe housing for those in need, other services are available to help participants become self-sufficient.
Source: U.S. Department of Housing and Urban Development

Process Evaluation[13]

The purpose of the process evaluation is to assess how program activities are being carried out in accordance with goals and objectives. Process measures are designed to answer the question: "What is the program actually doing and is this what we planned it to do?"

Examples of process measures could include:

- Project staff have been recruited, hired and trained according to the proposal.
- Activities/strategies have been implemented on time according to the proposal.
- Number of interagency agreements entered into by the program compared to the number planned.

[13]Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from http://www.jrsa.org/njjec/publications/program-evaluation.pdf.

- Number of trainings conducted.
- Number of neighborhood meetings conducted.

Outcome Evaluation[14]
The purpose of the outcome evaluation is to identify whether the program "worked" in terms of achieving its goals and objectives. Outcome measures are designed to answer the question: "What results did the program produce?"

Examples of outcome measures include:
- Results of pre/post surveys (e.g., changes in the reported confidence/trust in law enforcement among community members).
- Implementation of regular, ongoing community forums where law enforcement/community dialogue takes place.
- Changes in policies at the Lead Agency level to reflect procedural justice principles.

In an evidence-based practice approach, outcome evaluations must include not only the measures but also analysis of the extent to which the measured results can be attributed to the program rather than to coincidence or alternative explanations.

Mental Health Services (Examples)

- Outreach and Engagement
- Precrisis and Crisis Services
- Comprehensive Evaluation and Assessment.
- Individual Service Plan
- Medication Education and Management
- Case Management
- Twenty-four Hour Treatment Services
- Rehabilitation and Support Services
- Individual and Group Counseling
- Day treatment programs
- Collateral services
- Peer support specialist services
- Community health worker services
- Vocational Rehabilitation
- Inpatient and Residential Services, including adult residential, crisis residential, and peer residential services

Recidivism
Recidivism is defined as conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.[15]

Restorative Justice
Restorative practice is a social science that studies how to improve and repair relationships between people and communities. The purpose is to build healthy communities, increase

[14] *Id* at pp. 7-8.
[15] Pen. Code, § 6046.1 subd. (d). "Committed" refers to the date of offense, not the date of conviction.

social capital, decrease crime and antisocial behavior, repair harm and restore relationships.[16]

Substance Use Disorder Treatment (Examples)
According to the Substance Abuse and Mental Health Services Administration, a treatment system for substance use disorders could be comprised of multiple service components, including, but not limited to the following:

- Individual and group counseling
- Inpatient and residential treatment
- Intensive outpatient treatment
- Partial hospital programs
- Narcotic treatment program/opioid treatment program
- Contingency management
- Case or care management
- Medication
- Recovery support services
- 12-Step fellowship
- Peer supports

Other services that may qualify could include:

- Withdrawal management
- Culturally rooted community healing practices

Trauma-Informed Care[17]
According to the Substance Abuse and Mental Health Services Administration, "A program, organization, or system that is trauma-informed:

- Realizes the widespread impact of trauma and understands potential paths for recovery;
- Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
- Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
- Seeks to actively resist re-traumatization

SAMHSA's concept of trauma-informed care is guided by six key principles:

- Safety
- Trustworthiness and transparency
- Peer support
- Collaboration and mutuality
- Empowerment, voice, and choice
- Cultural, historical, and gender issues

[16] Braithwaite, John (2004-01-01). "Restorative Justice and De-Professionalization". The Good Society. 13 (1): 28–31. doi:10.1353/gso.2004.0023. ISSN 1538-9731. S2CID 143707224.
[17] Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services. *Trauma-informed Approach and Trauma-Specific Interventions.* Retrieved July 22, 2016, from http://www.samhsa.gov/nctic/trauma-interventions

Attachment E: Proposition 47 Local Advisory Committee Membership Roster

Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal.

Lead Agency:

Individual Name	Job Title	Agency/Organization

Attachment F: Proposition 47 Local Advisory Committee Letter of Agreement

Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal.

Note: This letter is to be signed by Lead Agency and all members of the Proposition 47 Local Advisory Committee. Photocopies of signatures and/or e-signatures are acceptable. Include additional signature lines as necessary.

(Date)

This is a letter of agreement between **(Lead Agency)** and all organizations listed herein for the purposes of applying for the Proposition 47 Grant. All organizations listed herein agree to participate on the local **Proposition 47 Local Advisory Committee** led by **(Lead Agency)** using a collaborative approach. This advisory body will, at a minimum, advise the Lead Agency on:

- How to identify and prioritize the most pressing needs to be addressed (to include target population, target area, etc.);
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development of the grant project; and
- Ongoing implementation of the grant project.

(Note: Applicants may provide additional information; e.g., explain the detail of collaboration, list the services or support, provide dates and timelines, etc.)

Signed in mutual agreement,

LEAD PUBLIC AGENCY SIGNATURE

X_____
Signature
Name, Title
Name of Lead Agency
Address

PROPOSITION 47 LOCAL ADVISORY COMMITTEE MEMBER SIGNATURES

X_____
Signature
Name, Title
Name of Partner Organization
Address

X_____
Signature
Name, Title
Name of Partner Organization
Address

Attachment G: Sample Governing Board Resolution

Instructions: Before grant funds can be reimbursed, a prospective grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a municipal ordinance or county ordinance/charter delegating such authority to a city manager or county executive officer or other governing board resolution delegating authority).

Below is assurance language that, at a minimum, must be included in the resolution submitted to the Board of State and Community Corrections.

A Governing Board Resolution does not have to be uploaded at the time of submission but must be submitted in order for the Grant Agreement to be executed.

WHEREAS the ***(insert name of Lead Agency)*** desires to participate in the Proposition 47 Grant administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE, BE IT RESOLVED that the ***(insert title of designated official)*** be authorized on behalf of the ***(insert name of Governing Board)*** to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the ***(insert name of Lead Agency)*** agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the ***(insert name of Governing Board)*** in a meeting thereof held on ***(insert date)*** by the following:

Ayes:
Notes:
Absent:
Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

Attachment H: Proposition 47 Project Work Plan

Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal.

Instructions: Applicants must complete a Project Work Plan, using the format below. Completed Project Work Plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals, objectives, and measures with a clear relationship to the need and intent of the grant. A minimum of three goals and corresponding objectives, process measures, etc. must be identified.

(1) Goal:	>			
Objectives (A., B., etc.)	>			
Process Measures and Outcome Measures:	>			
Project activities that support the identified goal and objectives:		Responsible staff/partners:	Timeline	
			Start Date	End Date
>		>	>	>
List data and sources to be used to measure outcomes: >				

(2) Goal:	>
Objectives (A., B., etc.)	>

Process Measures and Outcome Measures:	>		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
>	>	>	>
List data and sources to be used to measure outcomes: >			

(3) Goal:	>		
Objectives (A., B., etc.)	>		
Process Measures and Outcome Measures:	>		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
>	>	>	>
List data and sources to be used to measure outcomes: >			

Appendix A: Proposition 47 Executive Steering Committee Roster

Proposition 47 Executive Steering Committee

	Name	Title / Organization
1	Gaard, Janet	Retired Judge, BSCC Board Member, Chair
2	Barnes-Lopez, Naomi	Mental Health CSU, Orange County, Team Lead/Clinician II
3	Brooks, D'Andre	The Children's Initiative, San Diego, Juvenile Justice Associate
4	Brown-Taylor, Christine	San Diego County Sheriff's Department, Retired
5	Cabrera, Michelle	Behavioral Health Directors Association of CA, Sacramento, Executive Director
6	Dzubay, Jeremy	Monterey County Public Defender's Office, Assistance Public Defender
7	Hanna, Sylvia	Tulare County Superior Court, Judge
8	Jenkins, Mack	Council on Criminal Justice & Behavioral Health, Retired Probation Chief
9	Kuhns, Richard	County of Trinity, County Administrative Office (CAO)
10	McClain, Kevin	Community Housing Partnership, Sacramento, Exec Administrative Manager
11	Miramontes, Amber	Tulare County Public Defender's office, Supervising Attorney
12	Villamil, Denise	Southern California Crossroads, Executive Director
13	White, Dorothea	Valley State Prison, CDCR, SSMI, Employee Relations officer

Appendix B: Criteria for Non-Governmental Organizations Receiving BSCC Grant Subawards

Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal.

Instructions: The form on the following page must be submitted with the proposal even if there are no plans to subcontract at the time of submission, or if the name of the subcontract party is unknown. In either of these cases, the applicant should write "N/A" in the Name of Subcontracted Party column and complete the signature box. A signature on this form provides an assurance to BSCC that the signing authority has read and acknowledged these terms.

The Proposition 47 Request for Proposals (RFP) includes requirements that apply to non-governmental organizations (NGOs)[18] providing services with grant funds. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any Proposition 47 funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Proposition 47 grant funds (as either a direct grantee, subgrantee, or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its Proposition 47 Grant Agreement with the BSCC or with the start date of the grantee's subcontract agreement;
    - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the Grant Agreement with the BSCC or the start date of the grantee's subcontract agreement;
- Be registered with the California Secretary of State's Office, if applicable;
- Be registered with the California Office of the Attorney General, Registry of Charitable Trusts, if applicable;
- Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have no outstanding civil judgments or liens; and
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

Completing the NGO Assurance

1. Provide the name of the Applicant Agency (the Grantee).
2. List all contracted parties (if known*).
3. Check Yes or No to indicate if each contracted part meets the requirements.
4. Sign and submit with the proposal.

***Note:** If the name of the contracted part is unknown, write TBD in the "Name of Contracted Party" field and sign the document.

[18] Non-Governmental Organizations (NGOs) include community-based organizations, faith-based organizations, non-profit organizations/501(c)(3)s, for profit service providers, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual.

NOTE: These criteria do not apply to government organizations (e.g., counties, cities, school districts, etc.).

In addition to the administrative criteria listed above, any non-governmental, community-based organization that receives Proposition 47 grant funds must have a proven track record working with the target population and the capacity to support data collection and evaluation efforts.

In the table below, provide the name of the Lead Public Agency (the Grantee) and list all contracted parties (if known).

Proposition 47 Grant Program
Non-Governmental Organization Assurances

Name of Applicant:

Name of Subcontracted Party	Address	Email/Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RFP. These records will be subject to the records and retention language found in the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.
A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE
This document must be signed by the person who is authorized to sign the Grant Agreement.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	**CITY**	**STATE**	**ZIP CODE**

APPLICANT'S SIGNATURE (e-signature acceptable)	DATE
X	

Appendix C: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

Required Attachment: Applicants will be prompted to upload this document from the BSCC Proposition 47 webpage to the BSCC Submittable Application Portal

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

[ ] I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

[ ] I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

[ ] I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE **(This document must be signed by the person who is authorized to sign the Grant Agreement.)**			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (**(e-signature acceptable)**) **X**			DATE

The following information comprises the minutes for a regular meeting of the City Council, a joint meeting of the Banning City Council and Banning Utility Authority and a joint meeting of the Banning City Council and the Banning City Council sitting in its capacity as the Successor Agency Board.

MINUTES **2/25/2025**
CITY COUNCIL **REGULAR MEETING**

COUNCIL MEMBERS PRESENT: Council Member Cynthia Barrington
Mayor Sheri Flynn
Council Member Leroy Miller
Mayor Pro Tem Richard Royce
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: None

OTHERS PRESENT: Robert Fisher, Acting City Manager
Laurie Sampson, Assistant City Manager
`
John Pinkney, Interim City Attorney
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Lincoln Bogard, Administrative Services Director
Art Vela, Director of Public Works
Barbara Mason, Purchasing Manager

1. CALL TO ORDER

Mayor Flynn called the regular meeting to order at 7:28 p.m.

1.1. Invocation – Pastor Preston Norman led the invocation.

1.2. Pledge of Allegiance

1.3. Roll Call

COUNCIL MEMBER	PRESENT:	ABSENT
Barrington, Cynthia	✕	
Flynn, Sheri	✕	
Miller, Leroy	✕	
Royce, Richard	✕	
Wallace, Colleen	✕	

2. AGENDA APPROVAL

2.1. Approve Agenda

Motion to approve the agenda, moving 9.2 to follow the consent agenda.

Motion by Council Member Wallace
Seconded by Council Member Miller

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

3. PRESENTATIONS

3.1 Proclamation - Procurement Month

Purchasing Manager, Barbara Mason, accepted the proclamation on behalf of her staff. She spoke to their role within the city and the importance of procurements professionals in organizations.

4. REPORT ON CLOSED SESSION

John Pinkney, Interim City Attorney, reported that:

- For agenda item 3.1, there was no reportable action.
- For agenda items 3.2 to 3.4, there was direction given to legal counsel with no final or reportable action.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, CITY COUNCIL COMMITTEE REPORTS, CITY MANAGER REPORT, AND CITY ATTORNEY REPORT

5.1. PUBLIC COMMENTS

The following individuals addressed City Council during Public Comment:

- **Karen Woodard** commented on behalf of the Morongo Band of Mission Indians, stating they were in support of the Banning Municipal Airport closure. She said the Tribe urged the council to move forward with the closure.
- **Stuart MacKenzie** said that after the rain there was a persistent wet area. The City's water department responded and corrected the leak in the pipe. He thanked the police for cleaning up along the railroad.
- **Juanita Diaz** commented that not all clean-ups should fall on the city. She said she thought the public should be able to do clean-ups with city equipment. She also mentioned starting a skating and bike-riding group.
- **Errol Ross** spoke to cleaning up neighborhoods in the city. He commented on trash along the freeway and broken-down cars.

5.2. CORRESPONDENCE

There was one item of correspondence received and read into the record.

- **Kathleen Kretchman Thornton** commented on the City Treasurer and city finances, the efficiency of City Council meetings, the City Manager's leave and implications for the city, as well as the Acting City Manager. She stated concerns about the elimination of critical staff, the lack of direction of City Council, and the need for transparency.

5.3. APPOINTMENTS
None

5.4. CITY COUNCIL COMMITTEE REPORTS
Council Member Wallace reported on a meeting for Blue Zones that occurred in Banning. He said they would be focusing on the amount of liquor and tobacco stores in the city.

Mayor Pro Tem Royce had no report.

Council Member Barrington had no report.

Council Member Miller reported on the Blue Zones Summit, which discussed housing and safe routes to school in the community.

Mayor Flynn reported on a ribbon cutting, the Riverside County Transportation Commission (RCTC) annual workshop, and a Western Riverside County Council of Governments (WRCOG) meeting.

5.5. CITY MANAGER REPORT
Acting City Manager Robert Fisher shared a new email for graffiti. He said Code Enforcement is now under the control of Sergeant Vaca in the Police Department.

5.6. CITY ATTORNEY REPORT
Interim City Attorney Pinkney reminded the City Council of several procedural rules.

5.7. CITY TREASURER REPORT
City Treasurer Savage again requested her report be included in the meeting minutes in full. She said what was once a title is now a real role, thanking the Acting City Manager for her new office and city cell phone. She reported on several changes she had made and requested a City Council resolution allowing her to sign the city's checks. She shared how to access the staff's Transparency Portal to track all city finances.

6. CONSENT AGENDA

6.1 Approval of the Meeting Minutes for the February 11, 2025, City Council Meetings
6.2 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of January 2025
6.3 Receive and File Cash and Investments Report for the Month of January 2025
6.4 Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2024-25, Periods 7, January 2025
6.5 Receive and File Police Department Statistics for the Month of January 2025
6.6 Receive and File Fire Protection Services Statistics for the Month of January 2025
6.7 Public Works Capital Improvement Project Tracking List
6.8 Receive and File Code Enforcement Statistics for the Month of January 2025
6.9 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for January 2025
6.10 City Council Travel and Conference Expense Report Year to Date Through January 2025
6.11 Community Cleanup and Compost Giveaway Event Update Recommendation

6.12 Consideration of Resolution 2025-24, Approving the Acceptance of the Distribution of the FY23 State Homeland Security Program (SHSP) Grant Award of $161,383

6.13 Consideration of Resolution 2025- 25, Approving an Agreement with Pyro Spectaculars, Inc. for Production of the Fourth of July Aerial Fireworks Display

6.14 Consideration of Resolution 2025-26, Approving a Short-Term Rental Agreement with Orlando Cobos for Use of City -Owned Property located at 150 East Ramsey Street in Banning for a series of Acrobatic Shows

6.15 Consideration of Resolution 2025-27, Approving Final Tract Maps 37389- 4, 37389-6, and 37389 and Release the Maps for Recordation; Authorize Staff to Sign the Subdivision Improvement Agreements and Final Tract Maps; Accept Faithful Performance and Labor Bonds for Public Improvements

6.16 Consideration of Resolution 2025-28, Approving a Sole Source Contract with Rick Engineering, Inc. for the Continuation of the Design of Ramsey Street Water Main Replacement in the Amount of $156,224.03

Public Comment
None

Motion to adopt consent agenda items 6.2 through 6.9, 6.11 through 6.12, and 6.14 through 6.16.

Motion by Mayor Pro Tem Royce
Seconded by Mayor Flynn

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6.1 Approval of the Meeting Minutes for the February 11, 2025, City Council Meetings

Administrative City Clerk Caroline Patton answered City Council questions.

Public Comment
None

Motion to approve the meeting minutes for February 11, 2025, with the amendment to item 5.1 changing one of the names from Laura to Linda (Pippenger).

Motion by Council Member Barrington
Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				

Royce, Richard	✕
Wallace, Colleen	✕

Motion approved by a vote of 5-0.

6.10 City Council Travel and Conference Expense Report Year to Date Through January 2025

Barbara Mason, Purchasing Manager, answered City Council questions. Mayor Flynn asked about missing charges in the report. Mason explained that the report is through January 31, 2025, and there is a lag between the charge being made and the entry into the financial system. Mayor Flynn made several suggestions for updating the report.

6.13 Consideration of Resolution 2025-25, Approving an Agreement with Pyro Spectaculars, Inc. for Production of the Fourth of July Aerial Fireworks Display

Ralph Wright, Parks and Recreation Director, answered City Council questions. Council Member Barrington asked about the event attendance and scope of the fireworks show (ground and aerial show components). Barrington asked what other funds are expended for the event and Wright reported it was about $38,000 total.

Public Comment

- **Lynnea Hagen** spoke in opposition to fireworks. She said the wind and fires are too risky. She suggested the city look into digital fireworks.
- **Frank Connolly** said the event is well attended and one of the few city-led events. He suggested approval of the resolution.

Motion to adopt Resolution 2025-25.

Motion by Mayor Flynn
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

9.2. Discussion of Next Steps in the Banning Electric Utility Financial Recovery Plan

Lincoln Bogard, Administrative Services Director, and Art Vela, Director of Public Works, presented the staff report. Eric, a consultant, commented that the restructuring aspect is important to create a lower payment foundation to reduce the pressure on the ratepayer.

Public Comment

- **Frank Connolly** commented on the options before Council. He said he thought the city should explore refinancing the bonds completely.

Council Member Barrington said she wanted to reduce the impacts on the ratepayer. Staff explained Council had already approved the 13.9-percent increase and it had taken effect. Barrington said that although the rates were in place, no one had received a bill. She said she thought they should stick to what Council already agreed on because the timing (of another rate increase) was not good.

Staff explained they were seeking a consensus from the new Council.

Motion to approve Option 1.

Motion by Council Member Wallace
No second.

Motion to approve Option 2.

Motion by Mayor Flynn
No second.

Motion to approve Option 1.

Motion by Council Member Miller
Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri		✕			
Miller, Leroy	✕				
Royce, Richard		✕			
Wallace, Colleen	✕				

Motion approved by a vote of 3-2.

7. PUBLIC HEARING(S)

None

8. REPORTS OF OFFICERS

8.1 Consideration of Resolution 2025-29, Approving a Construction Agreement with Pacific Hydrotech Corporation for Project No. 2022-07W “M-12A Well Site Equipping and Improvements” in the Amount of $2,440,900 and Establishing a Total Project Budget of $2,684,990 and Rejecting All Other Bids

Art Vela, Director of Public Works, presented the staff report.

Public Comment
None

Council Member Barrington asked about what the city would be responsible for financially. Vela explained a lot of the grant is already expended, explaining it was for both Phase 1 and Phase 2.

Motion to adopt Resolution 2025-29.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

8.2 Consideration of Resolution 2025-30, Awarding a Progressive Design-Build Agreement for Phase 1 to AECOM Lyles JV for Project No. 2022-01W "Wastewater Treatment Plant and Recycled Water Upgrades" in the Amount of $3,998,627, and Approving a 10% Contingency for a Total Project Budget of $4,398,490

Art Vela, Director of Public Works, presented the staff report.

Council Member Royce asked about the use of brine beds. Council Member Barrington asked about the odor of the brine beds.

Public Comment
None

Motion to adopt Resolution 2025-30.

Motion by Council Member Miller
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

9. DISCUSSION ITEM(S)

9.1 Zencity Contract Presentation, Discussion and Direction

Lincoln Bogard, Administrative Services Director, explained that this item was under the purview of the City Manager, and he would not be giving the staff report. Mayor

Flynn said they cannot discuss this without the contract, which was not attached, There was discussion about bringing this item back at a later date.

Public Comment

- **Stuart MacKenzie** said something like 40% of people don't feel safe in Banning. He said he felt the report was useless without the why or where.

Mayor Flynn reviewed her interactions with the program Zencity. She disagreed with a report it generated that stated residents were satisfied with the city's utility services.

Council Member Barrington noted the community survey was almost a year old and the survey online has never been updated.

Motion to table this item.

Motion by Council Member Wallace
Seconded by Mayor Flynn

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

9.2 Discussion of Next Steps in the Banning Electric Utility Financial Recovery Plan
Moved to immediately follow the consent agenda under agenda item 2.1.

9.3 Discussion of a City of Banning Fire Hydrant Maintenance Program

Art Vela, Director of Public Works, presented the staff report.

Council Member Miller asked if the new installations included an emergency shut off. Vela confirmed there was a check valve that would engage in case of a car accident. Mayor Flynn asked the distance the hydrants were allowed to be placed and Vela speculated it was 200-250 feet. Flynn asked if the city used a color-coded tagging system for hydrants and Vela responded that it does not.

Public Comment
None

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

Council Member Wallace, Council Member Miller and Council Member Barrington all announced their upcoming Town Hall Meetings.

Mayor Flynn said she had been invited to speak at a private meeting of District Delegates of Sun Lakes.

11. ITEMS FOR FUTURE AGENDAS

11.1. New Items:

1. RFP for City Manager (Wallace)

Interim City Attorney Pinkney said that would be a premature addition at this time.

2. Evaluation of Acting City Manager (Miller)

Motion to add Evaluation of Acting City Manager to the Future Agenda Items.

Motion by Council Member Miller
Seconded by Council Member Wallace

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri		✕			
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 4-1.

3. Patriot Tree (Barrington)

Art Vela, Director of Public Works, said that as part of the Atwell development, they're required to move the tree. Council Member Barrington said relocation would kill the tree.

4. Contractor(s) to do Citywide Cleanup (Flynn)
5. Resolution for Mayor/Treasurer to Sign All Checks (Flynn)

Motion to add a resolution for the Mayor/Treasurer to sign checks/warrants to the next regular meeting agenda.

Motion by Mayor Flynn
Seconded by Mayor Pro Tem Royce

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

6. Review City Vehicle Maintenance (Royce)

11.2. Pending Items:

1. Update on Community Garden (Flynn)
2. ~~Zencity Contract (Flynn)~~
3. Developer Presentation on Sunset Crossroads Project (Flynn)
4. Contracting Animal Services (Flynn)
5. Code Enforcement Department Citations Process (Miller)
6. Emergency Preparedness (Barrington)
7. Changes to the Banning Procedural Manual (Royce)
8. ~~Report on a Policy and Program to Routinely Test All Fire Hydrants in the City (Flynn)~~
9. Tree Trimming at Repplier Park and near Sun Lakes (Flynn)
10. Discussion of Reversing Decision to Close Airport (Royce)
11. ~~Proposition 47 Workshop (Flynn)~~
12. Agenda Pagination, Reading Aloud Public Correspondence (Flynn)

13. ADJOURNMENT

Motion to adjourn.

Motion by Mayor Pro Tem Royce
Seconded by Mayor Flynn

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Barrington, Cynthia	✕				
Flynn, Sheri	✕				
Miller, Leroy	✕				
Royce, Richard	✕				
Wallace, Colleen	✕				

Motion approved by a vote of 5-0.

The meeting was adjourned at 9:29 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

ATTACHMENTS:

Exhibit A – Public Comment Received
Exhibit B – Agenda Item 9.2: Staff Presentation
Exhibit C – Agenda Item 8.2: Staff Presentation
Exhibit D – Agenda Item 8.2: Updated Attachment

Exhibit A

From: Raelene Kretchman Thornton <kretch48@gmail.com>
Sent: Wednesday, February 19, 2025 12:16 PM
To: Caroline Patton
Subject: Open Sesion Comments
Attachments: City Counci Meeting 2.25.pdf

Ms Patton Administrative City Clerk,

Please enter this in the records, and it is to be read as comments at the next city council meeting. I have tmed it and it can be read in under 3 minutes. Thank you for your assistance with this matter,

Warmest Regards,

Raelene Kretchman
950 S Bay Hill Rd Banning. CA

City Council Meeting Public Comments 2.25.25

Dear City Council,

I recently reached out to our new Treasurer regarding the city's financial status, and Mayor Pro Tem- Broyce responded with some insights. He stated the Treasurer is currently facing challenges due to a lack of office space and necessary equipment, which is hindering her ability to fulfill her responsibilities effectively. Additionally, he noted a shift in the city's financial situation, as our cash flow has transitioned from $20 million to a $10 million deficit. This raises a concern: why was he able to attain this information and such critical information is not readily accessible to our Treasurer for her financial report to the community at council meetings?

My concerns also extend to the efficiency of our city council meetings. It appears that council members are reviewing discussion items for the first time during these meetings. This lack of prior preparation leads to lengthy sessions that can be difficult to follow. To improve efficiency and coherency, council members should review agenda items in advance and come prepared with thoughtful questions.

Regarding Mr. Shulz's placement on administrative leave as City Manager, residents are seeking clarity on the" indefinite" duration of this leave and its financial implications for the city. There are also questions about the qualifications of the temporary City Manager, especially given his prior lawsuit against the city of Banning for wrongful termination. This situation raises further concerns about whether the city is compensating both the interim city manager and Mr. Shulz, and the financial impact on our community.

I am also concerned about the current Mayor's approach to the removal of critical city positions. Why the urgency? It appears she may be using her authority to settle personal grievances against those who have previously opposed her, which raises significant concerns about transparency. This behavior closely resembles that of the former mayor and is troubling for our community.

In light of the city's financial crisis, marked by the severe deficit and disorganization within the utility department, there is an urgent need for a clear and coherent vision from the City Council on how to address these pressing challenges. The current lack of direction is alarming.

Moreover, I have noticed that Councilwoman Barrington seems primarily focused on issues pertinent to her own district, often occupying a significant amount of time during meetings with her inquiries. This focus raises broader concerns about the overall direction of our leadership.

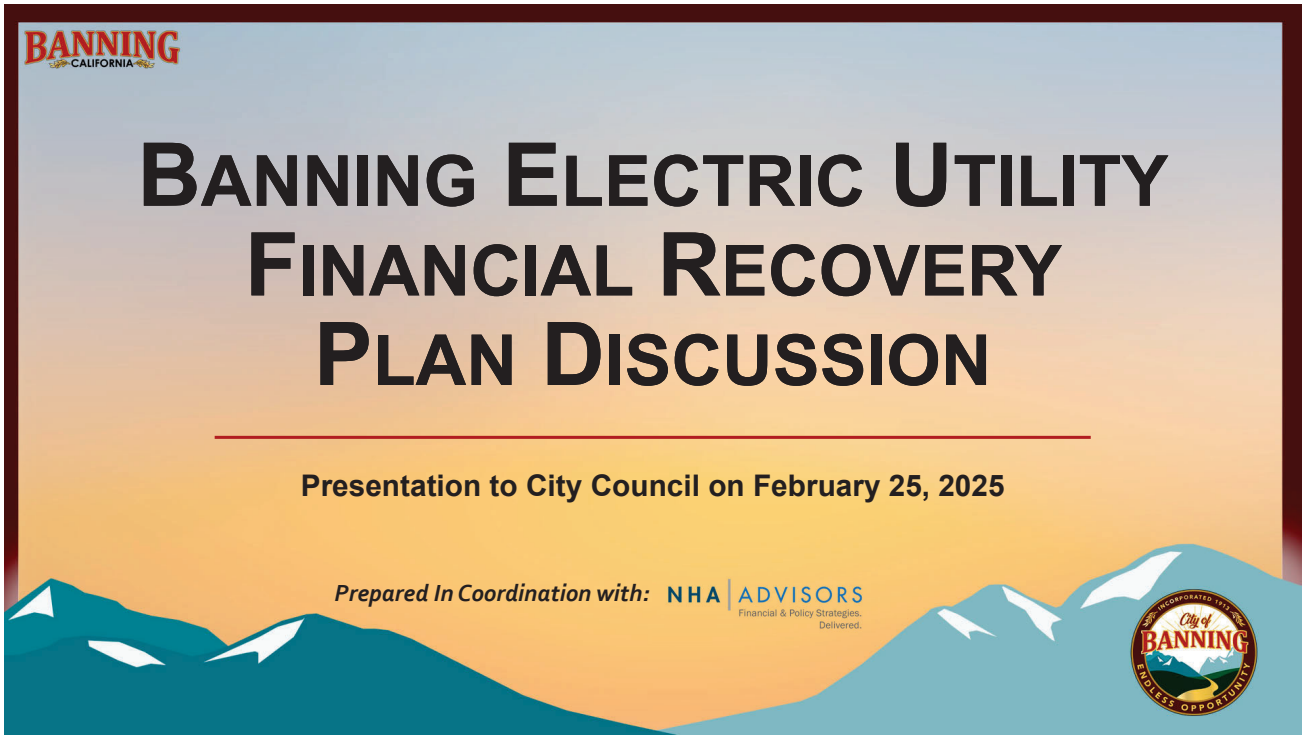
Finally, the ongoing absence of an Animal Shelter appears to stem from the mayor's actions. Since her campaign against Doug Shulz regarding this matter began in 2024, no viable solutions have emerged, currently leaving the issue in the hands of a committee without clear direction.

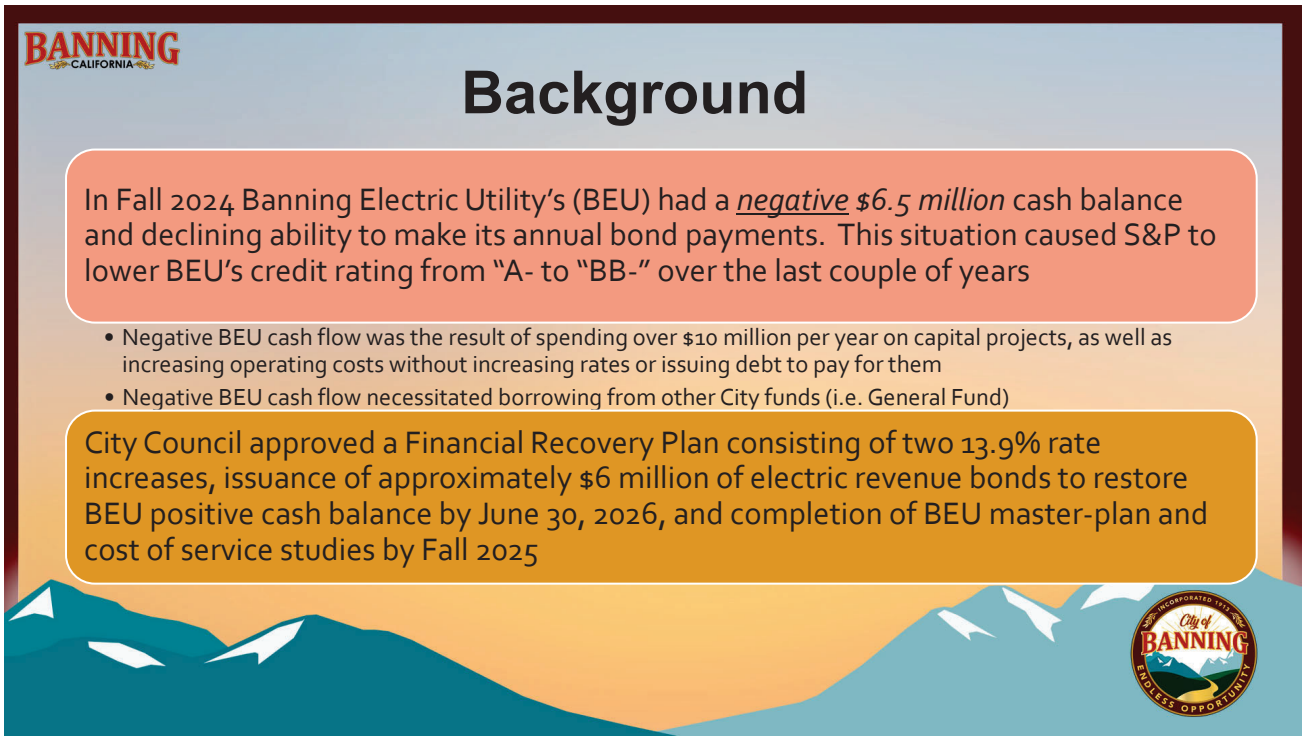
I encourage residents to voice their concerns to the council. It is important that we foster a functional governance structure, as the current dysfunction within the council gives the impression to the citizens that the mayor is the sole voice in discussions, with insufficient collaborative input from other council members.

Thank you for considering these concerns.

Raelene Kretchman
950 S Bay Hill Rd
Banning, CA

Exhibit B


BANNING
CALIFORNIA
BANNING ELECTRIC UTILITY FINANCIAL RECOVERY PLAN DISCUSSION
Presentation to City Council on February 25, 2025
Prepared In Coordination with: NHA ADVISORS
Financial & Policy Strategies. Delivered.
City of BANNING
ENDLESS OPPORTUNITY


BANNING
CALIFORNIA
Background
In Fall 2024 Banning Electric Utility's (BEU) had a negative $6.5 million cash balance and declining ability to make its annual bond payments. This situation caused S&P to lower BEU's credit rating from "A- to "BB-" over the last couple of years
• Negative BEU cash flow was the result of spending over $10 million per year on capital projects, as well as increasing operating costs without increasing rates or issuing debt to pay for them
• Negative BEU cash flow necessitated borrowing from other City funds (i.e. General Fund)
City Council approved a Financial Recovery Plan consisting of two 13.9% rate increases, issuance of approximately $6 million of electric revenue bonds to restore BEU positive cash balance by June 30, 2026, and completion of BEU master-plan and cost of service studies by Fall 2025
City of BANNING
ENDLESS OPPORTUNITY

Two Pathways Available

Option 1

Confirm approved BEU Financial Recovery Plan and proceed with borrowing funds to restore BEU cash balances

Pros

- Lower near-term impact on ratepayers
- Rapidly eases the strain on other City funds from the interfund borrowing

Cons

- Annual debt service costs (approximately $700K annually over a 20-year term)
- Upfront debt issuance costs (~2% of principal)

Option 2

Direct City Staff to eliminate financing component of Recovery Plan and instead evaluate using only rate increases needed to restore BEU cash balances

Pros

- No long-term debt repayment
- No upfront debt issuance costs

Cons

- Higher (potentially significantly higher) BEU rate increases needed to restore cash balances
- Continued strain on other City Funds as long as fund balance remains negative (opportunity cost)
- Further Credit Rating Downgrades

Additional Detail on a Financing Structure

- BEU "BB-" rating likely necessitates direct private placement of debt
  - Sold to a single investor (typically a regional or national bank)
  - Higher, risk-adjusted fixed interest rate; 20-year maximum term
  - Early prepayment allowed (typically after 3 years)
  - IRS Regulations allow tax-exempt bond issuance to fund capital projects
    - However, funding replenishment of cash balances must be sold on a taxable basis which require slightly higher interest rates (6-7% range estimated)
- While not originally contemplated as part of the BEU Financial Recovery Plan, there may also be the option of refinancing and restructuring BEU's existing 2015 Bonds using lower, credit enhanced "AA" rating interest rates to accomplish all or a portion of the Plan's objectives at a lower cost

Next Steps for Option 1

1. Upon City Council direction, City staff will work with NHA to investigate/evaluate the most efficient and effective borrowing of funds approach to accomplishing the goals of the approved BEU Financial Recovery Plan
2. Direct Placement Process takes approximately 2-3 months; Utilizing a more comprehensive approach that may include a full restructuring of the 2015 Bonds could take 3-4 months
3. Either approach will require City staff oversight and one or more future approvals from City Council
4. City can close financing within 1 month of final City Council approval

Questions?

Exhibit C

RESO 2025-30, AWARDING PDB AGREEMENT FOR PHASE 1 – WWTP AND RW UPGRADES

Art Vela, Director of Public Works

February 25, 2025

Background and Purpose

- Wastewater Treatment Plant (WWTP)
  - Dates back to 1925 with major improvements made in the 1950's and early 2000's.
  - Many major components reaching their end of life.
  - Design capacity of 3.6 Million Gallons per Day (MGD); current average flow of 2.1 MGD.
  - Treats to secondary, undisinfected standards
- The Wastewater Treatment Plant and Recycled Water Upgrade Project would result in Title 22 Recycled Water (disinfected tertiary water).

Background and Purpose

- The Project will:
  - Comply with upcoming discharge standards related to Nitrate:
    - Current Nitrate concentration is 29 mg-N/L
    - EPA Max. Contaminant Level standard is 10 mg-N/L
  - Construct a Master Planned facility identified in the City's Integrated Master Plan
  - Provide a source of recycled water and diversification of the City's water portfolio to meet the City's current/future water demands
  - Replace aging infrastructure



Scope of Work (PHASE 1)

- Planning
- Engineering
- Permitting
- Guaranteed Maximum Price (Phase 2)



Scope of Work

- 3.6 MGD Membrane Bioreactor (MBR) Facility
- Reverse Osmosis (RO) facility to meet the Beaumont Basin Maximum Benefit Objectives:
  - Total Dissolved Solids (TDS): 330 mg/L
  - Nitrate: 5 mg-N/L
- Brine drying beds and evaporators
- Replacement of existing mechanical components



Scope of Work

- 3.6 MGD Membrane Bioreactor (MBR) Facility
- Reverse Osmosis (RO) facility to meet the Beaumont Basin Maximum Benefit Objectives:
  - Total Dissolved Solids (TDS): 330 mg/L
  - Nitrate: 5 mg-N/L
- Brine drying beds and evaporators
- Replacement of existing mechanical components

- ALTERNATIVE:
- UTILIZE BLENDING WITH EXISTING WELLS (POTENTIALLY CR-6 WELLS)
- ELIMINATES NEED FOR RO AND BRINE DRYING BEDS AND EVAPORATORS

RFQ/RFP

- March 22, 2024 issued a Request for Qualifications (RFQ)
  - Four firms submitted Statement of Qualifications
  - Evaluation committee shortlisted three firms
- August 9, 2024 issued a Request for Proposal (RFP)
  - Proposals were evaluated and scored
  - Interviews held with all three firms
- AECOM/Lyles Joint Venture scored the highest
- Proposal Price: $3,998,627

Funding – Phase 1

Fund	Account	Amount Funded	Fund Balance
Wastewater Improvement Fund (Impact Fees)	681-8000-454.95-12	$1,000,000	$10,996,116
Tertiary Fund	682-8050-454.95.10	$3,398,490	$8,265,827

Overall Project Funding (Phase 1 and Phase 2)

- RFP include a design to budget approach for a total project budget of $60M
- $25.5M of available cash balance in multiple funds currently planned for allocation
- $25M planned debt financed included in current rate structure
- $16.2M WaterSMART Grant award on January 14, 2025
- Available Budget = $66.7M

Recommendation

- Adopt Resolution 2025-30:
  - Awarding a Progressive Design Build Agreement for Phase 1to AECOM/Lyles JV for the WWTP and RW Upgrades Porject in the amount of $3,998,627
  - Approve a 10% Contingency for a Total Project Budget of $4,398,490

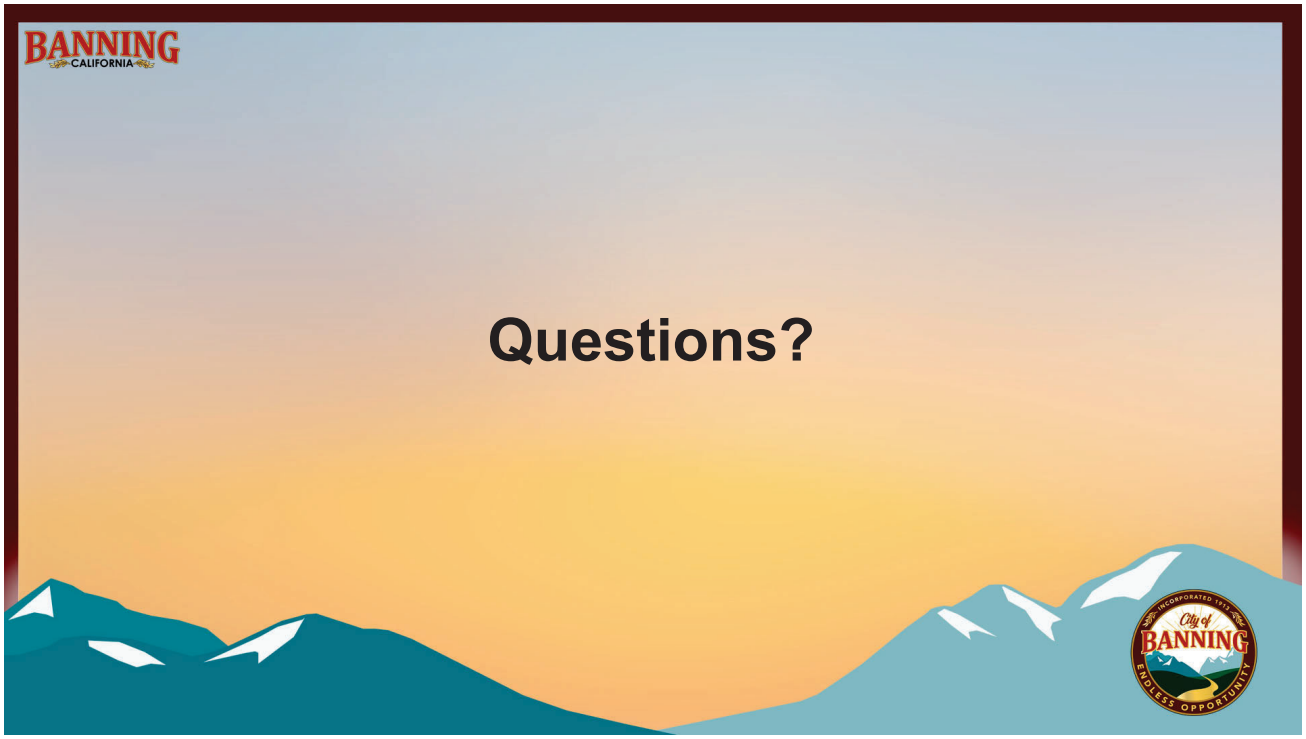

BANNING
CALIFORNIA
Questions?
City of
BANNING
ENDLESS OPPORTUNITY

Exhibit D

City Council - Regular Meeting, February 25, 2025

Agenda Item 8.2, Attachment No. 9: AECOM-Lyles Pricing Proposal Supporting Information

Line Item	Description	Total Cost	Potential Scope Reduction	Revised Cost	Cost Reduction
Task 1	**Design**				
Task 1 ADDER	Adder for RO System and Evaporation Ponds	$0	$0	$309,000	($309,000)
Task 1.1	Preliminary Design Report (PDR)	$320,453		$320,453	$0
Task 1.2	30% Preliminary Design	$717,339	$250,000	$615,074	$102,265
Task 1.3	60% Design Phase	$961,349	$250,000	$818,598	$142,751
Task 1.4	Hydraulic Analysis/ Hydraulic Profile	$54,452		$54,452	$0
Task 1.5	90% Design Phase	$707,110	$50,000	$0	$707,110
Task 1.6	Final Design Phase	$408,878	$150,000	$950,539	($541,661)
	Task 1 Subtotal	**$3,169,581**	**$700,000**	**$2,759,117**	**$410,464**
Task 2	**Cost Estimating**				
Task 2.1	Initial Baseline Cost Model and Updates (5)	$162,787		$162,598	$189
Task 2.2	GMP Development	$117,602	$50,000	$105,754	$11,848
	Task 2 Subtotal	**$280,389**	**$50,000**	**$268,352**	**$12,037**
Task 3	**Meetings & Reports**				
Task 3.1	Kick-off Meeting/Workshop (1)	$56,968	$25,000	$42,934	$14,034
Task 3.2	Progress Meetings and Reports (16)	$156,553	$75,000	$123,563	$32,990
Task 3.3	Project Status Reports (Monthly with Invoice)	$113,807	$100,000	$47,709	$66,098
Task 3.4	Risk Management Workshop (1)	$20,305	$10,000	$18,766	$1,539
Task 3.5	Constructability Review Workshops (2)	$51,971		$47,591	$4,380
Task 3.6	SCADA Development and Scoping Workshops (4)	$63,985		$55,966	$8,019
	Task 3 Subtotal	**$463,589**	**$210,000**	**$336,529**	**$127,060**
Task 4	**Investigation / Support**				
Task 4.1	Potholing and CutIrural Monitoring	$25,397		$24,577	$820
Task 4.2	Topographic Survey	$30,635		$29,954	$681
Task 4.3	Environmental Support ($30,000 allowance)	$30,381		$27,444	$2,937
Task 4.4	Geotechnical Investigation	$123,055		$121,809	$1,246
Task 4.5	Permitting Support and Title 22 and Title 27 (if needed) Eng Reports	$98,520		$96,836	$1,684
Task 4.6	Energy Tax Credits / Incentives	$25,395		$25,009	$386
	Task 4 Subtotal	**$333,383**	**$0**	**$325,629**	**$7,754**
	Phase 1 Total	**$4,246,942**	**$960,000**	**$3,998,627**	**$248,315**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Stephanie Sirls, Transit Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Consideration of Resolution 2025-32, Approving a Purchase Order with A-Z Bus Sales in the Amount of $44,242.61, which includes a 5% contingency, for the Wheelchair Lift Replacement on Transit Bus 243**

RECOMMENDATION:

Adopt Resolution 2025-32.

BACKGROUND:

The City of Banning, under the Public Works Department, owns and operates the Banning Connect Transit System which includes the operation of fixed-route bus services that serve between Banning and Cabazon. Additionally, the Dial-A-Ride division offers curb-to-curb transit services to elderly and disabled citizens residing within the City of Banning.

Unit 243, a 2017 El Dorado EZ Ryder transit bus is having continuous wheelchair lift malfunctions and if left unattended, could lead to increased liability, injury and potential Americans with Disabilities (ADA) violations. Due to the critical nature of this repair, staff obtained three quotes from qualified vendors to replace the existing wheelchair lift with A-Z Bus Sales providing the lowest bid in the amount of $42,135.82.

JUSTIFICATION:

Repairs to Unit 243 are urgently required in order to remain compliant with ADA regulations, prevent injury and to continue to provide safe and reliable transportation service to the City's residents. The Transit Division has limited fixed route buses and while the department is planning to buy four new buses this year, they will not be received until the middle of next year at the earliest. Therefore, it is necessary to get Unit 243 repaired expeditiously in an effort to extend the useful life of the vehicle so that the City can continue to provide essential public transportation services to the City's residents.

FISCAL IMPACT:

Through the FY 2024/2025 Short Range Transit Plan (SRTP), the City has $60,000 in State of Good Repair (SGR) funds available for usage on eligible projects. Replacing the wheelchair lift on Transit Bus 243 will qualify as an eligible expense for SGR reimbursement.

ALTERNATIVES:

Do not approve Resolution 2025-32 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-32, AZ Bus.docx
2. A-Z Quote.pdf
3. Sole Source Form Signed.pdf

RESOLUTION 2025-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PURCHASE ORDER WITH A-Z BUS SALES IN THE AMOUNT OF $44,242.61, WHICH INCLUDES A 5% CONTIGENCY, FOR THE WHEELCHAIR LIFT REPLACEMENT ON TRANSIT BUS 243

WHEREAS, the City of Banning, through its Public Works Department, operates the Banning Connect Transit System, providing essential fixed-route bus services between Banning and Cabazon, as well as Dial-A-Ride services for elderly and disabled residents; and

WHEREAS, Unit 243, a 2017 El Dorado EZ Ryder transit bus, has experienced ongoing malfunctions with its wheelchair lift and due to the critical nature of this repair, staff obtained three quotes from qualified vendors, with A-Z Bus Sales providing the lowest bid of $42,135.82 for the replacement of the wheelchair lift; and

WHEREAS, the replacement of the wheelchair lift is necessary for compliance with regulatory standards, to prevent injury, and to ensure the continued provision of safe and reliable transportation services to the residents of Banning; and

WHEREAS, the City has $60,000 in State of Good Repair (SGR) funds available, which can be utilized for this eligible project, ensuring no adverse financial impact on the City budget.

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

SECTION 1. The City Council hereby approves the Purchase Order with A-Z Bus Sales in the amount of $44,242.61 for the replacement of the wheelchair lift on Transit Bus Unit 243 and authorizes the City Manager, or designee, to execute the Purchase Order and any other documents necessary to complete this transaction.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of March 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney
Interim City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP,

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-32, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of March 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
A-Z Quote

1900 S Riverside Ave Colton
(800) 437-5522 CA 92324
https://www.a-zbus.com/

Quote

#ESTCOL9663

12/19/2024

Bill To
City of Banning
PO Box 998
Banning CA 92220-0007
United States

Ship To
City of Banning
176 E Lincoln St
Banning CA 92220-4962
United States

Expires	Created By	Shipping Method
1/18/2025	2815 Jose Gradilla	

Part Number	Description	Quantity	Units	Rate	Amount
RISSR-2M79032Y00	RAMP, 6:1,32"X70.8", SINGLE-SLOPE	1	EA	$38,687.53	$38,687.53
Freight charge to customer	Freight charge to customer	1	EA	$450.00	$450.00

Subtotal	$39,137.53
Shipping Cost ()	
Tax Total (7.75%)	$2,998.29
Total	$42,135.82

Return Policy : All returns are subject to final approval and 20% restocking fee. Returns must be received within 60 days of original purchase. No returns accepted on special orders.
RMA REQUIRED FOR ALL RETURNS.

Thank you for doing business with A-Z Bus Sales .

This Quote is valid for 30 Days.

SOLE SOURCE/EMERGENCY PURCHASE JUSTIFICATION

Date: 1/29/2025 Dept./Div.: Public Works/Transit Phone: 951-922-3269

Contact: Stephanie Sirls

Vendor: A-Z Bus Sales Inc

Address: 1900 S. Riverside Ave. Colton, Ca 92324 Phone: 951-781-7210

Check reason for sole source/emergency purchase request:

- ☐ **Sole Source:** No other items are known to exist which perform the same function.
- ☑ **Standardization:** The City requires the item(s) to standardize parts, design, quality, etc. (explain in more detail below)
- ☐ **Scarce Commodity:** To procure a commodity that is in critical short supply, such as fuel, potable water, MRE's porta-potties, etc. and the vendor will be out of inventory if the bid process is followed. (This option is not permitted once inventories begin to normalize.
- ☐ **Emergency Protective Measures:** This classification is for extraordinary measures that may be needed when life, public health or improved property are in imminent danger. For instance, during the winter season, the purchase of sand and sand bags would not constitute an extraordinary measure. Purchases of sand and sandbags should be a normal purchase and anticipated before the winter season arrives. An extraordinary protective measure could be the rental of temporary fencing to cordon off structures in imminent danger of collapse.
- ☐ **Emergency Consulting Services:** The procurement is for a technical consulting service of an immediate nature, such as inspection of a heavily damaged structure to determine if a collapse is imminent or inspection of a slope to determine the nature and extent of landslide potential.
- ☐ **Emergency Road Clearance:** Services needed to clear roads to provide access for emergency service vehicles. This is not used for general debris removal.
- ☐ **Other Emergency Requirement:** Purchase necessary for the preservation of life, public health or improved property due to imminent danger. Provide a brief explanation of the immediate problem and include the potential consequences if left unaddressed
- ☐ **Non-Responsive Bids:** Bids were solicited, but no responsive bid has been received from requested bidders. A copy of all bids and a list of other solicited vendors must be attached.
- ☐ **Pre-Existing Contract:** The purchase was made under terms of a pre-existing competitively bid disaster services, materials, or supplies contract.
- ☐ **Patent or Copyright:** The item is patented or copyrighted and vendor has exclusive sales rights.
- ☐ **Legal Monopoly:** The item or product or service of a legal monopoly.
- ☐ **Captive Replacement Part:** The item is a captive replacement part. Use of a generic part will void a warranty, or use of a generic part will require extensive modifications to existing equipment which would be cost prohibitive.
- ☑ **Sole Distributor:** The vendor is the only authorized distributor of this item.

Narrative Justification – Explain the following. Be very precise when filling in this section.

- Describe what is being purchased or rented.
- Describe where the equipment, material or services will be used.

- Specify the immediate hazard or threat that poses imminent danger. (The phase "earthquake damage" is insufficient. Provide detail: "A three story unreinforced masonry building is severely damaged and appears to be in imminent danger of collapse onto the public right of way."
- Describe the minimum acceptable actions that can be taken to reduce or eliminate the hazard i.e., "Install temporary chain link fencing around the structure at a distance of 20 feet from the building."
- Describe consequences if left unaddressed. "The building may collapse injuring bystanders."

Product or service to be purchased or rented:

An ADA compliant replacement wheelchair ramp for transit bus #243 due to the current ramp being inoperable.

Location of product or service use:

The replacement wheelchair ramp will be purchased and installed on transit bus #243 onsite at the City yard.

Specific Hazard or Threat (complete for emergency justification):

The Americans with Disabilities Act requires all transit buses have a working ,ADA compliant wheelchair ramp or lift to ensure passengers with disabilities can safely board and use the bus.

Minimum action to reduce threat (complete for emergency justification):

Purchase and install an ADA compliant, functional wheelchair ramp as soon as possible.

Consequences if unaddressed (complete for emergency justification):

The bus cannot be placed into service without an operable wheelchair ramp as it is a violation of the Americans with Disabilities Act and could result in significant fines, lawsuits and a potential loss of funding. Furthermore, by not placing the bus into revenue service, there is the potential for missed service and passengers being left without transportation to critical services due to a lack of bus availability.

Cost Rationality – The cost of the equipment, supplies or services procured are deemed to be rational by virtue of the following circumstances. Check the appropriate box(es) below. Attach any documentation to support you rational.

- ☐ The prices charged are comparable with the prices paid for similar goods or services within the last 12 months.
- ☑ Using readily available catalogs or price lists, and/or internet sources, it's determined that the cost are reasonable within the circumstances at hand. (Attach copies)
- ☐ The prices paid for the goods or services exceed normative pricing, but the circumstances required their purchase, and only enough of the goods or services were purchased to deal with the specific emergency at hand. All additional purchases of the same goods or services will be made through normal procedures.
- ☐ There are no available sources for market cost rationale due to the above mentioned sole source, non-responsive bids, patent or copyright, legal monopoly and sole distributor classification.

Authorizations:

Dept. Head's Signature: _____ Date: 02/06/2025

Purchasing Officer's Signature: _____ Date: 02/11/2025
Barbara Mason (Feb 11, 2025 21:02 PST)

City Manager's Signature: Robert Fisher _____ Date: 03/05/2025
Robert Fisher (Mar 5, 2025 10:35 PST)

ATTACH TO THE SOLE SOURCE FORM
DETAILED JUSTIFICATION FOR SOLE SOURCE:
(widen text boxes as necessary)

The requestor shall clearly provide:

a. A detailed description of the type of contract to be established;

The purchase of a replacement wheelchair ramp for transit bus #243 due to the current ramp being worn-out and inoperable.

b. A detailed description of services and/or commodities to be provided by the vendor;

The vendor would be selling the City equipment. The equipment would be received and installed by City staff.

c. An explanation of why the recommended vendor is the only one capable of providing the required services and/or commodities and include back-up information to support the justification;

Staff requested quotes from known, local vendors that are authorized distributors of the needed ramp however A-Z Bus Sales not only provided the lowest cost option but are the closest in proximity.

d. The identity of other sources that have been contacted and explain in detail why they cannot fulfill the City's requirements;

Model 1 and RWC were contacted and could fulfill the City's requirements but for a higher cost.

e. An explanation of how the recommended vendor's prices or fees compare to the general market and attach quotes for comparable services and supplies, if available (limited competition);

Vendor	Price
A-Z	$ 42,135.82
Model 1	$ 45,790.60
RWC	$ 45,259.14

f. An explanation of how the City would accomplish this particular task if the recommended vendor could not provide the product or service.

The City could post the project on OpenGov should the vendor not be able to provide the product however doing so would result in a much lengthier process, thus negatively impacting service and the passengers of Banning.

Note: Valid Sole Source justification requires strong technological or strong programmatic justifications

Regarding "C" - Any documentation from the manufacturer or vendor that verifies exclusivity.

PCL XL error

Subsystem: KERNEL

Error: MissingAttribute

Operator: SetFont

Position: 13948

Sole Source Form

Final Audit Report 2025-03-05

Created:	2025-03-05
By:	Stephani Sirls (ssirls@banningca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApvrLvkkbz-qk-RYbyUgbWR6TUwLM2SfY

"Sole Source Form" History

Document created by Stephani Sirls (ssirls@banningca.gov)
2025-03-05 - 6:02:31 PM GMT

Document emailed to Robert Fisher (rfisher@banningca.gov) for signature
2025-03-05 - 6:02:37 PM GMT

Email viewed by Robert Fisher (rfisher@banningca.gov)
2025-03-05 - 6:34:04 PM GMT

Document e-signed by Robert Fisher (rfisher@banningca.gov)
Signature Date: 2025-03-05 - 6:35:12 PM GMT - Time Source: server

Agreement completed.
2025-03-05 - 6:35:12 PM GMT

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Consideration of Resolution 2025-33, Approving the Agreement with Riverside County Children and Families Commission Allowing the City of Banning to Provide Swim Lessons Scholarships to Eligible Children Under the Age of Five**

RECOMMENDATION:

Adopt Resolution 2025-33.

BACKGROUND:

The Riverside County Children and Families Commission provides services through First Five California to support and optimize early childhood development for children prenatal to the age of five. The funding for these programs and services were established and provided beginning in 1998 through the California Children and Families Act (Proposition 10). One of the First Five California service areas through their mission is to provide programming that emphasizes children's health and drowning prevention programs like Learn to Swim programs are an avenue to deliver this service.

The Riverside County Children and Families Commission would like to partner with the City of Banning Parks and Recreation Department by offering up to 100 scholarships for eligible children 6 months of age through 5 years of age. The term of the agreement would be from April 1, 2025 through June 30, 2026. In the 2025 aquatic's season, the Banning Parks and Recreation Department would allow eligible registrants to participate in this program within the existing swim lessons program and schedule. Depending on participation levels, the department may create additional swim lessons sessions in the 2026 aquatic season specifically for this program. There is no added cost to the City by offering these programs and all programs costs will be reimbursed through the funds provided through this agreement.

The scholarship program will provide swim lessons to eligible children ages six months to five years, with priority given to families eligible for public assistance, those who have experienced near drowning, or those at risk for drowning, as well as families served by First 5 Riverside County Funded agency. Lessons will be offered on a first come first served basis to families that meet one or more of the following criteria:

- Children served by a First 5 Riverside County funded agency.
- Children who have experienced a near drowning or who are at a greater risk for drowning (ex. child lives near an open body of water)
- Children of families eligible for public assistance including but not limited to:
    - CalWorks
    - CalFresh
    - Medi-Cal
    - WIC

- Quality Start Riverside County CAPP/RHAP
- Other Criteria as approved by First 5 Riverside County that define eligibility

Participating children must be at least six months old to enroll. Priority enrollment will be given to children that are high risk for drowning: those living in a home with access to a pool, have a family member with a pool, infants/toddlers, children who have experienced a near drowning and children involved in the child welfare system.

JUSTIFICATION:

The agreement with Riverside County Children and Families Commission will provide scholarships to eligible children in the community that might otherwise be unable to participate and without participation in drowning prevention and learn to swim programs could put them at risk for accidental drowning and negative health impacts.

FISCAL IMPACT:

All programming costs incurred by the City for the swim lessons associated with the agreement will be completely reimbursed by the provided scholarships. There is minimal staff time associated with reporting as the City of Banning will be responsible to provide demographic information and results to the Riverside County Children and Families Commission along with reimbursement requests on both a monthly and quarterly basis.

ALTERNATIVES:

Do not adopt the resolution and provide alternate direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-33, RivCo Swim Lessons.docx
2. Draft_CF25117 Banning Drowning Prevention AATF.pdf

RESOLUTION 2025-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE AGREEMENT WITH RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION TO ALLOW THE CITY TO PROVIDE SWIM LESSONS SCHOLARSHIPS TO ELIGIBLE CHILDREN UNDER THE AGE OF FIVE

WHEREAS, the Riverside County Children and Family Commission is an assembly of Commissioners appointed by the Riverside County Board of Supervisors responsible for directing Proposition 10 funds; and

WHEREAS, Proposition 10 established First 5 California and supports and optimizes early childhood development programs that emphasize child health and other services and programs for children prenatal through age 5; and

WHEREAS, one program area that serves the First 5 California mission and the health and safety of children under the age of 5 are drowning prevention programs like learn to swim programs; and

WHEREAS, Riverside County Children and Family Services Commission has funding available for swim lessons program for children under 5 years of age; and

WHEREAS, The City of Banning Parks and Recreation Department offers a variety of healthy, affordable, and safe activities in the Repplier Park Aquatic Center; and

WHEREAS, one of those program offerings are swim lessons for children 6 months to 5 years of age; and

WHEREAS, The City of Banning Parks and Recreation Department can provide swim lessons for First 5 California eligible participants; and

WHEREAS, The Riverside County Children and Families Service Commission would like to enter into a contract to provide up to 100 swim lessons for children under the age of 5 with the City of Banning Parks and Recreation Department.

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

SECTION 1. The City Council approves the contract with Riverside County Children and Families Commission for the Investment of Funds for a 15-month term for a maximum reimbursement amount of Five Thousand, Five hundred dollars and no cents ($5,500.00).

SECTION 2. The City Council authorizes the City Manager or his designees to make non-substantive changes and to execute the contract with Riverside County Children and Families Commission on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of March, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, Interim City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-33, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of March, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Agreement with Riverside County

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
585 Technology Court
Riverside, California 92507

RCCFC AWARD:	**CF25117**
CONTRACTOR:	**City of Banning**
CONTRACT TERM:	**04/01/2025 – 06/30/2026**
MAXIMUM REIMBURSABLE AMOUNT:	**$5,500**

The CONTRACTOR designated above is hereby certified for an investment of funds in an amount not to exceed $5,500

Compensation: The maximum reimbursable amount over the life of the Contract for Investment of Funds (hereinafter the "Contract") shall not exceed **DOLLARS**, **($5,500),** as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10, to provide services and results as set forth in Attachments A, B, C and D attached hereto as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, COMMISSION and CONTRACTOR have executed this Contract.

Authorized Signature for COMMISSION:	**Authorized Signature for CONTRACTOR:**
Tammi Graham Executive Director	Robert Fisher, Interim City Manager and Authorized Signatory
Date Signed:	Date Signed:
585 Technology Court Riverside, CA 92507-2423	99 East Ramsey Street Banning, CA 92220
APPROVED AS TO FORM SIGNATURE:	
Kristine Bell-Valdez Supervising Deputy County Counsel	
Date Signed: 03/04/25	
ATTEST SIGNATURE:	
Lynn M. Stephens Executive Assistant IV	
Date Signed:	

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

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Terms and Conditions

1. NOTICES

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after deposit in the United States mail, postage prepaid:

COMMISSION:	**CONTRACTOR:**
Tammi Graham Executive Director First 5 Riverside County 585 Technology Court Riverside, CA 92507	Robert Fisher Interim City Manager 99 East Ramsey Street Banning, CA 92220

Or to such other address as the parties may hereafter designate in writing.

2. SOURCE AND SCOPE OF CONTRACT

A. This Contract award is valid and enforceable only if sufficient funds are available to the COMMISSION from Proposition 10 tax dollars for the total term of the Contract. It is mutually agreed that if the State does not appropriate sufficient Proposition 10 funds, this Contract shall be amended to reflect any reduction in funds.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the State of California, which may affect the provisions, terms, or funding of this Contract in any manner.

C. This Contract award is designated for an investment of funds to provide services to address Child Health & Development, Quality Early Learning or Resilient Families in accordance with the current COMMISSION Strategic Plan. Services are to be provided to benefit children 0 through 5 years of age (may also be abbreviated as “0-5”) who reside in Riverside County.

3. DEFINITIONS

Terminology included within the Terms and Conditions of the Contract are defined by the Riverside County Children & Families Commission as stated below:

Commission: The Riverside County Children & Families Commission, an assembly of Commissioners appointed by the Riverside County Board of Supervisors, which is responsible for establishing policy and directing Proposition 10 funds at the County level.

Contractor: The government or other legal entity to which the Contract is awarded and which shall be accountable to the Commission for the use of funds provided.

County: The Riverside County Children & Families Commission, the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

Data Management System: An online data management system used to collect and analyze client demographics, services, and target accomplishments.

Executive Director: The designated lead director of the Commission.

Fiscal Year: The Commission’s fiscal year is July 1 through June 30.

Performance Target: The specific results that a CONTRACTOR will commit to achieving as outlined in the Scope of Work.

Performance Target Accomplishment Schedule: The specific timeline that a CONTRACTOR will commit to adhere to achieving specific results as outlined in the Scope of Work.

Probationary Status: CONTRACTOR is given notice of non-compliance after failing to correct deficiencies and has been placed in a status that may require additional monitoring, announced and unannounced visits, additional reporting by CONTRACTOR, an evaluation by COMMISSION staff and a report to the COMMISSION inclusive of recommendations regarding the disposition of the Contract.

Scope of Work (SOW): A documented qualitative and quantitative description of the project deliverables (i.e, what the CONTRACTOR is funded to do).

4. TERM

The term of this Contract shall be from **04/01/2025** through **06/30/2026** unless terminated sooner by the provisions herein by either party. Funds shall not be automatically renewed by the COMMISSION upon or after the term of the Contract except by formal amendment approved by the COMMISSION.

5. COMPLIANCE, DISALLOWANCE, WITHHOLDING

If CONTRACTOR fails to comply with any conditions contained within this Contract, the COMMISSION may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the COMMISSION if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR'S Executive Director or other lead staff authorized by the CONTRACTOR'S governing board or ownership within twenty (20) working days.

6. TERMINATION

A. By COMMISSION: The COMMISSION may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, the CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. Termination for cause:

a. Due to Default or Breach of Contract. Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the COMMISSION may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless COMMISSION provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to COMMISSION'S satisfaction.

b. Due to Health and Safety Concerns of Clients. The COMMISSION may immediately terminate this Contract, at the sole discretion of the COMMISSION when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. The Contract may also be immediately terminated at the sole discretion of the COMMISSION if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.

c. Due to Non-Appropriation. It is mutually agreed that if either the federal or state budget of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no

further force and effect. In this event, the COMMISSION shall have no liability to pay any funds whatsoever to the CONTRACTOR or to furnish any other considerations under this Contract and CONTRACTOR shall not be obligated to perform any provisions of this Contract. If funding for any fiscal year is reduced or deleted by the federal or state budgetary process for purposes of this program, the COMMISSION shall have the option to either cancel this Contract with no liability occurring to the COMMISSION or offer a Contract amendment to CONTRACTOR to reflect the reduced amount.

d. Due to Non-Compliance. Termination may occur if CONTRACTOR fails to provide the COMMISSION with any reports, data and information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days after the date of written notice by COMMISSION to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the COMMISSION may move forward with termination of the Contract.

e. Without Cause. COMMISSION may terminate this Contract without cause upon thirty (30) days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

B. By CONTRACTOR: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the COMMISSION.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 funds shall ONLY be used to supplement a CONTRACTOR'S program. The COMMISSION endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the COMMISSION. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports (PPR), utilization of the COMMISSION developed reporting systems and Administrative Review formats and required training(s) to familiarize and implement the results-based accountability framework. The COMMISSION continues to refine its evaluative processes that will assist the COMMISSION, its CONTRACTORS and the community to successfully increase and measure the impact of the Proposition 10 in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include but are not limited to, the development of outcomes for programmatic performance, standards for service delivery, and assessment tools.

9. SCOPE OF WORK (SOW)

A. CONTRACTOR will be required to submit and adhere to a SOW approved by the COMMISSION and attached to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative

and quantitative description of program(s) objectives to be achieved in connection with Proposition 10 funding.

B. The SOW (Attachment A) will be amended each fiscal year of the Contract Term to confirm or adjust specific qualitative and/or quantitative targets for the respective year.

C. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31st of each fiscal year. Requests for these types of SOW adjustments must be submitted to the COMMISSION office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized COMMISSION personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the COMMISSION Executive Director (or designee).

D. SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type of customer or numbers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the COMMISSION Executive Director (or designee), via the COMMISSION'S Contracts & Grants Analyst assigned to the CONTRACTOR. The COMMISSION Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the COMMISSION office. Final approval of any proposed revisions to the SOW shall require the written approval of the COMMISSION Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the COMMISSION Executive Director and/or the COMMISSION.

E. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the COMMISSION Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the COMMISSION to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by COMMISSION action. Reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the SOW and methodology contained in Attachment A as determined by the COMMISSION. The COMMISSION shall allocate the funds to CONTRACTOR as follows:

A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget attached hereto.

B. All funds will be distributed as detailed in the attached Payment Provisions, attached hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the data management system by CONTRACTOR on a monthly basis with input completed and submitted by the 20th of the month following Contract performance for expenditures occurring in the 1st, 2nd and 3rd quarters of the fiscal year (July through March). Fiscal expenditures occurring in the 4th quarter (April, May and June) will be required to be input into the data management system on earlier modified due dates to support COUNTY internal deadlines and external audit requirements. These due dates will be communicated to CONTRACTOR through the COMMISSION'S

Contracts and Grants Analyst assigned to the CONTRACTOR. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year-end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the second quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due as described in paragraph one of this section. All reimbursement costs not submitted at the time of the Final Fiscal Expenditure Report will be disallowed.

Payment information, including amount, payment reduction or payment withheld may be obtained by the CONTRACTOR via the data management system.

B. Program Reporting

As requested by COMMISSION, CONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of CONTRACTOR'S services or to provide information about CONTRACTOR'S program. CONTRACTOR shall report program and demographic data on participants, where appropriate, service and outcome data with measurement tools approved by COMMISSION. CONTRACTOR shall enter data (quantitative and qualitative) in the evaluation database system designated by COMMISSION. CONTRACTOR shall submit complete data, in accordance with the SOW.

C. Monthly Reporting

CONTRACTOR shall input and submit program data into the COMMISSION'S data management system on a monthly basis and input must be completed by the 20th of the month following Contract performance. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. The due date for program data submitted in the 4th quarter (April, May and June) may be modified by COMMISSION as required to meet internal COUNTY and State reporting deadlines. Modified due dates will be communicated to CONTRACTOR through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Any changes that occur with program data input must be reported to COMMISSION staff and adjusted within the data management system before the end of the Quarter following the change.

Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30th, as reported in the January 30th report). A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program Progress Report (PPR) responsibility.

D. Quarterly and Annual Reporting

CONTRACTOR shall submit Program Progress Reports (PPR) which includes quarterly and year-to-date progress on actual achievement of performance targets compared to projected achievements as detailed in the SOW and other data collection information as requested by the COMMISSION. The PPR shall include narrative information on lessons learned, course corrections, client success stories, sustainability and public awareness/policy change activities for the quarter. CONTRACTOR is required by the COMMISSION to complete and submit Program Progress Reports electronically via the COMMISSION'S data management system.

For each reporting period, CONTRACTOR shall provide the COMMISSION with a Program Progress Report within thirty (30) calendar days from the end of the reporting period. In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Quarterly Program Progress Reporting due dates for each Contract period are as follows:

- QUARTER 1 (July 1 – September 30): Report Due October 20
- QUARTER 2 (October 1 – December 31): Report Due January 20
- QUARTER 3 (January 1 – March 31): Report Due April 20
- QUARTER 4 (April 1 – June 30): Report Due July 11 (Final Cumulative Program Progress Report), Quarter 4 due date may be modified by COMMISSION as necessary to meet County and/or State reporting deadlines.

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due October 20th of the current fiscal year.

CONTRACTOR agrees that failure to submit reports as specified will be sufficient cause for the COMMISSION to withhold any payment due until reporting requirements have been fulfilled.

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If CONTRACTOR has been overpaid in the previous fiscal year, the COMMISSION will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, all funds received from the COMMISSION, upon request of the COMMISSION, where such funds as determined by the COMMISSION are not or have not been utilized by CONTRACTOR for purpose as intended by the COMMISSION. The terms and conditions of reimbursement shall be at the sole discretion of the COMMISSION. This provision is not terminated upon termination of this Contract.

13. COMMISSION FISCAL REQUIREMENTS

A. Budget Revisions

A Budget Revision Form may be submitted by the CONTRACTOR to the COMMISSION to modify budget line(s) of the approved budget. The request must indicate the proposed line item change, the budget as amended applying the requested change, a written justification for each requested change, and signed by an authorized representative. The request cannot result in any alteration or degradation to the program services and performance targets as specified in this Contract.

The COMMISSION Executive Director (or designee), on behalf of the COMMISSION, has the authority to approve or deny the request, provided that the modification does not deviate from the original intent of the Contract or increase the total Contract amount. CONTRACTOR is limited to two (2) budget revisions per fiscal year.

The CONTRACTOR must submit any Budget Revision Forms to the COMMISSION or designee no later than **March 31st** of the fiscal year.

B. Amendments

Necessity for budget amendments to this Contract will be determined by the COMMISSION Executive Director (or designee) and may include, but are not limited to, Contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the COMMISSION Executive Director acting on behalf of the COMMISSION, as provided herein before such amendments are effective. Major budget amendments, as determined by the COMMISSION Executive Director, in consultation with County legal counsel, will require formal approval of the COMMISSION. Contract budget amendments shall be considered until March 31st of each fiscal year.

C. Cost Allocation Plan

CONTRACTOR shall have or will establish a Cost Allocation Plan (CAP) to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR'S CAP must be approved by CONTRACTOR'S appropriate governing body and submitted with the executed Contract.

A CAP is defined as a written summarization that documents the methods and procedures CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if <u>any</u> of the conditions below are met:

a. Funded staff members share time between a COMMISSION funded program and one or more other grant funded program.

b. A single-funded staff member shares time between two or more COMMISSION funded programs.

c. The same facilities and/or resources are utilized by more than one funded program.

D. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries and benefits. For the purpose of this Contract, operational expenses, capital expenses, and subcontractor costs are **<u>excluded</u>** from the indirect cost calculation.

2. Indirect cost percentage rate included in the Budget, to this Contact, shall not exceed ten percent (10%) calculated against the salaries and benefits expenses only.

3. Indirect costs shall be based on the CONTRACTOR'S official governing board approved CAP. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass-through is defined as those instances where the CONTRACTOR forwards funds obtained from the COMMISSION to a subcontractor and the COMMISSION maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR'S funded program more than once. The COMMISSION will not pay for subcontractor indirect costs as part of the CONTRACTOR'S budget.

E. Revenues Received

All revenue received by the CONTRACTOR (except funds received from the COMMISSION) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

F. Payroll Taxes

The COMMISSION shall not be directly responsible for the payment of any taxes on the CONTRACTOR'S behalf. In the event that the COMMISSION is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the COMMISSION for the full value of such paid taxes plus interest and penalty, if any. Taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

G. Payor of Last Resort

CONTRACTOR shall obtain funding through sources other than the COMMISSION to provide services or support to participants whenever possible.

In cases where a participant is qualified for benefits from another source (such as Medi-Cal, Healthy Families, federal or state-funded programs, personal insurance, etc.), costs relating to services provided to that participant must be paid for by the primary payor first. Only the costs not covered will be allowable under this Contract. CONTRACTOR must provide written verification upon request.

14. CONTRACTOR AUDIT REQUIREMENTS

A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of annual audited financial statements to the COMMISSION covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR'S fiscal year and will include a report on internal controls over financial reporting and on compliance and other matters in accordance with Government Auditing Standards. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.

B. Audited financial statements are to be submitted to the COMMISSION Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR'S fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date, and an extension has not been granted, the audited financial statements shall be considered delinquent, and immediate corrective action will be initiated. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the COMMISSION has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all COMMISSION costs incurred in obtaining an independent audit. The cost of the audit will be

applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

A. Inventoriable equipment includes equipment or fixed assets with a unit cost of one thousand dollars ($1,000.00), or more, or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e., computer processing unit, keyboard, monitor) total one thousand dollars ($1,000.00) or more. Inventoriable equipment derived from approved purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

B. The CONTRACTOR shall inventory and report all equipment purchases meeting this criterion on the COMMISSION Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the COMMISSION'S Contracts and Grants Analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to the COMMISSION'S data management system and made available as requested during the COMMISSION staff site visits. The CONTRACTOR understands that they are liable for all damages and/or loss resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR and/or employees, agents, subcontractors, and/or collaborating partners.

C. Any materials and supplies purchased by CONTRACTOR with Proposition 10 funds with a value of less than one thousand dollars ($1,000.00) will be used for children ages 0 through 5 years of age by another of the CONTRACTOR'S programs serving this population or returned to the COMMISSION. If CONTRACTOR is no longer serving this population, all remaining items will be returned to the COMMISSION within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR'S control or ownership that was acquired or improved in-whole or in-part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the COMMISSION and CONTRACTOR, where the original cost exceeded one thousand dollars ($1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the SOW for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the SOW; or (2) disposed of and proceeds paid to the COMMISSION in a manner that results in the COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR'S out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

A. In furtherance of the foregoing, if the COMMISSION selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of this Contract. This provision shall survive termination or expiration of this Contract and shall be actionable at law or in equity by the COMMISSION against CONTRACTOR and its successors in interest.

B. In the event the COMMISSION selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the

COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the COMMISSION-funded activities. The Comprehensive Tobacco Control Policy, as attached hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in Termination of Contract.

A. CONTRACTOR shall comply with all applicable state and/or federal laws, regulations, or requirements during the term of the Contract.

B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations, or requirements.

C. CONTRACTOR shall obtain and maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.

D. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of the intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days of the event.

E. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but not limited to, the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.

F. CONTRACTOR shall notify the COMMISSION Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR'S ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of learning of such a condition.

G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the COMMISSION Executive Director all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to COMMISSION Executive Director a copy of the response sent to the governing entity.

H. CONTRACTOR shall immediately notify the COMMISSION in writing upon the intent to file or filing of any action of bankruptcy.

I. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where

such litigation may interfere with the ability of CONTRACTOR to perform its duties under this Contract and where the COMMISSION is not a party to such litigation.

J. CONTRACTOR shall immediately notify the COMMISSION in writing upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

K. CONTRACTOR shall provide a grievance policy system to the COMMISSION, through which participants of services shall have an opportunity to express views and complaints regarding the delivery of service. Grievance procedures must be posted prominently in English and Spanish at service sites for participants to review.

19. RECORDS MANAGEMENT AND MAINTENANCE

A. The CONTRACTOR shall make reports to the COMMISSION in the required format and containing information as required by the COMMISSION.

B. The CONTRACTOR shall provide additional reports or information if required by the State or the local COMMISSION that was not reasonably anticipated at the time the Contract was entered into.

C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period **and** submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract.

This requirement includes:

a. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports; and

b. Submission of the Program Progress Report on a quarterly basis.

D. CONTRACTOR shall retain such reports and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by rescission or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.

E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).

F. Where medical records and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.

G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR'S staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given to the COMMISSION during meetings involving COMMISSION members, staff, finance or COMMISSION Advisory Committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the COMMISSION in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING, AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

A. COMMISSION representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. Administrative Review visits will occur at a minimum of two (2) times per Fiscal Year for the duration of the Contract Term. During the Administrative Review visits, CONTRACTOR representatives **must** be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the COMMISSION staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR'S place of business or at such other mutually agreeable location in the County of Riverside, State of California.

B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

C. CONTRACTOR shall reimburse the COMMISSION for all direct and indirect expenditures incurred in conducting an audit or investigation when CONTRACTOR is found in violation of the terms of the Contract. Reimbursement for such costs will be withheld from any amounts due to CONTRACTOR.

D. When additional information (i.e., receipts, paperwork, etc.) is requested of the CONTRACTOR as a result of any audit or monitoring, CONTRACTOR must provide all information requested by the deadline specified by the COMMISSION. Failure to provide the information by the specified deadline will subject the CONTRACTOR to the provisions of Contract section: COMPLIANCE, DISALLOWANCE, and WITHHOLDING.

22. GOVERNING LAW AND VENUE

A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.

B. This Contract, its construction, and interpretation as to validity, performance, and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.

D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

A. The COMMISSION holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that COMMISSION does not enter into or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may

not look to the COMMISSION for any payment, liability, or assistance in the remedy of any actual or alleged breach.

B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. All subcontractor(s) shall conform to all requirements of the COMMISSION and any Contract between the CONTRACTOR and the COMMISSION.

C. The CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in the paragraph above; and

4. Within a three (3) year period preceding this Contract, has had one or more public transaction (federal, state, or local) terminated for cause or default.

D. The CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the CONTRACTOR.

E. The CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this Contract insofar as they are applicable to the work of subcontractors.

F. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

A. Upon signing this Contract, CONTRACTOR shall publicize funded program and partnership with the COMMISSION by creating a press release to be distributed to local media outlets. The press release shall be sent to COMMISSION for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by COMMISSION Public Information Specialist, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact COMMISSION Public Information Specialist.

B. CONTRACTOR shall include the following acknowledgment of the COMMISSION and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to COMMISSION funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the COMMISSION attribution shall be one of the following:

"Made possible by funding from First 5 Riverside County"

"Funded by First 5 Riverside County"

"Funded by First 5 Riverside County - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside County"

"Financiado por Primeros 5 Riverside County"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside County"

"Funded in part by First 5 Riverside County - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County"

"Financiado parcialmente por Primeros 5 Riverside County - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (i.e., buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTOR shall contact the COMMISSION'S Public Information Specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

C. The approved First 5 Riverside County logo (graphic) shall be used on materials specific to the COMMISSION funded program. CONTRACTOR shall use the approved First 5 Riverside County logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside County graphics attribution standard as posted on the COMMISSION public website (www.First5Riverside.org).

D. CONTRACTOR shall provide the COMMISSION staff and COMMISSION Public Information Specialist a copy of all public information/relations products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.

E. The COMMISSION'S Public Information Specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the COMMISSION policies. Policies will be available on the COMMISSION public website (www.First5Riverside.org).

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the COMMISSION. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

A. The COMMISSION shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract

is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the COMMISSION.

B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the COMMISSION. The COMMISSION will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

Pursuant to the Affordable Care Act section 1557 (42 U.S.C. section 18116), during the performance of this Contract, CONTRACTOR shall not, and shall also require and ensure its subcontractors, providers, agents, and employees to not cause an individual, beneficiary, or applicant to be excluded on the grounds prohibited under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or subject to any other applicable State and Federal Laws, from participation in, be denied the benefits of, or be subjected to discrimination under, any health program or activity offered through the California Department of Health Care Services. This Contract hereby incorporates by reference the provisions of Title 2, California Code of Regulations, Section 11105 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, California Code of Regulations, Section 11105 et seq. and further agrees to include this Non-Discrimination clause in all subcontracts to perform services under this Contract.

28. CHILD ABUSE REPORTING

CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency and/or to the appropriate Child Protective Services agency. This responsibility shall include:

A. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of employment, acknowledging reporting requirements and compliance with them;

B. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency;

C. Provision of or arrangement of training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

29. DEPARTMENT OF JUSTICE CLEARANCE

CONTRACTOR shall obtain from the Department of Justice (DOJ), records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment, or volunteers, for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

CONTRACTOR must have on file for review upon request a signed statement verifying Department of Justice clearance for all appropriate individuals.

30. ADULT AND ELDER ABUSE REPORTING

The CONTRACTOR shall provide documentation of a policy and procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Contract report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq. Suspected incidents of abuse should be immediately reported to the COUNTY, followed by a written report within two (2) working days.

31. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the CONTRACTOR and the COMMISSION. The CONTRACTOR, nor CONTRACTOR'S officers, agents, employees or subcontractors, shall not be entitled to any COMMISSION paid employee benefits, including Workers' Compensation.

32. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless COMMISSION, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to in this section as the "COUNTY") from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives under this Contract. CONTRACTOR shall defend the COUNTY at CONTRACTOR'S sole expense, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), the COUNTY in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at sole cost, have the right to use counsel of choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to the COUNTY as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

In the event there is a conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

A. If CONTRACTOR is a public entity, as defined by applicable law, the COMMISSION and CONTRACTOR, to the extent that liability may be imposed on the COMMISSION by the provisions of Government Code Section 895.2, shall be liable for acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the COMMISSION or CONTRACTOR'S, employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the COMMISSION and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause insurers to do likewise.

B. CONTRACTOR agrees to indemnify the COMMISSION for all federal/state withholding or state retirement payments, which the COMMISSION may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the COMMISSION in carrying out the terms of the Contract, such indemnification shall be paid in full to the COMMISSION upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.`

33. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. Pertinent to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars ($1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross-liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insureds. Policy limit of liability shall not be less than two million dollars ($2,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than one million dollars ($1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. The policy shall name the COUNTY as Additional Insured.

Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Contract, with a limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has

maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue as long as the law allows.

General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement or a particular insurer, such waiver is only valid for that specific insurer and only for one (1) policy term.

2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds five hundred thousand dollars ($500,000) per occurrence such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the COUNTY and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention with respect to this Contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and/or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) working days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR'S insurance carrier(s) policies does not meet the minimum notice of requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a thirty (30) day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration or reduction in coverage, this Contract shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsement and if requested, certified original policies of insurance including all endorsements and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. If during the term of this Contract or any extension thereof there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the SOW; or this Contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage currently

required herein, if in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
8. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to immediately notify COUNTY in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

Adjustment and/or Waiver of Requirements:

The COMMISSION Executive Director (or designee), in consultation with the COUNTY'S Risk Manager, may adjust the insurance requirements set forth herein as deemed necessary for the Contract, and/or may waive insurance requirements where not applicable to the Contract. Insurance endorsements shall be submitted to the COMMISSION upon submission of the fully executed Contract, but no later than when contract work commences.

34. ASSIGNMENT

This Contract shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of the COMMISSION, as approved and authorized by formal action of the COMMISSION.

35. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. Oral understandings of Contract not incorporated herein shall not be binding on any of the parties hereto. As provided herein, the COMMISSION Executive Director, acting on behalf of the COMMISSION, may alter or revise this Contract on behalf of the COMMISSION. Material alterations and/or amendments, as determined by the COMMISSION Executive Director in consultation with County legal counsel, will require formal approval of the COMMISSION. Except as provided herein, the parties expressly recognized that individual COMMISSION members, COMMISSION Advisory Committee members, or staff to the COMMISSION is without authorization to either change or waive any material requirements of this Contract without formal action of the COMMISSION.

36. CONFLICT OF INTEREST

CONTRACTOR shall have no economic interest and shall not acquire any economic interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.

37. WAIVER AND SEVERABILITY

Any waiver by the COMMISSION of any breach or default hereof by CONTRACTOR shall be deemed to be a waiver of any preceding or succeeding breach or default hereof, and no waiver shall be operative unless the same shall be in writing. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall remain in full force and effect without being impaired or invalidated in any way.

38. DISALLOWANCE

In the event CONTRACTOR receives payment for services under this Contract, which is later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall

promptly refund the disallowed amount to the COMMISSION upon request. The COMMISSION retains the option to offset the amount disallowed from any payment due to the CONTRACTOR under this Contract, or under any other Contract between CONTRACTOR and the COMMISSION.

39. OFFICIAL DOCUMENTS

Upon the Contract approval by the COMMISSION, and full execution of the Contract by COMMISSION and CONTRACTOR, one (1) fully executed copy will be sent to the CONTRACTOR. Such copy shall be the officially approved Contract for the conduct of the approved project.

40. ENTIRE CONTRACT

This Contract, inclusive of all attachments and exhibits, constitutes the entire Contract between the parties. Any modifications to the terms of this Contract shall be by the provisions detailed in the Section entitled "Alteration and/or Amendment" herein.

41. NONEXCLUSIVE CONTRACT

CONTRACTOR understands that this is not an exclusive Contract and that the COMMISSION shall have the right to negotiate with and enter into Contracts with others providing the same or similar services as those provided by CONTRACTOR as the COMMISSION desires and at the sole discretion of the COMMISSION.

42. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT

CONTRACTOR certifies that the individual signing herein has authority to execute this Contract on behalf of CONTRACTOR and may legally bind CONTRACTOR to the terms and conditions of this Contract and any attachments hereto.

43. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action against CONTRACTOR, whether the COMMISSION be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and the COMMISSION.

44. CONFLICTS IN INTERPRETATION

In the event of a conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the attachments hereto, the provisions of the attachments in the Contract shall prevail over those in numbered sections.

45. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts

among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

ATTACHMENT A: SCOPE OF WORK

Contractor: City of Banning

Program: Drowning Prevention

Contract #: CF25117

Term: 04/01/2025 – 06/30/2026

Program Overview:
The City of Banning Parks and Recreation Department, Aquatics Division, offers a variety of healthy, affordable, and safe aquatic activities at its public pool. The Aquatics Division serves both the city and the surrounding community, with the pool open during the summer months starting on Memorial Day Weekend.

These swim lessons are kept small, with a maximum of six students per class, ensuring minimal distractions—an essential factor for young learners. The classes are taught by certified lifeguards and follow American Red Cross skill standards, with a focus on fostering a lifelong love of swimming while promoting water safety. Instructors teach essential drowning prevention and intervention skills. The program's goal is to reduce drowning incidents by equipping children with the knowledge and skills needed to stay safe in and around water. This initiative is unique in that it includes infants and toddlers.

SOW Details:

The City of Banning is a key partner in providing swim lessons to children ages six months to five years, with priority given to families eligible for public assistance, those who have experienced near drowning, or those at risk for drowning, as well as families served by First 5 Riverside County Funded agency.

Lessons will be offered on a first come first served basis to families that meet one or more of the following criteria:

- Children served by a First 5 Riverside County funded agency.
- Children who have experienced a near drowning or who are at a greater risk for drowning (ex. child lives near an open body of water)
- Children of families eligible for public assistance including but not limited to:
    - CalWorks
    - CalFresh
    - Medi-Cal
    - WIC
    - Quality Start Riverside County CAPP/RHAP
    - Other Criteria as approved by First 5 Riverside County that define eligibility

Participating children must be at least six months old to enroll.

Priority enrollment will be given to children that are high risk for drowning: those living in a home with access to a pool, have a family member with a pool, infants/toddlers, children who have experienced a near drowning and children involved in the child welfare system.

Targets: Annual Aggregate

On a quarterly basis, City of Banning will report the demographic information for each child who completes a swim lesson series funded by First 5 Riverside County by pool location and date of first lesson. The demographic information to be collected for each child will include:

1. The number of children who complete swim lessons:
    1. Child's age (6 months - 3 years) or (3 years - 5 years)
    2. Primary language spoken at home
    3. Child's ethnicity
    4. City of residency
    5. Zip Code residency
2. The number of children receiving refresher lessons
3. The number of families that received drowning prevention educational materials
4. PPR Activities and Accomplishments (Section 1 of 3)
5. PPR Challenges and Course Corrections (Section 2 of 3)
6. PPR Success Story Section 3 of 3)

ATTACHMENT B: BUDGET

Budget Start Date: 04/01/2025

Budget End Date: 06/30/2026

Total Amount: $5,500

City of Banning **04/01/2025 - 06/30/2026**		
Category	**Description**	**Amount**
Operational Expenses	Swim Lesson Scholarship 100 lessons $55	**$5,500.00**
SUBTOTAL:		**$5,500.00**

ATTACHMENT C: PAYMENT PROVISIONS

A. FISCAL

The maximum amount reimbursable over the life of this Contract shall not exceed **$5,500** for the duration of the Contract period as awarded by the Riverside County Children and Families Commission, also known as First 5 Riverside County, (hereinafter the "COMMISSION" or "COUNTY"), provided pursuant to the California Children and Families Act of 1998, also known as Proposition 10.

CONTRACT PERIOD: **04/01/2025 – 06/30/2026**

1. Method, Time, and Schedule Conditions of Payment
   a. The COMMISSION will disburse funds on a reimbursement payment process based on the Contract Budget (Attachment "B") amount for the applicable fiscal year and monthly report submissions. Payment will be rendered thirty (30) business days from submission of all required documentation and/or the reporting deadline.
   b. Disbursement of any payment of funds to CONTRACTOR shall be made so long as all of the following conditions have been met:
      1. The Contract has been approved by the COMMISSION;
      2. The Contract has been fully executed by all parties;
      3. All applicable licenses to comply with the terms of the SOW are current and valid; and
      4. The CONTRACTOR submits monthly itemized invoices, via the data management system to include the supporting documentation separated by a cover sheet in front of each expense category. Documentation shall include; payroll register or report, time & activity report and/or, timesheets, statement of costs, copy of invoice or receipt, mileage report(s), copy of check(s) or proof of payment; and
      5. COMMISSION staff has reviewed and approved Cost Allocation Plan (if applicable).
   c. Under special circumstances, CONTRACTOR may request advance disbursements. A supplemental disbursement request along with justification must be submitted, in writing, to the Executive Director or designee.
   d. The COMMISSION Executive Director, or designee, reserves the right to withhold or reduce disbursement of funds if CONTRACTOR fails to 1) comply with monthly and/or quarterly reports by the indicated due date as set forth in Section 11 of the Contract; 2) if results achieved are not as projected and no COMMISSION approved plan is in place for improvement; or 3) if the CONTRACTOR is not in compliance with any provision contained within this Contract.
   e. The final funding period amount approved for the applicable fiscal year will be paid based on final expenditures as of June 30th, and reported as of the final deadline to submit program expenditures defined in Section 11. Fiscal and Program Reporting Requirements, A. Fiscal Reporting. Expenditures made after June 30th will not be accepted.
2. Allowable Costs

   Funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the Budget.

   a. Such specified expenditures will be further limited to those that are considered both reasonable and necessary as determined by the COMMISSION. CONTRACTOR agrees COMMISSION may recover any payments for services or goods, including rental of facilities, which were not reasonable and necessary, or which exceeded the fair market value. The

recovery shall be limited to payments over and above reasonable or fair market amounts and any costs of recovery.

b. The reasonable and allowable reimbursement rate for use of motor vehicles, travel expenses and food are based on the current IRS allowable rate.

c. Contractor shall obtain approval for all overnight travel and out of State travel as it relates to services provided in this Contract. Reimbursement as it relates to pre-approved travel will be based on the Federal allowable rate. Request must be submitted in writing thirty (30) days in advance of travel date and travel must be approved in advance by COMMISSION management.

ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

As a material condition of the Contract, the CONTRACTOR shall agree that the CONTRACTOR and the CONTRACTOR'S employees, while receiving funding from the COMMISSION:

1. Shall not use tobacco products while using the CONTRACTOR'S property e.g., vehicle, equipment; and
2. Shall not sell, offer, or provide tobacco products on CONTRACTOR 'S premises; and
3. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds; and
4. Shall assure that the CONTRACTOR and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and
5. Shall make a reasonable effort to divest of all investments in companies that derive fifteen percent (15%) or more of revenues from tobacco.

The COMMISSION may terminate for default or breach of this Contract and any other Contract the CONTRACTOR has with the COMMISSION, if the CONTRACTOR or CONTRACTOR'S employees, are determined by the COMMISSION Executive Director (or designee), not to be in compliance with the conditions set forth herein.

If the CONTRACTOR or CONTRACTOR'S employees are determined by the COMMISSION Executive Director (or designee) not to be in compliance with the conditions set forth herein, the COMMISSION may terminate for default or breach of this Contract and any other Contract the COMMISSION has with the CONTRACTOR.

In instances where the CONTRACTOR is part of a larger entity, and where the entity has an investment policy set by governance officials other than the CONTRACTOR, and the CONTRACTOR is not directly involved in such investment decisions, CONTRACTOR agrees to the provisions herein as required in the programs and activities under the direct control of the CONTRACTOR to the satisfaction of the COMMISSION Executive Director (or designee). Activities of the larger entity other than investment decisions, which are not under the direct control of CONTRACTOR, shall not be considered to be in violation of CONTRACTOR'S activities pursuant to the policy.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**David Newell, Community Development Director**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Consideration of Resolution 2025-34, Approving a Sole Source Agreement for Professional Services with Willdan Engineering, Inc. for (1) Building and Safety Services in an Amount Not to Exceed $426,000 for Six Months and (2) Planning Services in an Amount Not to Exceed $151,000 for Nine Months.**

RECOMMENDATION:

Adopt Resolution 2025-34.

BACKGROUND:

The Community Development Department, which includes the Building & Safety, Fire Prevention and Planning Services Divisions, manages the land use entitlement and construction permitting process for development projects in the City, including new projects and improvements to existing developments. For the last five years, the City has augmented its services with contractual staff in this Department to support the demand for new development and growth, as demonstrated by the rise in population during the same time.

Building & Safety Services:
In 2019, after a request for proposals and procurement (RFP) process, the City contracted with Willdan Engineering, Inc. (Willdan) to provide staffing and support services for the Building and Safety Division (C00608). The services provided by Willdan include building permit processing, all building and landscape plan check reviews, building and landscaping inspections, and other staffing services as needed for this Division. Based on current needs, Willdan provides the three on-site, fulltime staff (building official, permit technician and building inspector) and has increased or decreased the on-site staffing based on the City's staffing fluctuations. Currently, the Building & Safety Division has three fulltime employees (Building Inspector and (2) Permit Technicians) and there have been challenges filling the other two allocated positions (Building Official and Senior Building Inspector).

The Willdan contract was approved by City Council with subsequent amendments as follows:

- 9/24/19 - City Council adopted Resolution 2019-122 approving the agreement for three years and for a total amount not to exceed $1,470,960
- 1/25/22 - City Council adopted Resolution 2022-09, amending the agreement and increasing the contract sum to $2,185,862.50 for the three year term
- 2/28/23 - City Council adopted Resolution 2023-44, amending the agreement to extend contract through 6/30/24 and increase the contract sum to $2,797,862.50
- 2/27/24 - City Council adopted Resolution 2024-37, amending the agreement to extend contract through 9/23/24 and increase the contract sum to $3,267,862.50

- 6/25/24 - City Council adopted Resolution 2024-104, amending the agreement to extend the contract through 3/31/25 and increase the contract sum to $4,167,862.50

The contract with Willdan is set to expire on March 31, 2025, unless the proposed amendment is approved for the requested 6-month period.

Planning Services:

In 2020, the City contracted with Romo Planning Group, Inc. (RPG) to provide planning services and augment staffing in the Planning Division. These services were to assist with managing several land use entitlement applications and the day-to-day functions of the Planning Division, including zoning and project review, environmental analysis, and other typical functions that were needed to manage the large amount of work that is required of the Planning Division. On August 8, 2020, the City Council adopted Resolution 2020-106 and authorized the contract for a five year period for an amount not to exceed $510,000. Subsequent amendments were approved, authorizing the contract to ultimately extend through August 25, 2025 and not exceed $1,155,000. While the City hasn't utilized the services authorized under this agreement in recent months, staff reached out to RPG in January to seek staff support services and was notified the company would no longer be available to provide services to the City.

The Planning Division currently has three full-time staff members (Associate Planner, Project Coordinator and a recently hired Assistant Planner). The Planning Manager recently resigned to take a promotional opportunity with another City, so there is a need to augment services in the Planning Division and provide project management of land use applications and the general plan update, conduct planning and zoning reviews and inspections, and support other functions of the Division.

Due to its current relationship with Willdan, Staff requested a proposal from Willdan's Planning Services team to augment its Planning Services and they provided a proposal to provide this support immediately.

To minimize service disruptions beyond March, the Community Development Department is proposing a sole source agreement with Willdan to provide both Building and Safety and Planning Services. The sole source agreement would provide these services for six to nine months which would allow additional time for City staff to issue an RFP and solicit services to respond to the City's continued demand for Planning and Building and Safety Services.

JUSTIFICATION:

It is common practice for jurisdictions to contract with third party contractors to provide plan check review services to provide timely and efficient services and ensure the necessary expertise is utilized for applying applicable codes for the varying types of projects that are constructed in a City or County. The fees for these services generally are paid by application review fees.

The additional on-site staffing ensure the Department provides responsive and efficient service to the business and development community and can generally be covered by application fees, although Community Development Departments generally require subsidy from the General Fund due to application fee subsidies that are often made as a policy decision during the adoption of the fee schedule. The City is currently undergoing a fee study and will be presenting the results of this study in the coming months to the City Council.

Willdan has demonstrated to provide competent and professional services and has the capacity to assist the City with its current needs.

FISCAL IMPACT:

The requested services were budgeted as part of the 2024/2025 budget and will not exceed previously budgeted amounts. The estimated costs for the contract term are as follows: Building and Safety Services not to exceed $426,000 and for Planning Services not to exceed $151,000.

The Building and Safety Division services will be paid out of the Division's Contract SVC-Professional / Professional Services Account (GL 001-2700-442.33-11) which has a balance of $510,299.25. This account is current on invoice payments through January 2025 and is estimated to have a remaining balance of $368,299.25 (when assuming $71,000 monthly invoices - a safe estimate based on prior invoices that have been lower - from Willdan for February and March).

The Planning Division services will be paid out of the Division's Contractual SVC-Professional / Planning Services Account (GL 001-2800-441.33.41), which has a balance of $152,946. There are no outstanding invoices payable from this account.

ALTERNATIVES:

Provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-34, Willdan Sole Source.docx
2. C01133 - Willdan - Staff Augmentation Building & Safety and Planning.pdf
3. 2019 Agreement (C00608) with WILLDAN ENGINEERING
4. Willdan FY 24-25 Rate Increase
5. Willdan Sole Source.pdf

RESOLUTION 2025-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A SOLE SOURCE PROFESSIONAL SERVICES AGREEMENT (CONTRACT NO. C01133) WITH WILLDAN ENGINEERING, INC FOR STAFF AUGMENTATION FOR BUILDING, SAFETY, AND PLANNING STAFFING SERVICES IN AN AMOUNT NOT TO EXCEED $577,000

WHEREAS, the City of Banning, CA ("City") Community Development Department ("Department"), which includes the Building & Safety, Fire Prevention and Planning Services Divisions, manages the land use entitlement and construction permitting process for development in the City, including new projects and improvements to existing developments; and

WHEREAS, in 2019, the City Council adopted Resolution 2019-122, approving a Professional Services Agreement (PSA C00608) with Willdan Engineering, Inc. to augment Building and Safety services in the Department and has approved subsequent amendments to increase funding and extend the contract through March 31, 2025; and

WHEREAS, in 2020, the City Council adopted Resolution 2020-106, approving a Professional Services Agreement with Romo Planning Group, Inc. to augment Planning Services in the Department, and has approved subsequent amendments to increase funding and extend the contract through August 25, 2025; however, in February 2025, Romo Planning Group notified the City that services would no longer be provided; and

WHEREAS, in February 2025, at the Department's request, Willdan Engineering, Inc. has (1) confirmed they can continue providing Building and Safety Services consistent with the existing agreements and (2) provided a proposal for augmenting the City's Planning Services; and

WHEREAS, on March 11, 2025, the City Council considered the sole source agreement with Willdan Engineering, Inc. for these services at a public meeting.

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

SECTION 1. The City Council approves the sole sourced professional services agreement with Willdan Engineering, Inc. for Staff Augmentation for Building, Safety, and Planning Services in an amount not to exceed $577,000 through December 31, 2025.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes and execute the sole sourced professional services agreement with Willdan Engineering, Inc. on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of March, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, Interim City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-34, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of March, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Willdan Sole Source Agreement

AGREEMENT FOR PROFESSIONAL SERVICES (C01133) FOR STAFF AUGMENTATION FOR BUILDING, SAFETY, AND PLANNING SERVICES BY AND BETWEEN CITY OF BANNING AND WILLDAN ENGINEERING

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Willdan Engineering, a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by a Request for a Proposal for the performance of the services for Staff Augmentation for Building, Safety, and Planning Services and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Patrick Johnson	Director – Building and Safety

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement.

Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

1.15 Debarment or Suspension.

Consultant represents and warrants that, as of the Effective Date of this Agreement, Consultant is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Consultant shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Consultant and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the debarment of contractors. If Consultant or any subcontractor becomes debarred or suspended during the Term of this Agreement, Consultant shall immediately notify City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Five Hundred Seventy-Seven Thousand Dollars ($577,000.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to

unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through December 31, 2025, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising

from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All

sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the

provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other

relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: David A. Newell City's Contract Officer City of Banning 99 East Ramsey Street Banning, California 92220 Email: dnewell@banningca.gov
With a courtesy copy to:	John Pinkney, City Attorney Slovak, Baron, Empey, Murphy, & Pinkney LLP 74774 Highway 111 Indian Wells, California 92210 Email: pinkney@sbemp.com

If to Consultant: Attn: Patrick Johnson
Director – Building and Safety
Willdan Engineering
2401 E. Katella Ave., Ste 300
Anaheim, CA, 92806
Email: pjohnson@willdan.com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Robert Fisher, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Slovak, Baron, Empey, Murphy, & Pinkney LLP

John Pinkey Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Staff Augmentation for Building, Safety, and Planning Services prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

February 25, 2025

David A. Newell, AICP
Community Development Director
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Subject: Planning Staff Augmentation Services

Dear David:

Pursuant to your recent inquiry, I wish to confirm that Willdan can and would be most pleased to provide on-call planning staff augmentation services to assist with general planning services for the city's Planning Division. As a company founded on the principles of serving public agencies, Willdan understands the cities' and counties' requirements for professional planning services and outstanding customer service. Providing on-call technical support to cities and counties is a key component of Willdan's services and has been a cornerstone service for the firm since our inception. Willdan offers a team filled with dedicated and respected professionals along with a support team of experienced land use planners, environmental planners, historic planners, engineers, construction managers, landscape architects, and CDBG/HOME specialists. All our staff members have served in public agencies prior to joining Willdan and understand municipal government.

Our team's past assignments include staffing city/county planning departments, preparing and processing entitlement applications – conditional use permits, zone variances, tentative maps, design reviews, plan checks and general plan and zoning code amendments. Cities have used our planners to accomplish advanced planning tasks for community planning, specific plans, area plans and policy documents, ordinances, public engagement activities, public meetings, and interagency collaboration.

The Willdan Advantage

- **Know-How to Move Projects Forward.** Willdan planners incorporate our clients' plans, direction, and goals with technical know-how – and will bring that expertise to the City of Banning. Many of our Willdan Planners provide design review and plan checking services for many of our client cities. No matter where Willdan planners work, they easily adapt to the community's challenges and priorities.
- **Large Company with Boutique-Company Approach.** We have the resources of a large company and are staffed by individuals who respect our clients' unique needs. Every Willdan employee seeks to understand each Cities' goals, policies, and practices, not only from what is written in their General Plans and Development Codes, but also how those goals and policies have been applied over time. When our planners need technical support, Willdan has additional in-house discipline resources to cover almost every aspect of a planning project from engineering to municipal financing to energy conservation. However, when the need arises, we have existing relationships with a myriad of specialty subconsultants we can call upon to fill that need.
- **Staff Quality and Longevity.** Willdan recognizes that our employees are our most important resource. We provide them with professional development, flexibility, challenge, active listening, and recognition of the strengths they bring to our team. Our employees are committed to finishing clients' projects, especially the long-term ones and those that have been tabled and come back to life.

Mr. Ted Lopez will serve as Senior Planner for your on-call planning needs. He would work directly under your supervision and would be primarily responsible for assisting in the day-to-day management and operations of the Planning Division, as well as other additional related planning assignments and duties, including, but not limited to managing advanced/complex development projects, design review, entitlement processing, plan check, and processing ADU applications. Mr. Lopez is available up to 24 hours a week with a 3-day work schedule. Mr. Lopez's services would be billed at $160.00/hr. which is a fully burdened or "all-inclusive" billing rate. He is immediately available to assist.

Mr. Salvador Lopez Jr. will serve as the main point of contact throughout the on-call current planning contract. He can be reached by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, City of Industry, CA 91746; by office phone at (562) 364-7600; by cell phone at (626) 831-1133; or by email at slopez@willdan.com.

Our proposal demonstrates the advantages Willdan's team brings to this on-call contract and how your firm can benefit from having Willdan as an integral part of your team. Willdan is the right firm with the right resources and the right experience to provide on-call planning consulting services to the City of Banning. We look forward to the opportunity.

Respectfully submitted,

Willdan Engineering

Salvador Lopez Jr.
Director of Planning

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require 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 of this contract."
>
> **Date**_____ **Signature**_____

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the scope tasks ("Tasks") at the following rates as attached as Exhibit C-1:

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

WILLDAN

Expedited plan review will be billed at 1.35x of our rate. Over-time inspections will be billed at 1.5x of our rate.

SERVICE PROVIDED	HOURLY RATE
Building Official Services	$145
Plan Review Services	$130
Inspection Services	$ 95
Permit Technician Services	$ 70

Effective date July 1, 2024

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the direction of the City's Community Development Director.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3

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PROFESSIONAL SERVICES AGREEMENT (C00608)

FOR BUILDING AND SAFETY PLAN CHECK & LANDSCAPE DESIGN REVIEW SERVICES

By and Between

THE CITY OF BANNING

and

WILLDAN ENGINEERING,

a California corporation

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AGREEMENT FOR PROFESSIONAL SERVICES (C00608) FOR BUILDING AND SAFETY PLAN CHECK & LANDSCAPE DESIGN REVIEW SERVICES BY AND BETWEEN CITY OF BANNING AND WILLDAN ENGINEERING

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day of: 9/25/2019 by and between the **CITY OF BANNING, a municipal corporation** ("City") and **WILLDAN ENGINEERING, a California corporation** ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties.".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids (RFP No. 19-045), the performance of the building and safety plan check & landscape design review services prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate to building and safety plan check & landscape design review. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in

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performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

This Agreement shall, in addition to the Scope of Services provided in Exhibit "A", include the Request for Proposal or Invitation for Bids ("Contract Documents"), which are incorporated herein by this reference as though fully set forth herein. This Agreement shall also include the Consultant's accepted bid proposal ("Accepted Bid"), which is attached hereto as Exhibit "A-1" and incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of the Contract Documents shall govern over the Accepted Bid, and the terms of this Agreement shall govern over both the Contract Documents and the Accepted Bid.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against all such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

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1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer (as defined in Section 4.3, infra) to the Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1, infra), and/or (ii) the Schedule of Performance, (as defined in Section 3.2, infra), and which written order is approved in writing by the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section 1.8 shall not apply to services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desk, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

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1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit "C". The total compensation, including reimbursement for actual expenses, shall not exceed ONE MILLION, FOUR HUNDRED AND SEVENTY THOUSAND, NINE HUNDRED AND SIXTY DOLLARS ($1,470,960.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded, unless Additional Services are approved per Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in Exhibit "C", provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in Exhibit "C".

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-consultant expenses if an approved sub-consultant pursuant to Section 4.5, and only if specified in Exhibit "C". The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Exhibit "C". By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

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City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-consultant labor, supplies, equipment, materials, and travel properly charged to the services.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in Exhibit "A" and incorporated herein by this reference. When requested by the Consultant, extensions of the time period(s) specified in Exhibit "A" ("Schedule of Performance") may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, as set forth in Section 1.8, above.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to

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unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8, above. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, with the option to extend for two (2) additional years. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. COORDINATION OF WORK

4.1 Principals of Consultant.

The following representatives and personnel of Consultant (Principals) are hereby designated as being the Principals of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Patrick Johnson, PE, CBO, Director of Building and Safety

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and sub-consultants, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-consultant of Consultant, Consultant shall, immediately upon receipt of a written reassign notice from City which requests such a reassignment, reassign such person or persons.

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4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent Consultant of City and shall remain at all times as to City a wholly independent Consultant with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

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Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

$1,000,000 per occurrence for bodily injury and property damage

$1,000,000 per occurrence for personal and advertising injury

$2,000,000 aggregate for products and completed operations

$2,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of $1,000,000 per claim/occurrence and $1,000,000 policy aggregate.

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In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

If this Agreement continues for more than three (3) years duration, or in the event the City Manager or his/her designee determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager, or his/her designee.

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.

Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its Council members, officers, officials, employees and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

5.2 General Requirements.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the Schedule of Performance for the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

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If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.

2. Insurance must be maintained and evidence of insurance must be provided for at least three years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a three-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of three years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

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If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the subcontractor.

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or

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relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require sub-consultants to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or

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will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, sub-consultants and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, revise or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-consultants shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or sub-consultants, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or sub-consultant of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City in writing should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for

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admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any payment amount of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iii) all payments due or that become due to Consultant during the period that Consultant or any of its subcontractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 5.2, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to

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be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Not Applicable ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section 7.9 for termination for default of Consultant. The City reserves

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the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Exhibit "A-1" or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as provided in Section 7.3.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

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8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-consultant without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street,

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Banning, CA 92220 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
Doug Schulze 9/25/2019
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
Laurie Sampson 9/25/2019
5857F664F42A405...

Laurie Sampson, Date
Acting Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Serita Young 9/25/2019
F3821C827AF84EF...

Serita Young Date
Assistant City Attorney

CONSULTANT

DocuSigned by:
Patrick Johnson 9/25/2019
30D19243F8B45C1...

NAME: Patrick Johnson DATE
TITLE: Director - Building & Safety

NAME: DATE
TITLE:

95-2295858
Tax ID No.

Address:
2401 E. Katella Ave., Suite 300 Anaheim, CA 92806

Two signatures are required if a corporation

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EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following services in connection with providing building and safety plan check & landscape design review services prepared in connection therewith:

Consultant services – Consultant will provide personnel to act under the direction and supervision of the Community Development Director and the City's Building Official/Development Services Manager, in executing the scope of services referenced herein, and on behalf of the City.

A. Building & Safety Services

These positions are responsible for all Building and Safety Services, counter assistance, permitting and development activities, inspection, and public inquiries, including, but not limited to:

1. Front counter support (City Hall) – Current City Hall hours are 8:00 a.m. to 5:00 p.m., Monday through Friday; however, City Hall business hours are subject to change. The Consultant shall include provisions for schedule change; subject to advanced and proper notice to the Consultant.
2. Building inspection – Field hours are 7:00 a.m. to 5:30 p.m., Monday through Friday.
3. Building permits and plan check/processing. Current City Hall hours are 8:00 a.m. to 5:00 p.m., Monday through Friday; however, City Hall business hours are subject to change. The Consultant shall include provisions for schedule change subject to advanced and proper notice to the Consultant.
4. Building Permit Plan Review Services; which include, but are not limited, to Building, Structural, Electrical, Plumbing, Mechanical, and Green Codes, ADA accessibility, grading, drainage, civil (streets, sewer, water, recycled water, and gas). Plan check shall also include the review and verification of compliance in Best Management Practices (BMP's) and NPDES storm water compliance (the City operates under the Municipal Storm Water (MS) – 4 permit under the Colorado Regional Water Quality Control Board (CRWQCB), located within the Whitewater watershed. At this time, fire code plan review will continue to be performed by Calfire. The consultant shall also include coordination with Banning Electric Utility (BEU) in compliance with the City's electric utility services.
5. Plan check monitoring/permit issuance for grading, building, electrical, mechanical and plumbing work, etc.
6. Inspection services for Structural, Electrical, Plumbing, Mechanical, and Green Codes, ADA accessibility, grading, erosion control, etc.
7. Monitor and respond to client/applicant/resident's inquiries, provide excellent customer service and resolve complaints to the greatest extent possible, under the supervision of the Building Official and Community Development Director.
8. Accept and respond to Public Records Act (PRA) request under the supervision of the City Clerk or her designee and the Community Development Director.

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9. Review and update the Building/Safety Procedures Manual.
10. Assist with permit audits from WRCOG, RCA, TUMF, and other external agencies as applicable.
11. Manage and issue permits associated with construction and demolition debris recycling; including, but not limited to asbestos and other applicable Hazardous Materials related matters.
12. Assist in Building Code enforcement and abatement; including stop work orders, permit suspension, and coordination with the Code Enforcement Department. **NOTE: Banning Code Enforcement Department is now under the supervision, direction, and management of the Banning Police Department (Chief Matthew Hamner).**
13. Prior preparation for and participation in the Planning Divisions' development review and Preliminary Application Committee (PAC) review process and procedures. During the periodic meetings, cases are reviewed by members of the Planning, Building, Engineering, Public Works, Fire, and Utility divisions of the City, and comments are given to the applicant's project team.
14. Prepare statistical reports, as needed, on permit issuance metrics for the City's Executive Management Team.
15. Responsible for the maintenance of building and permit records, including the preparation of permit and related documents for storage and/or imaging.

B. Landscape Design Review and Plan Check Related Services

1. Review Landscape Plan Cover Sheet and Title Block.
2. Review, plan check, and provide both written and redline corrections to customers Preliminary and Final Landscaping Plans ("working drawings") for commercial industrial, residential, and civic developments.
3. Consultant shall review both Preliminary and Final Landscape Plans concurrent with state law and local water efficiency landscape rules and ordinances.
4. Review, redline and/or approve Landscape Irrigation Plans (per the Banning Municipal Code), IA standards, and ET requirements.
5. Review, redline and/or approve Landscape Planting Plans (per Banning Municipal Code), WUCLOS & Sunset zones, and proper planting location.
6. Review, redline and/or approve Landscape Irrigation Details and Specifications. Landscape Planting Details and Specifications.
7. Verify Maximum Allowable Water Allowance (MAWA). "California Friendly" planting palette.
8. Review, redline and/or approve plans are aligned with the City of Banning Landscape Guidelines and Standards.

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9. Verify Maintenance Responsibility.

10. Review, redline and/or approve line of sight conditions (lines to be prepared by Civil Engineer).

11. Verify consistency with other planned improvements.

12. Verify Irrigation System is designed with velocities less than 5 feet per second (FPS) or 7 fps brass/copper.

Service	**Time frame for Delivery**
Major plan check	10 calendar days
Subsequent plan checks	5 calendar days
Minor plan checks and single story homeowner additions	3 days if submitted into plan check or over the counter during a designated time period each day
Building inspection	The following working day if request is received before 2 PM
Grading plan check	10 calendar days
Subsequent grading plan checks	7 calendar days
Grading Inspection	The following working day if request is received before 2 PM
Preliminary Landscaping Review	10 calendar days for Preliminary (Conceptual) Landscape Plans
Final Landscape Plan Review (i.e., "working drawings)	14 calendar days for Final Landscape Plans
Assistance at the public counter	Immediately during City Hall hours
Return of phone calls	Within 24-hours of receipt
Monthly statistical accounting	Completed at the end of each month

C. Included Duties, Responsibilities, and Information

The consultant shall be responsible to ensure that all other Building and Safety duties and follow-up – not specifically mentioned in the table above – are performed in a timely and responsive manner.

The consultant shall be responsible to ensure all personnel assigned to the City of Banning have sufficient on-going training to perform their assigned duties. The consultant will be required to assist the City in any ISO audits that arise during the contract term. The consultant will also be required to furnish at least two copies of the latest adopted building code, including one copy to the City Clerk for the official City record and to keep those materials up to date. Consultant is advised that Section 15.12.010 of the municipal code states that no building permit fees are required for city owned buildings.

Consultant shall provide staff that are assigned to be at the City full-time, are customer-service oriented, and have experience with successfully managing multiple tasks, assignments and responsibilities. Consultant will ensure that it has assigned personnel – with contact and coverage

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information clearly communicated to the City – that are required to be available to respond to emergency situations that may require Building and Safety services at times when City Hall is closed for business.

The City is in the process of scanning and digitizing the catalog of old building plans and permits with the goal of maintaining only electronic versions of plans for projects that have been completed. There is a significant backlog of this material. Consultant will be required to utilize a City-provided scanner to scan copies of every plan in the catalog and attach the scanned files to the appropriate parcel in the land management software. This process must be completed during the first two years of the contract. In addition, Consultant will be required to obtain electronic copies of "As-Built" plans at the completion of each project and attaching the electronic files to the parcel in accordance with the City's records retention policy.

I. CITY PROVIDED OFFICE SPACE AND EQUIPMENT

The City will provide only the following office space and equipment for use in performing building and safety services:

1. Use of office space at City Hall that is approximately the same square footage and configuration currently occupied by the Building & Safety Division
2. Use of approximately four (4) City office phones
3. Use of office furniture
4. Use of approximately four (4) City network computers with scanners
5. Copier, Scanner, Fax, filing, and other required office support as deemed reasonable by the Community Development Director; including consistent with the City's adopted Budget).

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EXHIBIT "A-1"
CONSULTANT'S PROPOSAL
(pages 3-11)

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Key Personnel

We recognize that the City's departmental workload fluctuates. Willdan hires professionals in three categories – full-time, modified full-time, and part-time. Part-time staff may work up to 40 hours per week. Our proposed staff are qualified registered engineers, architects and ICC certified plans examiners, building and public works inspectors. All services will be provided from our local San Bernardino office, with additional resources employed company-wide as necessary. No subcontractors will be employed for these services to the City.

Name/Title	Registrations/Certifications	Qualifications
Management/Plan Review		
Patrick Johnson, PE, CBO *Director/ Building Official*	▪ Civil Engineer, California No. CE#67960 ▪ Civil Engineer, Arizona No. 50435 ▪ Civil Engineer, Colorado No. 43704 ▪ ICC Plans Examiner ▪ ICC Building Inspector ▪ ICC Building Official	**On-Call Building Official Services**
James Barrett, CBO *Project Manager*	▪ ICC Building Official ▪ ICC Building Inspector	**Project Manager**
Brian Gumpert, CBO *Sr. Plans Examiner*	▪ ICC Building Official ▪ ICC Building Inspector ▪ ICC Plans Examiner ▪ ICC Commercial Plumbing Inspector ▪ ICC Residential Plumbing Inspector ▪ ICC Plumbing Inspector ▪ IAPMO Plumbing Inspector ▪ IAPMO Mechanical Inspector	**Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Daren Raskin, PE *Supervising Plan Check Engineer/Plan Check Manager*	▪ California Professional Engineer, CE#57577 ▪ ICC Plans Examiner	**Building plan review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial.
Aaron Cowen, PE *Plan Check Engineer*	▪ California Professional Engineer, CE#58878 ▪ ICC Plans Examiner	**Building plan review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial.
Arne Lovnaseth, CASp *Plan Check Architect*	▪ California Licensed Architect ▪ CASp Certified FFPA Plan Check Certificate ▪ ICC Certified Plans Examiner	**Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Rouhi El-Rabaa, EIT *Plans Examiner II*	▪ ICC Plan Examiner ▪ EIT Certification	**Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Christian Mui, EIT *Plans Examiner*	▪ EIT ▪ ICC Plan Examiner	**Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.

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Dana Reed, CASp *Deputy Building Official*	▪ CASp Certified FFPA Plan Check Certificate ▪ ICC Certified Plans Examiner	**Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety, OSHPD III.
Ricardo Guzman, PE, SE *Plan Check Engineer*	▪ Structural Engineer, California #1833 ▪ Civil Engineer, California #21238	**Building plan review:** Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial.
Michael Zabala, CBO *Deputy Building Official*	▪ ICC Building Official ▪ ICC Plan Examiner ▪ ICC Plumbing Inspector ▪ ICC Building Inspector	**Building plan review:** Architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
John Hidalgo *Landscape Architect/Plan Review*	▪ Landscape Architect, California, No. 3551 ▪ Landscape Architect, Nevada, No. 788 ▪ Licensed Contractor, California C-27, No. 713613	**Landscape plan review:** Landscape architectural reviews.
Bryan Nguyen, RLA *Landscape Architect/Plan Review*	▪ Landscape Architect, California No. 4967 ▪ Landscape Architect, Nevada No. 757 ▪ Certificate of Completion for MWELO	**Landscape plan review:** Landscape architectural reviews.
Building Inspection		
Martin True, BI *Sr. Building Inspector*	▪ ICC Certified Commercial Building Inspector ▪ ICC Certified Combination Dwelling Inspector ▪ ICC Certified Reinforced Concrete Special Inspector ▪ ACI Certified Concrete Field-Testing Technician Grade 1	**Building Inspection:** Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
Alan Ryzner, BI *Sr. Building Inspector*	▪ ICC Building Inspector ▪ ICC Plumbing Inspector ▪ ICC Mechanical Inspector ▪ ICC Electrical Inspector ▪ ICC Combination Inspector ▪ IAPMO Mechanical Inspector	**Building Inspection:** Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
Robert Houts, BI *Sr. Building Inspector*	▪ ICC Building Inspector ▪ ICC Housing/Property Maintenance ▪ PC 832 ▪ CALBO Post Disaster Safety Assessment Certificate ▪ CACEO/SCACEO	**Building Inspection:** Multi-story office buildings, commercial buildings, retail outlets, single-family, medical facilities, educational facilities and multi-family residential developments.
Permit Technician		
Sharon Barrett *Sr. Permit Counter Technician*	▪ ICC Certified Permit Technician	**Permit Technician:** Building department counter coverage, answer phone calls, respond to inquiries, issue permits.
Leslee Starling *Sr. Permit Counter Technician*	▪ ICC Certified Permit Technician	**Permit Technician:** Building department counter coverage, answer phone calls, respond to inquiries, issue permits.

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Statement of Understanding/Approach

WORK PLAN

When it comes to serving the residents of the City of Banning community, Willdan sees our role as that of facilitator and guide—helping the City's customers in getting through the review, permitting, and inspection process—rather than leaving the applicant in a bind in obtaining or signing off permits. We understand that the process of complying with the various codes, standards, regulations and laws can be a formidable and daunting undertaking—for even the most seasoned design or construction professional. Furthermore, an understanding of the complexity associated with processing private development applications and the sometimes-competing interests is essential to exceptional customer service. Competing interests include, but are not limited to, creating a sense of place, achieving economic development objectives, ease of maintenance, and assuring the City will be as satisfied with the infrastructure on day one as 20 years from "day one." Common sense decision making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan staff brings to the City.

Our proven approach is based on over 40 years of experience and incorporates features enhancing the efficiency and quality of the following services:



Building Offiicial Services



Building & Landscape Plan Check Services



Electronic Plan Review



Inspection Services



CASp Services



Permit Counter Technician

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SCOPE OF WORK

Building Official Services



Our proposed Building Official, Mr. Patrick Johnson, PE, CBO, will oversee all plan checking, building inspections and permit counter technician services, and will act as the City's representative on building-related matters. He will be scheduled on-site five to ten (5 -10) hours per week and will be available by phone and email during regular City Hall business hours. Responsibilities include, but are not limited to:

- Function as the Building Official as set forth in the California Building Code, in other City adopted building codes, ordinance Municipal Code, and as specified in Federal and State law.
- Issue Certificates of Use and Occupancy for building and structures.
- Assist in the coordination and oversight of the building permit, building inspection, building counter and building code enforcement services so that they function as one building and safety organization.
- Maintain, amend and develop ordinances and regulations necessary to implement and enforce the latest editions of the California Building Code, including any and all related Codes, or other uniform safety codes, laws, or regulations as adopted or amended by the City deemed necessary by the City to protect the health safety and welfare of its citizens.
- Prepare building and safety code violation cases for submittal to the City Attorney's office when prosecution action is necessary to obtain compliance with existing codes and regulations.
- Quality control review of building inspections.
- Resolution of resident inquiries and complaints.
- Make determination on the approval and use of alternative materials and methods of construction.
- Assist in the administration and processing of complex Building Code issues and dispute resolution, including making final interpretations concerning the application of building and safety codes.
- Contribute the necessary resources to the configuration, implementation and on- going support of an automated permitting system
- Review discretionary applications for preliminary compliance with construction codes.
- Coordinate with Code Enforcement regarding abatement program.
- Review and update the Building/Safety Procedures Manual.
- Monthly Reporting of Building and Safety Activities as well as reports required for fee collection and other reports required by the State of California or other government agencies.
- Review Planning Commission & City Council staff reports related to Building & Safety items (as needed).
- Periodic attendance at Planning Commission and City Council meetings (as needed).
- Provide emergency and after-hours inspection and reports of damaged properties or structures.

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- Meet with developers, homeowners, business owners, architects, engineers and the general public at the City or in the field, as the need dictates, to resolve grievance and/or respond to questions and ensure timely project processing in compliance with Federal, State and City laws and ordinances.

Building Plan Review Services



Willdan Engineering presently provides Building and Safety services to a number of municipalities and jurisdictions throughout Southern, Central, and Northern California. In this capacity, we provide a full range of services including plan review, permit issuance, inspection, code enforcement, counter technician and Building Official services. We service client needs from an occasional overload plan review to staffing an entire Building Division. Willdan has gained a great deal of municipal insight and expertise in serving our extensive clientele over the years. We have performed plan review and inspection on projects ranging from single family residential additions to complex high rise towers (including hotels and casinos), parking structures, medical facilities and industrial centers.

> *"We really appreciate Willdan's timely responses and professional advice to our questions and concerns related to plan check comments and general code issues. Willdan's professionalism and knowledge of the plan check process was immensely helpful in cutting cost and schedule. It has been really great to work with Willdan and we hope we will keep working with them for future work."*
>
> ***Inkon Kim, PhD, LEED AP***
> ***HPA, Inc.***

Willdan's plans examiners are ICC certified plans examiners, CASp certified, licensed architects, and/or registered engineers.

Willdan's experience and strength in building and safety encompasses the complete range of technical disciplines, that is, structural engineering plan check, fire-life safety, electrical, plumbing and mechanical codes, the Title 24 codes, as well as local amendments to the adopted codes. We have extensive experience with the California Green Building Standards Code. **Willdan staff attends classes and seminars on a regular basis to uphold an up-to-date comprehension of all code requirements and to maintain current at no expense to our clients.**

All building plans will be examined for compliance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24 and all applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

All plan check will include compliance with code requirements as well as an overview of the application package for other applicable requirements such as approvals from other local agencies and districts and coordination with other City departments. All plan review will comply with the City's directives, codes and policies.

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Plan check will include a review of any or all of the following design elements as determined by the City:

- **Architectural**
- **Fire/Life-safety**
- **Plumbing**
- **Mechanical**
- **Structural**
- **Electrical**
- **Energy Conservation Regulations (Title 24)**
- **Disabled Access Regulations (CBC)**
- **Green Building Standards**
- **CASp**

Willdan will provide two complete typewritten plan check letters which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation. At the City's discretion, plan check comments, plans and documents will be returned directly to the designers until such time as plans are approved.

Willdan staff will pick up plans from City Hall and/or provide delivery service at no additional cost to the City. We will supply the City with plan bags and shipping labels as well as Willdan's FedEx and OnTrac account numbers.

Plan review status can be accessed 24 hours a day by going to our website (http://willdan.com/new/clientLinks.aspx#planreview) and entering either the plan check/permit number, or the project site address. This service is provided for applicants, designers, engineers, and City staff.

Our plan checkers will schedule meetings during work hours to discuss and clarify plan check issues with designers, owners and contractors. Resolutions of code issues may also be accomplished by telephone and/or email as well as scheduled meetings prior to resubmitting corrected plans and documents. We will respond to inquiries from applicants within one day.

ELECTRONIC PLAN REVIEW

"Working with Willdan speeds up the installation of solar. They have quick and efficient plan reviews through an electronic review process. Complete Solar is happy to continue to work with Willdan on a regular basis."

Sarah Prado, Agent
Complete Solar

Willdan has long had the ability to provide plan review services electronically, at no additional cost to the City or applicants. The many advantages of our "tree-saving" electronic plan review process includes the elimination of the need for additional computer software or hardware–only an Internet connection is necessary. Electronic plan review services are provided at the request of the applicant or the agency we serve. Submittals are accepted in PDF format and reviewed in Bluebeam. Willdan will review plans and has the ability to transmit the redlined plans back to the applicant or designer via the website, along with the plan review comment sheet.

This service allows for on-line collaboration between the City, designer and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing and timelines for plan review processing for the applicant.

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Building Inspection Services



Our inspectors are ICC certified and fully experienced to perform residential, commercial and industrial inspections for compliance to the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card, and permit copy entered into the City's Building and Safety computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement. Inspectors shall ensure that any construction changes are documented and approved by appropriate City staff.

CASp SERVICES



Willdan can provide CASp certified inspectors to the City as required by **Senate Bill No. 1608,** specifically **CHAPTER 549** which reads as follows:

> *(d) (1) Commencing July 1, 2010, a local agency shall employ or retain at least one building inspector who is a certified access specialist. The certified access specialist shall provide consultation to the local agency, permit applicants, and members of the public on compliance with state construction-related accessibility standards with respect to inspections of a place of public accommodation that relate to permitting, plan checks, or new construction, including, but not limited to, inspections relating to tenant improvements that may impact access. If a local agency employs or retains two or more certified access specialists to comply with this subdivision, at least one-half of the certified access specialists shall be building inspectors who are certified access specialists.*

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Permit Technician Services



Under the supervision of the Building Official, our provided permit technician will provide customer-friendly public counter service. Using the City's permitting software system for plan check tracking, permit issuance and report generation, Willdan provides quick, efficient service at the counter. Our knowledgeable staff, who always understand that this may be the first time that a citizen is applying for a permit, have the ability to help all applicants, from the least knowledgeable applicant for a simple home remodel to experienced owners who have many years of development experience. Our goal is to make sure that every applicant feels that we have answered their questions and met their needs. The designated permit technician will provide counter services during City Hall hours.

Our building counter services include but are not limited to:

- Customer support at the counter and over the phone
- Permit application review to ensure completeness and accuracy
- Fee calculation
- Building permit processing and issuance
- Public assistance in completing permit applications
- Verification that projects have obtained all necessary approvals prior to permit issuance
- Applicant notification when construction documents and/or permits are ready for pick-up or issuance
- Coordination and routing of construction documents to the appropriate City staff for plan review and approval
- Resolution of resident inquires, complaints
- Plan review monitoring, to ensure turnaround times and standards are being met
- Records maintenance, document preparation for storage and or imaging

Landscape Design Plan Review



Willdan offers a full complement of landscape architectural services, including WELO landscape plan reviews. In developing quality project plans, our landscape architects apply their knowledge in site analysis, user-need programming, site design, urban and street beautification design, landscape preservation, water conservation, and arboriculture. These combined services provide additional insight for plan reviews since they require attention to detail, emphasis on project completeness, and enhanced understanding of the combined overall project scope. Landscape plan review includes but is not limited to:

- Review of preliminary and final landscaping plans for commercial, residential and civic developments
- Review of landscape irrigation plans and specifications per the Banning Municipal Code, IA standards and ET requirements

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- Review of landscape planting plans per Banning Municipal Code, WUCOLS (Water Use Classification of Landscape Species), Sunset Zone (on the edge of Zone 18) and proper planting location
- Verify MAWA (Maximum Allowable Water Allowance)
- Review line of sight conditions

Schedules

Plan Check/Inspection

Expedited plan review can be provided at the City's request. Average turnaround times are delineated below but can be adjusted when necessary.

TYPE OF PROJECT	INITIAL PLAN CHECK	SUBSEQUENT PLAN CHECKS
Residential/Commercial Plans	8 – 10 working days	5 working days
Solar Plans	2 – 3 working days	1 – 2 working days
Preliminary Landscape Design Plans	10 working days	
Final Landscape Design Plans	10 – 12 working days	8 working days
Minor Plans and Single-Story Additions	3 working days (over the counter)	1 working day (over the counter)
Building Inspection	Following work day if request is received before 4:00pm	

City Staff Roles

Permanent City staff will fill their respective. Willdan staff will work alongside City staff as one cohesive group with a common purpose and task. There will be no discernable difference between Willdan and City staff except as follows: City staff will solely be responsible for enforcing City General Plan requirements, public works and Municipal Code requirements not included in the scope of responsibility outlined in this proposal and subsequent agreement. City staff is also responsible for management related to the personnel matters of their staff respectively; Willdan Building staff will not be responsible for inter-City personnel issues or the implementation of City-wide decisions and directives that come directly from City management or elected officials as they relate to City staff. Willdan staff will respect and implement the decisions of City management, as directed, and the laws made within the City as they relate to the aforementioned departmental tasks only and municipal law as voted upon by City elected officials. Willdan staff and management does not approve leave requests for City employees or make direct decisions regarding City staff personnel matters. Willdan management staff will manage the department as directed but will not be making direct staffing decisions for the City public employees.

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EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None

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EXHIBIT "C"
COMPENSATION SCHEDULE

I. Consultant shall perform the following tasks ("Tasks") at the following rates

	SERVICE DESCRIPTION	FEE SCHEDULE
1.	*Plan Review (hourly)*	$130/hr
2.	*Building Official Services*	$135/hr
3.	*Landscape Design Plan Review*	$130/hr
4.	*Inspection Services*	$ 90/hr
5.	*CASp Services*	$115/hr
6.	*Permit Technician Services*	$ 65/hr

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all materials and equipment properly charged to the services.

B. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

C. Line items for all approved sub-consultant labor, supplies, equipment, materials, and travel properly charged to the services.

The total compensation for services shall not exceed $1,470,960.00 as provided in Section 2.1 of this Agreement.

Expedited plan review will be billed at 1.35x of our rate. Over-time inspections will be billed at 1.5x of our rate.

SERVICE PROVIDED	HOURLY RATE
Building Official Services	$145
Plan Review Services	$130
Inspection Services	$ 95
Permit Technician Services	$ 70

Effective date July 1, 2024

SOLE SOURCE/EMERGENCY PURCHASE JUSTIFICATION

Date: 2/12/2025 Dept./Div.: Community Development Phone: (951)922-3100

Contact: Patrick Johnson, Director of Building & Safety

Vendor: Willdan Engineering

Address: 2401 E. Katella Ave., Suite 300, Anaheim, CA 92806 Phone: (714)940-6300

Check reason for sole source/emergency purchase request:

- [x] **Sole Source:** No other items are known to exist which perform the same function.
- [ ] **Standardization:** The City requires the item(s) to standardize parts, design, quality, etc. (explain in more detail below)
- [ ] **Scarce Commodity:** To procure a commodity that is in critical short supply, such as fuel, potable water, MRE's porta-potties, etc. and the vendor will be out of inventory if the bid process is followed. (This option is not permitted once inventories begin to normalize.
- [ ] **Emergency Protective Measures:** This classification is for extraordinary measures that may be needed when life, public health or improved property are in imminent danger. For instance, during the winter season, the purchase of sand and sand bags would not constitute an extraordinary measure. Purchases of sand and sandbags should be a normal purchase and anticipated before the winter season arrives. An extraordinary protective measure could be the rental of temporary fencing to cordon off structures in imminent danger of collapse.
- [x] **Emergency Consulting Services:** The procurement is for a technical consulting service of an immediate nature, such as inspection of a heavily damaged structure to determine if a collapse is imminent or inspection of a slope to determine the nature and extent of landslide potential.
- [ ] **Emergency Road Clearance:** Services needed to clear roads to provide access for emergency service vehicles. This is not used for general debris removal.
- [ ] **Other Emergency Requirement:** Purchase necessary for the preservation of life, public health or improved property due to imminent danger. Provide a brief explanation of the immediate problem and include the potential consequences if left unaddressed
- [ ] **Non-Responsive Bids:** Bids were solicited, but no responsive bid has been received from requested bidders. A copy of all bids and a list of other solicited vendors must be attached.
- [x] **Pre-Existing Contract:** The purchase was made under terms of a pre-existing competitively bid disaster services, materials, or supplies contract.
- [ ] **Patent or Copyright:** The item is patented or copyrighted and vendor has exclusive sales rights.
- [ ] **Legal Monopoly:** The item or product or service of a legal monopoly.
- [ ] **Captive Replacement Part:** The item is a captive replacement part. Use of a generic part will void a warranty, or use of a generic part will require extensive modifications to existing equipment which would be cost prohibitive.
- [ ] **Sole Distributor:** The vendor is the only authorized distributor of this item.

Narrative Justification – Explain the following. Be very precise when filling in this section.

- Describe what is being purchased or rented.
- Describe where the equipment, material or services will be used.

- Specify the immediate hazard or threat that poses imminent danger. (The phase "earthquake damage" is insufficient. Provide detail: "A three story unreinforced masonry building is severely damaged and appears to be in imminent danger of collapse onto the public right of way."
- Describe the minimum acceptable actions that can be taken to reduce or eliminate the hazard i.e., "Install temporary chain link fencing around the structure at a distance of 20 feet from the building."
- Describe consequences if left unaddressed. "The building may collapse injuring bystanders."

Product or service to be purchased or rented:

We are requesting approval for a sole source extension of our contract with Willdan Engineering for Building and Safety Services, including retaining our current Building Official, Permit Specialist, Plan Checkers, and Inspectors for an additional nine months while we continue recruiting permanent city Staff. The continuation of these serviceds is crucial to our developers, businesses, and homeowners.

Location of product or service use:

City Hall, 99 E. Ramsey St., Banning CA 92220 , Community Development Department

Specific Hazard or Threat (complete for emergency justification):

Due to an urgent need for planning support, we are requesting emergency justification to consult with alternative planning staff. The City's current consulting firm has refused service citing a conflict of interest, and with the recent resignation of the City's staffed Planning Manager, combined with the ongoing recruitment for a replacement, there is a critical gap in coverage. The City risks serious public safety hazards, including uninspected and unsafe buildings, increased liability, and legal violations. Construction projects would face delays, harming economic growth and causing frustration for developers, businesses.

Minimum action to reduce threat (complete for emergency justification):

Extending Willdan's contract on a short-term emergency basis (months), ensuring that at least the Building Official, Permit Specialist, Plan Checkers, and Inspectors remain in place. This will allow critical services - such as plan reviews, inspections, and permit issuance to continue without interruption. Prioritizing the recruitment of key city staff and considering temporary in-house hires or part-time consultants could help bridge the gap. Allow for an emergency RFP to contract a new consultant.

Consequences if unaddressed (complete for emergency justification):

The City could face legal action, increased liability, and state penalties for failing to provide mandated services. Developers, businesses, and homeowners would experience costly delays, harming economic growth and investment. Without enforcement, illegal and unsafe construction could increase, leading to long-term compliance issues. Approving an emergency contract is necessary to prevent these risks, ensure continuity, and protect the community while we complete the hiring process.

Cost Rationality – The cost of the equipment, supplies or services procured are deemed to be rational by virtue of the following circumstances. Check the appropriate box(es) below. Attach any documentation to support you rational.

- [x] The prices charged are comparable with the prices paid for similar goods or services within the last 12 months.
- [ ] Using readily available catalogs or price lists, and/or internet sources, it's determined that the cost are reasonable within the circumstances at hand. (Attach copies)
- [ ] The prices paid for the goods or services exceed normative pricing, but the circumstances required their purchase, and only enough of the goods or services were purchased to deal with the specific emergency at hand. All additional purchases of the same goods or services will be made through normal procedures.
- [ ] There are no available sources for market cost rationale due to the above mentioned sole source, non-responsive bids, patent or copyright, legal monopoly and sole distributor classification.

Authorizations:

Dept. Head's Signature: David Newell Date: 03/05/25

Purchasing Officer's Signature: Barbara Mason (Mar 6, 2025 09:37 PST) Date: 03/06/25

City Manager's Signature: Robert Fisher Robert Fisher (Mar 6, 2025 09:45 PST) Date: 03/06/25

ATTACH TO THE SOLE SOURCE FORM
DETAILED JUSTIFICATION FOR SOLE SOURCE:
(widen text boxes as necessary)

The requestor shall clearly provide:

a. A detailed description of the type of contract to be established;

This is a Professional Services Agreement between the City of Banning and Willdan Engineering, structured as a time-and-materials contract with a not-to-exceed amount, ensuring the city only pays for services rendered up to a maximum agreed budget. The contract specifies that Willdan will provide Building and Safety Plan Check & Landscape Design Review Services, including permitting, and inspections, under the supervision of the City's Community Development Director and Building Official. It is a sole-source agreement due to the specialized nature of the services and the need for continuity, allowing Willdan to provide experienced personnel without interruption. Compensation is based on approved hourly rates outlined in the agreement, with additional provisions for reimbursable expenses, compliance with laws, and required insurance coverage. The ocntract is structured to maintain service levels while the city recruits permanent staff, ensuring regulatory compliance and public safety.
The firm shall also be available to provide the same service as an as-needed, and intermittent basis, for individual assignments, such as large development projects (e.g., Specific Plans, Specific Plans Amendments, General Plan Amendments, Zone Charges, and/or large development projects; including ther respective environmental docuements). The consulting firm shall be experienced in ther preparation of staff reports (presented to both the Planning Commision and City Council); Conditions of Approval (COAs); Resolutions and Ordinances; environmental documents (e.g., Initial Studies, MNDs, EIRs, and NOEs) and other special projects requiringa dedicated project planner for a substantial period of time. This position is envisioned as a supplement to the City's permanent Planning staff and will periodically alleviate the workload generated by very large projects and/or long-trem strategic plans and not intended as a replacement for full-time staff.

b. A detailed description of services and/or commodities to be provided by the vendor;

Willdan Engineering will provide ther City of Banning with Building and Safety Plan Check & Landscape Design Review Services, including front counter support, permitting assistance, and customer service. They will conduct plan checks for building, structural, electrical, plumbing, mechanical, ADA compliance, grading, and stormwater regulations, ensuring all projects meet city and state codes. Their team will perform inspections for construction projects, enforce code compliance through stop work orders and permit suspensions, and assist in maintaining building records. Additionally, they will review landscape plans, including irrigation and planting plans, to ensure compliance with city standards. The contract also includes the provision of office space, equipment use, and a digital records management component to assist with document scanning and archiving. The consultant will be responsible for managing development projects and performing a range of related duties. This includes interpreting and applying the policies outlined in the City's General Plan as well as understanding and enforcing the regulations within the City's Cannabis Program, Subdivision, Zoning, and Grading, Erosion, & Sediment Control regulations. The consultant will also be expected to apply various other City Policies, guideleines, and regulations, such as architectural design standards, as needed for each project. Essential responsibilities include writing staff reports, performing analytical evaluations, drafting Findings, generating Conditions of Approval, and preparing Resolutions and Ordinances for Planning Commissions and City Council heraings.

c. An explanation of why the recommended vendor is the only one capable of providing the required services and/or commodities and include back-up information to support the justification;

We recommend Willdan Engineering as the sole-source vendor for this contract because they are the only provider currently delivering Building and Safety Plan Check & Landscape Design Review Services under the expiring contract with the City of Banning. Their team, including ther Building Official, Plan Checkers, Inspectors, and two Permit Specialists, is already fully integrated into the city's operations, ensuring seamless service continuity. Replacing them would crate major disruptions, as no other firm has the immediate ability to step in with the same level of experise, knowledgeo fo ongoing projects, and familiarity with city codes and procedures. A transition to a new vendor would require significant training, delaying permit processing, inspection, and code enforcement, ultimately impacting development, public safety, and city revenue. Given the urgent need to maintain these critical services while recruiting permanent city staff, Willdan remains the only qualified and capable provider to fulfill this contract without service interruptions.

d. The identity of other sources that have been contacted and explain in detail why they cannot fulfill the City's requirements;

Whle other similar consulting firms will be contacted and given the opportunity to bid on these services through a Request for Proposals (RFP) set to be realeased within 30-45 days, the City's current purchasing policy prevents awarding a contract to a new vendor until the full RFP process is completed. During this time, a gap in services would create significant risks, including delays in permit processing, inspections, and enforcement, impacting public safety and development. Willdan Engineering is the only vendor that can legally and effectively continue providing these essential services under an emergency contract while the city follows proper procurement procedures. Once the RFP process is completed and a vendor is selected, other firms will have the opportunity to compete for these services going forward, ensuring a fair and competitive selection process. In addition the city is actively recruiting for city staffed Building Official, Sr. Inspector and permit specialist.

e. An explanation of how the recommended vendor's prices or fees compare to the general market and attach quotes for comparable services and supplies, if available (limited competition);

The fee schedule will remain the same as the current contract that is expiring. This means that the charges or rates outlined in the existing agreement will continue to apply without any changes or increases when the new contract takes effect. It ensures consistency in pricing and avoids any unexpected adjustments for the services provided.

f. An explanation of how the City would accomplish this particular task if the recommended vendor could not provide the product or service.

The city relies heavily on this vendor to accomplish tasks that are essential for its operations, taks which would be challenging to compplete without their support. While recruitment efforts for city staff are underway, this vendor plays a crucial role in filling the gap and ensuring continuity in service. Their expertise and resources allow the city to maintain operations smoothly and efficiently until the necessary staffing is fully in place.

Note: Valid Sole Source justification requires strong technological or strong programmatic justifications

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Consideration of City Council Resolutions 2025-35, 2025-36, and Successor Agency Resolution 2025-01, Approving Updated Accountholders for all City Bank Depository Accounts**

RECOMMENDATION:

Adopt City Council Resolutions 2025-35, 2025-36, and Successor Agency Resolution 2025-01.

BACKGROUND:

In order to change signers on the City's Local Agency Investment Fund (LAIF) depository accounts, the City must adopt a resolution for each LAIF account naming the new authorized individuals. These accounts have no checks and the authorized individuals to transact on these accounts will be City Treasurer, City Manager, and Administrative Services Director (Finance Director).

Staff also requests that Council consider a resolution to change the signers on physical checks to Mayor as the drawer and the City Treasurer as the countersigner.

JUSTIFICATION:

Requirement of Government Code Section 16429.1 to change authorized individuals of the City/Successor Agency with LAIF.

Requirement of Government Code Section 37203 to establish an alternative method of drawing warrants and checks.

FISCAL IMPACT:

None

ALTERNATIVES:

Do not adopt resolutions and provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-35, Signing Authority.docx

2. Resolution 2025-36, Signing Authority.docx
3. Resolution 2025-01 SA, Signing Authority.docx

RESOLUTION 2025-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning hereby authorizes the deposit and withdrawal of City monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

SECTION 1. The following City officers holding the titles specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Gladys W. Savage – City Treasurer
Robert Fisher – Acting City Manager
Lincoln Bogard – Administrative Services Director (Finance Director)

SECTION 2. This resolution shall remain in full force and effect until rescinded by City Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of March, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, Interim City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-35, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of March, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

RESOLUTION 2025-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN ALTERNATIVE METHOD OF DRAWING WARRANTS AND CHECKS

WHEREAS, Government Code Section 37203 states, "Upon allowing a demand or approving a register of audited demands, the mayor shall draw a warrant or warrants upon the city treasurer specifying the purpose for which drawn and the fund from which payment is to be made. The city clerk shall countersign the warrant. The legislative body, by ordinance or resolution, may prescribe an alternative method of drawing warrants and checks"; and

WHEREAS, the City would like the drawer of the warrant or check to remain the Mayor and to change the countersigner to the City Treasurer.

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

SECTION 1. The City Council authorizes that all checks issued henceforth by the City shall be signed by the Mayor and countersigned by the City Treasurer.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of March, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, Interim City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-36, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of March, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

RESOLUTION 2025-01 SA

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Successor Agency to the Community Redevelopment Agency of the City of Banning hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency hereby authorizes the deposit and withdrawal of City monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

SECTION 1. The following Agency officers holding the titles specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Gladys W. Savage – City Treasurer
Robert Fisher – Acting City Manager
Lincoln Bogard – Administrative Services Director (Finance Director)

SECTION 2. This resolution shall remain in full force and effect until rescinded by the Successor Agency by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of March, 2025.

Sheri Flynn, Chairperson
Banning Successor Agency

ATTEST:

Caroline Patton, Secretary
Banning Successor Agency

APPROVED AS TO FORM:

John Pinkney, Interim Agency Counsel
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Caroline Patton, Secretary of the Banning Successor Agency, do hereby certify that the foregoing Resolution 2025-01 SA, was duly adopted by the Successor Agency of the City of Banning, California, at a regular meeting thereof held on the 11th day of March, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Successor Agency

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Consideration of Resolution 2025-37, Approving Modifications to the Warrant Approval Process**

RECOMMENDATION:

Adopt Resolution 2025-37.

BACKGROUND:

The City of Banning has adopted and authorized procurement under the Municipal Code 3.24 and Purchasing Policy B-30. These policies prescribe the guidelines for procurement of all materials, equipment, supplies, and services necessary for operations of the City to include spending authorizations and invoice processing. There are multilevel approvals by City Council and City Staff throughout the procurement process to include approvals of budget (including CIP project approval), funding, contracting, project updates, notice of completion, and expenditures. Currently, expenditures are presented on monthly warrant reports to the Finance and Budget Committee for review and at City Council meetings for approval.

At the February 2025 Budget and Finance Committee Meeting, the Treasurer requested a modification to process of approving warrants to add an additional approval step. The attached Operational and Project Approval Overview document is a high level overview of the process and denotes the added approval steps in RED font. In brief, the Committee has recommended that a review of the invoice listing to be paid is completed prior to the weekly check run. These steps would be as follows:

Prior to issuing the weekly checks for payment of invoices:

- The Finance Department will submit a report of invoices to be paid (EAL report) to City Clerk, Treasurer and Mayor for review and approval.
- The weekly EAL report shall be submitted for review by Wednesday and approval shall be completed on the next workday (Thursday) no later than 1pm.
    - If this review is scheduled to occur on a recognized City Holiday, the submittal and due date will be adjusted by the Administrative Services Director.
- Approval of invoices shall not be withheld for items previously approved by City Council or as authorized within the guidelines of the B-30 Purchasing Policy.
- If approvals are not received by the deadline stated above, the checks will be processed under the normal schedule to avoid delay in payment(s) and potential late fees/penalties.
- Further warrant report inquiries may be made at the next Budget and Finance Committee meeting.
- Internal information including reports and source documents requested and received by the Mayor, Treasurer and /or Clerk during the Warrant (EAL) approval process shall not be transmitted nor shared with the public. Completed and compiled informational reports shall be presented at the Budget and Finance Committee or City Council Meeting(s).

- If any information requests are received, Elected Officials may direct the inquirer to the City of Banning website to complete a public record request.

JUSTIFICATION:

This is a request of the Budget and Finance Committee.

FISCAL IMPACT:

None other than additional staff time in warrant preparation process.

ALTERNATIVES:

Do not adopt resolution and provide alternative direction to staff.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-37, Warrant Process.docx
2. Modification to the Warrant process Option 1.docx

RESOLUTION 2025-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING MODIFICATION OF THE WARRANT APPROVAL PROCESS

WHEREAS, the City of Banning has adopted and authorized procurement under the Municipal Code 3.24 and Purchasing Policy B-30. These policies prescribe the guidelines for procurement of all materials, equipment, supplies, and services necessary for operations of the City to include spending authorizations and invoice processing; and

WHEREAS, the City approves expenditures through warrant reports by review of the Finance and Budget Committee and approval by City Council; and

WHEREAS, the City would like to modify the process of approving warrants to add an additional approval step to the process.

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

SECTION 1. The City Council approves the modification to the warrant approval process as outlined in Exhibit A of this Resolution.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 11th day of March, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, Interim City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-37, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of March, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

Prior to issuing the weekly checks for payment of invoices:

- The City Finance Department will submit a report of invoices to be paid (EAL report) to City Clerk, Treasurer and Mayor for review and approval.
- The weekly EAL report shall be submitted for review by Wednesday and approval shall be completed on the next workday (Thursday) no later than 1pm.
    - If this review is scheduled to occur on a recognized City Holiday, the submittal and due date will be adjusted by the City's Administrative Services Director.
- Approval of invoices shall not be withheld for items previously approved by City Council or as authorized within the guidelines of the B-30 Purchasing Policy.
- If approvals are not received by the deadline stated above, the checks will be processed under the normal schedule to avoid delay in payment(s) and potential late fees/penalties.
- Further warrant report inquiries may be made at the next Budget and Finance Committee meeting.
- Internal information including reports and source documents requested and received by the Mayor, Treasurer and /or Clerk during the Warrant (EAL) approval process shall not be transmitted nor shared with the public. Completed and compiled informational reports shall be presented at the Budget and Finance Committee or City Council Meeting(s).
    - If any information requests are received, Elected Officials may direct the inquirer to the City of Banning website to complete a public record request.

OPERATIONAL AND/OR PROJECT APPROVAL OVERVIEW (HIGH LEVEL)

Procurement Policies

- **Approved and adopted by City Council**:
  - Municipal Code 3.24
  - Procurement Policies (B-30)

Establish funding

- **Approved by City Council**
  - Annual budget
  - Mid-year budget adjustments
  - Supplemental Budget Appropriations
  - CIP project list/funding
  - Grants acceptance
  - Establishing loans

Project Development/Good/Services

Specified Need – Master Plan (5-year plan\ typically)

- **Approved by City Council**

Projects/Goods – need identified by Department:

- Develop scope (includes deliverables)
- Define project risk

Funding review by Department

- Budget review
- Scope review
- Establish timeline

Bidding Process by Purchasing

- Draft bid developed
- Approval bid (see note (1))
- Bid posted (see note (2))
- Advertising
- Q&A
- Pre bid meetings
- Receive bids/bonds
- Review
  - Bid Compliance
  - References
  - Best Value or Lowest Price

Issuing PO/Contracts for goods/services

PO/Contract

- Purchase requisition submitted by requesting department (see note (4))
  - Approval workflow:
    - Manager
    - Director
    - City Manager
    - CPO
- Vendor compliance:
  - Vendor information, licensing, registration(s), insurance, bonding (etc.)
- Authorization of Contract
  - **Approved by City Council**
    - Over $25,000 – Resolution (typically)
    - $25,000 & Under or CUPCCAA projects, approves as receive and file
- Purchase Order (PO) issued (capped at approved amount)

<u>Work Performed/ Product received</u>

Vendor Invoice processing

- Invoice received and reviewed
- Department review/verification/approval of services provided/goods received
- Due dates are Net 30 (typically)
- Payment voucher prepared
  - Purchase Order/Contract (see note (4) and (5))
    - AP matches invoice to PO
    - Receipts/backup attached
  - Direct pay voucher (see note (4))
    - B-30 exceptions (utility, fuel, purchase of utility water and power, postage, debt service/loans (see note (5))
  - Budget – automatic verification
  - Invoicing-
    - Invoices are entered as batches and grouped into a weekly EAL report by Accounts Payable department (see note (6)).
    - Finance verifies all approvals are complete, invoices and backup are attached to payment vouchers and are posted to the weekly EAL report.
    - Finance will submit the EAL weekly report to City Clerk, Treasurer and Mayor for review and approval.
      - The weekly EAL report shall be submitted for review by Wednesday and approval shall be completed on the next workday (Thursday) no later than 1pm.
        - If this review is scheduled to occur on a recognized City Holiday, the submittal and due date will be adjusted by the Administrative Services Director.
      - Approval of invoices shall not be withheld for items previously approved by City Council or as authorized within the guidelines of the B-30 Purchasing Policy.

- If approvals are not received by the deadline stated above, the checks will be processed under the normal schedule to avoid delay in payment(s) and potential late fees/penalties.
- Further warrant report inquiries may be made at the next Budget and Finance Committee meeting.
- Internal information including reports and source documents requested and received by the Mayor, Treasurer and /or Clerk during the Warrant (EAL) approval process shall not be transmitted nor shared with the public. Completed and compiled informational reports shall be presented at the Budget and Finance Committee or City Council Meeting(s).
    - If any information requests are received, Elected Officials may direct the inquirer to the City of Banning website to complete a public record request.

- Issue checks
- Process checks for payment
    - Final invoice verification and distribution
- The EAL weekly reports are compiled into a monthly Warrant list.
- The Warrant list submitted to City Clerk via Agenda to the regular Budget & Finance Committee and City Council Meetings
- Warrant list reviewed and **approved by Budget & Finance Committee**
- Warrant list reviewed and **approved by City Council**

- Projects – Final approval - Notice of Completion and Notice of Acceptance
    - **Approved by City Council**
    - NOC - triggers retention payments within 35 days
    - NOA - triggers bond reductions

<u>Transparency</u>

- Warrant list may be found on Agenda and Agenda Supporting documents for both the Budget & Finance Committee and City Council meetings.
- Budget and expenditures may be reviewed on OpenGov transparency portal via the City of Banning website.
- Public record requests via City of Banning website.

NOTES:

(1) Typically, departments approval complete bid, then CPO.
(2) Communication during bids - Any communications, whether written or verbal, with any City Councilmember or City staff with regards to project details and scope prior to award of a contract by City Council is strictly prohibited and the bidder shall be disqualified from consideration.
(3) If applicable, not all PO's have contracts associated
(4) Follows the B-30 authorizations/signatures:
Manager, CPO - up to $5,000
Manager, Director, and CPO - up to $10,000
Manager, Director, City Manager, and CPO - up to $25,000
Manager, Director, City Manager, and CPO, City Council approval - over $25,000
CUPCCAA only: Manager, Director, City Manager, and CPO up to $220,000
(5) CPO signature not needed as previously approved via Purchase Order approval flow
(6) Loans/Debt service have been previously **approved by City Council**
(7) Invoices are entered continuously into batches and subsequently grouped into an EAL weekly report and Warrant report.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Discussion of Fiscal Year 2026 Community Project Funding Request**

RECOMMENDATION:

Discuss Fiscal Year 2026 Community Project Funding request and provide staff direction on which project to submit for potential funding.

BACKGROUND:

Congressional Members are allowed to direct spending for small projects in the annual appropriation bills for local projects they believe will benefit their communities, bypassing the traditional competitive federal grant progress. However, there are several restrictions for this Community Project Funding (CPF). CPF is also referred to as House or Congressionally Directed Spending (CDS) in the Senate. The typical amount of money available for projects varies from between $500,000 to $3,000,000, but more commonly around $1,000,000.

For example, in Fiscal Year 2022, $1,250,000 was secured for the City of Banning's Wastewater Treatment and Groundwater Protection Project (attached). This project was supported by Rep. Ruiz, Sen. Feinstein, and Sen. Padilla and was funded through the Environmental Protection Agency, in the "State and Tribal Assistance Grant-Clean Water State Revolving Fund" account.

The CPF/CDS requests are submitted by members of Congress to the Appropriations Committee usually in early to mid March. Projects are then vetted for eligibility, feasibility, and community impact by the Member offices and the Appropriations Committee. Each member of Congress has a limited amount of funding they can direct to projects in their district or state. House Members are also only allowed to request a total of fifteen (15) projects each year.

Appropriations bills are usually released sometime in the late spring or early summer, however, funds are not available until nine months to a year after the Appropriation bill becomes law, so usually at least a full year after the project has been submitted to Congress.

A few key points of CPF/CDS funding included: there is guarantee that funding is awarded (awards are at the discretion of congress); projects must align with federal agency guidelines and committee priorities; and eligible recipients are usually state/local governments, non-profits and public institutions and no direct funding is given top for-profit entities.

Project Selection Process

Congressional Submission: The entity submits a formal request to its congressional representatives in the House and Senate. Each member of Congress has their own process and criteria for considering

requests. Letters of support from state and other local entities are required. Once a project is submitted to Congress, it is helpful to meet with the Congressman, Senators or their staff to discuss the details of the project and how it will benefit the greater community and even the state.

Congressional Review & Appropriations Process: Submitted projects are reviewed by the Appropriations Committee. Approved projects are included in federal funding bills.

Final Approval & Fund Allocation: If awarded, funds are disbursed through the appropriate federal agency.

Types of Projects Eligible for Funding

Eligibility is subject to congressional guidelines and varies by federal agency. Categories include:

1. Infrastructure & Transportation (roads, bridges, public transit improvements)
2. Water & Sewer Systems (stormwater projects, drinking water upgrades, wastewater treatment)
3. Public Safety & Emergency Services (fire stations, police equipment, emergency response facilities)
4. Economic Development & Workforce Training
5. Affordable Housing & Community Development
6. Environmental & Sustainability Initiatives
7. Healthcare & Public Health Programs

Types of Projects Likely to Receive Support

While eligibility is broad, successful projects typically have:

1. Strong Community Impact: Projects that address urgent needs and benefit large populations.
2. Project Readiness: “Shovel-ready” projects with clear timelines, feasibility studies, and matching funds (if required).
3. Broad Stakeholder Support: Endorsements from local, regional, and state entities.
4. Demonstrated Need & Return on Investment: Evidence-based justification for funding.
5. Projects with bipartisan appeal and strong advocacy from congressional representatives often have higher chances of receiving funding.

Projects that have been identified by staff that would be good candidates for this year's round of CPF/CDS funding include:

- Pedestrian Bridge across the San Gorgonio Avenue At-Grade Railroad Crossing (Planning/Design Phase)
- Wastewater Treatment Plant Upgrade and Recycled Water Project (Construction Phase)
- Hargrave Street Grade Separation Project (Planning/Design Phase)
- Chromium 6 Pilot Study Equipment (Purchase of Equipment)

JUSTIFICATION:

CPF/CDS funding is a great opportunity for the City to receive federal funds without going through the grant application development process which typically involves competitive grant funding programs.

It is important to select a project that has the greatest chance of receiving congressional support.

FISCAL IMPACT:

CPF/CDS funding, if awarded, will often times provide funding for projects that are currently unfunded or free up local funds so that they may be used on other projects. The amount awarded will vary.

ALTERNATIVES:

City Council could elect to direct staff to not participate in this year's CPF/CDS funding opportunity.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. FY22 Omnibus Interior - CPF Banning.pdf

DEPARTMENT OF THE INTERIOR, ENVIRONMENT, AND RELATED AGENCIES—Continued

[Community Project Funding/Congressionally Directed Spending]

Agency	Account	State	Project Recipient and Name	Amount	Requestor(s)		Origination
					House	Senate	
Environmental Protection Agency	STAG—Clean Water SRF	CA	The City of Adelanto for a wastewater treatment plant tertiary treatment capability project.	800,000	Obernolte		H
Environmental Protection Agency	STAG—Clean Water SRF	CA	The City of Twentynine Palms for a wastewater treatment facility phase II project.	663,224	Obernolte	Feinstein, Padilla	H
Environmental Protection Agency	STAG—Clean Water SRF	CA	The San Bernardino County Department of Public Works for the Desert Knolls Wash Phase III construction channel project.	1,932,000	Obernolte		H
Environmental Protection Agency	STAG—Clean Water SRF	CA	City of Banning for Wastewater Treatment and Groundwater Protection Project	1,250,000	Ruiz	Feinstein, Padilla	H/S
Environmental Protection Agency	STAG—Clean Water SRF	CA	The City of Yucaipa for the Wilson III basin project	1,000,000	Obernolte	Feinstein, Padilla	H/S
Environmental Protection Agency	STAG—Clean Water SRF	CA	Western Municipal Water District for Western Water Recycling Facility PFAS Treatment and Prevention Project	3,000,000		Feinstein, Padilla	S
Environmental Protection Agency	STAG—Clean Water SRF	CO	City of Craig for a Drinking Water and/or Clean Water Project for Water and Wastewater Emergency Generators	1,080,000		Bennet, Hickenlooper	S
Environmental Protection Agency	STAG—Clean Water SRF	CO	Town of Rico for Central Sewer System Project	2,500,000		Bennet, Hickenlooper	S
Environmental Protection Agency	STAG—Clean Water SRF	CT	Save the Sound for Dam Removal Project	475,000	Himes		H
Environmental Protection Agency	STAG—Clean Water SRF	CT	Town of Newtown for Non-Impervious Parking in Newtown	480,000	Hayes		H

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**John Pinkney, City Attorney** **Robert Fisher, City Manager**
MEETING DATE:	**March 11, 2025**
SUBJECT:	**Presentation by Michael Busch of Urban Futures Inc regarding City and Utility finances and steps needed to stabilize general fund and Electric Utility fund**

RECOMMENDATION:

1) Direct staff to come back within 30 days with a timeline of actions necessary to stabilize the City's Electric Utility; and
2) Authorize the City Manager to negotiate with Urban Futures Inc on the development of a 10-Year General Fund Budget Forecast Model to include budget stabilization recommendations and options for City Council consideration.

BACKGROUND:

On December 20, 2025, the City engaged the law firm of Slovak, Baron, Empey, Murphy & Pinkney LLP (SBEMP) as interim City Attorney. Upon engagement, SBEMP recommended an independent financial consultant to review and evaluate the City's financial position and management practices as part of SBEMP's standard due diligence. SBEMP has worked with Urban Futures Inc. (UFI), a California based financial and municipal advisory firm and past Banning advisor to assess the City and Utility financial conditions.

JUSTIFICATION:

Throughout local government, management systems that operate in the realm of financial management are fundamental to economic, social and infrastructural growth and the development of local government entities. This is particularly relevant to a sustainable City of Banning. These systems include costing, budgeting, accounting, financial information, procurement, cash control, asset management and internal controls. Such systems, often referred to as fiscal sustainability policies, best practices and programs, have been developed to form part of the financial management system of controls in all well-run California public agencies. Financial management systems are a crucial element in the integrated governance systems which are meant to function as the foundation of effective, efficient and accountable local government in Banning and elsewhere.

In well run municipalities financial management systems are the foundation of good governance, which is the very opposite of corruption, graft, fraud, poor management of resources, nepotism, incompetency and general negligence of the basic principles of management and leadership. This implies that high quality financial management systems are the requirement of good governance. In this relationship, good governance is the basis on which municipalities exercise their authority to provide for the sustainable delivery of services which citizens expect, such as the building and maintenance of roads, public safety and essential utilities. Solid financial management and good governance guarantee a municipality's

financial viability. Thus, the performance of a municipality depends on good governance to ensure that sustainability can become a reality.

Financial viability is measured in terms of a municipality's capacity to meet its financial obligations in a sustainable manner. Mismanagement of resources is, in most cases, the result of weak human resources and financial management and the lack of a clear mission and leadership in public institutions. Admittedly, municipalities are expected to meet the challenges of an ever-changing financial environment to comply with the best practices common in the private sector.

The basic tool to manage municipal financial management is a municipal budget. It is imperative that municipal stakeholders, such as municipal officials and interest groups should have a sound basic knowledge of the budget and its challenges. The budget of any municipality, as developed by executive staff and presented to the City Council, must be transparent. Furthermore, it is the responsibility of the executive management of each municipality to employ practical financial measures to ensure that the municipal council approves sustainable strategies such as adopting credible budgets. A sustainable budget is a fiscal strategy which can continue to exist for the foreseeable future without any substantial change or spending to prevent a substantial deterioration in fiscal position. Furthermore, a sustainable budget would prevent sharp changes in rates, such as the recent rate adjustments for Electric Utility services of 13.9% for two consecutive years, while no adjustments were sought since 2013.

The General Financial State of Banning

The most accurate reflection of the financial situation in the City of Banning is in the auditor's annual reports, which is a very substantial barometer of the financial situation. UFI was recently provided with a summary of audited financial data indicating the confronting situation facing the city's administrative and political leadership. Data for the most recent fiscal year (2023-24) is unavailable, but we believe the trends may have improved but continue to reflect continuing challenges.

The audit reports covering FY 2018 through FY 2022 identified a growing trend of expenditures outpacing revenues in key funds including the General, Electric Utility and Internal Service Funds. Concurrent with citywide audit findings, the City's outstanding Series 2015 Electric Utility Refunding Bonds have been subject to downgrade on multiple occasions from its initial underlying rating of "A-"to its current rating of "BB-", junk status. In its rating disclosures, Standard & Poor's concluded the following:

· The three-notch downgrade reflects our view of the utility's lack of effective risk management and oversight as well as its failure to implement proper financial controls, as evidenced by its negative unrestricted cash balances for two successive years

· The negative outlook reflects our view of the uncertainty surrounding whether rate increases, and sufficient cost controls will adequately raise the utility's unrestricted cash position to produce credit-supportive coverage and as well as if financial audits will be produced on a timely basis,

· The downgrade reflects our view of the utility's continued weak financial position, demonstrated by insufficient debt service coverage (DSC), a negative $4.9 million cash balance as of October 2024, and continued interfund borrowing with an uncertain repayment timeframe

· The negative outlook reflects our view that while management's fiscal 2025 budget projects improved DSC that meets the rate covenant and includes a recently approved rate increase (effective Nov. 1, 2024), the utility's ability to achieve and sustain this improvement remains uncertain given its historical performance. Furthermore, we believe the implementation of back-to-back 13.9% rate increases within fiscal years 2025 and 2026 will further pressure affordability and could impede progress on accounts receivable.

These factual findings reveal the need to address internal controls, a key element of financial management necessary to achieve sustainability. It is evident that to improve in these respects, the City must continue efforts in the pursuit of strengthening internal controls in the following three areas:

· firstly, leadership, which is expected to set the correct tone for effective governance;

· secondly, financial; and

· thirdly, performance management reports, which must be subjected to management checks and

balances to confirm credibility of information and governance, by strengthening financial teams and internal audit functions that will complement a 10-year Fiscal Sustainability Forecast Model.

Specific Findings
City staff provided a Citywide 5-Year Annual Cash Flow Analysis to UFI and subsequently verified against other financial documents for accuracy reflecting the following preliminary observations and assessments:
· General Fund has sustained a period of annual cash losses growing from $1.13 million in FY 19-20 to a peak of $4.485 million in FY 20-21 as well as an annual cash loss of over $3 million in FY 21-22
· General Fund cash liquidity has declined from $12.5M in FY 19 to $3M in FY 22 impacting the City's actual cash reserves in the General Fund
· Electric Utility Fund is experiencing a significant financial reduction in cash liquidity and fund balance. In FY 19, the Fund had a balance of positive $19M and now reflects a balance of negative ($9M); the most significant loss recently occurred between FY 22 and FY 23 of $13.4M; and
· Internal Service Funds are reflecting negative fund balances. Negative fund balances are often a reflection of budget pressures on operating funds with limited resources to pay true internal service costs and/or deficient budget preparation and management resulting from inadequate and timely budget adjustments based on actual cost for service.

In Addition to the above, we believe the following actions may have contributed to the financial condition that have impacted the City's overall fiscal health:
· Personnel costs related to substantial unanticipated public safety overtime, staffing increases in the Community Development Department, recent increases for compensation adjustments all funded by the General Fund, resulting in costs exceeding approved budget assumptions and available annual revenues;
· Internal fund borrowing from the General Fund, and other Business Activity Funds, to support negative cash balances in several funds including Electric Utility and Internal Service Funds; and

The above findings are not one-time expenses and suggest the City has been operating with a structural deficit. Aligning annual revenues with expenditures through a balanced budget is necessary for the City to meet a basic level of financial and operational sustainability.

Recommended Next Steps
Fiscal stability is more than a math exercise focusing on the numbers to ensure revenues and expenditures balance and net to zero. This process is focused beyond an annual budget cycle. It requires careful modeling of projected city revenues and expenses to develop a forecast that allows the City to understand its financial capacity and challenges in continuing the existing level of municipal services. Financial sustainability takes the forecasting process further by providing immediate and clear information on the financial impact of various economic scenarios, strategic initiatives, or operational decisions.

A select number of California cities are beginning to use the practice of long-term financial forecasting to understand the true costs of their obligations, to address structural deficits and to prepare for inevitable future economic downturns or uncertainties. Long-term forecasts are especially useful in helping elected officials, labor groups, commissions and members of the public understand how proposals will affect the City's fiscal solvency. Armed with a robust forecast, city leaders can identify critical unmet needs, develop options to close funding gaps and create plans that achieve the City's strategic objectives because they are aligned to a solid and continuously updated financial forecast and plan.

To proactively address the City's critical fiscal challenges and uncertain financial future, UFI is strongly recommending the City prepare a five-year forecast for its Electric Utility and a ten-year financial forecast for the General Fund. Additionally, both models should be accompanied by a set of action items as recommendations for City Council consideration necessary to stabilize the two funds.

Electric Utility
We understand a rate study has been initiated for the Electric Utility, and this may serve as its forecast model. We strongly encourage the study timeline to be accelerated and to focus on stabilizing the utility and immediate capital needs as a priority addressing the rate requirements necessary over the next five years to do so. Additionally, we believe the refunding of the Electric Utility's outstanding Series 2015 bonds can play an important role in the stabilization process. However, to realize full benefit the rate model extending out five years should precede the refinancing.

General Fund
Developing a robust, usable and customizable financial forecast requires significant time, understanding and expertise which the City does not currently possess. UFI recommends the following approach to the development of a 10-year forecast.

Model development includes the following four tasks:
1. Develop a Baseline Financial Forecast Model for the General Fund to provide the City with the analytic capacity and understanding of the City's present and future financial condition, and through adjusting assumptions, inputs and variables, enable the City to conduct rigorous fiscal analysis and provide immediate feedback on the short-and long-term financial impact of strategic choices and operational decisions. The model will be in Microsoft Office Excel® and can be expanded, refined and updated to address the City's changing needs, objectives and goals.
2. Analyze and model the City's various General Fund revenue streams, including assessing revenue restructurings or new revenue streams that enhance sustainability or reduce risk.
3. Analyze and model General Fund expenditure categories, cost drivers and program service delivery structures to identify opportunities for sustained cost reduction, containment and recovery.
4. Deliver a final report to the City Council with recommendations on the following: (a) restructuring at-risk or under-optimized revenue streams, (b) changes to financial structures or procedures that will enhance current revenue streams, (c) opportunities for new revenue streams to improve the City's fiscal stability, (d) actions to mitigate the impact of key cost drivers and achieve sustained savings, (e) restructuring program service delivery models, and (f) practices to realize efficiencies, improve cost recovery and lessen long-term expenses.

The proposed work will help the City of Banning to create a solid fiscal foundation and capacity to begin successfully addressing the structural issues within the Electric Utility and General Fund. The City of Banning cannot expect to remain solvent or successfully achieve its goals if financial considerations are left to the annual budget process or the fiscal analysis of individual projects or programs. The City Council's strategic initiatives, budgets and operational decision-making must be continually informed by and aligned with a long-term financial plan and fiscal structure. The proposed work will begin moving us down this critical path.

FISCAL IMPACT:
There are no fiscal impacts on the recommendations.

ALTERNATIVES:
1) Approve the recommended actions
2) Provide staff with alterative actions
3) Request additional information to be presented later

BUDGETED?:
No

CONTRACT/AGREEMENT:
No