AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

April 22, 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).*

To observe and participate in the online video portion of the meeting through your personal computer or device, follow this link:
https://us02web.zoom.us/j/82012644588?pwd=RwqtJC8xehLDKZvr3LEKOf9u8uP2pt.1

Dial in: +1 669 900 9128

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**

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. PRESENTATIONS

3.1 Proclamation - Small Business Month
Recommendation: Proclaim May 2024 as Small Business Month.

4. REPORT ON CLOSED SESSION

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 **PUBLIC COMMENTS**

5.2 **CORRESPONDENCE**

5.3 **APPOINTMENTS**

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 Receive and File Fire Protection Services Statistics for the Month of February 2025
Recommendation: Receive and file

6.2 Receive and File Police Department Statistics for the Month of March 2025
Recommendation: Receive and file

6.3 Receive and File Code Enforcement Statistics for the Month of March 2025
Recommendation: Receive and file.

6.4 Accept an Easement from San Jacinto Grid, LLC for Sidewalk Purposes on APN 541-220-024 on Galleher Way
Recommendation: Staff recommends that City Council accept an easement from San Jacinto Grid, LLC for sidewalk purposes on APN 541-220-024 on Galleher Way .

6.5 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for March 2025.

Recommendation:

Receive and file.

6.6 City Council Travel and Conference Expense Report Year to Date Through March 2025
Recommendation:

Receive and file.

6.7 Receive and File Cash and Investments Report for the Month of February 2025
Recommendation: That City Council receive and file Cash and Investment Report for February 2025, in accordance with California Government Code 53646.

6.8 Public Works Capital Improvement Project Tracking List
Recommendation: Receive and file.

6.9 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of February 2025
Recommendation: Receive and file.

6.10
Consideration to Adopt an Amendment to Administrative Policy (AP) No. B-35 – Grant Management/Administration

Recommendation:

Adopt Amendment to Administrative Policy (AP) No. B-35 – Grant Management/Administration

6.11 Consideration of Resolution 2025-48, Authorizing staff to Sign the Subdivision Improvement Agreement and Accept Faithful Performance and Labor Bonds for Public Improvements for Storm Drain Improvements within Final Maps 37389, -1, -4, -5, -6
Recommendation: Adopt Resolution 2025-48

6.12 Consideration of Resolution 2025-49, Awarding a Professional Services Agreement for Project No. 2025-01 On-Call Engineering and Traffic Survey (E&TS) to Willdan Group, Inc. of San Bernardino, CA in the Amount of $35,957 and Approving a 10% Contingency for a Total Project Budget of "Not-to-Exceed" $39,552.70
Recommendation: Adopt Resolution 2025-49

6.13
Consideration of Resolution 2025-50, Approving Amendment #3 to Eide Bailly Year-End Close Services Contract to Increase Total Not-To-Exceed Amount from $125,000 to $200,000

Recommendation:

Adopt Resolution 2025-50.

6.14
Consideration of Resolution 2025-51, Approving an Amendment No. 3 to the Professional Services Agreement (C00853) with Eide Bailly for External Audit Services for Fiscal Year 2023-24 Cost Overruns in the Amount of $99,500 after 23 Percent Discount.

Recommendation: Adopt Resolution 2025-51

6.15 Consideration of Resolution 2025-52, Approving Amendment No. 1 to Professional Services Agreement with UBEO Business Services LLC for Scanning and Indexing Services, including Appropriating Additional Funding of $45,000 for Fiscal Year 2024/2025 with Options to Extend Annually for a Total Contract Amount Not to Exceed $300,000.
Recommendation: Adopt Resolution 2025-52.

6.16 Consideration of Resolution 2025-53, Amending the Classification & Compensation Plan for the City of Banning

Recommendation:

Adopt Resolution 2025-53

6.17 Adopt Resolution 2025-54, Approving the Measure "A" Five Year Capital Improvement Plan Project List and Authorizing the City Manager to Execute the Maintenance of Effort Certification Statement
Recommendation: Adopt Resolution 2025-54

7. PUBLIC HEARINGS

8. REPORTS OF OFFICERS

9. DISCUSSION ITEMS

9.1 Update on the City's Utility Billing Issues
Recommendation: Receive and file update on the City's Utility Billing Issues and provide direction on the waiver of certain fees.

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. Emergency Preparedness (Barrington)
5. Changes to the Banning Procedural Manual (Royce)
6. Discussion of Reversing Decision to Close Airport (Royce)
7. Patriot Tree (Barrington)
8. Contractor(s) to do Citywide Cleanup (Flynn)
9. RFP for City Manager (Wallace)
10. Long term City Strategic Planning (Miller)
11. Armory Grant (Royce)
12. Review Grant Management Protocol (Flynn)
13. Update on Electric Billing (Miller)
14. Review and Update Council Travel Policy (Flynn)

12. ADJOURNMENT

Next Regular Meeting – May 13, 2025.

Zoom Community Standards for Public Meetings

By participating in this meeting on Zoom, you are agreeing to abide by the City of Banning's Community Standards for Public Meetings. Zoom attendees that fail to adhere to these standards may be removed from the meeting room.

- 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.
- If you fail to adhere to these community guidelines, **you may be removed** for disrupting the meeting occurring in Council Chambers. You may rejoin the meeting but may be removed for each violation of these community standards.
- The chat function will be disabled for all City Council meetings on Zoom.

Estándares comunitarios de Zoom para Reuniones Públicas

Al participar en esta reunión en Zoom, usted acepta cumplir con los Estándares Comunitarios para Reuniones Públicas de la ciudad de Banning. Los que atienden por Zoom que no cumplan con estos estándares pueden ser retirados de la sala de reuniones.

- Su micrófono debe permanecer en silencio, y solo puede reactivar su micrófono cuando / si es reconocido por el alcalde.
- 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.

AFFIDAVIT • DECLARACIÓN JURADA

IT IS HEREBY CERTIFIED under the laws of the State of California that the above agenda was posted on the City's website (www.banningca.gov) as well as the Bulletin Board at Banning City Hall, located at 99 E Ramsey Street, Banning, CA 92220, at least 72 hours in advance of the meeting.

Vickie Sellers, Elected City Clerk
Secretaria Municipal Electa

PUBLIC NOTICE • NOTICIA PÚBLICA

Meeting Agendas and Notices

Interested in receiving email and/or text notifications of upcoming City Council meetings? Sign up for meeting notifications through the City's website. Pursuant to amended Government Code §54957.5(b), staff reports and other public records related to open session agenda items are available on the City's website (www.banningca.gov/).

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.

Special Assistance/Accessibility Requests

In compliance with the Americans with Disabilities Act, any member of the public may request that the agenda and agenda packet be mailed to them. If you need special assistance to participate in this meeting (such as translation services), please contact the City Clerk's Office. Advanced notification of at least 48 hours prior to the meeting will allow the city to make arrangements to ensure your accessibility.

¿Necesita servicios de traducción para participar? Contacto Oficina del Secretario de la Ciudad.

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:	**April 22, 2025**
SUBJECT:	**Proclamation - Small Business Month**

RECOMMENDATION:
Proclaim May 2024 as Small Business Month.

BACKGROUND:
Proclaim May 2025 as Small Business Month.

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Proclamation - Small Business Month.pdf

City of Banning
Office of the Mayor
Proclamation

WHEREAS, *the State of California is home to more than 4.2 million small businesses – more than any other state; and,*

WHEREAS, *California's small businesses account for over 99% of total businesses in the state and employ more than 7 million people, nearly half of the state's private sector workforce; and,*

WHEREAS, *small businesses are the backbone of our economy, and we must work to ensure that our city grows not only from the top down, but also from the bottom up and the middle out; and,*

WHEREAS, *small businesses are constantly adapting to an evolving marketplace, integrating technology at higher rates than ever before, and developing innovative ways to connect with clients; and,*

WHEREAS, *now, more than ever, supporting small businesses means we are also supporting the livelihoods and ongoing success of our neighbors; and,*

WHEREAS, *locally in Banning, California, 95 percent of our businesses are small businesses with 50 or fewer employees, who provide jobs, services, and amenities to our community. The City of Banning offers assistance to small businesses through programs in the Economic Development Division, and also recognizes that small business assistance is a partnership with our affiliated organizations; and,*

WHEREAS, *the City of Banning takes this opportunity to highlight the impact of outstanding entrepreneurs and small business owners, and recognizes that Small Business Month is a time for us to celebrate the successes of small business and to thank our small business owners and employees for their contributions to our City, our economy, and our nation.*

NOW THEREFORE*, I, Sheri Flynn, Mayor of the City of Banning, do hereby proclaim the month of May 2025 as*

Small Business Month

BE IT PROCLAIMED *this 22nd day of April, 2025.*

Sheri Flynn, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk** **Todd Hopkins, CalFire Division Chief**
MEETING DATE:	**April 22, 2025**
SUBJECT:	**Receive and File Fire Protection Services Statistics for the Month of February 2025**

RECOMMENDATION:

Receive and file

BACKGROUND:

City Council has requested CalFire's Riverside County Division, which provides fire protection services in the City of Banning, provide specific reports to the public and City Council on a monthly basis.

JUSTIFICATION:

Many fire and EMS departments store and analyze statistical data, which can provide a detailed analysis of the types of responses their organization is called to assist. This information is critical to elevating the level of service provided by the fire department

FISCAL IMPACT:

None

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current fire and paramedic activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. jurisreport_banning.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Bill Weiser

Fire Chief

3/1/2025 to 3/31/2025

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
False Alarm	27
Medical	357
Other Fire	9
Public Service Assist	29
Res Fire	1
Ringing Alarm	2
Standby	3
Traffic Collision	23
Vehicle Fire	1
Incident Total	**452**

Average Enroute to On-Scene Time

***Units Responding Charlie, Delta, Bravo, Echo, Code 3**

<5 Minutes	239
+5 Minutes	61
+10 Minutes	11
+20 Minutes	0
Average Min	4.29
% 0 to 5 Min	76.85

Enroute Time: Unit has been acknowledged as responding.
On-Scene Time: Unit has been acknowledged as being On-Scene.

Transport

***Based on Units with a Transport time**

	0
Total:	**0**

Mutual Aid

***Unit responses**

Jurisdiction Units Responses

Engine	325
Total:	**325**

Mutual Aid Given

Engine	168
Total:	**168**

Mutual Aid Received

	15
Brush	3
Chief	11
Dozer	2
Engine	200
Environmental Health	1
HazMat	2
Patrol	8
PIO	1
Squad	27
Truck/Quint	12
Water Tender	1
Total:	**283**

Truck Report

MRFT1 recorded 11 responses in City of Banning from 3/1/2025 1:40:10 PM to 3/31/2025 1:40:10 PM

T2 recorded 1 responses in City of Banning from 3/1/2025 1:40:10 PM to 3/31/2025 1:40:10 PM

Significant Incidents

25CARRU038271 3/5/2025 5:09:00PM	CAL FIRE / Riverside County Fire Department responded to a reported residential structure fire at the address listed above. The first arriving Company Officer reported a two-story residential structure with fire on the exterior of a wood sided chimney. Firefighters made entry to the structure and found the fire to have spread from the chimney into the attic. Firefighters were able to contain the fire to the attic with minimal extension into the living space. Resources will remain on scene for approximately one hour conducting salvage and overhaul. Two adults were displaced and declined assistance from Red Cross. The structure will need to be evaluated by City of Banning Building and Safety. There were no injuries to civilians or fire department personnel.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant** **Vincent Avila, Chief of Police**
MEETING DATE:	**April 22, 2025**
SUBJECT:	**Receive and File Police Department Statistics for the Month of March 2025**

RECOMMENDATION:

Receive and file

BACKGROUND:

The Banning Police Department provides statistics to the public and City Council upon request.

JUSTIFICATION:

Statistics tell a city how many police officers need to be on the street, what crimes are being committed, and reveal increases and decreases in specific crimes. Also, cities get funding in part on their crime rates. If a federal crime bill passed, the Government needs to know which cities could benefit the most from those funds, and some cities have been rewarded financially for drastically lowering rates of crime.

FISCAL IMPACT:

None

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current police activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. STATS-MARCH 2025.pdf

Group A Offense Report

Beginning Date: 03/01/2025 **Ending Date: 03/31/2025**

Agency: BANNING PD

Offense	Reported in 2025	Reported in 2024	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	1	1	0.00%	1	100.00%	5.26%	3.13
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	1	0	NA	0	0.00%	5.26%	3.13
Aggravated Assault	9	5	80.00%	3	33.33%	47.37%	28.13
Simple Assault	7	2	250.00%	5	71.43%	36.84%	21.88
Intimidation	1	0	NA	0	0.00%	5.26%	3.13
Kidnapping/Abduction	0	0	NA	0	0.00%	0.00%	0.00
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	**19**	**8**	**137.5%**	**9**	**47.37%**	**24.36%**	**59.38**
Robbery	1	0	NA	0	0.00%	2.33%	3.13
Burglary/Breaking & Entering	3	10	-70.00%	0	0.00%	6.98%	9.38
Larceny/Theft Offenses	14	20	-30.00%	0	0.00%	32.56%	43.75
Motor Vehicle Theft	9	7	28.57%	1	11.11%	20.93%	28.13
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	13	13	0.00%	1	7.69%	30.23%	40.63
Counterfeiting/Forgery	1	0	NA	0	0.00%	2.33%	3.13
Fraud Offense	1	0	NA	1	100.00%	2.33%	3.13
Embezzlement	0	0	NA	0	0.00%	0.00%	0.00
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	0.00
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	1	2	-50.00%	0	0.00%	2.33%	3.13
Crimes Against Property Total	**43**	**52**	**-17.31%**	**3**	**6.98%**	**55.13%**	**134.38**
Drug/Narcotic Violations	6	9	-33.33%	6	100.00%	37.50%	18.75
Drug Equipment Violations	9	7	28.57%	9	100.00%	56.25%	28.13
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	1	-100.00%	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	1	2	-50.00%	1	100.00%	6.25%	3.13
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	**16**	**19**	**-15.79%**	**16**	**100%**	**20.51%**	**50**
Total Group "A" Offenses	**78**	**79**	**-1.27%**	**28**	**35.9%**	**100%**	**243.75**

Note: *The Rate per 100,000 will be 'NA' when the Adjusted Population Base is Zero.*

* Adjusted population base: 32,000

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Robert Fisher, Acting City Manager**

PREPARED BY: **Kristine Gutierrez, Community Development Operations Manager**
Vincent Avila, Chief of Police

MEETING DATE: **April 22, 2025**

SUBJECT: **Receive and File Code Enforcement Statistics for the Month of March 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The City's Code Enforcement Division ("Code") is responsible for enforcement of the Banning Municipal Code and state and federal laws, as applicable. Typical code enforcement duties and responsibilities include pursuing the abatement of unsafe buildings, unpermitted land use, business without a license, construction without permit, and unregistered food vendors. Additionally, Code is responsible for compliance with weed abatement, which involves patrol, investigation, noticing, enforcement, and remediation of vacant lots.

Code is currently overseeing 402 open cases, including 40 cases opened during the month of March 2025. Below is a summary of cases during the month of March 2025.

	Month	YTD
New Cases Opened	40	75
Total Cases Open (includes previous years)	402	N/A
Notice of Violations issued	140	229
Violations Resolved	100	314
Citations Issued	2	26
Field Inspections completed	108	263
Fee's Collected (Citations)	$ 486.92	$ 1,946.67
Red Tagged Properties	6	9
Abandoned Vehicles Abated (AVA Program)	0	0
Weed Abatement Cost Recovery Received	$ 9,042.58	$ 29,263.81

JUSTIFICATION:

Monthly activity reports are provided for informational purposes.

FISCAL IMPACT:
Not applicable.

ALTERNATIVES:
Direct staff to provide additional information on the case data.

BUDGETED?:
Yes

CONTRACT/AGREEMENT:
No

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Public Works Director**
MEETING DATE:	**April 22, 2025**
SUBJECT:	**Accept an Easement from San Jacinto Grid, LLC for Sidewalk Purposes on APN 541-220-024 on Galleher Way**

RECOMMENDATION:

Staff recommends that City Council accept an easement from San Jacinto Grid, LLC for sidewalk purposes on APN 541-220-024 on Galleher Way .

BACKGROUND:

In the course of development on Parcel 541-220-024 (300 Galleher Way), a condition of approval for the project was the installation of a City of Banning Standard Commercial Driveway to serve the property. The standard requires that sidewalk be installed at the rear of the typical roadway right of way to ensure compliance with the American with Disabilities Act, and City standard drawings. To achieve this, it was necessary for the project owner to offer to the City of Banning an easement for the required public sidewalk that is beyond the existing dedicated right of way.

JUSTIFICATION:

It is necessary to obtain the easement for the City to access and maintain the City owned sidewalk installed by the property owner at APN 541-220-024 (300 Galleher Way).

FISCAL IMPACT:

None

ALTERNATIVES:

Do not accept the easement and provide alternate direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. APN 541-220-024 Sidewalk Esaement (Certificate of Acceptance, Grant Deed, Plat, Legal Description).pdf

When Recorded Mail To:
City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE
PER SECTION
6103 OF THE GOVERNMENT CODE

SPACE FOR RECORDER'S USE

CERTIFICATE OF ACCEPTANCE

This is to certify that the EASEMENT — SIDEWALK PURPOSES from **SAN JACINTO GRID, LLC** dated August 15, 2023, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this ____ day of _____, 202__, and the grantees consent to recordation thereof by its duly authorized agent.

Dated:_____

CITY OF BANNING

By: _____

_____, City Clerk

EXEMPT RECORDING REQUESTED BY City of Banning PER GOV'T CODE 6103 AND WHEN RECORDED MAIL TO: City of Banning - City Clerk P.O. Box 998 Banning, CA 92220 MAIL TAX STATEMENTS TO: City of Banning - City Clerk P.O. Box 998 Banning, CA 92220	

APN: 541-220-024

EASEMENT - SIDEWALK PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land, do hereby grant to the CITY OF BANNING, a political subdivision of the State of California, and its successors or assigns an easement for SIDEWALK purposes, the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (legal description) and shown on Exhibit "B" (plat map) attached hereto and incorporated herein by this reference as though set forth in full.

It is understood and agreed that the City of Banning and its successors or assigns shall incur no liability with respect to such easement, and shall not assume any responsibility for the offered parcel of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the City Council, or of the local governing bodies or its successors or assigns.

The provisions hereof shall inure to the benefit of and be binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

[signature follows]

IN WITNESS THEREOF, these presents have executed this instrument this ___ day August, 2023.

SAN JACINTO GRID, LLC,
a Delaware limited liability company

By: _____
Andrew Fowler, Authorized Signatory

STATE OF Illinois)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of August, 2023, by Andrew Fowler, as Authorized Signatory of **San Jacinto Grid, LLC**, a Delaware limited liability company, on behalf of the company. Such person did not take an oath and: *(notary must check applicable box)*

☒ is/are personally known to me.
☐ produced a current _____ driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}

Official Seal
Victoria Beja
Notary Public State of Illinois
My Commission Expires 10/17/2025

_____
Signature of Notary

Victoria Beja
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): —
My Commission Expires (if not legible on seal): 10/17/2025

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 541-220-024

SIDEWALK EASEMENT

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THAT PORTION OF LOT OR BLOCK 40, AS SHOWN BY AMENDED MAP OF THE BANNING LAND COMPANY, RECORDED IN BOOK 9, PAGE 44 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, BEING A PORTION OF PARCEL "A" AS SHOWN ON PARCEL MERGER NO. 18-5102, RECORDED FEBRUARY 26, 2019 AS DOCUMENT #2019-0064099, OFFICIAL RECORDS OF RIVERSIDE COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THE MOST WESTERLY LINE OF SAID PARCEL "A", SAID LINE HAVING A BEARING AND DISTANCE OF NORTH 00°14'44" WEST 75.51 FEET, THE SOUTHERLY TERMINUS OF SAID LINE ALSO BEING ON THE NORTHERLY RIGHT OF WAY OF GALLEHER WAY AS SHOWN ON SAID PARCEL MERGER 18-5102, SAID POINT ALSO BEING THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING AN INITIAL RADIAL BEARING OF NORTH 00°14'44" WEST AND A RADIUS OF 50.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, SAID CURVE ALSO BEING THE SOUTHWESTERLY LINE OF SAID PARCEL "A", THOUGH A CENTRAL ANGLE OF 23°01'08" AN ARC DISTANCE OF 20.09 FEET TO **TRUE POINT OF BEGINNING;**

THENCE LEAVING SAID SOUTHERLY LINE OF PARCEL "A", SOUTH 80°15'28" EAST 12.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING AN INITIAL RADIAL BEARING OF NORTH 35°31'38" EAST AND A RADIUS OF 54.67 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°06'18" AN ARC DISTANCE OF 32.54 FEET;

THENCE SOUTH 05°16'04" WEST 12.16 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY OF SAID PARCEL "A", SAID POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET AND A RADIAL BEARING OF NORTH 82°32'40" EAST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 59°46'16" AN ARC DISTANCE OF 52.16 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 164 SQUARE FEET, MORE OF LESS

ALL COURSES ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AMD MADE A PART HEREOF.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA

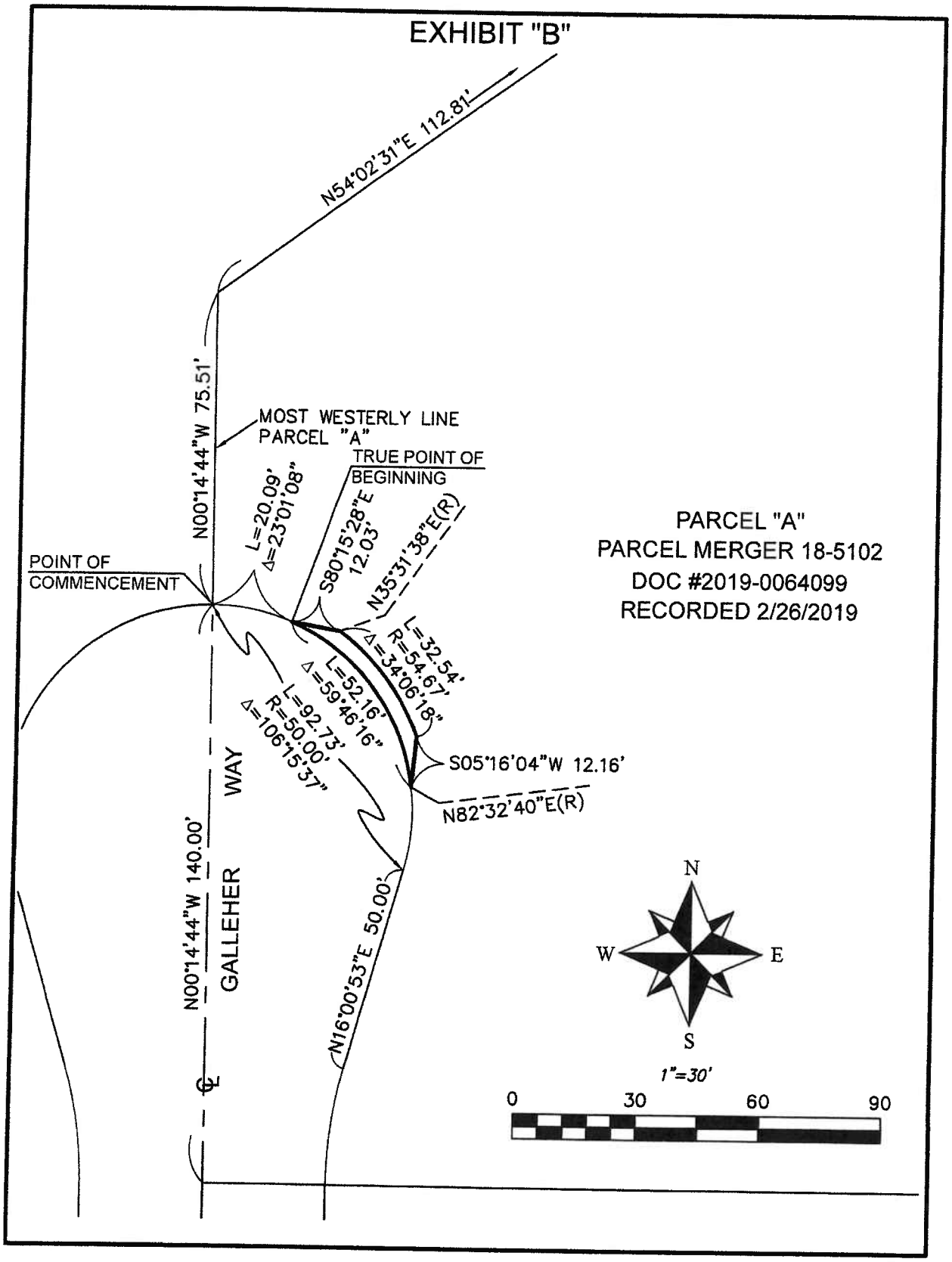
PREPARED BY ME OR UNDER MY DIRECTION

Scott A. Brotchie 8/11/2023

SCOTT A. BROTCHIE, PLS 9107 DATE

PROFESSIONAL LAND SURVEYOR
SCOTT A. BROTCHIE
No. 9107
EXP. 9-30-24
STATE OF CALIFORNIA

EXHIBIT "B"


N54°02'31"E 112.81'
N00°14'44"W 75.51'
MOST WESTERLY LINE
PARCEL "A"
TRUE POINT OF
BEGINNING
L=20.09'
Δ=23°01'08"
S80°15'28"E
12.03'
N35°31'38"E(R)
POINT OF
COMMENCEMENT
L=32.54'
R=54.67'
Δ=34°06'18"
L=52.16'
Δ=59°46'16"
L=92.73'
R=50.00'
Δ=106°15'37"
S05°16'04"W 12.16'
N82°32'40"E(R)
N00°14'44"W 140.00'
GALLEHER
WAY
N16°00'53"E 50.00'
℄
PARCEL "A"
PARCEL MERGER 18-5102
DOC #2019-0064099
RECORDED 2/26/2019
N
W
E
S
1"=30'
0
30
60
90

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Barbara Mason, Chief Procurement Officer** **Barbara Mason, Chief Procurement Officer**
MEETING DATE:	**April 22, 2025**
SUBJECT:	**Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports for March 2025.**

RECOMMENDATION:

Receive and file.

BACKGROUND:

er Purchasing Policy B-30, 3-105(5), written notification by the Purchasing Officer of all City Manager approved contracts will be provided quarterly to the City Council for review, and 16-107(3), The City Manager, or his designated representative, shall make a monthly written report to the City Council as to all Change Orders approved by the City Manager during the month, and of all possible future Change Orders that may appear probable prior to the next monthly report. At a minimum, the City Manager shall provide the Council with the name and nature of the contract, all Change Orders approved during that month, the reason for the Change Orders, the cumulative amount of the Change Orders for that contract, and any additional information the Council requests.

JUSTIFICATION:

While the policy requires contracts signed under the City Manager's signature authority to be submitted to City Council on a quarterly basis, it is staff's intent to submit these reports on a monthly basis to provide continuity with other monthly reports submitted to Council.

FISCAL IMPACT:

None

ALTERNATIVES:

Failure to provide this report to the City Council would result in the City being out of compliance with Purchasing Policy B-30,3-105(5).

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2025-04 Apr 2025 Executed Contract Below $25K.pdf

Contracts Approved Within City Manager Signature Authority

FOR MONTH OF APRIL 2025					
City Manager Approval Date	Vendor Name	Description of Item/Service	Contact Award Total	Department/ Division	Comments
3/6/2025	Daniel R Houser Inc	Data Conversion to Naviline From Milsoflt	$23,970.00	Utility Billing	
3/6/2025	Red Hawk Service	Lion's Park Chain and Wire Fence Repairs	$1,945.96	Parks & Rec	
3/17/2025	BOA Architecture	Design Station 89 Restroom Remodel	$3,000.00	City Manager	
3/19/2025	Cybertek	Juniper SRX Renewals	$6,873.26	Information Technology	

Change Orders Approved Within City Manager Signature Authority					
FOR MONTH OF APRIL 2025					
Date	Vendor Name	Description of Item/Service	Contact Award Total	Change Order	Comments
3/12/2025	Satec Inc	Cloud File Transfer for Cost of Service Study	$249,411.00	$4,850.00	Electric
3/12/2025	Invoice Cloud	PCF for City of Banning	-		Utility Billing- Bill rate update
3/28/2025	Mariposa Landscape, Inc	Amend No. 5 Tree Trimming	$440,444.12	$15,000.00	Public Works
3/31/2025	Docusign	Order Form	$36,918.45	$22,833.16	Finance

INVENTORY PURCHASES OVER $25K					
FOR MONTH OF APRIL 2025 - NO ITEMS					
Date	Vendor Name	Description of Item/Service	Amount	Department	Comments
3/17/2025	Core & Main, LP	Water Inventory Supplies & Commodities	50,000.00	PW - Water	Reso 2024-101
3/17/2025	Western Water Works Supply Co.	Water Inventory Supplies & Commodities	50,000.00	PW - Water	Reso 2024-101
3/12/2025	Anixter, Inc.	750 MCM AL 220 Mil 15KV Cable - add'l funds to PO	9,216.94	PW - Electric	Reso 2024-101

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Barbara Mason, Chief Procurement Officer** **Barbara Mason, Chief Procurement Officer**
MEETING DATE:	**April 22, 2025**
SUBJECT:	**City Council Travel and Conference Expense Report Year to Date Through March 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The City Council attends many events, conferences, and training sessions while serving the City of Banning. The rules for these events and expenses are enforced by the Reimbursement Policy for Elected and Appointed Officials as well as by Policy E-3 Travel and Meeting Policy.

JUSTIFICATION:

As part of the Reimbursements Policy for Elected and Appointed Officials each official must briefly report on outside meetings, and all City reimbursement expenditures are subject to disclosure under the Public Records Act and other applicable laws. This monthly report will enable the City to comply with this requirement.

FISCAL IMPACT:

All expenditures under this category are from account 001-1000-411.23-05. As of March 31, 2025, the total charges expensed to this account is $13,660.73.

ALTERNATIVES:

Providing statistics keeps the Council, staff, and residents apprised of current council activities. If the statistics are not presented to the Council on a regular basis, then they should be provided on another platform.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Mar_2025_Council_Travel_report.pdf

CITY COUNCIL TRAVEL AND CONFERENCE BUDGET FY2024-2025

ACCOUNT 001-1000-411.23-05

AS OF MARCH 31, 2025

BUDGET	$	31,500.00
WALLACE	$	4,409.79
SANCHEZ	$	1,012.49
FLYNN	$	3,264.94
BARRINGTON	$	1,834.81
MILLER	$	1,585.85
ROYCE	$	1,552.85
TOTAL EXPENSES	$	13,660.73
BALANCE AVAILABLE	$	17,839.27

TRAVEL AND CONFERENCE FY 2024-2025

WALLACE **C00013** **Expenses posted as of 3/31/25**

Expense	Event Date	Authorizatio	Name of Event	Location	Amount
7/12/2024	7/17/2024		Banning Sunrise Breakfast	Banning	25.00
7/23/2024	8/21/2024		Chad Bianco Luncheon	Morongo	85.00
7/31/2024			July 2024 Mileage		54.61
8/1/2024	8/8/2024		Riverside County Women's Leadership Conference	Corona	100.00
8/22/2024	9/26/2024		Calimesa State of the City	Calimesa	75.00
8/31/2024			August 2024 Mileage		102.51
9/19/2024	9/19/2024		Beaumont State of the City	Beaumont	75.00
9/24/2024	10/10/2024		San Jacinto State of the City	San Jacinto	71.21
9/30/2024			September 2024 Mileage		41.47
10/8/2024	12/12/2024		Regional City Managers Presentation	Beaumont	25.00
10/16/2024	10/16-10/18/2024	TV2458	League of California Cities Annual Conference	Long Beach	115.25
10/16/2024	10/16-10/18/2024	TV2458	League of California Cities Annual Conference	Long Beach	116.83
10/18/2024	10/16-10/18/2024	TV2458	League of California Cities Annual Conference Hotel/Westin	Long Beach	605.41
10/22/2024	10/16-10/18/2024	TV2458	League of California Cities Annual Conference Hotel/Westin	Long Beach	26.01
10/24/2024	11/14/2024		League of California Cities - Riverside Divisional Meeting	Moreno Valley	60.00
10/25/2024	11/7/2024		Hemet State of the City	Hemet	75.00
10/31/2024			October 2024 Mileage		93.47
11/8/2024	12/12/2024		Pass EDA Presentation	Beaumont	25.00
11/11/2024	1/29-1/31/2025	TV25C7	League of California Cities Mayor & Council Academy/Meals	Garden Grove	675.00
11/30/2024			November Mileage		126.16
12/4/2024	12/4-12/7/2024	TV25A1	League of California Cities Leadership Summit	Napa	135.25
12/4/2024	12/4/12/6/2024	TV25A1	League of California Cities Leadership Summit	Napa	120.31
12/4/2025	12/4-12/6/2024	TV25E5	League of California Cities Policy Committee Meeting	Sacramento	109.01
12/30/2024			December Mileage		55.81
12/31/2024	12/3-12/7/2024	TV25A1	League of California Cities Leadership Summit	Napa	261.83
1/10/2025	1/13/2025		League of California Cities - Riverside Divisional Meeting	Desert Hot Springs	60.00
1/23/2025	1/23-1/24/2025	TV25E5	League of California Cities Policy Committee Meeting/Meals	Sacramento	85.50
1/24/2025	4/23-4/25/2025	TV25H1	League of California Cities - City Leadership Summit	Sacramento	650.00
1/29/2025	1/29-1/31/2025	TV25C7	League of California Cities Mayor & Council Academy/Meals	Garden Grove	131.25
1/29/2025	1/29-1/31/2025	TV25C7	League of California Cities Mayor & Council Academy/Meals	Garden Grove	96.60
1/31/2025	1/23-1/24/2025	TV25E5	League of California Cities Policy Committee Meeting/Travel	Sacramento	131.30
			Total Expenses		4,409.79

TRAVEL AND CONFERENCE FY 2024-2025

SANCHEZ **C00016** **Expenses posted as of 3/31/25**

Expense Date	Event Date	Authorizatio	Event	Location	Amount
8/6/2024	8/14/2024		State of the 5th District	Morongo	$ 100.00
9/19/2024	9/19/2024		Beaumont State of the City	Beaumont	$ 75.00
10/16/2024	10/16-10/18/24	TV2460	League of California Cities Annual Conference	Long Beach	$ 115.25
10/16/2024	10/16-10/18/24	TV2460	League of California Cities Annual Conference	Long Beach	$ 116.83
10/18/2024	10/16-10/18/24	TV2460	League of California Cities Annual Conference	Long Beach	$ 605.41
			Total Expenses		$ 1,012.49

TRAVEL AND CONFERENCE FY 2024-2025

FLYNN **C00020** **Expenses posted as of 3/31/25**

Expense	Event Date	Authorizatio	Event	Location	Amount
7/8/2024	7/8/2024		Cal Cities Riverside Division Meeting	Calimesa	60.00
7/23/2024	8/21/2024		Chad Bianco Luncheon	Morongo	85.00
7/23/2024	8/14/2024		State of the 5th District	Morongo	100.00
7/31/2024			July Mileage		14.67
8/22/2024			Calimesa State of the City	Calimesa	75.00
9/24/2024			San Jacinto State of the City	San Jacinto	71.21
10/16/2024	10/16-10/18/2024	TV2459	League of California Cities Annual Conference	Long Beach	115.25
10/16/2024	10/16-10/18/2024	TV2459	League of California Cities Annual Conference	Long Beach	131.33
10/18/2024	10/16-10/18/2024	TV2459	League of California Cities Annual Conference	Long Beach	555.41
10/18/2024	10/16-10/18/2024	TV2459	League of California Cities Annual Conference	Long Beach	50.00
11/8/2024	12/12/2024		Pass EDA Regional City Manager Presentation	Beaumont	25.00
11/8/2024			League of California Cities/Webinar Registration	Online	25.00
11/11/2024	1/29-1/31/2025	TV25C8	League of California Cities Mayor & Council Academy	Garden Grove	675.00
12/31/2024			December Mileage		15.08
1/10/2025	1/13/2025		League of California Cities - Riverside Divisional Meeting	Desert Hot	60.00
1/24/2025	4/23-4/25/25	TV25G9	League of California Cities - City Leadership Summit	Sacramento	650.00
1/29/2025	1/29-1/31/2025	TV25C8	League of California Cities Mayor & Council Academy	Garden Grove	131.25
1/29/2025	4/23-4/25/25	TV25G9	League of California Cities - City Leadership Summit	Sacramento	308.96
1/29/2025	1/29-1/31/2025	TV25C8	League of California Cities Mayor & Council Academy	Garden Grove	84.55
1/31/2025			January Mileage		32.23
			Total Expenses		3,264.94

TRAVEL AND CONFERENCE FY 2024-2025

BARRINGTON **C00021** **Expenses posted as of 3/31/25**

Expense Date	Event Date	Authorizatio	Event	Location	Amount
12/9/2024	1/29-1/31/2025	TV25D3	League of California Cities Mayor & Council Academy	Garden Grove	675.00
1/24/2025	4/23-4/25/2025	TV25H1	League of California Cities - City Leadership Summit	Sacramento	650.00
1/29/2025	1/29-1/31/2025	TV25D3	League of California Cities Mayor & Council Academy	Garden Grove	131.25
1/29/2025	4/23-4/25/2025	TV25H3	League of California Cities City Leader Summit	Sacramento	308.96
1/29/2025	1/29-1/31/2025	TV25D3	League of California Cities Mayor & Council Academy	Garden Grove	69.60
			Total Expenses		$ 1,834.81

TRAVEL AND CONFERENCE FY 2024-2025

MILLER **C00022** **Expenses posted as of 3/31/25**

Expense Date	Event Date	Authorization	Event	Location	Amount
11/11/2024	1/29-1/31/2025	TV25D1	League of California Cities Mayor & Council Academy	Garden Grove	675.00
1/10/2025	1/13/2025		League of California Cities - Riverside Divisional Meeting	Desert Hot Springs	60.00
1/24/2025	4/23-4/25/2025	TV25H2	League of California Cities - City Leadership Summit	Sacramento	650.00
1/29/2025	1/29-1/31/2025	TV25D1	League of California Cities Mayor & Council Academy	Garden Grove	131.25
1/29/2025	1/29-1/31/2025	TV25D1	League of California Cities Mayor & Council Academy	Garden Grove	69.60
			Total Expenses		$ 1,585.85

TRAVEL AND CONFERENCE FY 2024-2025

ROYCE **C00023** **Expenses posted as of 3/31/25**

Expense	Event Date	Authorization	Event	Location	Amount
11/11/2024	1/29-1/31/2025	TV25C9	League of California Cities Mayor & Council Academy	Garden Grove	$ 675.00
1/24/2025	4/23-4/25/2025	TV25H6	League of California Cities - City Leadership Summit	Sacramento	650.00
1/29/2025	1/29-1/31/2025	TV25C9	League of California Cities Mayor & Council Academy	Garden Grove	131.25
1/29/2025	1/29-1/31/2025	TV25C9	League of California Cities Mayor & Council Academy	Garden Grove	96.60
			Total Expenses		$ 1,552.85

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Robert Fisher, Acting City Manager**

PREPARED BY: **Michelle Green, Finance Director**
Michelle Green, Interim Administrative Services Director

MEETING DATE: **April 22, 2025**

SUBJECT: **Receive and File Cash and Investments Report for the Month of February 2025**

RECOMMENDATION:

That City Council receive and file Cash and Investment Report for February 2025, in accordance with California Government Code 53646.

BACKGROUND:

The City's investment portfolio is compliant with its Investment Policy and Pooled Cash is expected to meet all disbursement requirements for the next six months.

JUSTIFICATION:

UNRESTRICTED CASH AND INVESTMENTS:

Cash & Investments	January 2025	February 2025
Funds under Control of the City:		
Petty Cash / Cash on Hand	$4,055.00	$4,055.00
Sub-Total	**$4,055.00**	**$4,055.00**
Checking and Savings:		
Wells Fargo - General Account - XXXXX5798	$7,320,186.01	$5,712,013.30
HCN Bank - General Account - XXXXX97479	$50,000.00	$50,000.00
Bank of America - Parking Citations - XXXXXX8776	$145,924.84	$146,227.96
Bank of America - Airport Visa - XXXXXX7548	$618,596.43	$620,952.70
Bank of America - CNG Charge Acct - XXXXXX5594	$79,091.90	$79,091.90
Sub-Total	**$8,213,799.18**	**$6,608,285.86**
See Investment Report for Details of the following investments:		
State of California, Local Agency Investment Fund	**$25,139,527.68**	**$25,139,527.45**
% of Investments in LAIF	**54%**	**54%**
US Bank City of Banning Investment Custody Account XXXXX6000	**$21,348,259.25**	**$21,373,519.10**

Cash and Investments	**$54,705,641.11**	**$53,125,387.41**

RESTRICTED CASH AND INVESTMENTS:

Cash & Investments	January 2025	February 2025
Cash with Fiscal Agents		
US Bank		
2015 Water Revenue Bonds-BUA Water Projects - 258228005	$888,852.32	$891,760.87
2015 Water Revenue Bonds-BUA Water Projects - 258228000	$5,900.43	$5,919.74
2019 Wastewater Revenue Bond - 254226002	$235,013.45	$235,015.45
2019 Wastewater Revenue Bonds 254226000	$115,047.94	$115,048.92
2019 Wastewater Revenue Bonds - BUA Water Projects - Previous Balance less amount required for Refunding - 254226006	$2,503,120.15	$2,503,141.41
2019 Wastewater Revenue Bonds - Interest Account - 254226001	$0.16	$0.16
2019 Wastewater Revenue Bonds - Cost of Issuance Fund - 254226005	$1.43	$1.43
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	$2,546.71	$2,555.04
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685000	$11,933.27	$11,972.31
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	$7,687,606.11	$7,687,638.76
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Revenue Fund - 277166000	$1.82	$406,277.70
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Interest Acct-789582000	$0.06	$0.06
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Principal Acct-789582001	$0.04	$37,838.79
Improvement Dist No 2004-1 (Fair Oaks Ranch Estates) Limited Obligation Improvement Bonds Series 2005A Reserve Fund-789582003	$186,059.15	$186,059.94
PERMA Member Trust Account xxx-xxxx-101.12-00	$2,049,431.77	$2,502,925.14
CAISO - City of Banning XXXXX6994	$129,495.11	$129,965.91
City of Banning - XXXXX5920 - Riverside Public Utilities (RPU)	$933,567.31	$1,172,639.64
Cash with Fiscal Agents US Bank	**$14,748,577.23**	**$15,888,761.27**
Restricted Investment in SCPPA Project Stabilization Fund		
Project Stabilization Fund	**$1,004,195.67**	**$1,011,666.84**
Total Restricted Cash and Investments	**$15,752,772.90**	**$16,900,428.11**

Grand Total Cash and Investments	**$70,458,414.01**	**$70,025,815.52**

BOND RESERVE INSURANCE POLICIES:

Insurance Policy and Purpose	Market Value
2015 Electric Revenue Bond-Reserve Fund - 262685002 - Market Value	$2,428,543.76
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Reserve Fund- 277166004 Market Value	$2,205,497.50

FISCAL IMPACT:

Not applicable.

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the City of Banning's City Council and the California Government Code Section 53601.

I also certify that there exists adequate pooled cash available to meet the City's disbursement requirements for at least the next six months.

ALTERNATIVES:

Not applicable.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Attachment 1 - Investment Report February 2025.pdf
2. Attachment 2 - City of Banning Broker Report February 2025.pdf
3. Attachment 3 - LAIF Market Valuation February 2025.pdf
4. Attachment 4 - PMIA-LAIF Performance Report February 2025.pdf

City of Banning
Report of Investments
February 2025

Investment Held by	Investment Name	Investment Type	CUSIP Number	Standard & Poors Rating	Moodys Rating	Maturity Duration	Par	Market Yield	Market Price	Market Value/Accrued Int	Percentage of Investments
State of California, Local Agency Investment Fund											
	City of Banning	Pooled Investment	N/A	N/A	N/A		$ 25,139,527.45	4.333	100.20611	$ 25,191,342.53	54.0%
	Successor Agency	Pooled Investment	N/A	N/A	N/A		$ 0.23	4.333	100.20611	$ 0.23	0.0%
							$ 25,139,527.68			**$ 25,191,342.76**	**54.0%**
US Bank- Broker Chandler Asset Management											
Government Agencies											
	Total ABS	Asset-Backed Securities	Various	AAA	Aaa	1.54	$ 625,000.00	4.330	101.06918	$ 631,682.38	1.34%
	Total Agency	Federal Agencies	Various	AA+	Aaa	1.01	$ 12,000,000.00	4.380	98.93361	$ 11,872,033.20	25.8%
	Total Cash	Cash and Equivalents	Various	AAA	Aaa	0.00	$ 764.75	0.000	100.00	$ 764.75	0.0%
	Total Commercial Paper	Paper	62479LL78	NA	A-1	0.18	$ -	5.500	99.497	$ -	0.0%
	Total Corporate	Corporate	Various	A+	A1	0.59	$ 3,875,000.00	4.560	99.66820	$ 3,862,142.75	8.3%
	Total Money Market	Money Market/Mutual Funds	31846V401	AAA	Aaa	0.00	$ 87,754.35	3.830	100.00	$ 87,754.35	0.2%
	Total US Treasury	US Treasuries	Various	AA+	Aaa	0.35	$ 4,785,000.00	4.270	99.31529	$ 4,752,236.63	10.3%
							$ 21,373,519.10			**$ 21,206,614.05**	**46.0%**
Total Investments							**$ 46,513,046.78**			**$ 46,397,956.81**	**100.0%**

Reviewed by: Lincoln Bogard Fiscal Services Department / Finance

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Banning | Account #11089 | As of February 28, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Banning | Account #11089 | As of February 28, 2025

Portfolio Characteristics

Average Modified Duration	0.54
Average Coupon	2.53%
Average Purchase YTM	3.30%
Average Market YTM	4.39%
Average Credit Quality*	AA+
Average Final Maturity	0.64
Average Life	0.58

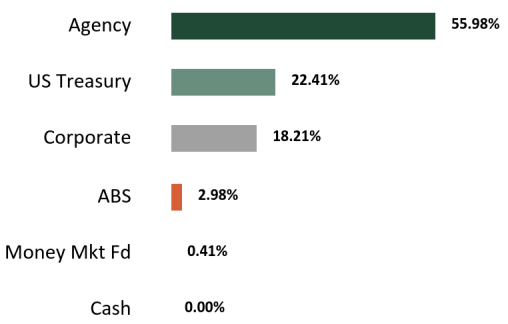
Account Summary

	End Values as of 01/31/2025	End Values as of 02/28/2025
Market Value	21,149,098.97	21,206,613.63
Accrued Interest	146,198.40	175,065.68
Total Market Value	**21,295,297.36**	**21,381,679.31**
Income Earned	61,754.87	59,591.92
Cont/WD	0.00	0.00
Par	21,348,259.25	21,373,519.10
Book Value	21,292,941.91	21,323,332.72
Cost Value	21,205,792.83	21,244,325.84

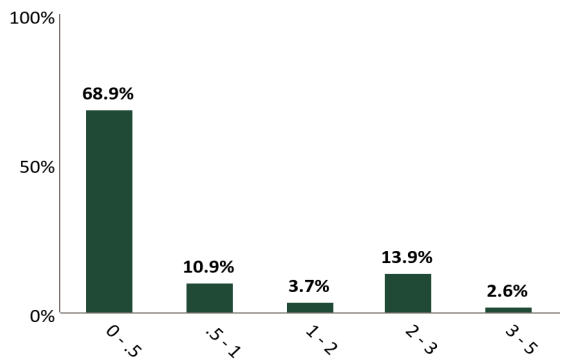
Top Issuers

Federal Home Loan Banks	41.97%
Government of The United States	22.41%
Federal Home Loan Mortgage Corp	14.02%
Amazon.com, Inc.	2.35%
Exxon Mobil Corporation	2.33%
Simon Property Group, Inc.	1.29%
Air Products and Chemicals, Inc.	1.27%
Bank of America Corporation	1.25%

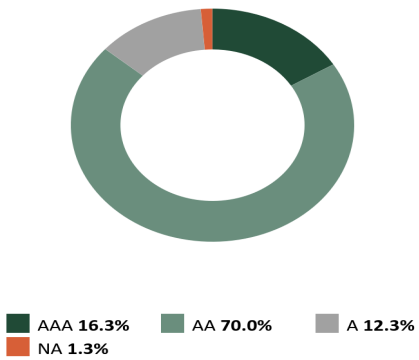
Sector Allocation



Maturity Distribution



Credit Quality (S&P)



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (07/01/23)
City of Banning	0.41%	1.18%	0.81%	5.28%	--	--	--	--	5.41%
Benchmark Return	0.34%	1.13%	0.69%	5.16%	--	--	--	--	5.15%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-1 Year US Treasury Notes & Bonds Secondary Benchmark:

STATEMENT OF COMPLIANCE

CHANDLER ASSET MANAGEMENT

City of Banning | Account #11089 | As of February 28, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	3.0	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	18.2	Compliant	
Max % Issuer (MV)	5.0	2.4	Compliant	
Max Maturity (Years)	5	1	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of February 28, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	56.0	Compliant	
Max % Issuer (MV)	30.0	42.2	Not Compliant	Inherited Securities
Max Callables (MV)	20.0	56.1	Not Compliant	Agency Callables; Inherited Securities; Client Directive Approved Strategy Shift
Max Maturity (Years)	5	2	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.4	Compliant	
Max % Issuer (MV)	20.0	0.4	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Banning | Account #11089 | As of February 28, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	22.4	Compliant	
Max Maturity (Years)	5	0.0	Compliant	

RECONCILIATION SUMMARY

City of Banning | Account #11089 | As of February 28, 2025

Maturities / Calls

Month to Date	**(1,070,000.00)**
Fiscal Year to Date	**(7,285,000.00)**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**2,180,011.83**
Fiscal Year to Date	**15,116,300.52**

Sales

Month to Date	**(1,094,140.26)**
Fiscal Year to Date	**(7,373,358.18)**

Interest Received

Month to Date	**19,733.93**
Fiscal Year to Date	**306,097.64**

Purchased / Sold Interest

Month to Date	**(3,862.36)**
Fiscal Year to Date	**(28,155.30)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Book Value	21,292,941.91	20,890,632.11
Maturities/Calls	(1,070,000.00)	(7,285,000.00)
Principal Paydowns	0.00	0.00
Purchases	2,180,011.83	15,116,300.52
Sales	(1,094,140.26)	(7,373,358.18)
Change in Cash, Payables, Receivables	(333.82)	(182,250.17)
Amortization/Accretion	14,853.06	157,008.45
Realized Gain (Loss)	0.00	(0.00)
Ending Book Value	21,323,332.72	21,323,332.72

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2024)
Beginning Market Value	21,149,098.97	20,501,414.03
Maturities/Calls	(1,070,000.00)	(7,285,000.00)
Principal Paydowns	0.00	0.00
Purchases	2,180,011.83	15,116,300.52
Sales	(1,094,140.26)	(7,373,358.18)
Change in Cash, Payables, Receivables	(333.82)	(182,250.17)
Amortization/Accretion	14,853.06	157,008.45
Change in Net Unrealized Gain (Loss)	27,123.85	272,498.99
Realized Gain (Loss)	0.00	(0.00)
Ending Market Value	21,206,613.63	21,206,613.63

HOLDINGS REPORT

City of Banning | Account #11089 | As of February 28, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	45,000.00	08/08/2023 5.36%	44,994.60 44,997.16	100.36 4.49%	45,162.81 73.98	0.21% 165.65	NA/AAA AAA	1.73 0.38
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	40,000.00	07/12/2023 5.47%	39,992.91 39,995.40	100.73 4.47%	40,290.23 36.47	0.19% 294.83	NA/AAA AAA	2.99 0.68
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	195,000.00	09/12/2023 5.40%	194,986.60 194,990.77	101.06 4.40%	197,076.71 474.93	0.93% 2,085.94	AAA/NA AAA	3.21 0.93
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	45,000.00	07/11/2023 5.66%	44,998.26 44,998.83	100.89 4.41%	45,399.25 102.19	0.21% 400.42	AAA/AAA NA	3.30 0.80
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2028	215,000.00	09/12/2023 5.29%	214,990.39 214,993.18	101.47 4.28%	218,163.08 499.76	1.03% 3,169.90	NA/AAA AAA	3.55 1.44
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	85,000.00	01/09/2025 4.67%	84,993.68 84,993.84	100.69 4.13%	85,590.27 163.63	0.40% 596.44	AAA/NA AAA	4.80 1.29
Total ABS		**625,000.00**	**5.28%**	**624,956.44 624,969.18**	**101.07 4.33%**	**631,682.36 1,350.94**	**2.98% 6,713.18**		**3.43 1.09**
AGENCY									
3130ARFY2	FEDERAL HOME LOAN BANKS 3.0 04/14/2025	3,000,000.00	04/14/2022 3.00%	3,000,000.00 3,000,000.00	99.83 4.46%	2,994,856.71 34,250.00	14.12% (5,143.29)	AAA/AA AA	0.12 0.11
3130ARGD7	FEDERAL HOME LOAN BANKS 4.0 04/14/2025	3,000,000.00	04/14/2022 3.00%	3,000,000.00 3,000,000.00	99.94 4.49%	2,998,103.13 45,666.67	14.14% (1,896.87)	AAA/AA AA	0.12 0.11
3134GW6Z4	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025	3,000,000.00	10/30/2020 0.48%	3,000,000.00 3,000,000.00	99.08 4.40%	2,972,342.88 4,880.00	14.02% (27,657.12)	AAA/AA AA	0.25 0.23
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	3,000,000.00	03/30/2022 2.60%	3,000,000.00 3,000,000.00	96.89 4.18%	2,906,730.18 32,716.67	13.71% (93,269.82)	AAA/AA AA	2.08 1.97
Total Agency		**12,000,000.00**	**2.27%**	**12,000,000.00 12,000,000.00**	**98.95 4.38%**	**11,872,032.90 117,513.33**	**55.98% (127,967.10)**		**0.63 0.60**
CASH									
CCYUSD	Receivable	764.75	-- 0.00%	764.75 764.75	1.00 0.00%	764.75 0.00	0.00% 0.00	AAA/AAA AAA	0.00 0.00
Total Cash		**764.75**	**0.00%**	**764.75 764.75**	**1.00 0.00%**	**764.75 0.00**	**0.00% 0.00**		**0.00 0.00**
CORPORATE									

HOLDINGS REPORT

City of Banning | Account #11089 | As of February 28, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
00440EAS6	CHUBB INA HOLDINGS LLC 3.15 03/15/2025	250,000.00	04/22/2024 5.44%	245,082.50 249,788.17	99.93 5.21%	249,822.32 3,631.25	1.18% 34.15	A/A A	0.04 0.03
89236TGX7	TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025	260,000.00	04/30/2024 5.53%	254,217.60 259,463.31	99.87 4.66%	259,653.89 3,250.00	1.22% 190.58	A/A A	0.09 0.08
023135CE4	AMAZON.COM INC 3.0 04/13/2025	500,000.00	06/08/2023 4.67%	485,440.00 499,066.94	99.81 4.63%	499,071.70 5,750.00	2.35% 4.75	A/AA AA	0.12 0.11
756109AV6	REALTY INCOME CORP 3.875 04/15/2025	260,000.00	05/14/2024 5.57%	256,105.20 259,475.25	99.90 4.68%	259,736.70 3,806.11	1.22% 261.45	A/A NA	0.13 0.12
6174468C6	MORGAN STANLEY 4.0 07/23/2025	260,000.00	09/12/2024 4.56%	258,780.61 259,439.00	99.78 4.56%	259,428.45 1,097.78	1.22% (10.56)	A/A A	0.40 0.38
06051GFS3	BANK OF AMERICA CORP 3.875 08/01/2025	265,000.00	08/12/2024 4.88%	262,506.35 263,919.18	99.73 4.53%	264,283.64 855.73	1.25% 364.46	A/A AA	0.42 0.40
20030NBN0	COMCAST CORP 3.375 08/15/2025	260,000.00	07/22/2024 5.17%	255,247.20 257,954.34	99.50 4.50%	258,700.05 390.00	1.22% 745.71	A/A A	0.46 0.44
828807CV7	SIMON PROPERTY GROUP LP 3.5 09/01/2025	275,000.00	12/16/2024 4.65%	272,819.25 273,444.74	99.43 4.68%	273,435.90 4,812.50	1.29% (8.83)	A/A NA	0.51 0.48
24422EWJ4	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	260,000.00	07/09/2024 5.06%	257,056.80 258,677.29	99.87 4.31%	259,664.58 5,060.25	1.22% 987.29	A/A A	0.53 0.49
009158BB1	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	275,000.00	11/12/2024 4.51%	267,597.00 269,976.54	98.24 4.43%	270,154.30 1,558.33	1.27% 177.76	A/A NA	0.63 0.60
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00	02/24/2025 4.49%	261,326.00 261,309.32	100.49 4.50%	261,277.59 1,916.46	1.23% (31.74)	A/A AA	0.86 0.82
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	500,000.00	06/08/2023 4.53%	481,105.00 493,054.71	98.73 4.36%	493,647.01 7,607.50	2.33% 592.30	AA/AA NA	1.00 0.97
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	250,000.00	10/16/2024 4.23%	254,312.50 253,538.31	101.31 4.33%	253,266.53 2,945.35	1.19% (271.78)	AA/AA AA	1.77 1.58
Total Corporate		**3,875,000.00**	**4.83%**	**3,811,596.01** **3,859,107.11**	**99.67** **4.56%**	**3,862,142.65** **42,681.26**	**18.21%** **3,035.55**		**0.54** **0.50**
MONEY MARKET FUND									
31846V401	FIRST AMER:GVT OBLG D	87,754.35	-- 3.83%	87,754.35 87,754.35	1.00 3.83%	87,754.35 0.00	0.41% 0.00	AAA/AAA AAA	0.00 0.00
Total Money Market Fund		**87,754.35**	**3.83%**	**87,754.35** **87,754.35**	**1.00** **3.83%**	**87,754.35** **0.00**	**0.41%** **0.00**		**0.00** **0.00**

HOLDINGS REPORT

City of Banning | Account #11089 | As of February 28, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
US TREASURY									
912797MM6	UNITED STATES TREASURY 03/06/2025	575,000.00	-- 4.48%	564,689.77 574,653.52	99.96 4.28%	574,797.79 0.00	2.71% 144.27	A/AAA AAA	0.02 0.01
912797NR4	UNITED STATES TREASURY 03/18/2025	600,000.00	11/18/2024 4.52%	591,288.21 598,755.46	99.82 4.34%	598,932.50 0.00	2.82% 177.04	A/AAA AAA	0.05 0.04
912797LN5	UNITED STATES TREASURY 06/12/2025	420,000.00	12/16/2024 4.33%	411,363.14 414,974.03	98.83 4.29%	415,068.68 0.00	1.96% 94.64	A/AAA AAA	0.28 0.27
91282CEU1	UNITED STATES TREASURY 2.875 06/15/2025	500,000.00	10/21/2024 4.30%	495,468.75 497,964.78	99.57 4.36%	497,863.28 3,001.37	2.35% (101.50)	AAA/AA AA	0.29 0.28
912797NW3	UNITED STATES TREASURY 06/26/2025	350,000.00	01/21/2025 4.31%	343,707.00 345,249.80	98.66 4.30%	345,326.53 0.00	1.63% 76.73	A/AAA AAA	0.32 0.31
912797NX1	UNITED STATES TREASURY 07/03/2025	250,000.00	01/06/2025 4.28%	244,920.47 246,441.46	98.58 4.30%	246,459.99 0.00	1.16% 18.53	A/AAA AAA	0.34 0.33
912797PE1	UNITED STATES TREASURY 07/17/2025	350,000.00	01/21/2025 4.31%	342,868.95 344,408.61	98.42 4.31%	344,470.47 0.00	1.62% 61.86	A/AAA AAA	0.38 0.37
912797PP6	UNITED STATES TREASURY 08/21/2025	500,000.00	02/24/2025 4.34%	489,695.65 489,928.52	98.03 4.29%	490,147.71 0.00	2.31% 219.19	A/AAA AAA	0.48 0.46
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	400,000.00	12/30/2024 4.24%	400,859.38 400,697.74	100.19 4.22%	400,750.00 5,270.72	1.89% 52.26	AAA/AA AA	0.71 0.68
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	340,000.00	02/10/2025 4.26%	339,256.25 339,299.86	99.87 4.16%	339,556.41 2,839.56	1.60% 256.55	AAA/AA AA	0.79 0.76
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00	06/08/2023 4.27%	495,136.72 498,363.56	99.77 4.14%	498,863.28 2,408.49	2.35% 499.72	AAA/AA AA	0.88 0.84
Total US Treasury		**4,785,000.00**	**4.35%**	**4,719,254.29 4,750,737.34**	**99.32 4.27%**	**4,752,236.62 13,520.15**	**22.41% 1,499.28**		**0.39 0.37**
Total Portfolio		**21,373,519.10**	**3.30%**	**21,244,325.84 21,323,332.72**	**98.82 4.39%**	**21,206,613.63 175,065.68**	**100.00% (116,719.09)**		**0.64 0.54**
Total Market Value + Accrued						**21,381,679.31**			

TRANSACTION LEDGER

City of Banning | Account #11089 | As of February 28, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/03/2025	31846V401	1,098.57	FIRST AMER:GVT OBLG D	1.000	3.87%	(1,098.57)	0.00	(1,098.57)	0.00
Purchase	02/03/2025	31846V401	5,134.38	FIRST AMER:GVT OBLG D	1.000	3.87%	(5,134.38)	0.00	(5,134.38)	0.00
Purchase	02/07/2025	31846V401	262,437.50	FIRST AMER:GVT OBLG D	1.000	3.84%	(262,437.50)	0.00	(262,437.50)	0.00
Purchase	02/11/2025	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025	99.781	4.26%	(339,256.25)	(2,167.03)	(341,423.28)	0.00
Purchase	02/13/2025	31846V401	225,000.00	FIRST AMER:GVT OBLG D	1.000	3.83%	(225,000.00)	0.00	(225,000.00)	0.00
Purchase	02/18/2025	31846V401	6,779.40	FIRST AMER:GVT OBLG D	1.000	3.83%	(6,779.40)	0.00	(6,779.40)	0.00
Purchase	02/20/2025	31846V401	201.75	FIRST AMER:GVT OBLG D	1.000	3.84%	(201.75)	0.00	(201.75)	0.00
Purchase	02/20/2025	31846V401	325,000.00	FIRST AMER:GVT OBLG D	1.000	3.84%	(325,000.00)	0.00	(325,000.00)	0.00
Purchase	02/24/2025	31846V401	263,900.00	FIRST AMER:GVT OBLG D	1.000	3.83%	(263,900.00)	0.00	(263,900.00)	0.00
Purchase	02/25/2025	31846V401	182.33	FIRST AMER:GVT OBLG D	1.000	3.83%	(182.33)	0.00	(182.33)	0.00
Purchase	02/25/2025	912797PP6	500,000.00	UNITED STATES TREASURY 08/21/2025	97.939	4.34%	(489,695.65)	0.00	(489,695.65)	0.00
Purchase	02/25/2025	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026	100.510	4.49%	(261,326.00)	(1,695.33)	(263,021.33)	0.00
Total Purchase			**2,189,733.93**				**(2,180,011.83)**	**(3,862.36)**	**(2,183,874.19)**	**0.00**
TOTAL ACQUISITIONS			**2,189,733.93**				**(2,180,011.83)**	**(3,862.36)**	**(2,183,874.19)**	**0.00**
DISPOSITIONS										
Maturity	02/07/2025	63743HFC1	(260,000.00)	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025	100.000	1.88%	260,000.00	0.00	260,000.00	0.00
Maturity	02/13/2025	912797MK0	(225,000.00)	UNITED STATES TREASURY 02/13/2025	100.000	0.00%	225,000.00	0.00	225,000.00	0.00
Maturity	02/20/2025	912797KA4	(325,000.00)	UNITED STATES TREASURY 02/20/2025	100.000	0.00%	325,000.00	0.00	325,000.00	0.00
Maturity	02/24/2025	06406HDA4	(260,000.00)	BANK OF NEW YORK MELLON CORP 3.0 02/24/2025	100.000	3.00%	260,000.00	0.00	260,000.00	0.00
Total Maturity			**(1,070,000.00)**				**1,070,000.00**	**0.00**	**1,070,000.00**	**0.00**

TRANSACTION LEDGER

City of Banning | Account #11089 | As of February 28, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Sale	02/11/2025	31846V401	(341,423.28)	FIRST AMER:GVT OBLG D	1.000	3.84%	341,423.28	0.00	341,423.28	0.00
Sale	02/25/2025	31846V401	(752,716.98)	FIRST AMER:GVT OBLG D	1.000	3.83%	752,716.98	0.00	752,716.98	0.00
Total Sale			**(1,094,140.26)**				**1,094,140.26**	**0.00**	**1,094,140.26**	**0.00**
TOTAL DISPOSITIONS			**(2,164,140.26)**				**2,164,140.26**	**0.00**	**2,164,140.26**	**0.00**
OTHER TRANSACTIONS										
Coupon	02/01/2025	06051GFS3	0.00	BANK OF AMERICA CORP 3.875 08/01/2025		4.88%	5,134.38	0.00	5,134.38	0.00
Coupon	02/07/2025	63743HFC1	0.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025		1.88%	2,437.50	0.00	2,437.50	0.00
Coupon	02/15/2025	20030NBN0	0.00	COMCAST CORP 3.375 08/15/2025		5.17%	4,387.50	0.00	4,387.50	0.00
Coupon	02/15/2025	02582JKD1	0.00	AMXCA 2023-3 A 5.23 09/15/2028		5.29%	937.04	0.00	937.04	0.00
Coupon	02/15/2025	47787CAC7	0.00	JDOT 2023-C A3 5.48 05/15/2028		5.55%	890.50	0.00	890.50	0.00
Coupon	02/16/2025	362955AD8	0.00	GMCAR 2025-1 A3 4.62 12/17/2029		4.67%	359.98	0.00	359.98	0.00
Coupon	02/16/2025	36267KAD9	0.00	GMCAR 2023-3 A3 5.45 06/16/2028		5.51%	204.38	0.00	204.38	0.00
Coupon	02/20/2025	379929AD4	0.00	GMALT 2023-3 A3 5.38 11/20/2026		5.46%	201.75	0.00	201.75	0.00
Coupon	02/24/2025	06406HDA4	0.00	BANK OF NEW YORK MELLON CORP 3.0 02/24/2025		3.00%	3,900.00	0.00	3,900.00	0.00
Coupon	02/25/2025	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.55%	182.33	0.00	182.33	0.00
Total Coupon			**0.00**				**18,635.36**	**0.00**	**18,635.36**	**0.00**
Dividend	02/28/2025	31846V401	0.00	FIRST AMER:GVT OBLG D		3.83%	764.75	0.00	764.75	0.00
Total Dividend			**0.00**				**764.75**	**0.00**	**764.75**	**0.00**

TRANSACTION LEDGER

City of Banning | Account #11089 | As of February 28, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
TOTAL OTHER TRANSACTIONS			**0.00**				**19,400.11**	**0.00**	**19,400.11**	**0.00**

INCOME EARNED

City of Banning | Account #11089 | As of February 28, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V401	FIRST AMER:GVT OBLG D	87,754.35	92,160.68 1,089,733.93 (1,094,140.26) 87,754.35	0.00 1,098.57 0.00 1,098.57	0.00 0.00 0.00 1,098.57	1,098.57
CCYUSD	Receivable	764.75	1,098.57 0.00 0.00 764.75	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**88,519.10**	**93,259.25** **1,089,733.93** **(1,094,140.26)** **88,519.10**	**0.00** **1,098.57** **0.00** **1,098.57**	**0.00** **0.00** **0.00** **1,098.57**	**1,098.57**
FIXED INCOME						
00440EAS6	CHUBB INA HOLDINGS LLC 3.15 03/15/2025	04/22/2024 04/24/2024 250,000.00	249,364.51 0.00 0.00 249,788.17	2,975.00 0.00 3,631.25 656.25	423.66 0.00 423.66 1,079.91	1,079.91
009158BB1	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	11/12/2024 11/13/2024 275,000.00	269,359.62 0.00 0.00 269,976.54	1,214.58 0.00 1,558.33 343.75	616.92 0.00 616.92 960.67	960.67
023135CE4	AMAZON.COM INC 3.0 04/13/2025	06/08/2023 06/12/2023 500,000.00	498,459.37 0.00 0.00 499,066.94	4,500.00 0.00 5,750.00 1,250.00	607.57 0.00 607.57 1,857.57	1,857.57
02582JKD1	AMXCA 2023-3 A 5.23 09/15/2028	09/12/2023 09/19/2023 215,000.00	214,993.03 0.00 0.00 214,993.18	499.76 937.04 499.76 937.04	0.15 0.00 0.15 937.19	937.19
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/12/2023 07/18/2023 40,000.00	39,995.29 0.00 0.00 39,995.40	36.47 182.33 36.47 182.33	0.12 0.00 0.12 182.45	182.45

INCOME EARNED

City of Banning | Account #11089 | As of February 28, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06051GFS3	BANK OF AMERICA CORP 3.875 08/01/2025	08/12/2024 08/13/2024 265,000.00	263,721.39 0.00 0.00 263,919.18	5,134.38 5,134.38 855.73 855.73	197.80 0.00 197.80 1,053.53	1,053.53
06406HDA4	BANK OF NEW YORK MELLON CORP 3.0 02/24/2025	04/30/2024 05/02/2024 0.00	259,610.90 0.00 (260,000.00) 0.00	3,401.67 3,900.00 0.00 498.33	389.10 0.00 389.10 887.43	887.43
20030NBN0	COMCAST CORP 3.375 08/15/2025	07/22/2024 07/23/2024 260,000.00	257,611.35 0.00 0.00 257,954.34	4,046.25 4,387.50 390.00 731.25	342.99 0.00 342.99 1,074.24	1,074.24
24422EWJ4	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	07/09/2024 07/10/2024 260,000.00	258,483.39 0.00 0.00 258,677.29	4,182.75 0.00 5,060.25 877.50	193.90 0.00 193.90 1,071.40	1,071.40
30231GAT9	EXXON MOBIL CORP 3.043 03/01/2026	06/08/2023 06/12/2023 500,000.00	492,521.92 0.00 0.00 493,054.71	6,339.58 0.00 7,607.50 1,267.92	532.79 0.00 532.79 1,800.71	1,800.71
3130ARF55	FEDERAL HOME LOAN BANKS 2.6 03/30/2027	03/30/2022 03/30/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	26,216.67 0.00 32,716.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
3130ARFY2	FEDERAL HOME LOAN BANKS 3.0 04/14/2025	04/14/2022 04/14/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	26,750.00 0.00 34,250.00 7,500.00	0.00 0.00 0.00 7,500.00	7,500.00
3130ARGD7	FEDERAL HOME LOAN BANKS 4.0 04/14/2025	04/14/2022 04/14/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	35,666.67 0.00 45,666.67 10,000.00	0.00 0.00 0.00 10,000.00	10,000.00
3134GW6Z4	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025	10/30/2020 10/30/2020 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	3,680.00 0.00 4,880.00 1,200.00	0.00 0.00 0.00 1,200.00	1,200.00

INCOME EARNED

City of Banning | Account #11089 | As of February 28, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
36267KAD9	GMCAR 2023-3 A3 5.45 06/16/2028	07/11/2023 07/19/2023 45,000.00	44,998.81 0.00 0.00 44,998.83	102.19 204.38 102.19 204.38	0.03 0.00 0.03 204.41	204.41
362955AD8	GMCAR 2025-1 A3 4.62 12/17/2029	01/09/2025 01/15/2025 85,000.00	84,993.74 0.00 0.00 84,993.84	174.53 359.98 163.63 349.07	0.10 0.00 0.10 349.17	349.17
379929AD4	GMALT 2023-3 A3 5.38 11/20/2026	08/08/2023 08/11/2023 45,000.00	44,997.03 0.00 0.00 44,997.16	73.98 201.75 73.98 201.75	0.13 0.00 0.13 201.88	201.88
47787CAC7	JDOT 2023-C A3 5.48 05/15/2028	09/12/2023 09/19/2023 195,000.00	194,990.55 0.00 0.00 194,990.77	474.93 890.50 474.93 890.50	0.22 0.00 0.22 890.72	890.72
48125LRU8	JPMORGAN CHASE BANK NA 5.11 12/08/2026	10/16/2024 10/17/2024 250,000.00	253,698.89 0.00 0.00 253,538.31	1,880.76 0.00 2,945.35 1,064.58	0.00 (160.57) (160.57) 904.01	904.01
6174468C6	MORGAN STANLEY 4.0 07/23/2025	09/12/2024 09/13/2024 260,000.00	259,329.92 0.00 0.00 259,439.00	231.11 0.00 1,097.78 866.67	109.08 0.00 109.08 975.75	975.75
63743HFC1	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 1.875 02/07/2025	05/07/2024 05/09/2024 0.00	259,850.04 0.00 (260,000.00) 0.00	2,356.25 2,437.50 0.00 81.25	149.97 0.00 149.97 231.22	231.22
756109AV6	REALTY INCOME CORP 3.875 04/15/2025	05/14/2024 05/16/2024 260,000.00	259,148.74 0.00 0.00 259,475.25	2,966.53 0.00 3,806.11 839.58	326.51 0.00 326.51 1,166.09	1,166.09
828807CV7	SIMON PROPERTY GROUP LP 3.5 09/01/2025	12/16/2024 12/17/2024 275,000.00	273,208.07 0.00 0.00 273,444.74	4,010.42 0.00 4,812.50 802.08	236.67 0.00 236.67 1,038.75	1,038.75

INCOME EARNED

City of Banning | Account #11089 | As of February 28, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89115A2K7	TORONTO-DOMINION BANK 5.103 01/09/2026	02/24/2025 02/25/2025 260,000.00	0.00 261,326.00 0.00 261,309.32	0.00 (1,695.33) 1,916.46 221.13	0.00 (16.68) (16.68) 204.45	204.45
89236TGX7	TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025	04/30/2024 05/02/2024 260,000.00	258,978.56 0.00 0.00 259,463.31	2,600.00 0.00 3,250.00 650.00	484.75 0.00 484.75 1,134.75	1,134.75
912797KA4	UNITED STATES TREASURY 02/20/2025	09/24/2024 09/25/2024 0.00	324,254.28 0.00 (325,000.00) 0.00	0.00 0.00 0.00 0.00	745.72 0.00 745.72 745.72	745.72
912797LN5	UNITED STATES TREASURY 06/12/2025	12/16/2024 12/17/2024 420,000.00	413,607.75 0.00 0.00 414,974.03	0.00 0.00 0.00 0.00	1,366.28 0.00 1,366.28 1,366.28	1,366.28
912797MK0	UNITED STATES TREASURY 02/13/2025	08/19/2024 08/20/2024 0.00	224,640.90 0.00 (225,000.00) 0.00	0.00 0.00 0.00 0.00	359.10 0.00 359.10 359.10	359.10
912797MM6	UNITED STATES TREASURY 03/06/2025	575,000.00	572,713.25 0.00 0.00 574,653.52	0.00 0.00 0.00 0.00	1,940.27 0.00 1,940.27 1,940.27	1,940.27
912797NR4	UNITED STATES TREASURY 03/18/2025	11/18/2024 11/19/2024 600,000.00	596,705.63 0.00 0.00 598,755.46	0.00 0.00 0.00 0.00	2,049.83 0.00 2,049.83 2,049.83	2,049.83
912797NW3	UNITED STATES TREASURY 06/26/2025	01/21/2025 01/22/2025 350,000.00	344,113.00 0.00 0.00 345,249.80	0.00 0.00 0.00 0.00	1,136.80 0.00 1,136.80 1,136.80	1,136.80
912797NX1	UNITED STATES TREASURY 07/03/2025	01/06/2025 01/07/2025 250,000.00	245,637.92 0.00 0.00 246,441.46	0.00 0.00 0.00 0.00	803.54 0.00 803.54 803.54	803.54

INCOME EARNED

City of Banning | Account #11089 | As of February 28, 2025

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912797PE1	UNITED STATES TREASURY 07/17/2025	01/21/2025 01/22/2025 350,000.00	343,274.12 0.00 0.00 344,408.61	0.00 0.00 0.00 0.00	1,134.49 0.00 1,134.49 1,134.49	1,134.49
912797PP6	UNITED STATES TREASURY 08/21/2025	02/24/2025 02/25/2025 500,000.00	0.00 489,695.65 0.00 489,928.52	0.00 0.00 0.00 0.00	232.87 0.00 232.87 232.87	232.87
91282CEU1	UNITED STATES TREASURY 2.875 06/15/2025	10/21/2024 10/22/2024 500,000.00	497,427.17 0.00 0.00 497,964.78	1,895.60 0.00 3,001.37 1,105.77	537.61 0.00 537.61 1,643.38	1,643.38
91282CFW6	UNITED STATES TREASURY 4.5 11/15/2025	12/30/2024 12/31/2024 400,000.00	400,773.17 0.00 0.00 400,697.74	3,878.45 0.00 5,270.72 1,392.27	0.00 (75.43) (75.43) 1,316.83	1,316.83
91282CGA3	UNITED STATES TREASURY 4.0 12/15/2025	02/10/2025 02/11/2025 340,000.00	0.00 339,256.25 0.00 339,299.86	0.00 (2,167.03) 2,839.56 672.53	43.61 0.00 43.61 716.14	716.14
91282CGE5	UNITED STATES TREASURY 3.875 01/15/2026	06/08/2023 06/09/2023 500,000.00	498,220.38 0.00 0.00 498,363.56	909.88 0.00 2,408.49 1,498.62	143.19 0.00 143.19 1,641.81	1,641.81
Total Fixed Income		**21,285,000.00**	**21,199,682.66 1,090,277.90 (1,070,000.00) 21,234,813.62**	**146,198.40 14,773.00 175,065.68 43,640.29**	**15,105.75 (252.68) 14,853.06 58,493.35**	**58,493.35**
TOTAL PORTFOLIO		**21,373,519.10**	**21,292,941.91 2,180,011.83 (2,164,140.26) 21,323,332.72**	**146,198.40 15,871.57 175,065.68 44,738.86**	**15,105.75 (252.68) 14,853.06 59,591.92**	**59,591.92**

CASH FLOW REPORT

City of Banning | Account #11089 | As of February 28, 2025

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MARCH 2025							
03/06/2025	Final Maturity	912797MM6	575,000.00	UNITED STATES TREASURY 03/06/2025	575,000.00		575,000.00
03/10/2025	Coupon	24422EWJ4	260,000.00	JOHN DEERE CAPITAL CORP 4.05 09/08/2025		5,265.00	5,265.00
03/17/2025	Coupon	00440EAS6	250,000.00	CHUBB INA HOLDINGS LLC 3.15 03/15/2025		3,937.50	3,937.50
03/17/2025	Final Maturity	00440EAS6	250,000.00	CHUBB INA HOLDINGS LLC 3.15 03/15/2025	250,000.00		250,000.00
03/17/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
03/17/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		204.38	204.38
03/17/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
03/17/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
03/18/2025	Final Maturity	912797NR4	600,000.00	UNITED STATES TREASURY 03/18/2025	600,000.00		600,000.00
03/20/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		201.75	201.75
03/20/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	2,567.50		2,567.50
03/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		182.33	182.33
03/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	1,785.35		1,785.35
03/31/2025	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
March 2025 Total					**1,429,352.85**	**50,945.75**	**1,480,298.60**
APRIL 2025							
04/01/2025	Coupon	89236TGX7	260,000.00	TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025		3,900.00	3,900.00
04/01/2025	Final Maturity	89236TGX7	260,000.00	TOYOTA MOTOR CREDIT CORP 3.0 04/01/2025	260,000.00		260,000.00
04/14/2025	Coupon	023135CE4	500,000.00	AMAZON.COM INC 3.0 04/13/2025		7,500.00	7,500.00
04/14/2025	Final Maturity	023135CE4	500,000.00	AMAZON.COM INC 3.0 04/13/2025	500,000.00		500,000.00
04/14/2025	Coupon	3130ARFY2	3,000,000.00	FEDERAL HOME LOAN BANKS 3.0 04/14/2025		45,000.00	45,000.00
04/14/2025	Final Maturity	3130ARFY2	3,000,000.00	FEDERAL HOME LOAN BANKS 3.0 04/14/2025	3,000,000.00		3,000,000.00
04/14/2025	Coupon	3130ARGD7	3,000,000.00	FEDERAL HOME LOAN BANKS 4.0 04/14/2025		60,000.00	60,000.00
04/14/2025	Final Maturity	3130ARGD7	3,000,000.00	FEDERAL HOME LOAN BANKS 4.0 04/14/2025	3,000,000.00		3,000,000.00
04/15/2025	Coupon	009158BB1	275,000.00	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025		2,062.50	2,062.50
04/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
04/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
04/15/2025	Coupon	756109AV6	260,000.00	REALTY INCOME CORP 3.875 04/15/2025		5,037.50	5,037.50
04/15/2025	Final Maturity	756109AV6	260,000.00	REALTY INCOME CORP 3.875 04/15/2025	260,000.00		260,000.00
04/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		204.38	204.38

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
04/21/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		190.24	190.24
04/21/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	4,835.58		4,835.58
04/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		174.20	174.20
04/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	2,466.01		2,466.01
04/29/2025	Coupon	3134GW6Z4	3,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025		7,200.00	7,200.00
April 2025 Total					**7,027,301.59**	**133,423.60**	**7,160,725.19**
MAY 2025							
05/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
05/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50
05/15/2025	Coupon	91282CFW6	400,000.00	UNITED STATES TREASURY 4.5 11/15/2025		9,000.00	9,000.00
05/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		204.38	204.38
05/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	1,258.27		1,258.27
05/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
05/20/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		168.56	168.56
05/20/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	6,028.36		6,028.36
05/26/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		162.95	162.95
05/26/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	2,354.57		2,354.57
05/29/2025	Coupon	3134GW6Z4	3,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025		1,200.00	1,200.00
05/29/2025	Final Maturity	3134GW6Z4	3,000,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.48 05/29/2025	3,000,000.00		3,000,000.00
May 2025 Total					**3,009,641.19**	**12,890.68**	**3,022,531.87**
JUNE 2025							
06/09/2025	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
06/12/2025	Final Maturity	912797LN5	420,000.00	UNITED STATES TREASURY 06/12/2025	420,000.00		420,000.00
06/16/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
06/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		198.66	198.66
06/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,475.81		2,475.81
06/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
06/16/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		890.50	890.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/16/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	8,489.29		8,489.29
06/16/2025	Coupon	91282CEU1	500,000.00	UNITED STATES TREASURY 2.875 06/15/2025		7,187.50	7,187.50
06/16/2025	Final Maturity	91282CEU1	500,000.00	UNITED STATES TREASURY 2.875 06/15/2025	500,000.00		500,000.00
06/16/2025	Coupon	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025		6,800.00	6,800.00
06/20/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		141.53	141.53
06/20/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	5,472.62		5,472.62
06/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		152.22	152.22
06/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	2,312.38		2,312.38
06/26/2025	Final Maturity	912797NW3	350,000.00	UNITED STATES TREASURY 06/26/2025	350,000.00		350,000.00
June 2025 Total					**1,288,750.09**	**23,022.21**	**1,311,772.30**
JULY 2025							
07/03/2025	Final Maturity	912797NX1	250,000.00	UNITED STATES TREASURY 07/03/2025	250,000.00		250,000.00
07/09/2025	Coupon	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026		6,633.90	6,633.90
07/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
07/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		851.73	851.73
07/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	13,528.75		13,528.75
07/15/2025	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
07/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		187.42	187.42
07/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,491.32		2,491.32
07/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
07/17/2025	Final Maturity	912797PE1	350,000.00	UNITED STATES TREASURY 07/17/2025	350,000.00		350,000.00
07/21/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		117.00	117.00
07/21/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	5,233.96		5,233.96
07/23/2025	Coupon	6174468C6	260,000.00	MORGAN STANLEY 4.0 07/23/2025		5,200.00	5,200.00
07/23/2025	Final Maturity	6174468C6	260,000.00	MORGAN STANLEY 4.0 07/23/2025	260,000.00		260,000.00
07/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		141.68	141.68
07/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	2,263.63		2,263.63
July 2025 Total					**883,517.65**	**24,083.52**	**907,601.17**
AUGUST 2025							
08/01/2025	Coupon	06051GFS3	265,000.00	BANK OF AMERICA CORP 3.875 08/01/2025		5,134.38	5,134.38
08/01/2025	Final Maturity	06051GFS3	265,000.00	BANK OF AMERICA CORP 3.875 08/01/2025	265,000.00		265,000.00
08/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2025	Coupon	20030NBN0	260,000.00	COMCAST CORP 3.375 08/15/2025		4,387.50	4,387.50
08/15/2025	Final Maturity	20030NBN0	260,000.00	COMCAST CORP 3.375 08/15/2025	260,000.00		260,000.00
08/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		789.95	789.95
08/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	10,344.43		10,344.43
08/18/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		176.10	176.10
08/18/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,417.55		2,417.55
08/18/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
08/20/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		93.53	93.53
08/20/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	4,999.91		4,999.91
08/21/2025	Final Maturity	912797PP6	500,000.00	UNITED STATES TREASURY 08/21/2025	500,000.00		500,000.00
08/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		131.36	131.36
08/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	2,195.95		2,195.95
August 2025 Total					**1,044,957.84**	**11,977.11**	**1,056,934.95**
SEPTEMBER 2025							
09/02/2025	Coupon	30231GAT9	500,000.00	EXXON MOBIL CORP 3.043 03/01/2026		7,607.50	7,607.50
09/02/2025	Coupon	828807CV7	275,000.00	SIMON PROPERTY GROUP LP 3.5 09/01/2025		4,812.50	4,812.50
09/02/2025	Final Maturity	828807CV7	275,000.00	SIMON PROPERTY GROUP LP 3.5 09/01/2025	275,000.00		275,000.00
09/08/2025	Coupon	24422EWJ4	260,000.00	JOHN DEERE CAPITAL CORP 4.05 09/08/2025		5,265.00	5,265.00
09/08/2025	Final Maturity	24422EWJ4	260,000.00	JOHN DEERE CAPITAL CORP 4.05 09/08/2025	260,000.00		260,000.00
09/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
09/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		742.71	742.71
09/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	8,214.74		8,214.74
09/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		165.12	165.12
09/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,371.80		2,371.80
09/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
09/22/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		71.12	71.12
09/22/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	5,756.33		5,756.33
09/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		121.35	121.35
09/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	2,150.79		2,150.79
09/30/2025	Coupon	3130ARF55	3,000,000.00	FEDERAL HOME LOAN BANKS 2.6 03/30/2027		39,000.00	39,000.00
September 2025 Total					**553,493.66**	**59,049.59**	**612,543.25**

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
OCTOBER 2025							
10/15/2025	Coupon	009158BB1	275,000.00	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025		2,062.50	2,062.50
10/15/2025	Final Maturity	009158BB1	275,000.00	AIR PRODUCTS AND CHEMICALS INC 1.5 10/15/2025	275,000.00		275,000.00
10/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
10/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		705.20	705.20
10/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	9,599.79		9,599.79
10/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		154.35	154.35
10/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,272.82		2,272.82
10/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
10/20/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		45.31	45.31
10/20/2025	Principal Paydown	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	5,386.48		5,386.48
10/27/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		111.55	111.55
10/27/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	1,995.66		1,995.66
October 2025 Total					**294,254.76**	**4,343.19**	**298,597.95**
NOVEMBER 2025							
11/17/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
11/17/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		144.03	144.03
11/17/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	2,221.11		2,221.11
11/17/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
11/17/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		661.36	661.36
11/17/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	10,286.63		10,286.63
11/17/2025	Coupon	91282CFW6	400,000.00	UNITED STATES TREASURY 4.5 11/15/2025		9,000.00	9,000.00
11/17/2025	Final Maturity	91282CFW6	400,000.00	UNITED STATES TREASURY 4.5 11/15/2025	400,000.00		400,000.00
11/20/2025	Coupon	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026		21.16	21.16
11/20/2025	Effective Maturity	379929AD4	45,000.00	GMALT 2023-3 A3 5.38 11/20/2026	4,719.27		4,719.27
11/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		102.45	102.45
11/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	1,788.91		1,788.91
November 2025 Total					**419,015.91**	**11,193.29**	**430,209.20**

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
DECEMBER 2025							
12/08/2025	Coupon	48125LRU8	250,000.00	JPMORGAN CHASE BANK NA 5.11 12/08/2026		6,387.50	6,387.50
12/15/2025	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
12/15/2025	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		614.38	614.38
12/15/2025	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	7,642.07		7,642.07
12/15/2025	Coupon	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025		6,800.00	6,800.00
12/15/2025	Final Maturity	91282CGA3	340,000.00	UNITED STATES TREASURY 4.0 12/15/2025	340,000.00		340,000.00
12/16/2025	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		133.94	133.94
12/16/2025	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	1,901.72		1,901.72
12/16/2025	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
12/25/2025	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		94.30	94.30
12/25/2025	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	1,700.70		1,700.70
December 2025 Total					**351,244.49**	**15,294.41**	**366,538.90**
JANUARY 2026							
01/09/2026	Coupon	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026		6,633.90	6,633.90
01/09/2026	Final Maturity	89115A2K7	260,000.00	TORONTO-DOMINION BANK 5.103 01/09/2026	260,000.00		260,000.00
01/15/2026	Coupon	02582JKD1	215,000.00	AMXCA 2023-3 A 5.23 09/15/2028		937.04	937.04
01/15/2026	Coupon	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028		579.48	579.48
01/15/2026	Principal Paydown	47787CAC7	195,000.00	JDOT 2023-C A3 5.48 05/15/2028	11,053.63		11,053.63
01/15/2026	Coupon	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026		9,687.50	9,687.50
01/15/2026	Final Maturity	91282CGE5	500,000.00	UNITED STATES TREASURY 3.875 01/15/2026	500,000.00		500,000.00
01/16/2026	Coupon	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028		125.30	125.30
01/16/2026	Principal Paydown	36267KAD9	45,000.00	GMCAR 2023-3 A3 5.45 06/16/2028	1,868.03		1,868.03
01/16/2026	Coupon	362955AD8	85,000.00	GMCAR 2025-1 A3 4.62 12/17/2029		327.25	327.25
01/26/2026	Coupon	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028		86.54	86.54
01/26/2026	Principal Paydown	05592XAD2	40,000.00	BMWOT 2023-A A3 5.47 02/25/2028	1,670.04		1,670.04
January 2026 Total					**774,591.70**	**18,377.02**	**792,968.72**
Grand Total			**52,405,000.00**		**17,076,121.73**	**364,600.38**	**17,440,722.10**

IMPORTANT DISCLOSURES

CHANDLER ASSET MANAGEMENT

City of Banning | Account #11089 | As of February 28, 2025

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a high rating by S&P, Moody's and Fitch respectively.

BENCHMARK INDEX & DISCLOSURES

City of Banning | Account #11089 | As of February 28, 2025

Benchmark	Disclosure
ICE BofA 0-1 Yr US Treasury Index	The ICE BAML 0-1 Year US Treasury Index tracks the performance of US Dollar denominated Sovereign debt publically issued by the US government in its domestic market with maturities less than two years. Qualifying securities must haveat least one month and less than one years remaining term to final maturity, a fixed coupon schedule and a minimum amount outstanding of $1 billion. (Index: G0QA. Please visit www.mlindex.ml.com for more information)

State of California
Pooled Money Investment Account
Market Valuation
2/28/2025

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 39,875,097,778.62	$ 40,262,411,768.50	NA
Notes	$ 43,246,461,455.19	$ 43,349,665,677.00	$ 351,109,755.50
Federal Agency:			
SBA	$ 212,841,361.59	$ 214,362,681.26	$ 941,499.05
MBS-REMICs	$ 1,187,711.83	$ 1,175,922.60	$ 5,181.29
Debentures	$ 7,376,297,383.29	$ 7,364,904,300.00	$ 87,236,357.50
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 2,650,000,000.00	$ 2,653,351,000.00	$ 33,260,908.00
Discount Notes	$ 29,506,976,618.08	$ 29,836,034,500.00	NA
Supranational Debentures	$ 3,143,641,256.75	$ 3,135,707,000.00	$ 29,120,627.00
Supranational Debentures FR	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes			
CDs and YCDs	$ 14,450,000,000.00	$ 14,449,207,094.59	$ 184,331,090.32
Commercial Paper	$ 10,144,454,527.73	$ 10,268,769,222.26	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 890,209,708.25	$ 884,909,515.00	$ 8,117,375.40
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,074,500,000.00	$ 5,074,500,000.00	NA
PMIA & GF Loans	$ 225,114,000.00	$ 225,114,000.00	NA
TOTAL	$ 156,796,781,801.33	$ 157,720,112,681.21	$ 694,122,794.06

Fair Value Including Accrued Interest $ 158,414,235,475.27

Repurchase Agreements, Time Deposits, PMIA & General Fund loans, and
Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

PMIA/LAIF Performance Report
as of 03/05/25

Quarterly Performance
Quarter Ended 12/31/24

LAIF Apportionment Rate[2]:	4.62
LAIF Earnings Ratio[2]:	0.00012664187216722
LAIF Administrative Cost[1]*:	0.28
LAIF Fair Value Factor[1]:	0.999621985
PMIA Daily[1]:	4.40
PMIA Quarter to Date[1]:	4.48
PMIA Average Life[1]:	252

PMIA Average Monthly Effective Yields[1]

February	**4.333**
January	4.366
December	4.434
November	4.477
October	4.518
September	4.575

Pooled Money Investment Account
Monthly Portfolio Composition [1]
1/31/25
$162.9 billion

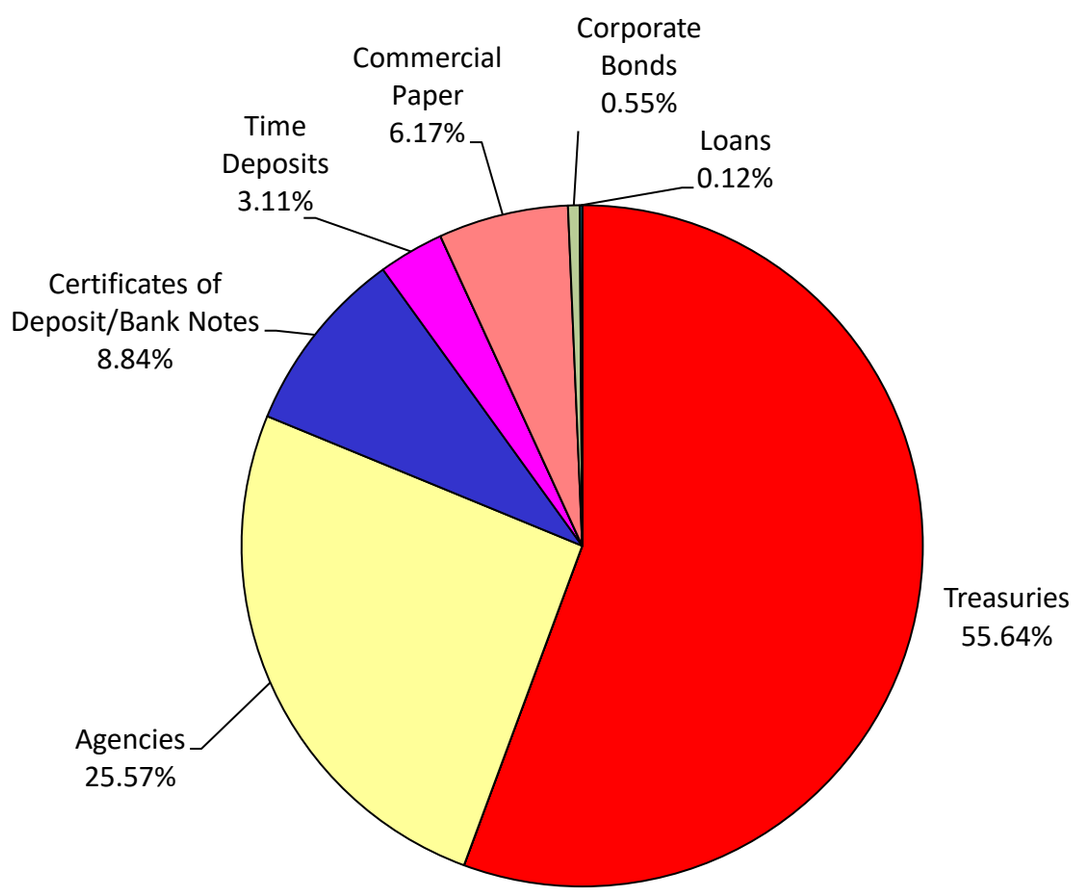

Chart does not include $1,213,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.*

Source:
[1] State of California, Office of the Treasurer
[2] State of California, Office of the Controller

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**April 22, 2025**
SUBJECT:	**Public Works Capital Improvement Project Tracking List**

RECOMMENDATION:

Receive and file.

BACKGROUND:

There are several planning, environmental, design and construction contracts that have been approved by City Council and/or the City Manager's office that are being managed by the Public Works Department. In an effort to keep the City Council and the public informed of the progress made and current status of each project, staff has prepared and will continue to update the attached Public Works CIP Tracking List. The list will be presented to City Council on a monthly basis.

JUSTIFICATION:

This recurring item is provided to keep City Council and the public apprised of progress on certain projects.

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

Not applicable.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. CIP Tracking April 2025.pdf

PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) TRACKING SHEET

Category	Project #	Project Name	Phase	% Completed	Tasks Completed	Current Tasks	Future Tasks	Tentative Completion Date	Project Budget
Streets	2023-17	Hargrave Grade Separation	PA&ED	2%	Contract execution; project kickoff, grant reporting.	Agreements with Caltrans and UPRR; Project Management Plan; Update	Basis of Design Document	12/30/27	$ 8,300,000
Streets	-	Highland Springs Avenue Interchange	PA&ED	35%	Highway Safety Manaul segmentation existing condition; aerial topo mapping; traffic volume report; Environmental Purpose/Need Statement; Air/Noise memos; VMT Methodology Memo; DDI Exclusion Memo; ROW Data Sheets;	Geometric development; utility agency data collection; Traffic Operations Analysis Report; Enviro. Technical Reports; HSM Analysis Memo; Geotech Reports; Prelim Drainage Reports;	Design Standard Risk Assessment; Value Analysis Report; Geometric Approval Document; R/W Data Sheets; Transp. Management Plan	8/1/25	$ 2,900,000
Streets	2020-04	Sun Lakes Blvd Extension	CEQA, PS&E	90%	Council has approved a redesign in order to comply with Kinder Morgan's requirements.	Webb to submit signed 100% Plans. Finalize Easement Documents and Environmental Permitting	Prepare Bid Documents	12/1/26	$ 1,248,026
Streets	-	Traffic Signalization of 8th Street/I-10 Interchange	Design/Permits	90%	Design well underway. Submittal of encroachment permit application to Caltrans. Caltrans approval on TOAR and concepts.	Design drawings have been resubmitted to Caltrans and awaiting a response. Negotiations with private owners for ROW acquisition	Resubmitted to Caltrans if needed. Caltrans encroachment permit issuance. Property acquisition (private party task)	12/1/25	$ 1,081,000
Streets	2022-05	HSIP Cycle 10 Omar/Ramsey Intersection Improvements	Construction	0%	Project Approved for Funding by the State. Proposal solicitation. Contract award.	Project out to bid. Due 5/1/25	Award Contract	7/30/25	$ 59,698
Streets	2023-04	HSIP Cycle 10 Ramsey Street Pedestrian Safety Improvements	Construction	0%	Project Approved for Funding by the State. Project Awarded.	Project out to bid. Due 4/28/25	Award Contract	7/30/25	$ 64,780
Streets	2023-09	HSIP Upgrade 17 Traffic Signals Hardware	PS&E	5%	Project approved for funding by Caltrans	STC Traffic Working on 90% Plans Submittal and Caltrans Approval	100% Plans Submittal and Approval	12/1/25	$ 433,900
Streets	2023-10	HSIP Pedestrian Crossings Upgrades at 19 Intersection	PS&E	2%	Project approved for funding by Caltrans	Preparing RFP Documents for Design Services	Send to purchasing for advertizing	12/1/25	$ 585,000
Streets	2023-11	HSIP Wilson St & 12 St Intersection Upgrade	PS&E	2%	Project approved for funding by Caltrans	Preparing RFP Documents for Design Services	Send to purchasing for advertizing	12/1/25	$ 277,000
Streets	2023-05	San Gorgonio/UPRR Pedestrian Crossing	Design	60%	Amendment 2 CC Approval. 65% Plans complete	Final Plans Submitted to UPRR, CPUC and Caltrans for Final Review	GO 88-B Preparation	12/1/25	$ 230,000
Facility	2021-06	CNG Station	Design-Build	45%	Grading, wall footing, equipment pads and some underground piping.	Underground utility installation; coordination with Gas Co., wall construction.	Complete underground utility work, grading, installation of equipment, paving, concrete and new wall.	10/1/25	$ 4,888,261
Facility		City Hall Roof Repairs - Phase 2	Design/Bid	10%	Scope identification - Roof/leak repairs on flat roof section over remainder of City Hall	Preparation of RFP	Award, Construction	6/30/25	$ 275,000
Facility	2024-02	City Hall West Side Workspace Reconfiguration	Construction	100%	Removal of cubicles, removal of floowing, close off existing hallway door, installation of flooring and new office spaces and furniture	Completed. Issue Notices of Completion	Complete punchlist and close out project.	2/28/25	$ 300,000
Facility	2023-16	Opportunity Village Sound Wall	Design	60%	Project kicked off.	100% Plans Approved by City. Waiting on Caltrans Approval and Encroachment	Final Plans	6/1/25	$ 103,486
Water	2018-02W-2	New Domestic Water Well C8 (Phase 2: Well Equipping and Site Development)	Construction	2%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Material submittal reviews and procurement are underway. Contractor to mobilize 4/17/2025 for prelim site grading.	Underground piping	9/30/25	$ 3,774,100
Water	2023-15W	Ramsey Street Water Line	Construction	95%	16" DIP for the actual mainline alignment has been completed and tested. Services installed.	Prepare for final trench repairs.	Close contract	10/1/25	$ 1,199,106
Water	2022-07W	Well M12A (Phase 2: Well Equipping an Site Development)	Construction	0%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Material submittal reviews.	Site grading.	9/30/25	$ 2,684,990
Water	20254-08W	Banning Canyon Stormwater Repairs	Construction	0%	Held pre-con and issued a NTP to Weaver Grading.	Review submittals followed by grading.	Grading/restoration	7/31/25	$ 563,310
Wastewater	2022-01WW	Wastewater Treatment Plant and Recycled Water Improvments	Phase 1 (Design)	0%	Execute DBIA Agreement (545) and General Conditions (535).	Schedule Kickoff	Data collection, field surveys, preliminary design.	4/30/26	$ 4,398,490
Wastewater	2020-08WW	WWTP Equalization Basin	Design/CEQA	90%	Completed 60% drawings, 90% drawings are in reviewed.	Development of 100% drawings; working with EPA on grant funding.	Submittal of 100% drawings; Approval to proceed with grant expenditures; Invitation for Bids	5/31/27	$ 362,866
Recycled Water	2024-1RW	Charles Street and Lincoln Street Booster Station and Reservoirs	Construction	5%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Utility potholing and Grading for the Retention Basin, Fore-bay Reservoir currently taking place at Charles St., Lincon St. site perimeter fence being installed.	Underground piping followed by fore-bay tanks and building improvements.	2/1/26	$ 10,160,200
Recycled Water	2023-06RW	Lions Park Non-Potable Water Conversion	Design	100%	Project Awarded. Kick Off Meeting. Surveying and utility research	100% Plans Approved by City.	Prepare Bid Package to go out in July after Completion of Little League Season	12/1/25	$ 98,500

Electric		Sun Lakes Blvd Extension (	Design	60%	Full underground conversion design and const estimate completed. Further direction given to reduce cost of project	Completing redesign of project to reduce the amount of overhead to underground conversion	Prepare bid package to include with larger Public Works project	12/1/26	$ 55,400
Electric		Robertson's Ready Mix Pole Relocation	Construction	0%	Line Extension Agreement approved by City Council. Additional comments provided by Robertson's Ready Mix	Update and execute ageemtment, and collect deposits from Robertson's to begin ordering materials for construction	Order materials for contruction and schedule installation	6/30/25	$ 425,000
Electric		12kV Reconductor on Barbour St at Hathaway	Design	90%	Design has been completed for the project	Plan in review with amangement	Include project in budget cycel for 2025/26; Order materials for contruction and schedule installation	12/30/25	$ 100,000

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Robert Fisher, Acting City Manager**

PREPARED BY: **Michelle Green, Finance Director**
Michelle Green, Interim Administrative Services Director

MEETING DATE: **April 22, 2025**

SUBJECT: **Receive and File Accounts Payable and Payroll Warrants Issued in the Month of February 2025**

RECOMMENDATION:
Receive and file.

BACKGROUND:
Staff compiles a monthly report to include accounts payable and payroll warrants issued.

JUSTIFICATION:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued During Month	194377-194711	$3,029,887.98	
Voided/Reissue Checks		$ 0.00	
Check Total			**$3,029,887.98**
Wires Total	1163-1165		**$1,789,975.92**
ACH Payments:	9008180-9008209		
Payroll Direct Deposit	02/07/2025	$ 620,881.73	
Payroll Direct Deposit	02/21/2025	$ 619,626.51	
Other Payments		$1,910,430.26	
ACH Total			**$3,150,938.50**
Payroll Checks:	13793-13813		
Payroll-Regular	02/07/2025	$ 2,528.23	
Payroll-Regular	02/21/2025	$ 1,808.28	
Payroll Check Total			**$ 4,336.51**
Total Warrants Issued for February 2025			**$ 7,975,138.91**

FISCAL IMPACT:
No fiscal impact.

ALTERNATIVES:
Receive and file the warrants for period ending February 28, 2025.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Attachment 1 - Fund List_Updated 10.11.23.pdf
2. Attachment 2-Warrant Report February 2025.pdf
3. Attachment 3-Warrant Report Detail February 2025.pdf
4. Attachment 4-Void Check Log, Payroll Log and Payroll Registers.pdf

Budget Processes, Policies & Fund Structure

The following depicts the City's budgeted funds and how they fit in the organization for budget and accounting purposes. Note that departments in the General Fund may also have budget responsibility for other funds.

Appropriated Funds

Black = Major - Blue = Non-Major - Red = Retired Funds FY 20-21

Governmental Funds			Proprietary Funds			Fiduciary Funds	
General Fund	Special Revenue Funds	Capital Improvement Funds	Enterprise Funds	Enterprise Funds-BUA	Internal Service Funds	Sucessor Agency Funds	Agency Funds
General Fund (001) Departments	(002) Developer Deposit	(400) Police Facilities Development	(670) Electric Fund	(660) Water	(702) Fleet Maintenance	(805) Redevelopment Obligation-Retirement	(221) ATWEL #2020-02 CFD
- (1000) City Council	(005) Successor Agency Admin	(410) Fire Facilities Development	- (7000) Electric	(661) Water Capital Facilities	(700) Risk Management	(810) Sucessor Housing Agency	(360) Sun Lakes CFD #86-1
- (1200) City Manager	(100) Gas Tax Street	(420) Traffic Control Facility	- (7010) Generation & Trans.	(662) Irrigation Water Fund	- (5020) Workers Compensation	(830) Debt Service Successor Agncy	(365) Wilson Street #91-1 AD
- (1210) Economic Development	(101) Measure A Street	(421) Ramsey/Highland Signal	(672) Rate Stability/Debt Service Reserve	(663) BUA Water Capital Project	- (5030) Unemployment Insur.	(840) Bond Exp. Agreement - (BEA) Project	(370) Area Police Computer
- (1220) Public Information	(102) RMRA (SB1) Gas Tax	(430) General Facilities	(673) Electric Improvement	(669) BUA Water Debt Service	- (5040) Liability Insurance	(841) Bond Exp. Agreement - (BEA) Low/Mod	(375 Fair Oaks #2004-01-AD
- (1300) Human Resources	(103) SB 300 Street	(444) Wilson Median Fund	(674) Electric Revenue Bond Project	(680) Wastewater	- (5300) City Attorney		(376) Cameo Homes
- (1400) City Clerk	(104) Article 3 Sidewalk	(451) Park Development Fund	(675) Public Benefit	(681) Wastewater Capital Facility	(703) Information Systems Services		
- (1500) Elections	(110) CDBG	(470) Capital Improvement	(678) Electric Revenue Bond Debt Service	(682) Wastewater Tertiary	(704) Building Maintenance		
- (1800) City Attorney	(111) Landscape Maintenance	(475) Fair Oaks #2004-01-AD	(600) Airport Fund	(683) BUA Wastewater Capital Project	(705) Support Services		
- (1900) Fiscal Services	(132) Air Quality Improvement		(610) Transit Fund	(685) State Revolving Loan	(761) Utility Billing Admin.		
- (1910) Purchasing & AP	(140) Asset Forfeiture/Police		- (5800) Fixed Route	(689) BUA Wastewater Debt Service	- (3100) Account & Collections		
- (2060) TV Government Access	(148) Supplemental Law-Enforcement		- (5850) Dial A Ride		- (3110) Meter Reading		
- (2200) Police	(150) State Park Bond		(690) Refuse Fund				
- (2210) Dispatch	(190) Housing Authority						
- (2300) Animal Control	(200) Special Donation						
- (2400) Fire	(201) Sr. Center Activities						
- (2700) Building Safety	(202) Animal Control Reserve						
- (2740) Code Enforcement	(203) Police Volunteer						
- (2800) Planning	(222) Federal Funds						
- (3000) Engineering	(300) City Administration-COP Debt Service						
- (3200) Building Maintenance							
- (3600) Parks							
- (4000) Recreation							
- (4010) Aquatics							
- (4020) Day care							
- (4050) Senior Center							
- (4060) Sr. Advisory Board							
- (4500) Central Services							
- (4800) Debt Service							
- (5400) Community Enhancement							

City of Banning
Warrant List February 2025

Warrant Number	Vendor Name	Warrant Amount
1163	RIVERSIDE PUBLIC UTILITIES	1,345,861.29
1164	U.S. BANK	406,275.88
1165	U.S. BANK	37,838.75
194377	AHRENS, JOYCE	333.94
194378	ALLGOOD DRIVING SCHOOL, INC	81.90
194379	AMAZON BUSINESS	380.14
194380	AMERICAN FORENSIC NURSES	2,008.99
194381	ANDERSON, DENNIS & LUCILLE	181.37
194382	ANDREWS, LORRAINE	283.59
194383	ANTONIO, FREDRICK	126.00
194384	ARMAS, JOSE	70.00
194385	ASBURY ENVIRONMENTAL SERVICES DBA	210.00
194386	AT&T CALNET 2	209.83
194387	AT&T MOBILITY LLC	3,307.30
194388	ATWORK PERSONNEL SERVICES	7,686.69
194389	AUTOMATED GATE SERVICES, INC.	436.00
194390	BANNIE INVESTMENT, LLC	16,073.00
194391	BARR DOOR, INC	750.00
194392	BEAUMONT DO IT BEST HOME CENTER	349.70
194393	BEAUMONT SAFE & LOCK	149.00
194394	BENHAR, DIANA T	430.50
194395	BESS, WILLIAM & SANDRA	17.94
194396	BLUMENFELD, PHILLIP & JOAN	140.89
194397	BOWEN, WAYNE	205.81
194398	BRAY, ROBERT & RUTH	669.40
194399	BRIANT, HARRIET	228.46
194400	BURRIS, JEFFREY & VIRGINIA	35.79
194401	CAMPA, ERIC	98.00
194402	CARRANZA, CORY	172.44
194403	CELL BUSINESS EQUIPMENT (CBE)	422.72
194404	CHAPAROSA, ANDREW	192.46
194405	CHARTER COMMUNICATIONS	35.33
194406	CHARTER COMMUNICATIONS	35.33
194407	CHARTER COMMUNICATIONS	35.77
194408	CHARTER COMMUNICATIONS	101.75
194409	CINTAS CORPORATION	1,497.70
194410	CITY OF BANNING (BNG)	383.46
194411	COLLATZ, ED	79.56
194412	COMMISSO, DOMINICK	326.10
194413	CORNETT, DARRELL & DEBORAH	311.78
194414	COUTS HEATING & COOLING, INC	963.47
194415	CYBERTIME NETWORK COMMUNICATIONS	2,599.00
194416	D&M JOB INC.	242.44
194417	DEWETT, TOM & LORAY	167.06
194418	DJORDJEVIC, BARBARA $ SVETOLIK	654.24
194419	DOBBINS, DEANN LOUISE	61.60
194420	ECCLESTON, CHARLES	219.08
194421	ELLIS, LINDA & CHRISTOPHER	223.31
194422	ENTERPRISE RENT-A-CAR	271.54
194423	ESRI, INC.	1,400.00
194424	FAST LUBE & TUNE	266.73

City of Banning
Warrant List February 2025

Warrant Number	Vendor Name	Warrant Amount
194425	FIKSE, LEON & HARRIET	20.49
194426	FINLEY ENGINEERING CO INC	14,706.40
194427	FISHER, SHARON	174.65
194428	FRONTIER COMMUNICATIONS	1,325.93
194429	FRUGIUELE, EDWARD & LESLIE	241.03
194430	GALVAN, MANUEL & NANCY	184.52
194431	GAMBILL, JOHN	32.61
194432	GAS COMPANY, THE	1,294.81
194433	GEELAN, CHRIS	191.66
194434	GLICKMAN, SANDRA	91.20
194435	GONZALEZ, OSCAR & MARIA	178.79
194436	GRAINGER	678.57
194437	HAGEN, JOHN	162.05
194438	HARDY & HARPER, INC	25,500.75
194439	HASENPFLUG, RICK	214.67
194440	HUERTA JR., GILBERT	420.00
194441	HUERTA LOPEZ, TUNNIA A	210.00
194442	IBEW LOCAL 47 RETIREE MEDICAL TRUST	3,077.22
194443	IMEG CONSULTANTS CORP	6,688.61
194444	INDEPENDENT REVIEW INVESTIGATIONS	1,125.00
194445	INFOSEND, INC	176.38
194446	JAVOR, GEORG & SHIRLEY	40.17
194447	KOBES, JOHN & ROSEMARIE	175.18
194448	KOLLER, MARIE	18.90
194449	LEAGUE OF CA CITIES-RIVERSIDE DIV	100.00
194450	LEAL, JULIAN	70.00
194451	LIEBERT CASSIDY WHITMORE	49,463.90
194452	LOY, JOYCE	1,104.87
194453	MAHAN, JOHN & APRIL	984.98
194454	MARIPOSA LANDSCAPES, INC	16,293.45
194455	MATA, ELISIA	382.72
194456	MC AVOY & MARKHAM	55,538.53
194457	MEINICKE, ALAN	6.46
194458	MELLEBY, MARY ANN	47.63
194459	MENDEZ, JUAN & VARGAS, VICTORIA	265.68
194460	MENDOZA, ROSALIA & DAVID	25.71
194461	MGT OF AMERICA CONSULTING, LLC	2,500.00
194462	MICHAEL SMITH	35,256.84
194463	MILLER, LARRY & BARBARA	165.50
194464	MILSOFT UTILITY SOLUTIONS, INC	2,219.48
194465	MOODY, TERRY & SANDRA	15.54
194466	MORGAN, DEIDRA J	126.00
194467	MUNOZ, RENE	21.00
194468	MUNOZ, RENE	240.25
194469	NIELSON, KATHLEEN & CLYDE	243.63
194470	NIELSON, SVEND & MARIA	295.51
194471	NOTTINGHAM, MICHAEL	21.00
194472	N2W ENGINEERING, INC	27,006.25
194473	ONESOURCE DISTRIBUTORS	116,734.80
194474	ONLINE INFORMATION SERVICES	476.13
194475	ORAVECZ-SMALL, PATTY	177.61

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Warrant Number	Vendor Name	Warrant Amount
194476	PAREDES, GUADALUPE	357.28
194477	PARLET'S JEWELRY & LOAN	154.56
194478	PARS	441.33
194479	PARTS AUTHORITY	1,130.68
194480	PERRY, SONJA	168.46
194481	PIPPENGER HOLDINGS INC	1,800.00
194482	PITSIKOS, AYDEE	0.00
194483	PRATT, FRANCIS & JUDITH	197.60
194484	PUBLIC ENTITY RISK MANAGEMENT	71,387.00
194485	PULVER, JODEANE V	178.50
194486	RACEWAY FORD INC	28.05
194487	RICHARDS WATSON GERSHON	63,084.20
194488	RICK ENGINEERING COMPANY	5,680.68
194489	ROCHA, JUAN JOSE	203.88
194490	RODRIGUEZ, MANUEL	70.00
194491	ROSSOVICH, EDMUND & DIANE	211.61
194492	ROWLEY, KATHLEEN	109.18
194493	RUFFIN, STEPHEN	247.55
194494	RWC GROUP	323.77
194495	SATELLITE PHONE STORE	307.95
194496	SCA OF CA, LLC	11,559.00
194497	SGP DESIGN AND PRINT	307.87
194498	SHRED-IT USA, LLC	333.07
194499	SIBOLE, KOLEEN	142.31
194500	SMELKER, CHARLES & SALLIE	215.37
194501	SOUTHERN CALIFORNIA EDISON	189.35
194502	STAFFORD, CHERYL	9.68
194503	STATE OF CALIFORNIA DOJ	987.00
194504	STONE, DIANE	216.00
194505	THOMPSON COBURN, LLP	4,014.17
194506	THORNTON, MEL	315.00
194507	TROUP, ERNEST	0.00
194508	UNDERGROUND SERVICE ALERT	178.52
194509	VAN WINKLE, THOMAS & LINDA	212.57
194510	VANCE CORPORATION	61,775.26
194511	VEOLIA WATER CONTRACT OPERATIONS US	76,371.36
194512	VESTIS SERVICES LLC	149.71
194513	VIGILANT LLC	8,445.69
194514	VORISEK, ADAM	223.49
194515	WAGES, ROBERT & ANN	104.87
194516	WALLACE, COLLEEN	109.01
194517	WEINBERG, MARK & JUDY	179.11
194518	WEST & ASSOCIATES ENGINEERING, INC	4,950.00
194519	WEST COAST SAND & GRAVEL, INC.	1,196.86
194520	WILLDAN FINANCIAL SERVICES	1,823.30
194521	WILLIAMS, JOHN	265.50
194522	WILLIAMS, JOHN	132.24
194523	WOOD, RONALD & JUDY	145.46
194524	ALBRIGHT, DILLON	312.00
194525	ALL STAR ELITE SPORTS	6,293.05
194526	AMAZON BUSINESS	1,933.51

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Warrant Number	Vendor Name	Warrant Amount
194527	AMERICAN WATER WORKS ASSN	336.00
194528	ANIXTER, INC	109.91
194529	ATWORK PERSONNEL SERVICES	4,815.52
194530	AVILA, VINCENT	181.25
194531	BABCOCK LABORATORIES, INC	3,769.60
194532	BANNING POLICE OFFICERS ASSOC.	2,960.30
194533	BEAUMONT DO IT BEST HOME CENTER	980.47
194534	BEAUMONT SAFE & LOCK	8.58
194535	BIO-TOX LABORATORIES	2,343.00
194536	BUNCH, JAMES & BRENDA	201.99
194537	CALIFORNIA LAW ENFORCE ASSN	1,088.00
194538	CDW GOVERNMENT, LLC	2,641.03
194539	CELL BUSINESS EQUIP-LEASING	108.73
194540	CHANDLER ASSET MANAGEMENT INC	2,137.52
194541	CINTAS CORPORATION	1,829.07
194542	CITY OF BANNING (BNG)	197.57
194543	CONCENTRA MEDICAL CENTERS	749.00
194544	CORE & MAIN, LP	2,994.79
194545	COUTS HEATING & COOLING, INC	620.00
194546	CUSTOM TROPHIES & UNEEK AWARDS	107.75
194547	DANIEL R HOUSER INC	750.00
194548	E.R. BLOCK PLUMBING	24,225.00
194549	EIDE BAILLY LLP	18,893.63
194550	ELITE FIRE PROTECTION, INC	981.63
194551	FAST LUBE & TUNE	407.84
194552	FEDEX	810.78
194553	FLOYD SR, ERNEST	1,801.00
194554	FRONTIER COMMUNICATIONS	2,918.78
194555	GARDA CL WEST INC	1,280.15
194556	GAS COMPANY, THE	135.90
194557	GERDES, PERRY	300.00
194558	GOLDEN STAR TECHNOLOGY, INC	4,400.20
194559	GRAINGER	284.07
194560	HERNANDEZ, CARLA	1,022.00
194561	HOME DEPOT #8987	3,018.51
194562	I.B.E.W. LOCAL 47 (PAC)	48.00
194563	INNOVATIVE EMERGENCY EQUIPMENT	105.00
194564	INNOVATIVE FEDERAL STRATEGIES	4,750.00
194565	JEWS, NICOLE	172.25
194566	KEN GRODY FORD REDLANDS	1,184.29
194567	LEXISNEXIS RISK SOLUTIONS	112.55
194568	LOZANO SMITH LLP	875.00
194569	MARIPOSA LANDSCAPES, INC	14,516.85
194570	MILSOFT UTILITY SOLUTIONS, INC	3,614.95
194571	MITSUBISHI ELECTRIC & ELECTRONICS	353.87
194572	NIGP	395.00
194573	ORANGE COUNTY WINWATER WORKS	1,774.57
194574	PARKHOUSE TIRE, INC.	2,177.51
194575	PARTS AUTHORITY	3.46
194576	PAYPRO ADMINISTRATORS	143.00
194577	SCA OF CA, LLC	672.35

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Warrant Number	Vendor Name	Warrant Amount
194578	SITEONE LANDSCAPE SUPPLY	2,279.24
194579	SLOVAK BARON EMPEY MURPHY & PINKNEY	113,723.40
194580	SOFTWARE ONE, INC	2,701.70
194581	SOUTHERN CALIFORNIA GAS CO	8,303.38
194582	STAPLES BUSINESS ADVANTAGE	1,574.92
194583	STATE OF CALIFORNIA DOJ	2,038.98
194584	STC TRAFFIC INC	620.00
194585	THE HOUSE OF PORTRAITS INC	2,095.52
194586	TRENCH SHORING COMPANY	44.80
194587	TRI POINTE HOMES	17,566.03
194588	VESTIS SERVICES LLC	110.33
194589	VISTA PAINT	859.17
194590	VULCAN MATERIALS	2,820.91
194591	WEST COAST SAND & GRAVEL, INC.	612.06
194592	WESTERN WATER WORKS SUPPLY CO	4,124.88
194593	WITTMAN ENTERPRISES, LLC	6,914.25
194594	XENIA PACIFIC, INC	1,021.47
194595	ZELAYA, JENNIFER	1,500.00
194596	AMAZON BUSINESS	381.24
194597	ANIXTER, INC	573.23
194598	AT&T CALNET 2	1,231.83
194599	ATWORK PERSONNEL SERVICES	6,445.94
194600	BABCOCK LABORATORIES, INC	3,735.51
194601	BARR DOOR, INC	1,184.03
194602	BARRINGTON, CINDY	69.60
194603	BEAUMONT DO IT BEST HOME CENTER	205.50
194604	BENAVIDES, SUSIE	253.75
194605	CALIFORNIA WATER ENVIRONMENT	451.00
194606	CASTILLO, ASHLEY	21.00
194607	CDW GOVERNMENT, LLC	1,870.87
194608	CELL BUSINESS EQUIP-LEASING	844.10
194609	CINTAS CORPORATION	497.48
194610	D&M JOB INC.	269.38
194611	DELTA DENTAL INSURANCE COMPANY	924.12
194612	DELTA DENTAL OF CALIFORNIA	8,166.17
194613	DUDEK	11,707.24
194614	ENTERPRISE FM TRUST	25,080.58
194615	FAST LUBE & TUNE	193.79
194616	FERRELLGAS LP	803.39
194617	FLYNN, SHERI	84.55
194618	FRONTIER COMMUNICATIONS	509.09
194619	GARDA CL WEST INC	96.67
194620	GAS COMPANY, THE	1,207.81
194621	GRAINGER	553.95
194622	HAZEN AND SAWYER	13,112.50
194623	HOME DEPOT #8987	1,681.88
194624	I.B.E.W. LOCAL 47	10,652.36
194625	IBEW LOCAL 47 RETIREE MEDICAL TRUST	3,087.18
194626	INFOSEND, INC	342.78
194627	JEWS, NICOLE	121.10
194628	KEN GRODY FORD REDLANDS	3,073.37

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Warrant Number	Vendor Name	Warrant Amount
194629	KIMLEY-HORN AND ASSOCIATES, INC	16,119.50
194630	MARIPOSA LANDSCAPES, INC	9,222.00
194631	MARTINEZ, ROBERT	100.00
194632	MC AVOY & MARKHAM	3,671.28
194633	MC CALL'S METER SALES	150.00
194634	MCC PIPELINE INC	502,940.16
194635	MILLER, LEROY	69.60
194636	MOTOROLA SOLUTIONS, INC.	25,909.72
194637	MYERS & SONS HI-WAY SAFETY INC.	673.18
194638	OCHOA, MARLEN	108.78
194639	ONESOURCE DISTRIBUTORS	202,363.23
194640	PARS	426.88
194641	PARTS AUTHORITY	132.33
194642	PINNACLE PETROMLEUM INC	30,538.78
194643	PITSIKOS, AYDEE	413.86
194644	PUBLIC AGENCY RETIREMENT SERVICES	300.00
194645	ROYCE, RICHARD	96.60
194646	RWC GROUP	950.83
194647	SATEC, INC	83,070.97
194648	SO CAL JOINT POLE COMMITTEE	1,148.63
194649	SOFTWARE ONE, INC	1,590.00
194650	SOUTHERN CALIFORNIA EDISON	3,801.28
194651	STAPLES BUSINESS ADVANTAGE	181.17
194652	STATE WATER RESOURCES CONTROL	10,920.00
194653	TELEPACIFIC COMMUNICATIONS	1,624.23
194654	TOP-LINE INDUSTRIAL SUPPLY, LCC	501.03
194655	TROUP, ERNEST	263.56
194656	TURBO DATA SYSTEMS INC	162.96
194657	VACA, YVETTE	240.25
194658	VACA, YVETTE	21.00
194659	VESTIS SERVICES LLC	107.13
194660	VIRTUAL PROJECT MANAGER, LLC	1,000.00
194661	WALLACE, COLLEEN	96.60
194662	WASTE MANAGEMENT 0F THE IE	4,340.01
194663	WHITE CAP LP	1,206.58
194664	WILLDAN ENGINEERING	630.00
194665	WASTE MANAGEMENT OF THE IE	13,035.27
194666	ADVANCED WORKPLACE STRATEGIES INC	194.85
194667	ALLEN, ROBERT	400.00
194668	AMAZON BUSINESS	585.58
194669	ANIXTER, INC	203,604.71
194670	AT&T MOBILITY LLC	3,237.30
194671	ATBACKGROUNDS	490.93
194672	ATWORK PERSONNEL SERVICES	5,264.48
194673	BEAUMONT DO IT BEST HOME CENTER	257.43
194674	CABAZON WATER DISTRICT	23,667.61
194675	CABAZON WATER DISTRICT	107,827.05
194676	CAMPA, ERIC	252.00
194677	CANON FINANCIAL SERVICES, INC	332.16
194678	CASTILLO, ASHLEY	274.50
194679	CDW GOVERNMENT, LLC	104.69

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Warrant Number	Vendor Name	Warrant Amount
194680	CELL BUSINESS EQUIPMENT (CBE)	300.81
194681	CINTAS CORPORATION	409.20
194682	CLAUDE DAWSON AMES	25,500.00
194683	COUNSELING TEAM INTERNATIONAL, THE	3,705.00
194684	DEUSENBERRY, DANIEL	252.00
194685	EFS WEST INC	338,029.00
194686	EIDE BAILLY LLP	75,850.00
194687	ENGINEERING RESOURCES OF SO CA	8,385.00
194688	FLINT, AUSTIN	205.38
194689	FRONTIER COMMUNICATIONS	2,968.14
194690	GAS COMPANY, THE	1,435.62
194691	GRANDE, PAUL & DELANA	2,000.00
194692	INFOSEND, INC	8.08
194693	KORFF, DAVID	1,800.00
194694	LOZANO SMITH LLP	3,133.00
194695	MC AVOY & MARKHAM	15,170.83
194696	MENDOZA, SAMUEL	412.25
194697	MILSOFT UTILITY SOLUTIONS, INC	3,045.37
194698	MORGAN, MIKECOE	70.00
194699	MORGAN, MIKECOE	21.00
194700	NEW GEN STRATEGIES AND SOLUTIONS	8,075.00
194701	OERTEL, ERICH	824.50
194702	OPENGOV, INC	10,750.00
194703	PINNACLE PETROMLEUM INC	22,709.08
194704	SCA OF CA, LLC	11,559.00
194705	STAPLES BUSINESS ADVANTAGE	525.69
194706	SUPERION, LLC	26,807.14
194707	TOLAR MANUFACTURING CO, INC	23,350.95
194708	USABLUEBOOK	447.51
194709	VCS ENVIRONMENTAL	8,910.40
194710	VERIZON WIRELESS SERVICES, LLC	10,097.31
194711	WILLDAN ENGINEERING	28,845.00
9008180	CORPORATION SERVICE COMPANY	16.00
9008181	CA. ST. PUBLIC EMPLOYEES	172,323.30
9008182	QUADIENT POSTAGE FUNDING	2,132.59
9008183	WESTERN RIVERSIDE COUNTY	405,175.00
9008184	CORPORATION SERVICE COMPANY	8.00
9008185	CA. ST. PUBLIC EMPLOYEES	207,061.57
9008186	WELLS FARGO BANK	620,881.73
9008187	WELLS FARGO CARD SERVICES INC	57,788.97
9008188	CA. ST. EMPLOYMENT DEV. DEPT.	47,051.30
9008189	EMPOWER ANNUITY INSURANCE COMPANY	44,688.39
9008190	INTERNAL REVENUE SERVICE	249,927.13
9008191	WELLS FARGO BANK	300.00
9008192	TASC	546.91
9008193	CORPORATION SERVICE COMPANY	8.00
9008194	CA. ST. PUBLIC EMPLOYEES	270.00
9008195	QUADIENT LEASING USA, INC	805.59
9008196	WINDSTREAM SERVICES, LLC	1,116.78
9008197	WINDSTREAM SERVICES, LLC	5,356.43
9008198	WINDSTREAM SERVICES, LLC	1,116.26

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Warrant Number	Vendor Name	Warrant Amount
9008199	CA. ST. PUBLIC EMPLOYEES	170,449.23
9008200	CALIFORNIA, STATE OF	19,805.00
9008201	AMERICAN FIDELITY ASSURANCE	8,658.18
9008202	WELLS FARGO BANK	619,626.51
9008203	CORPORATION SERVICE COMPANY	28.00
9008204	CA. ST. EMPLOYMENT DEV. DEPT.	47,479.00
9008205	INTERNAL REVENUE SERVICE	248,963.31
9008206	WELLS FARGO BANK	300.00
9008207	EMPOWER ANNUITY INSURANCE COMPANY	45,547.87
9008208	TASC	546.91
9008209	CA. ST. PUBLIC EMPLOYEES	172,960.54
Grand Total		7,970,802.40

Less Voided / Reissued Checks from Prior Period	-
Less Voided Checks Prior Period	-
Add Payroll Checks	4,336.51
Total Remittance for Month	7,975,138.91

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
1163	2/14/2025	RIVERSIDE PUBLIC UTILITIES	301		670-7000-331.20-01	INTEREST REVENUE REVENUE REC'D IN JAN 2025	(3,474.54)
					670-7000-356.38-10	ENERGY REVENUE REVENUE REC'D IN JAN 2025	(1,335.59)
					670-7000-356.38-17	CRR REVENUE REVENUE REC'D IN JAN 2025	(4,767.97)
					670-7000-356.38-20	TRANS REVENUE REVENUE REC'D IN JAN 2025	(68,096.18)
					670-7010-473.27-09	S&D EXPENSE PAID DURING JAN 2025	51,224.00
					670-7010-473.27-50	CAPACITY EXPENSE PAID DURING JAN 2025	815,570.11
					670-7010-473.27-60	ENERGY EXPENSE PAID DURING JAN 2025	149,372.33
					670-7010-473.27-70	TRANS EXPENSE PAID DURING JAN 2025	407,369.13
1164	2/26/2025	U.S. BANK	2790162		830-9200-490.62-03	INTEREST DUE PAYMENT SUCCESSOR AGENCY 2016 SER	406,275.88
1165	2/26/2025	U.S. BANK	2785888		375-4900-431.62-12	INTEREST DUE PAYMENT IMPV DIST 2004-1 FAIR OAK	37,838.75
194377	2/6/2025	AHRENS, JOYCE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 26723-19958	333.94
194378	2/6/2025	ALLGOOD DRIVING SCHOOL, INC	JANUARY 2025		001-4000-461.23-15	DRIVING CLASS INSTRUCTION JANUARY 2025	81.90
194379	2/6/2025	AMAZON BUSINESS	16LF-NF4H-HQGX	033045	703-3700-480.36-00	DUPLICATOR, CLONE FOR IT	150.84
			19WP-N9QW-HMX9	033045	001-1900-412.36-00	LED LIGHTS (3)	54.93
			1FP7-61WN-76W9	032945	001-1000-411.36-07	CITY COUNCIL SNACKS	60.16
			1JYX-YH6N-3HNN	033002	761-3100-480.36-00	SUPPLIES	88.68
			1T1X-7P9Q-4MVQ	032945	001-1400-412.36-00	OFFICE SUPPLIES	25.53
194380	2/6/2025	AMERICAN FORENSIC NURSES	79277	033079	001-2200-421.33-31	BLOOD DRAWS	528.46
			79284	033079	001-2200-421.33-31	BLOOD DRAWS	306.36
			79325	033079	001-2200-421.33-31	STAND BY FEE MARCH 2025	1,174.17
194381	2/6/2025	ANDERSON, DENNIS & LUCILLE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 55467-51674	181.37
194382	2/6/2025	ANDREWS, LORRAINE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 59469-24018	283.59
194383	2/6/2025	ANTONIO, FREDRICK	MEALS 2/10-14		001-2200-421.23-06	BASIC SCHOOL RESOURCE OFF MEALS 2/10-14 ANTONIO	126.00
194384	2/6/2025	ARMAS, JOSE	MEALS 2/12-14		001-2200-421.23-06	DUI TRAINING MEALS 2/12-14 ARMAS	70.00
194385	2/6/2025	ASBURY ENVIRONMENTAL SERVICES DBA	I500-01173082	033247	001-9600-453.45-15	30GAL POLY DRUM	210.00
194386	2/6/2025	AT&T CALNET 2	000022924938		001-2200-421.26-05	MONTHLY SVC 12/22/2024-01/21/2025	209.83
194387	2/6/2025	AT&T MOBILITY LLC	287332160011625		001-2200-421.26-05	MONTHLY SVC 12/09/2024-01/08/2025	1,207.20
			992351038011925		001-2200-421.26-05	MONTHLY SVC 11/12/24-12/11/24	2,100.10
194388	2/6/2025	ATWORK PERSONNEL SERVICES	298814	033334	001-2740-442.23-27	INZUNZA 11/17/24	1,022.74
			300463	033334	001-2740-442.23-27	INZUNZA 12/01/24	1,022.74
			302169	033334	001-2740-442.23-27	INZUNZA 12/15/24	1,363.65
			306794	033334	001-2740-442.23-27	INZUNZA 01/26/25	1,005.69
			306795	033146	001-2200-421.23-27	M BOND 01/26/25	142.56
			306796	033074	001-3000-442.23-27	SANTELLO 01/26/25	230.58
					660-6300-471.23-27	SANTELLO 01/26/25	345.87
					680-8000-454.23-27	SANTELLO 01/26/25	345.87
					702-3800-480.23-27	SANTELLO 01/26/25	230.58
			306797	033263	761-3100-480.33-11	BURGER 01/26/25	1,115.93
			306798	033272	810-9700-490.90-59	PRIEST 01/26/25	860.48
194389	2/6/2025	AUTOMATED GATE SERVICES, INC.	0055249	032951	704-3200-412.30-01	GATE REPAIR CORP YARD	436.00
194390	2/6/2025	BANNIE INVESTMENT, LLC	000090203		001-0000-218.22-22	UB DEPOSIT REFUNDS/INTERE 000045170	15,700.00
						UB DEPOSIT REFUNDS/INTERE 000045172	373.00
194391	2/6/2025	BARR DOOR, INC	34457	033246	704-3200-412.30-02	DOOR REPAIR-CITY HALL	750.00
194392	2/6/2025	BEAUMONT DO IT BEST HOME CENTER	552443	032952	704-3200-412.30-02	CLOSET VALVE	258.59
			552472	032952	704-3200-412.30-02	SUPPLIES	15.61
			552583	032918	810-9700-490.90-60	SUPPLIES	25.32
			552601	032952	704-3200-412.30-02	SUPPLIES	50.18
194393	2/6/2025	BEAUMONT SAFE & LOCK	77705	033158	810-9700-490.90-59	REPAIR LOWER HANDLE OP VILLAGE	149.00
194394	2/6/2025	BENHAR, DIANA T	JANUARY 2025		001-4000-461.23-15	ZUMBA INSTRUCTION JANUARY 2025	430.50
194395	2/6/2025	BESS, WILLIAM & SANDRA	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 55665-51686	17.94
194396	2/6/2025	BLUMENFELD, PHILLIP & JOAN	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 26165-19532	140.89
194397	2/6/2025	BOWEN, WAYNE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 9801-22666	205.81
194398	2/6/2025	BRAY, ROBERT & RUTH	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 87511-49608	669.40
194399	2/6/2025	BRIANT, HARRIET	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 51359-52096	228.46
194400	2/6/2025	BURRIS, JEFFREY & VIRGINIA	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 52907-24228	35.79
194401	2/6/2025	CAMPA, ERIC	MEALS 2/3-6		001-2200-421.23-06	TRAFFIC COLLISION MEALS 2/3-6 CAMPA	98.00

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
194402	2/6/2025	CARRANZA, CORY	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 80669-392	172.44
194403	2/6/2025	CELL BUSINESS EQUIPMENT (CBE)	IN2809512	033052	001-2200-421.32-06	COPY COUNT-RECORDS	65.02
			IN2809513	033052	001-2200-421.32-06	COPY COUNT-PD	357.70
194404	2/6/2025	CHAPAROSA, ANDREW	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 83945-13024	192.46
194405	2/6/2025	CHARTER COMMUNICATIONS	189284201020125		001-2060-446.26-09	SENIOR CENTER 02/01/2025-02/28/2025	35.33
194406	2/6/2025	CHARTER COMMUNICATIONS	189284101020125		001-2060-446.26-09	COMMUNITY CENTER 02/01/2025-02/28/2025	35.33
194407	2/6/2025	CHARTER COMMUNICATIONS	189284001020125		001-2400-422.26-09	172 N MURRAY ST 02/01/25-02/28/25	35.77
194408	2/6/2025	CHARTER COMMUNICATIONS	086811201020125		670-7000-473.26-09	CORPORATE YARD 02/01/2025-02/28/2025	101.75
194409	2/6/2025	CINTAS CORPORATION	4215252415	033083	660-6300-471.25-02	UNIFORM-WATER	246.61
					680-8000-454.25-02	UNIFORM-WASTEWATER	46.13
			4215911908	033083	660-6300-471.25-02	UNIFORM-WATER	246.61
					680-8000-454.25-02	UNIFORM-WASTEWATER	46.13
			4219598999	032953	100-4900-431.25-02	UNIFORM-STREETS	79.77
					704-3200-412.25-02	UNIFORM-BUILD MAINT	11.03
			4219599001	032901	702-3800-480.25-02	UNIFORM-FLEET	61.26
			4219599140	032937	610-5800-434.25-02	UNIFORM-TRANSIT	112.02
					610-5850-434.25-02	UNIFORM-DAR	7.84
			4219599266	033083	660-6300-471.25-02	UNIFORM-WATER	246.61
					680-8000-454.25-02	UNIFORM-WASTEWATER	46.13
			4219599344	033256	670-7000-473.25-02	UNIFORM-ELEC	347.56
194410	2/6/2025	CITY OF BANNING (BNG)	FC B-5 FEB25		705-4500-412.32-06	HANGAR FC B-5 FEBRUARY 2025	185.89
			FC D-2 FEB25		001-3000-442.32-02	HANGAR FC D-2 FEBRUARY 2025	197.57
194411	2/6/2025	COLLATZ, ED	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 30057-13812	79.56
194412	2/6/2025	COMMISSO, DOMINICK	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 13915-10186	326.10
194413	2/6/2025	CORNETT, DARRELL & DEBORAH	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 88529-11158	311.78
194414	2/6/2025	COUTS HEATING & COOLING, INC	11261	033238	704-0000-232.00-00	FINAL RETENTION ORG INV #10830	265.57
			11262	033238	704-0000-232.00-00	FINAL RETENTION ORG INV #10831	108.95
			11263	033238	704-0000-232.00-00	FINAL RETENTION ORG INV #10832	108.95
			11516	032968	704-3200-412.30-21	SERVICE-CITY YARD	480.00
194415	2/6/2025	CYBERTIME NETWORK COMMUNICATIONS	1521-25031	032557	660-6300-471.26-07	CITYWIDE LOOPED MICROWAVE	1,900.00
			1522-25032	032558	703-3700-480.30-19	INTERNET CIRCUIT-CITY HAL	699.00
194416	2/6/2025	D&M JOB INC.	16529	033022	670-7000-473.23-02	METER REPORT BOOKS (15)	242.44
194417	2/6/2025	DEWETT, TOM & LORAY	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 72211-52672	167.06
194418	2/6/2025	DJORDJEVIC, BARBARA $ SVETOLIK	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 64237-22948	654.24
194419	2/6/2025	DOBBINS, DEANN LOUISE	JANUARY 2025		001-4000-461.23-15	SPECIAL NEEDS INSTRUCTION JANUARY 2025	61.60
194420	2/6/2025	ECCLESTON, CHARLES	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 2661-2168	219.08
194421	2/6/2025	ELLIS, LINDA & CHRISTOPHER	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 67245-11128	223.31
194422	2/6/2025	ENTERPRISE RENT-A-CAR	38056038		001-1000-411.23-05	LOCC POLICY MEETING TV25E5	131.30
					001-4000-461.42-31	LIVING DESERT OEP 01/25/25	140.24
194423	2/6/2025	ESRI, INC.	94896212	032744	001-2800-441.33-41	GIS ANNUAL SUBSCRIPTION 2/26/25-2/25/26	1,400.00
194424	2/6/2025	FAST LUBE & TUNE	121687	033199	702-3800-480.30-05	OIL CHANGE #437	74.02
			121894	033199	702-3800-480.30-05	OIL CHANGE #49	62.08
			121909	033199	702-3800-480.30-05	OIL CHANGE #440	67.47
			121918	033199	702-3800-480.30-05	OIL CHANGE #33	63.16
194425	2/6/2025	FIKSE, LEON & HARRIET	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 87377-51944	20.49
194426	2/6/2025	FINLEY ENGINEERING CO INC	0202837-00001-3	033287	673-7000-473.33-11	ELECTRIC MASTER PLAN DEC 2024	14,706.40
194427	2/6/2025	FISHER, SHARON	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 13595-9952	174.65
194428	2/6/2025	FRONTIER COMMUNICATIONS	9519220196JAN25		001-2200-421.23-42	LATE FEE 01/16/25-02/15/25	19.87
					001-2200-421.26-05	MONTHLY SVC 01/16/25-02/15/25	1,306.06
194429	2/6/2025	FRUGIUELE, EDWARD & LESLIE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 41095-22150	241.03
194430	2/6/2025	GALVAN, MANUEL & NANCY	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 89341-52626	184.52
194431	2/6/2025	GAMBILL, JOHN	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 55655-51708	32.61
194432	2/6/2025	GAS COMPANY, THE	19499362408JA25		001-1900-412.23-42	176 E LINCOLN ST LATE FEE 12/24/24-01/23/25	4.72
					100-4900-431.26-06	176 E LINCOLN ST 12/24/24-01/23/25	167.70
					660-6300-471.26-06	176 E LINCOLN ST 12/24/24-01/23/25	374.13
					670-7000-473.26-06	176 E LINCOLN ST 12/24/24-01/23/25	374.13

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194432	45694	GAS COMPANY, THE	19499362408JA25		702-3800-480.26-06	176 E LINCOLN ST 12/24/24-01/23/25	374.13
194433	2/6/2025	GEELAN, CHRIS	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 6857-5066	191.66
194434	2/6/2025	GLICKMAN, SANDRA	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 82413-50038	91.20
194435	2/6/2025	GONZALEZ, OSCAR & MARIA	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 87039-2876	178.79
194436	2/6/2025	GRAINGER	9388243108	032942	702-3800-480.38-52	SUPPLIES	678.57
194437	2/6/2025	HAGEN, JOHN	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 92761-53212	162.05
194438	2/6/2025	HARDY & HARPER, INC	50526	032800	660-0000-232.00-00	ASPHALT PATCHES-SUN LAKES RETENTION INV#50526/50421 RETAINAGE	(2,864.25)
					660-6300-471.45-08	ASPHALT PATCHES-SUN LAKES RETENTION INV#50526/50421	28,365.00
194439	2/6/2025	HASENPFLUG, RICK	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 47701-49420	214.67
194440	2/6/2025	HUERTA JR., GILBERT	JANUARY 2025		001-4000-461.23-15	KUNG FU/TAICHI JANUARY 2025	420.00
194441	2/6/2025	HUERTA LOPEZ, TUNNIA A	JANUARY 2025		001-4000-461.23-15	DANZA FOLKLOR MEXICANO JANUARY 2025	210.00
194442	2/6/2025	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20250207		001-0000-204.80-10	PAYROLL SUMMARY	3,077.22
194443	2/6/2025	IMEG CONSULTANTS CORP	24000102.00-9	032682	810-9700-490.90-60	COB VILLAGE SOUND WALL THRU 1/26/25	6,688.61
194444	2/6/2025	INDEPENDENT REVIEW INVESTIGATIONS	24-007	032853	001-2200-421.33-11	ARBITRATION HEARING	1,125.00
194445	2/6/2025	INFOSEND, INC	279585	032788	761-3100-480.23-02	UB BILL SVC 01/24/25	2.41
					761-3100-480.23-04	UB BILL SVC 01/24/25	19.90
					761-3100-480.33-11	UB BILL SVC 01/24/25	154.07
194446	2/6/2025	JAVOR, GEORG & SHIRLEY	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 83969-17484	40.17
194447	2/6/2025	KOBES, JOHN & ROSEMARIE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 57457-5454	175.18
194448	2/6/2025	KOLLER, MARIE	JANUARY 2025		001-4000-461.23-15	DRAMA INSTRUCTION JANUARY 2025	18.90
194449	2/6/2025	LEAGUE OF CA CITIES-RIVERSIDE DIV	2846		001-1000-411.23-03	RIV CO DIV MEMBRSHIP DUES 2025	100.00
194450	2/6/2025	LEAL, JULIAN	MEALS 2/12-14		001-2200-421.23-06	DUI TRAINING MEALS 2/12-14 LEAL	70.00
194451	2/6/2025	LIEBERT CASSIDY WHITMORE	284216		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00001	540.00
			285119		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00048	991.50
			285160		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00051	3,440.50
			285183		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00055	3,450.00
			285184		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00056	11,453.00
			285195		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00057	4,065.00
			285196		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00058	187.50
			285203		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00060	452.50
			285216		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00064	180.00
			285217		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00063	135.00
			285218		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00062	4,538.40
			285229		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00066	2,367.50
			285230		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00065	2,025.00
			285241		700-5300-480.33-04	PROF SVCS-DEC 2024 BA060-00068	15,638.00
194452	2/6/2025	LOY, JOYCE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 20983-15372	1,104.87
194453	2/6/2025	MAHAN, JOHN & APRIL	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 8751-23294	984.98
194454	2/6/2025	MARIPOSA LANDSCAPES, INC	111924	032405	704-3200-412.23-29	LANDSCAPE MAINTENANCE JAN 2025	9,775.85
			111933	033041	111-4900-432.23-29	LANDSCAPE MAINTENANCE JAN 2025	6,517.60
194455	2/6/2025	MATA, ELISIA	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 96827-49792	382.72
194456	2/6/2025	MC AVOY & MARKHAM	17237-2		670-0000-131.00-00	INVENTORY PO NUM 033275	14,273.73
			17237-3		670-0000-131.00-00	INVENTORY PO NUM 033275	41,264.80
194457	2/6/2025	MEINICKE, ALAN	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 52777-924	6.46
194458	2/6/2025	MELLEBY, MARY ANN	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 56549-51942	47.63
194459	2/6/2025	MENDEZ, JUAN & VARGAS, VICTORIA	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 66629-7554	265.68
194460	2/6/2025	MENDOZA, ROSALIA & DAVID	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 86043-52616	25.71
194461	2/6/2025	MGT OF AMERICA CONSULTING, LLC	61683	032269	705-4500-412.33-11	BURSO SUB 8/1/24-6/30/25 FIRST 2 QTRS OF YEAR 1	2,500.00
194462	2/6/2025	MICHAEL SMITH	100115-001		001-0000-218.22-21	OVERPAYMENT UB #100115-001(15942)	35,256.84
194463	2/6/2025	MILLER, LARRY & BARBARA	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 37835-18168	165.50
194464	2/6/2025	MILSOFT UTILITY SOLUTIONS, INC	20246421	033231	670-7000-473.90-49	HOSTED TEXTING DEDICATED OCT 2024	290.48
					761-3100-480.30-17	HOSTED TEXTING DEDICATED OCT 2024	1,929.00
194465	2/6/2025	MOODY, TERRY & SANDRA	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 56039-51904	15.54
194466	2/6/2025	MORGAN, DEIDRA J	JANUARY 2025		001-4000-461.23-15	TOT TIME INSTRUCTION JANUARY 2025	126.00
194467	2/6/2025	MUNOZ, RENE	MEALS 2/4		001-2200-421.23-06	DUI CHECKPOINT MEALS 2/4 MUNOZ	21.00
194468	2/6/2025	MUNOZ, RENE	MEALS 2/10-12		001-2200-421.23-06	FIELD TRAINING PROG MEALS 2/10-12 MUNOZ	240.25

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194469	2/6/2025	NIELSON, KATHLEEN & CLYDE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 60805-52594	243.63
194470	2/6/2025	NIELSON, SVEND & MARIA	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 44999-20528	295.51
194471	2/6/2025	NOTTINGHAM, MICHAEL	MEALS 2/4		001-2200-421.23-06	PSP STATEGIC COMM MEALS 2/4 NOTTINGHAM	21.00
194472	2/6/2025	N2W ENGINEERING, INC	0731	032037	680-8000-454.95-12	WWTP OWNER ADVISOR	12,053.75
			0763	032037	680-8000-454.95-12	WWTP OWNER ADVISOR	14,952.50
194473	2/6/2025	ONESOURCE DISTRIBUTORS	S007403335.004		670-0000-131.00-00	INVENTORY PO NUM 033230	4,529.33
			S007427376.001		670-0000-131.00-00	INVENTORY PO NUM 033383	111,828.34
			S007435571.001	033085	660-6300-471.45-08	UTILCO PEL1B-3 3" LOCK ORG INV DATE 5/2/2024	377.13
194474	2/6/2025	ONLINE INFORMATION SERVICES	1307373	033181	761-3100-480.23-51	UB CREDIT CHECK THRU 1/31/25	476.13
194475	2/6/2025	ORAVECZ-SMALL, PATTY	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 49611-15134	177.61
194476	2/6/2025	PAREDES, GUADALUPE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 92907-20496	357.28
194477	2/6/2025	PARLET'S JEWELRY & LOAN	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 8321-6144	154.56
194478	2/6/2025	PARS	20250207		001-0000-204.25-00	PAYROLL SUMMARY	441.33
194479	2/6/2025	PARTS AUTHORITY	062-014723	032939	702-3800-480.38-52	WELD ON PIPE #613	97.45
			065-467276	032939	702-3800-480.38-52	ROTORS/BRAKE PAD #97	380.92
			070-102949	032939	702-3800-480.38-52	PROACT DISK PAD #97	52.34
			091-062357	032939	702-3800-480.38-52	PARTS RETURN/CORE CREDIT	(342.48)
			091-062389	032939	702-3800-480.38-52	BATTERY CORE CREDIT	(19.40)
			091-347175	032939	702-3800-480.38-52	PARTS #438	230.32
			091-347177	032939	702-3800-480.38-52	TPMS SENSOR #504	32.58
			091-347208	032939	702-3800-480.38-52	STARTER SOLENOID #806	30.79
			091-347485	032939	702-3800-480.38-52	PROACT DISK PAD #97	52.34
			101-110414	032939	702-3800-480.38-52	SUPPLIES	2.86
			101-111487	032939	702-3800-480.38-52	ROTORS #504	463.98
			101-124294	032939	702-3800-480.38-52	RBK DISC ROTOR #97	148.98
194480	2/6/2025	PERRY, SONJA	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 73461-18412	168.46
194481	2/6/2025	PIPPENGER HOLDINGS INC	01032025		810-9700-490.90-60	SECURITY DEPOSIT 2625 W GEORGE ST	1,800.00
194482	2/6/2025	PITSIKOS, AYDEE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 81549-52582	0.00
194483	2/6/2025	PRATT, FRANCIS & JUDITH	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 55697-51850	197.60
194484	2/6/2025	PUBLIC ENTITY RISK MANAGEMENT	INV346		700-0000-101.20-00	LIABILITY PROG Q3 FY2024-25	71,387.00
194485	2/6/2025	PULVER, JODEANE V	JANUARY 2025		001-4000-461.23-15	YOGA INSTRUCTION JANUARY 2025	178.50
194486	2/6/2025	RACEWAY FORD INC	3760463	032940	702-3800-480.38-52	MOTOR ASY #626	28.05
194487	2/6/2025	RICHARDS WATSON GERSHON	2515019		700-5300-480.33-04	0076 BANNING POINT APPEAL DECEMBER 2024	9,805.70
			251502		700-5300-480.33-04	0001 GENERAL SVCS DECEMBER 2024	11,590.73
						0005 COMMUNITY DEV DECEMBER 2024	22.90
						0010 POLICE DEPARTMENT DECEMBER 2024	137.40
			251503		700-5300-480.33-04	0003 CITY MANAGER DECEMBER 2024	274.80
			251504		700-5300-480.33-04	0004 CITY CLERK DECEMBER 2024	824.40
						0005 COMMUNITY DEV DECEMBER 2024	22.90
						0010 POLICE DEPARTMENT DECEMBER 2024	526.70
			251505		700-5300-480.33-04	0005 COMMUNITY DEV DECEMBER 2024	4,930.35
			251506		700-5300-480.33-04	0006 COMMUNITY SVCS DECEMBER 2024	68.70
			251507		700-5300-480.33-04	0007 ELECTRIC UTILITY DECEMBER 2024	206.10
			251508		700-5300-480.33-04	0008 ADMIN SVCS DECEMBER 2024	3,984.60
			251509		700-5300-480.33-04	0010 POLICE DEPARTMENT DECEMBER 2024	3,676.60
			251510		700-5300-480.33-04	0011 PUBLIC WORKS DECEMBER 2024	1,352.50
						0012 WATER/WASTEWATER DECEMBER 2024	172.10
			251511		700-5300-480.33-04	0012 WATER/WASTEWATER DECEMBER 2024	1,511.40
			251512		700-5300-480.33-04	0013 PERSONNEL MATTERS DECEMBER 2024	6,348.10
						0022 POLICE PERSONNEL DECEMBER 2024	63.80
			251513		002-0000-222.31-01	0014 BUTTERFIELD DECEMBER 2024	735.00
					002-2800-361.41-02	0014 BUTTERFIELD DECEMBER 2024	(735.00)
					002-2800-441.33-04	0014 BUTTERFIELD DECEMBER 2024	735.00
			251514		700-5300-480.33-04	0021 CODE ENFORCEMENT DECEMBER 2024	204.00
			251515		700-5300-480.33-04	0022 POLICE PERSONNEL DECEMBER 2024	446.60
			251516		700-5300-480.33-04	0040 THE FLUME DECEMBER 2024	525.00

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194487	2/6/2025	RICHARDS WATSON GERSHON	251517		002-0000-222.34-01	0062 CFD NO2020-02 ATWELL DECEMBER 2024	4,373.20
					002-2800-361.41-02	0062 CFD NO2020-02 ATWELL DECEMBER 2024	(4,373.20)
					002-2800-441.33-04	0062 CFD NO2020-02 ATWELL DECEMBER 2024	4,373.20
			251518		002-0000-222.31-37	0068 SUNSET CROSSROADS DECEMBER 2024	4,620.00
					002-2800-361.41-02	0068 SUNSET CROSSROADS DECEMBER 2024	(4,620.00)
					002-2800-441.33-04	0068 SUNSET CROSSROADS DECEMBER 2024	4,620.00
			251520		700-5300-480.33-04	0078 AVD PASS ACTION GRP DECEMBER 2024	150.80
			251521		700-5300-480.33-04	0080 PEOPLE VS R CARTER DECEMBER 2024	395.24
			251522		002-0000-222.31-58	0083 AIRPORT-HILLWOOD DECEMBER 2024	35.00
					002-2800-361.41-02	0083 AIRPORT-HILLWOOD DECEMBER 2024	(35.00)
					002-2800-441.33-04	0083 AIRPORT-HILLWOOD DECEMBER 2024	35.00
			251523		700-5300-480.33-04	0089 2244 CHARLES ARE DECEMBER 2024	5,438.68
			251524		700-5300-480.33-04	0091 IN RE BRUCE ELIEFF DECEMBER 2024	640.90
194488	2/6/2025	RICK ENGINEERING COMPANY	19973 (11)	032645	660-6300-471.95-10	DESIGN OF RAMSEY-WA MAIN 9/28/24-10/25/24	4,925.90
			19973 (12)	032645	660-6300-471.95-10	DESIGN OF RAMSEY-WA MAIN 11/30/24-12/31/24	754.78
194489	2/6/2025	ROCHA, JUAN JOSE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 27847-20834	203.88
194490	2/6/2025	RODRIGUEZ, MANUEL	MEALS 2/12-14		001-2200-421.23-06	DUI TRAINING MEALS 2/12-14 RODRIGUEZ	70.00
194491	2/6/2025	ROSSOVICH, EDMUND & DIANE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 82001-17172	211.61
194492	2/6/2025	ROWLEY, KATHLEEN	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 44743-4434	109.18
194493	2/6/2025	RUFFIN, STEPHEN	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 56151-50502	247.55
194494	2/6/2025	RWC GROUP	XA301201400:01	032975	702-3800-480.38-52	PARTS #244	323.77
194495	2/6/2025	SATELLITE PHONE STORE	9408-1371362	032428	703-3700-480.30-19	IRIDIUM MONTHLY EMERGENCY	307.95
194496	2/6/2025	SCA OF CA, LLC	159061PS	031802	100-4900-431.33-11	STREET SWEEPING SERVICES JAN 2025	11,559.00
194497	2/6/2025	SGP DESIGN AND PRINT	13250	033025	670-7000-473.23-02	WINDMILL BOOKLETS	307.87
194498	2/6/2025	SHRED-IT USA, LLC	8009561948	033351	001-2200-421.23-07	SHREDDING SVC-PD	163.19
			8009562244	032593	705-4500-412.33-11	SHREDDING SVC-CITY HALL	169.88
194499	2/6/2025	SIBOLE, KOLEEN	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 13001-50526	142.31
194500	2/6/2025	SMELKER, CHARLES & SALLIE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 41439-13794	215.37
194501	2/6/2025	SOUTHERN CALIFORNIA EDISON	360580366JAN25		660-6300-471.26-04	DEL RITA BOOSTER STATION 12/11/24-01/10/25	94.89
			360828122JAN25		670-7000-473.26-04	HIGHLAND HOME/WESTWARD 01/01/25-01/31/25	94.46
194502	2/6/2025	STAFFORD, CHERYL	REIMB 1/31/25		001-1900-412.23-04	CERTIFIED MAIL	9.68
194503	2/6/2025	STATE OF CALIFORNIA DOJ	787644	033226	001-2200-421.33-94	FINGERPRINTING DEC 2024	987.00
194504	2/6/2025	STONE, DIANE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 55591-51816	216.00
194505	2/6/2025	THOMPSON COBURN, LLP	3714435	032837	670-7010-473.33-02	LEGAL SVCS 48126/68898	65.42
			3714465	032837	670-7010-473.33-02	LEGAL SVCS 37424/99932	61.00
			3714467	032837	670-7010-473.33-02	LEGAL SVCS 37424/97133	952.00
			3715426	032837	670-7010-473.33-02	LEGAL SVCS 44632/56835	1,519.58
			3715430	032837	670-7010-473.33-02	LEGAL SVCS 46632/57431	1,416.17
194506	2/6/2025	THORNTON, MEL	MAY24-OCT24		670-7000-357.38-10	MEDICAL DISCOUNT MAY24-OCT24 PAYMENTS	120.00
					675-7020-473.42-36	LOW INCOME DISCOUNT MAY24-OCT24 PAYMENTS	195.00
194507	2/6/2025	TROUP, ERNEST	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 90425-6082	0.00
194508	2/6/2025	UNDERGROUND SERVICE ALERT	120250058		100-4900-431.30-13	67 NEW TICKETS FEB 2025	44.65
					660-6300-471.45-08	67 NEW TICKETS FEB 2025	44.65
					670-7000-473.45-05	67 NEW TICKETS FEB 2025	44.65
			24-252320		100-4900-431.30-13	CA ST FEE-REGULATORY COST FEB 2025	14.86
					660-6300-471.45-08	CA ST FEE-REGULATORY COST FEB 2025	14.85
					670-7000-473.45-05	CA ST FEE-REGULATORY COST FEB 2025	14.86
194509	2/6/2025	VAN WINKLE, THOMAS & LINDA	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 55809-51868	212.57
194510	2/6/2025	VANCE CORPORATION	2024-13.04	032928	101-0000-232.00-00	FINAL RETENTION	25,476.87
					102-0000-232.00-00	FINAL RETENTION	35,130.86
					810-0000-232.00-00	FINAL RETENTION	1,167.53
194511	2/6/2025	VEOLIA WATER CONTRACT OPERATIONS US	9000198168	031245	680-8000-454.23-38	O&M FEE FEBRUARY 2025	76,371.36
194512	2/6/2025	VESTIS SERVICES LLC	5880838581	033216	761-3110-480.25-02	UNIFORM-FSR	149.71
194513	2/6/2025	VIGILANT LLC	23496	032607	703-3700-480.33-11	MNDR: CITY HALL & PD	5,364.34
			23550	032607	703-3700-480.33-11	MEDR: CONTRACTED AMOUNT	3,081.35
194514	2/6/2025	VORISEK, ADAM	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 95091-7104	223.49

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194515	2/6/2025	WAGES, ROBERT & ANN	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 3115-1322	104.87
194516	2/6/2025	WALLACE, COLLEEN	FUEL 12/4-6		001-1000-411.23-05	LOCC POLICY MEETING FUEL 12/4-6 TV25E5	109.01
194517	2/6/2025	WEINBERG, MARK & JUDY	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 89553-52172	179.11
194518	2/6/2025	WEST & ASSOCIATES ENGINEERING, INC	1024.11.015	033288	001-3000-442.33-11	TECHNICAL/ENGINEERING SVC	4,950.00
194519	2/6/2025	WEST COAST SAND & GRAVEL, INC.	803856	033297	660-6300-471.45-17	RECYCLED CLASS 2 BASE SCREENED FILL SAND	1,196.86
194520	2/6/2025	WILLDAN FINANCIAL SERVICES	010-60819	033053	375-4900-431.33-19	2004-1 FAIR OAKS ADMIN 1/25-3/25 3OF4-FY24/25	873.30
			010-61208		375-4900-431.33-11	ANNUAL DISCLOSURE INFO #2004-1 FAIR OAKS RANCH	950.00
194521	2/6/2025	WILLIAMS, JOHN	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 96685-50088	265.50
194522	2/6/2025	WILLIAMS, JOHN	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 63635-24356	132.24
194523	2/6/2025	WOOD, RONALD & JUDY	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 63575-49834	145.46
194524	2/20/2025	ALBRIGHT, DILLON	TUITION FY25		680-8000-454.25-09	TUITION REIMBURSEMENT IBEW MOU ALBRIGHT	312.00
194525	2/20/2025	ALL STAR ELITE SPORTS	4737	033099	001-4000-461.36-09	REVERSIBLE JERSEYS (328)	6,293.05
194526	2/20/2025	AMAZON BUSINESS	11DC-6TK9-16QD	033121	001-4000-461.89-46	SHELF	53.86
			13N4-4PXW-1R61	033044	670-7000-473.36-00	PHONE HOLSTER	9.93
			14QX-MLTP-H3XR	033121	001-4000-461.36-00	OFFICE SUPPLIES	12.92
			16LD-61VD-1NR3	033215	001-2200-421.36-00	MINI FRIDGE/COFFEE	378.97
			16PD-QVLT-9M4V	033215	001-2200-421.36-00	WEBCAM	75.41
			1CW3-PCHX-46K9	033121	001-4000-461.36-09	SUPPLIES	17.23
			1HN4-FDXV-6M6J	033044	670-7000-473.36-00	OFFICE SUPPLIES	97.61
			1HPD-F9NF-6GT7	033215	001-2200-421.36-00	SIREN BULLHORN	69.71
			1J34-7VMW-9F66	032945	001-1400-412.36-00	CERTIFICATE FRAME	32.31
			1KFC-VVXQ-1YGR	032946	810-9700-490.90-59	SUPPLIES	341.55
			1KJT-4Q3L-PGGT	033215	001-2200-421.36-00	OFFICE SUPPLIES	504.20
			1M3P-7NM3-NHLN	033121	001-4000-461.36-09	INDOOR GAME BASKETBALL	172.38
			1T3Y-D976-44NG	033045	001-1910-412.36-00	DATE STAMP	27.36
					705-4500-412.36-00	PENS (1-36PK)	39.42
			1T3Y-D976-64ND	033215	001-2200-421.36-00	CERTIFICATE HOLDERS	37.59
			1WJ4-QGQ4-GFJR	033215	001-2200-421.36-00	FIRST AID KIT	50.59
			1WYD-TC4T-GHKV	032945	705-4500-412.36-00	KEYBOARD	12.47
194527	2/20/2025	AMERICAN WATER WORKS ASSN	SO199425		660-6300-471.23-03	MBSHP DUES 2/1/25-1/31/26 GERDES #675518	336.00
194528	2/20/2025	ANIXTER, INC	6247651-00		670-0000-131.00-00	INVENTORY PO NUM 033348	109.91
194529	2/20/2025	ATWORK PERSONNEL SERVICES	307624	033334	001-2740-442.23-27	INZUNZA 02/02/25	1,363.65
			307625	033146	001-2200-421.23-27	M BOND 02/02/25	285.13
			307626	033074	001-3000-442.23-27	SANTELLO 02/02/25	286.37
					660-6300-471.23-27	SANTELLO 02/02/25	429.55
					680-8000-454.23-27	SANTELLO 02/02/25	429.55
					702-3800-480.23-27	SANTELLO 02/02/25	286.36
			307627	033263	761-3100-480.33-11	BURGER 02/02/25	874.43
			307628	033272	810-9700-490.90-59	PRIEST 02/02/25	860.48
194530	2/20/2025	AVILA, VINCENT	MEALS 2/19-21		001-2200-421.23-05	POLICE CHEIF & CM COURSE MEALS 2/19-21 V AVILA	181.25
194531	2/20/2025	BABCOCK LABORATORIES, INC	CA51222-0030	032373	680-8000-454.23-32	TDS ANALYSIS	39.34
			CA51223-0030	032373	660-6300-471.23-32	COLIFORMS	261.91
			CA51224-0030	032373	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	86.94
			CA51281-0030	032373	660-6300-471.23-32	549 DIQUAT DIOXINS	3,080.16
			CA51636-0030	032373	660-6300-471.23-32	COLIFORMS	261.91
			CA51638-0030	032373	680-8000-454.23-32	TDS ANALYSIS	39.34
194532	2/20/2025	BANNING POLICE OFFICERS ASSOC.	JANUARY 2025		001-0000-204.50-00	POLICE OFFICER ASSOC DUES JAN 2025	2,960.30
194533	2/20/2025	BEAUMONT DO IT BEST HOME CENTER	552435	033114	001-3600-461.30-06	LIGHTING	86.18
			552437	033114	001-3600-461.30-06	LIGHTING	100.18
			552688	032918	810-9700-490.90-59	SUPPLIES	73.17
			552765	032918	810-9700-490.90-59	SILICONE SEALANT	10.72
			552768	032952	100-4900-431.38-54	GRAFFITI REMOVAL	53.83
			552788	032952	100-4900-431.36-00	LTR/NUMBER SET	4.95
			552810	032918	810-9700-490.90-59	CREDIT FOR INV 552688	(26.24)
			552850	032952	100-4900-431.36-00	1/2 GAL SM HAND CLEANER	11.84
			552863	033114	001-3600-461.30-01	SUPPLIES	273.12

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194533	45708	BEAUMONT DO IT BEST HOME CENTER	552867	032952	704-3200-412.30-02	SUPPLIES	95.62
			552886	033144	001-4000-461.30-02	SUPPLIES	259.02
			552932	033114	001-3600-461.30-01	PAINT SUPPLIES	38.08
194534	2/20/2025	BEAUMONT SAFE & LOCK	78315	033202	001-4000-461.30-02	DUPLICATE KEYS	8.58
194535	2/20/2025	BIO-TOX LABORATORIES	46902	033232	001-2200-421.33-31	BLOOD ANALYSIS	202.00
			46903	033232	001-2200-421.33-31	BLOOD ANALYSIS	843.00
			46987	033232	001-2200-421.33-31	BLOOD ANALYSIS	1,298.00
194536	2/20/2025	BUNCH, JAMES & BRENDA	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 55751-51690	201.99
194537	2/20/2025	CALIFORNIA LAW ENFORCE ASSN	FEBRUARY 2025		001-0000-204.80-13	POLICE LTD PREMIUMS FEB 2025	1,088.00
194538	2/20/2025	CDW GOVERNMENT, LLC	AC2R99N	033214	660-6300-471.89-48	DELL SET UP 9QF7T34	2,431.92
			AC2YS1J	033214	660-6300-471.89-48	DUAL MONITOR STAND	209.11
194539	2/20/2025	CELL BUSINESS EQUIP-LEASING	5032438203	032588	670-7000-473.32-06	5000 FOLDER INSERTER 12/23/24-1/22/25	108.73
194540	2/20/2025	CHANDLER ASSET MANAGEMENT INC	2501BANNING	032081	001-4500-412.33-11	ASSET & INVESTMENT MGMT JAN 2025	2,137.52
194541	2/20/2025	CINTAS CORPORATION	4213724206	033162	001-4000-461.36-03	CLEANING CHEMICALS	124.71
			4218871452	033161	001-3600-461.25-02	UNIFORM-PARKS	52.32
			4219599061	033161	001-3600-461.25-02	UNIFORM-PARKS	52.32
			4219599214	033162	001-4000-461.36-03	CLEANING CHEMICALS	124.71
			4220308777	032953	100-4900-431.25-02	UNIFORM-STREETS	79.77
					704-3200-412.25-02	UNIFORM-BUILD MAINT	11.03
			4220308790	032901	702-3800-480.25-02	UNIFORM-FLEET	61.26
			4220308811	032937	610-5800-434.25-02	UNIFORM-TRANSIT	112.02
					610-5850-434.25-02	UNIFORM-DAR	7.84
			4220308872	033161	001-3600-461.25-02	UNIFORM-PARKS	52.32
			4220309102	033256	670-7000-473.25-02	UNIFORM-ELEC	338.51
			5240575902	032901	702-3800-480.38-52	FIRST AID SUPPLIES	514.34
			5252696406	033162	001-4000-461.36-00	FIRST AID	297.92
194542	2/20/2025	CITY OF BANNING (BNG)	FC C-2 FEB25		001-3600-461.32-02	FC C-2 HANGAR FEBRUARY 2025	197.57
194543	2/20/2025	CONCENTRA MEDICAL CENTERS	84651224		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	45.00
			84721355		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	116.00
			84868564		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	90.00
			85022504		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	125.00
			85092327		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	45.00
			85218618		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	116.00
			85680516		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	164.00
			85824932		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	48.00
194544	2/20/2025	CORE & MAIN, LP	W118363		660-0000-131.00-00	INVENTORY PO NUM 033011	1,077.50
			W307226		660-0000-131.00-00	INVENTORY PO NUM 033011	1,917.29
194545	2/20/2025	COUTS HEATING & COOLING, INC	11560	032968	704-3200-412.30-21	SERVICE CALL-CITY HALL	620.00
194546	2/20/2025	CUSTOM TROPHIES & UNEEK AWARDS	006065	032949	761-3100-480.36-00	PLAQUE (1)	107.75
194547	2/20/2025	DANIEL R HOUSER INC	20240139	033385	660-6300-471.33-11	PROGRAMMING SERVICES 2/1/24-10/31/24	750.00
194548	2/20/2025	E.R. BLOCK PLUMBING	142637	030133	660-6300-471.33-11	BACKFLOW TESTING	12,450.00
			142659	030133	660-6300-471.33-11	BACKFLOW TESTING	8,400.00
			142684	030133	660-6300-471.33-11	BACKFLOW TESTING	675.00
			142723	030133	660-6300-471.33-11	BACKFLOW TESTING	2,700.00
194549	2/20/2025	EIDE BAILLY LLP	EI01803041	032876	001-1900-412.33-11	YEAR END CLOSING JAN 2025	18,893.63
194550	2/20/2025	ELITE FIRE PROTECTION, INC	58271	032970	704-3200-412.30-02	ABC DRY CHEMICAL	411.98
			58272	032970	704-3200-412.30-02	FIRE SPRINKLER MAINT	569.65
194551	2/20/2025	FAST LUBE & TUNE	121955	033199	702-3800-480.30-05	OIL CHANGE #908	67.47
			121958	033199	702-3800-480.30-05	OIL CHANGE #204	61.87
			121999	033199	702-3800-480.30-05	OIL CHANGE #901	63.16
			122181	033199	702-3800-480.30-05	OIL CHANGE #90	71.78
			122186	033199	702-3800-480.30-05	OIL CHANGE #96	71.78
			122192	033199	702-3800-480.30-05	OIL CHANGE #22	71.78
194552	2/20/2025	FEDEX	8-764-27812		001-2200-421.23-04	2 DAY POSTAGE-PD	810.78
194553	2/20/2025	FLOYD SR, ERNEST	TUITION FY25		660-6300-471.10-58	TUITION REIMBURSEMENT IBEW MOU FLOYD	1,801.00
194554	2/20/2025	FRONTIER COMMUNICATIONS	2091885918JAN25		001-2200-421.26-05	209-060-5278 01/28/25-02/27/25	43.23

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194554	2/20/2025	FRONTIER COMMUNICATIONS	2091885918JAN25		001-2400-422.26-05	209-188-5918/951-849-1147 01/28/25-02/27/25	683.75
					001-4000-461.26-05	951-849-0152 01/28/25-02/27/25	405.74
					610-5800-434.26-05	951-849-0641 01/28/25-02/27/25	457.22
					660-6300-471.26-05	951-922-3281/951-922-3283 01/28/25-02/27/25	526.13
					670-7000-473.26-05	951-922-3260/951-922-3294 01/28/25-02/27/25	343.09
					705-4500-412.26-05	951-849-1550 01/28/25-02/27/25	132.41
			9518493260JAN25		705-4500-412.23-42	LATE FEE 01/28/25-02/27/25	14.00
					705-4500-412.26-05	951-849-3260 01/28/25-02/27/25	313.21
194555	2/20/2025	GARDA CL WEST INC	10806051	033241	761-3100-480.23-43	ARMORED SVCS FEB 2025	1,280.15
194556	2/20/2025	GAS COMPANY, THE	13392459007JA25		600-5100-435.26-06	408 S HATHAWAY ST 12/20/24-01/22/25	135.90
194557	2/20/2025	GERDES, PERRY	EYEWEAR FY25		660-6300-471.25-10	EMPLOYEE EYEWEAR REIMB TEAMSTERS MOU-GERDES	210.00
					680-8000-454.25-10	EMPLOYEE EYEWEAR REIMB TEAMSTERS MOU-GERDES	90.00
194558	2/20/2025	GOLDEN STAR TECHNOLOGY, INC	INV109165	033303	001-2200-421.90-52	F110G7 INTEL CORE RQB03F0155	4,400.20
194559	2/20/2025	GRAINGER	9398313297	032922	704-3200-412.30-02	SEALED LEAD ACID BATTERY	62.75
			9398313305	032942	702-3800-480.38-52	SUPPLIES WELL 10	126.90
			9400818309	032942	702-3800-480.38-52	TRAILER JACK #711	94.42
194560	2/20/2025	HERNANDEZ, CARLA	JANUARY 2025		001-4000-461.23-15	KARATE INSTRUCTION JAN 2025	1,022.00
194561	2/20/2025	HOME DEPOT #8987	2972797	033027	660-6300-471.30-02	SUPPLIES FOR M10 ROOFING	48.41
			2972850	033027	660-6300-471.30-02	SUPPLIES FOR M10 ROOFING	25.72
			3371539	032957	100-4900-431.36-00	FENCE SUPPLY	96.94
					704-3200-412.30-02	SPECTRACIDE	53.71
			3371540	032957	100-4900-431.36-00	FENCING SUPPLIES-RETURNED	(96.94)
					704-3200-412.30-02	SPECTRACIDE-RETURNED	(53.71)
			3905217	033027	660-6300-471.30-02	SUPPLIES FOR M10 ROOFING	574.71
			6514326	033098	670-7000-473.45-16	EXTENSION CORDS	129.24
			6531485	033098	670-7000-473.45-16	TOOLS/SUPPLIES	269.45
			6974350	032957	600-5100-435.30-02	CABLE TIES	53.83
					704-3200-412.30-02	CABLE TIES	75.32
			8525324	033098	675-7020-473.36-00	TAPE MEASURE	19.36
			8973731	033098	675-7020-473.42-65	REFRIDGERATOR	1,822.47
194562	2/20/2025	I.B.E.W. LOCAL 47 (PAC)	JANUARY 2025		001-0000-204.80-01	PAC DUES JAN 2025	48.00
194563	2/20/2025	INNOVATIVE EMERGENCY EQUIPMENT	34148	033111	702-3800-480.30-05	LABOR #91	105.00
194564	2/20/2025	INNOVATIVE FEDERAL STRATEGIES	COB012025	032524	705-4500-412.33-11	FEDERAL LOBBYING SERVICES JAN 2025	4,750.00
194565	2/20/2025	JEWS, NICOLE	MEALS 2/23-26		001-1300-412.23-05	2025 PARMA ANNUAL CONF MEALS 2/23-26 JEWS	172.25
194566	2/20/2025	KEN GRODY FORD REDLANDS	296515	033188	702-3800-480.30-05	PARTS/LABOR #46	1,184.29
194567	2/20/2025	LEXISNEXIS RISK SOLUTIONS	1100094751	032332	001-2200-421.30-17	SOFTWARE/MONTHLY	112.55
194568	2/20/2025	LOZANO SMITH LLP	2233707		700-5300-480.33-04	LEGAL SVC 000001 NOVEMBER 2024	245.00
			2233708		700-5300-480.33-04	LEGAL SVC 000003 NOVEMBER 2024	630.00
194569	2/20/2025	MARIPOSA LANDSCAPES, INC	110901	032405	660-6300-471.45-07	LANDSCAPE MAINT NOV 24	1,963.44
			111923	030833	001-3600-461.23-29	PARK MAINT JAN 25	8,517.45
					001-4000-461.23-29	PARK MAINT JAN 25	499.99
					001-4010-461.23-29	PARK MAINT JAN 25	1,090.80
					001-4050-461.23-29	PARK MAINT JAN 25	481.73
			111925	032405	660-6300-471.45-07	LANDSCAPE MAINT JAN 25	1,963.44
194570	2/20/2025	MILSOFT UTILITY SOLUTIONS, INC	20251066	033231	761-3100-480.30-17	HOSTED TEXTING DEDICATED JAN 2025	3,614.95
194571	2/20/2025	MITSUBISHI ELECTRIC & ELECTRONICS	516074	032960	704-3200-412.30-02	REGULAR SERVICE-PD	353.87
194572	2/20/2025	NIGP	601110		001-1910-412.23-03	MEMBERSHIP DUES MASON MUNOZ HEIDT	395.00
194573	2/20/2025	ORANGE COUNTY WINWATER WORKS	168802 01		660-0000-131.00-00	INVENTORY PO NUM 033344	416.28
			168802 02		660-0000-131.00-00	INVENTORY PO NUM 033344	401.20
			168957 01		660-0000-131.00-00	INVENTORY PO NUM 033344	957.09
194574	2/20/2025	PARKHOUSE TIRE, INC.	2010935146	032932	702-3800-480.38-52	TIRES #504	596.87
			2010935758	032932	702-3800-480.38-52	TIRES #438	1,120.98
			2010936106	032932	702-3800-480.38-52	TIRES #94	182.71
			2010936492	032932	702-3800-480.38-52	TIRES #22	276.95
194575	2/20/2025	PARTS AUTHORITY	091-347647	032939	702-3800-480.38-52	MOUNTING KIT #52	3.46
194576	2/20/2025	PAYPRO ADMINISTRATORS	045058		001-1300-412.33-11	COBRA ADMIN SERVICES JANUARY 2025	143.00

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194577	2/20/2025	SCA OF CA, LLC	159168PS	031802	100-4900-431.33-11	STREET SWEEPING SERVICES 1/10/2025	672.35
194578	2/20/2025	SITEONE LANDSCAPE SUPPLY	149220217-001	033127	001-3600-461.30-16	STAINLESS STEEL ROTOR	2,279.24
194579	2/20/2025	SLOVAK BARON EMPEY MURPHY & PINKNEY	91914	033373	700-5300-480.33-04	TWO BROTHERS 14 CORP THRU 1/23/25	10,563.00
			91915	033373	700-5300-480.33-04	SUN LAKES HIGHLAND THRU 1/30/25	34,000.50
			91916	033373	700-5300-480.33-04	GENERAL SVCS THRU 1/14/25	44,412.50
			91917	033373	700-5300-480.33-04	LITIGATION SVCS THRU 1/31/25	14,245.40
			91918	033373	700-5300-480.33-04	POLICE DEPT THRU 1/31/25	10,502.00
194580	2/20/2025	SOFTWARE ONE, INC	US-PSI-1541601	032564	703-3700-480.30-17	AZURE SIMPLE SOFTWARE JAN 2025	2,701.70
194581	2/20/2025	SOUTHERN CALIFORNIA GAS CO	09242310481JA25		702-3800-480.36-61	NATUAL GAS VEHICLE FUEL 01/01/2025-02/01/2025	8,303.38
194582	2/20/2025	STAPLES BUSINESS ADVANTAGE	6021292469	033267	670-7000-473.36-00	OFFICE SUPPLIES	189.21
			6021364793	033267	670-7000-473.36-00	OFFICE SUPPLIES	79.75
			6021572319	033267	670-7000-473.36-00	OFFICE SUPPLIES	91.64
			6021609906	033137	001-4000-461.36-03	SUPPLIES	512.24
			6021943778	033267	670-7000-473.36-00	DISINFECTANT SPRAY	16.36
			6022362538	033118	001-2200-421.36-00	SUPPLIES	13.02
			6022362539	033118	001-2200-421.36-00	SUPPLIES	608.43
			6023907566	033010	705-4500-412.36-00	OFFICE SUPPLIES-CITYWIDE	64.27
194583	2/20/2025	STATE OF CALIFORNIA DOJ	775578		001-1300-412.35-99	FINGERPRINTS OCTOBER 2024	162.00
			792174	033226	001-2200-421.26-05	CLETS QTR2 OCT-DEC 24	1,876.98
194584	2/20/2025	STC TRAFFIC INC	7660	033117	100-4900-431.90-10	DESIGN OF TS HARDWARE DEC 2024	620.00
194585	2/20/2025	THE HOUSE OF PORTRAITS INC	56961	033382	001-4000-461.36-09	SPORTS PCKG SPRING 2025	2,095.52
194586	2/20/2025	TRENCH SHORING COMPANY	RI20478355	033177	660-6300-471.32-05	TRENCH TOP RENTAL	44.80
194587	2/20/2025	TRI POINTE HOMES	000097809		001-0000-218.22-22	UB CR REFUND-FINALS 97809-56546	17,566.03
194588	2/20/2025	VESTIS SERVICES LLC	5880844552	033216	761-3110-480.25-02	UNIFORM-FSR	110.33
194589	2/20/2025	VISTA PAINT	2025-794212-00	033141	001-4000-461.30-02	SEMI GLOSS PAINT	381.28
			2025799607-00	032964	100-4900-431.38-54	FLAT PAINT	477.89
194590	2/20/2025	VULCAN MATERIALS	2576385	032972	660-6300-471.45-17	COLD MIX	2,820.91
194591	2/20/2025	WEST COAST SAND & GRAVEL, INC.	805948	033297	660-6300-471.45-17	SCREENED FILL SAND	612.06
194592	2/20/2025	WESTERN WATER WORKS SUPPLY CO	1155307-00		660-0000-131.00-00	INVENTORY PO NUM 033013	4,124.88
194593	2/20/2025	WITTMAN ENTERPRISES, LLC	241201202	032553	001-2400-422.33-11	BILLING SVCS PERFORMED DEC 2024	3,087.00
			250101202	032553	001-2400-422.33-11	BILLING SVCS PERFORMED JAN 2025	3,827.25
194594	2/20/2025	XENIA PACIFIC, INC	6488	033128	001-3600-461.30-01	ALUMA CORE SIGN	1,021.47
194595	2/20/2025	ZELAYA, JENNIFER	97157-21500 AC		675-7020-473.42-35	RESIDENTIAL AC REBATE	1,500.00
194596	2/24/2025	AMAZON BUSINESS	161M-TVRF-FJYW	033045	001-1910-412.36-00	LAMINATING POUCHES	28.62
					705-4500-412.36-00	POST IT NOTES	10.74
			1CCH-NTP1-KCLY	032945	001-1400-412.36-00	LOBBY DECORATIONS	58.13
			1TKL-Q49C-FPMW	033044	670-7000-473.45-16	SUPPLIES	171.30
			1VRL-6RTM-W3QM	033001	761-3110-480.36-00	IPAD CASES (5)	112.45
194597	2/24/2025	ANIXTER, INC	6247651-01		670-0000-131.00-00	INVENTORY PO NUM 033348	573.23
194598	2/24/2025	AT&T CALNET 2	000022975933		001-2200-421.26-05	MONTHLY SVC 01/02/2025-01/31/2025	910.23
			000022976780		001-2200-421.26-05	MONTHLY SVC 01/01/2025-01/31/2025	103.97
			000022977036		001-2200-421.26-05	MONTHLY SVC 01/01/2025-01/31/2025	217.63
194599	2/24/2025	ATWORK PERSONNEL SERVICES	308511	033334	001-2740-442.23-27	INZUNZA 02/09/25	1,363.65
			308513	033074	001-3000-442.23-27	SANTELLO 02/09/25	297.52
					660-6300-471.23-27	SANTELLO 02/09/25	446.29
					680-8000-454.23-27	SANTELLO 02/09/25	446.29
					702-3800-480.23-27	SANTELLO 02/09/25	297.52
			308514	033263	761-3100-480.33-11	BURGER/SANCHEZ 02/09/25	2,734.19
			308515	033272	810-9700-490.90-59	PRIEST 02/09/25	860.48
194600	2/24/2025	BABCOCK LABORATORIES, INC	CA51637-0030	032373	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	86.94
			CB50063-0030	032373	660-6300-471.23-32	COLIFORMS	261.91
			CB50064-0030	032373	660-6300-471.23-32	COLIFORMS	190.48
			CB50067-0030	032373	660-6300-471.23-32	COLIFORMS	238.10
			CB50082-0030	032373	680-8000-454.23-32	TDS ANALYSIS	39.34
			CB50097-0030	032373	660-6300-471.23-32	NITRATE-NITROGEN	207.04
			CB50220-0030	032373	660-6300-471.23-32	549-DIQUAT DIOXINS	2,566.80

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194600	2/24/2025	BABCOCK LABORATORIES, INC	CB50250-0030	032373	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	86.94
			CB50255-0030	032373	660-6300-471.23-32	GENERAL PHYSICAL ANALYSIS	57.96
194601	2/24/2025	BARR DOOR, INC	34471	033246	704-3200-412.30-02	DOOR REPAIR-CITY HALL	1,184.03
194602	2/24/2025	BARRINGTON, CINDY	TRAVEL 1/29-31		001-1000-411.23-05	CITY COUNCIL MEMBER TRNG TRAVEL 1/29-31 TV25D3	69.60
194603	2/24/2025	BEAUMONT DO IT BEST HOME CENTER	552991	032918	810-9700-490.90-59	SUPPLIES	117.18
			553005	032952	704-3200-412.30-01	WIRE CUTTER/STRIPPER	46.31
			553055	032952	704-3200-412.30-01	CABLE TIES	42.01
194604	2/24/2025	BENAVIDES, SUSIE	TRAVEL 1/29-31		001-1300-412.23-05	LCW ANNUAL CONF TRAVEL 1/29-31 BENAVIDES	253.75
194605	2/24/2025	CALIFORNIA WATER ENVIRONMENT	FY25 CERT394708		660-6300-471.23-03	COLLECTION SYS MAIN GRD 1 TREMBLY #394708	106.00
			FY25 CERT433239		660-6300-471.23-03	CWEA CERT RENEWAL MIKESELL #433239	106.00
			FY25 DUES337448		660-6300-471.23-03	CWEA ASSOC DUES FLOYD #337448	239.00
194606	2/24/2025	CASTILLO, ASHLEY	MEALS 2/19		001-2200-421.23-06	DNA EVIDENCE TRAINING MEALS 2/19 CASTILLO	21.00
194607	2/24/2025	CDW GOVERNMENT, LLC	AC6895F	033033	001-2800-441.89-48	MONITOR STAND	206.05
			AC68Z1L	033033	001-2800-441.89-48	LAPTOP & ACCESSORIES 8GPSF54	1,664.82
194608	2/24/2025	CELL BUSINESS EQUIP-LEASING	5033189861	032588	670-7000-473.32-06	5000 FOLDER INSERTER 2/23/25-3/22/25	844.10
194609	2/24/2025	CINTAS CORPORATION	4221047078	032953	100-4900-431.25-02	UNIFORM-STREETS	79.77
					704-3200-412.25-02	UNIFORM-BUILD MAINT	11.03
			4221047123	032901	702-3800-480.25-02	UNIFORM-FLEET	66.36
			4221047198	033256	670-7000-473.25-02	UNIFORM-ELEC	340.32
194610	2/24/2025	D&M JOB INC.	16595	032977	001-1210-412.23-02	CITY TRIFOLD (500)	269.38
194611	2/24/2025	DELTA DENTAL INSURANCE COMPANY	BE006387137		001-0000-204.32-00	DENTAL-HMO JANUARY 2025	924.12
194612	2/24/2025	DELTA DENTAL OF CALIFORNIA	BE006386140		001-0000-204.32-00	DENTAL-PPO JANUARY 2025	8,299.52
						DENTAL-PPO JANUARY 2025 ADJ	(133.35)
194613	2/24/2025	DUDEK	202408571	031985	660-0000-232.00-00	WELL M12A DESIGN 8/24/24-9/27/24 RETAINAGE	(1,300.81)
					660-6300-471.95-08	WELL M12A DESIGN 8/24/24-9/27/24	13,008.05
194614	2/24/2025	ENTERPRISE FM TRUST	FBN5255991		001-2200-421.32-06	PD #40 FEBRUARY 2025	558.53
					001-2300-424.32-06	ANIMAL CONTROL #80 FEBRUARY 2025	927.47
					001-2400-422.32-06	CODE ENF #431 FEBRUARY 2025	509.83
						FIRE #110 FEBRUARY 2025	442.06
					001-2740-442.32-06	CODE ENF #437 438 FEBRUARY 2025	1,029.39
					001-3000-442.32-06	ENGINEERING #1201 FEBRUARY 2025	661.46
					001-3600-461.32-06	PARKS #701-704 FEBRUARY 2025	2,459.94
					100-4900-431.32-06	STREETS #600 620 624-628 FEBRUARY 2025	4,970.96
					660-6300-471.32-06	WATER #800-802 804 817 FEBRUARY 2025	9,514.19
					670-7000-473.32-06	ELEC 302 310 314 317 318 FEBRUARY 2025	2,974.54
					702-3800-480.32-06	FLEET#204 FEBRUARY 2025	314.77
					761-3110-480.32-06	METER #505 FEBRUARY 2025	441.65
					810-9700-490.90-59	OPP VIL #205 FEBRUARY 2025	275.79
194615	2/24/2025	FAST LUBE & TUNE	122225	033199	702-3800-480.30-05	OIL CHANGE #301	63.16
			122256	033199	702-3800-480.30-05	OIL CHANGE #21	63.16
			122277	033199	702-3800-480.30-05	OIL CHANGE #838	67.47
194616	2/24/2025	FERRELLGAS LP	1129301700	033261	660-6300-471.36-08	PROPANE	803.39
194617	2/24/2025	FLYNN, SHERI	TRAVEL 1/29-31		001-1000-411.23-05	CITY COUNCIL MEMBER TRNG TRAVEL 1/29-31 TV25C8	84.55
194618	2/24/2025	FRONTIER COMMUNICATIONS	9518493260DEC24		705-4500-412.23-42	LATE FEE 12/28/2024-01/27/2025	14.00
					705-4500-412.26-05	951-849-3260 12/28/24-01/27/25	495.09
194619	2/24/2025	GARDA CL WEST INC	20627911	033241	761-3100-480.23-43	ARMORED SVCS-EXCESS TIME JAN 2025	96.67
194620	2/24/2025	GAS COMPANY, THE	07702683751FB25		001-2200-421.26-06	125 E RAMSEY ST 01/16/25-02/14/25	1,033.73
			12662493001FB25		001-2400-422.26-06	3900 W WILSON 01/09/25-02/07/25	174.08
194621	2/24/2025	GRAINGER	9390866995	032922	704-3200-412.30-02	SEALED LEAD ACID BATTERY	376.53
			9403587117	032942	702-3800-480.38-52	LEAD ACID BATTERY #61	177.42
194622	2/24/2025	HAZEN AND SAWYER	20062-003-3	032865	660-6300-471.33-11	WWTP CHROMIUM 6 TREATMENT OCT 2024	8,971.25
			20062-003-4	032865	660-6300-471.33-11	WWTP CHROMIUM 6 TREATMENT NOV 2024	4,141.25
194623	2/24/2025	HOME DEPOT #8987	5971056		660-0000-131.00-00	60LB QUIKRETE PALLET DEP PO NUM 032999	299.01
			9903737	033098	675-7020-473.42-65	REFRIGERATOR	1,382.87
194624	2/24/2025	I.B.E.W. LOCAL 47	JANUARY 2025		001-0000-204.53-00	GEN/UTILITY UNION DUES JAN 2025	10,652.36
194625	2/24/2025	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20250221		001-0000-204.80-10	PAYROLL SUMMARY	3,087.18

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194626	2/24/2025	INFOSEND, INC	279768	032788	761-3100-480.23-02	UB BILL SVC 01/31/25	7.37
					761-3100-480.23-04	UB BILL SVC 01/31/25	66.55
					761-3100-480.33-11	UB BILL SVC 01/31/25	12.32
			280916	032788	761-3100-480.23-02	UB BILL SVC 02/07/25	8.18
					761-3100-480.23-04	UB BILL SVC 02/07/25	68.86
					761-3100-480.33-11	UB BILL SVC 02/07/25	163.98
			281208	032788	761-3100-480.23-02	UB BILL SVC 02/14/25	1.43
					761-3100-480.23-04	UB BILL SVC 02/14/25	11.82
					761-3100-480.33-11	UB BILL SVC 02/14/25	2.27
194627	2/24/2025	JEWS, NICOLE	TRAVEL 1/30-31		001-1300-412.25-05	ANUAL LCW CONF TRAVEL 1/30-31 JEWS	121.10
194628	2/24/2025	KEN GRODY FORD REDLANDS	296547	033188	702-3800-480.30-05	PARTS/LABOR #18	3,073.37
194629	2/24/2025	KIMLEY-HORN AND ASSOCIATES, INC	194392004-0125	032872	681-8000-454.90-78	BANNING WWTP UPGRADE	16,119.50
194630	2/24/2025	MARIPOSA LANDSCAPES, INC	111146	032925	001-2740-442.23-39	WEED ABATEMNT 540-165-007	348.00
			111147	032925	001-2740-442.23-39	WEED ABATEMNT 537-100-004	5,220.00
			111148	032925	001-2740-442.23-39	WEED ABATEMNT 535-070-007	3,654.00
194631	2/24/2025	MARTINEZ, ROBERT	REIMB 1/7/25		001-2740-442.23-03	CACEO 2025 DUES MARTINEZ INV 300021555	100.00
194632	2/24/2025	MC AVOY & MARKHAM	M-2754		670-0000-131.00-00	GEC DURHAM CRRENT TRNSFRM PO NUM 033391	3,671.28
194633	2/24/2025	MC CALL'S METER SALES	37317	033195	660-6300-471.45-06	CERTIFIED FLOW TEST	150.00
194634	2/24/2025	MCC PIPELINE INC	224-43-1	033355	660-0000-232.00-00	RAMSEY WATERLINE RPLCMNT PHASE 1 RETAINAGE	(26,470.53)
					660-6300-471.95-10	RAMSEY WATERLINE RPLCMNT PHASE 1	529,410.69
194635	2/24/2025	MILLER, LEROY	TRAVEL 1/29-31		001-1000-411.23-05	CITY COUNCIL MEMBER TRNG TRAVEL 1/29-31 TV25D1	69.60
194636	2/24/2025	MOTOROLA SOLUTIONS, INC.	8230491589	032417	001-2200-421.30-08	2025 SUA & SUS 1/1/25-12/31/25	25,909.72
194637	2/24/2025	MYERS & SONS HI-WAY SAFETY INC.	167814	032956	100-4900-431.89-54	TRAFFIC CONTROL SIGNS	673.18
194638	2/24/2025	OCHOA, MARLEN	EYEWEAR FY25		660-6300-471.25-10	EMPLOYEE EYEWEAR REIMB IBEW MOU OCHOA	76.15
					680-8000-454.25-09	EMPLOYEE EYEWEAR REIMB IBEW MOU OCHOA	32.63
194639	2/24/2025	ONESOURCE DISTRIBUTORS	S007349538.001		670-0000-131.00-00	ELECTRIC EQUIP.& HARDWARE PO NUM 033194	196,561.86
			S007656009.002		670-0000-131.00-00	INVENTORY PO NUM 033289	2,925.41
			S007724903.001		670-0000-131.00-00	INVENTORY PO NUM 033346	2,875.96
194640	2/24/2025	PARS	20250221		001-0000-204.25-00	PAYROLL SUMMARY	426.88
194641	2/24/2025	PARTS AUTHORITY	062-064576	032939	702-3800-480.38-52	PARTS #234	12.91
			091-348229	032939	702-3800-480.38-52	PARTS #234	12.91
			091-348245	032939	702-3800-480.38-52	WIPER BLADES	106.51
194642	2/24/2025	PINNACLE PETROMLEUM INC	0363505	033189	702-3800-480.36-11	87 REG UNLEADED FUEL	26,559.10
			0363506	033189	702-3800-480.36-11	DIESEL FUEL	3,979.68
194643	2/24/2025	PITSIKOS, AYDEE	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 81549-52582	413.86
194644	2/24/2025	PUBLIC AGENCY RETIREMENT SERVICES	57325		001-1900-412.33-11	PARS PLN ID#PH-ARS05A SVC PERIOD 12/31/2024	300.00
194645	2/24/2025	ROYCE, RICHARD	TRAVEL 1/29-31		001-1000-411.23-05	CITY COUNCIL MEMBER TRNG TRAVEL 1/29-31 TV25C9	96.60
194646	2/24/2025	RWC GROUP	XA301203681:01	032975	702-3800-480.38-52	WINDSHIELD #242	950.83
194647	2/24/2025	SATEC, INC	35259A	032779	670-7000-473.30-17	DATA IMPORT 2/1/25-1/31/26	83,070.97
194648	2/24/2025	SO CAL JOINT POLE COMMITTEE	22449		670-7000-473.27-11	OPERATING EXPENSES JANUARY 2025	1,148.63
194649	2/24/2025	SOFTWARE ONE, INC	US-PSI-1542503	032564	703-3700-480.30-17	BACKUP SIMPLE STANDARD JAN 2025	1,590.00
194650	2/24/2025	SOUTHERN CALIFORNIA EDISON	181920312FEB25		660-6300-471.26-04	WELL 11 01/11/25-02/10/25	283.12
			181978512FEB25		660-6300-471.26-04	WELL 9 01/11/25-02/10/25	2,891.28
			183041165FEB25		660-6300-471.26-04	WELL 10 01/11/25-02/10/25	114.65
			183084312FEB25		660-6300-471.26-04	WELL 12 01/11/25-02/10/25	417.98
			360580366FEB25		660-6300-471.26-04	DEL RITA BOOSTER STATION 01/11/25-02/10/25	94.25
194651	2/24/2025	STAPLES BUSINESS ADVANTAGE	6023053858	033267	670-7000-473.36-00	OFFICE SUPPLIES	112.52
			6023490092	033267	670-7000-473.36-00	OFFICE SUPPLIES	68.65
194652	2/24/2025	STATE WATER RESOURCES CONTROL	SW-0300154		100-4900-431.23-37	PERMIT FEE 7/1/24-6/30/25 FAC ID 7 33M1000210	10,920.00
194653	2/24/2025	TELEPACIFIC COMMUNICATIONS	184376679-0		705-4500-412.26-05	CENTRAL SVCS PHONE SVC FEB 2025	1,624.23
194654	2/24/2025	TOP-LINE INDUSTRIAL SUPPLY, LCC	473363	032923	702-3800-480.38-52	FILL-RITE 12V FUEL TRANSF	501.03
194655	2/24/2025	TROUP, ERNEST	TRUE UP FY25		670-7010-473.27-20	COMP SOLAR ELEC & NEM CR 90425-6082	263.56
194656	2/24/2025	TURBO DATA SYSTEMS INC	44883	032753	001-2200-421.23-45	CITATION PROCESSING JAN 2025	162.96
194657	2/24/2025	VACA, YVETTE	MEALS 2/9-12		001-2200-421.23-06	FIELD TRAINING COURSE MEALS 2/9-12 VACA	240.25
194658	2/24/2025	VACA, YVETTE	MEALS 2/4		001-2200-421.23-06	DUI CHECKPOINTS COURSE MEALS 2/4 VACA TV25F4	21.00
194659	2/24/2025	VESTIS SERVICES LLC	5880851779	033216	761-3110-480.25-02	UNIFORM-FSR	107.13

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194660	2/24/2025	VIRTUAL PROJECT MANAGER, LLC	12-4375	032629	100-4900-431.30-17	WEB BASED PRJCT MGMT SYST FEB 2025	200.00
					660-6300-471.30-17	WEB BASED PRJCT MGMT SYST FEB 2025	400.00
					680-8000-454.30-17	WEB BASED PRJCT MGMT SYST FEB 2025	300.00
					704-3200-412.30-17	WEB BASED PRJCT MGMT SYST FEB 2025	100.00
194661	2/24/2025	WALLACE, COLLEEN	TRAVEL 1/29-31		001-1000-411.23-05	CITY COUNCIL MEMBER TRNG TRAVEL 1/29-31 TV25C7	96.60
194662	2/24/2025	WASTE MANAGEMENT 0F THE IE	7967481-0149-3		670-7000-473.23-54	40YD SPECIAL WASTE 01/16/25-01/31/25	4,340.01
194663	2/24/2025	WHITE CAP LP	50030119328	033323	660-6300-471.45-16	TRENCH SHOVEL 3" HEAD	1,206.58
194664	2/24/2025	WILLDAN ENGINEERING	002-34077	030055	001-3000-442.33-11	PW PERMIT TECHNICIAN STARLING	210.04
					660-6300-471.33-11	PW PERMIT TECHNICIAN STARLING	209.98
					680-8000-454.33-11	PW PERMIT TECHNICIAN STARLING	209.98
194665	2/27/2025	WASTE MANAGEMENT OF THE IE	0616194-2371-0	033368	001-9600-453.90-56	BIG BELLY SMART MAX/SMART FEB 2025	13,035.27
194666	2/28/2025	ADVANCED WORKPLACE STRATEGIES INC	646098		001-1300-412.33-32	RANDOM DRUG/ALCOHOL SCRN	253.80
			CMAWSI646098		001-1300-412.33-32	NON DISA TEST ORG INV #646098	(58.95)
194667	2/28/2025	ALLEN, ROBERT	REF#2024174693		001-2400-351.35-14	REFUND OVERPMT 12/13/2024 INCIDENT 2024174693	400.00
194668	2/28/2025	AMAZON BUSINESS	161T-W7HV-C73Q	033045	705-4500-412.36-00	STORAGE BOXES	39.30
			176J-3H6T-LF16	032945	001-1400-412.36-00	CERTIFICATE FRAME	32.31
			1DDM-6HDR-K939	033121	001-4000-461.36-09	FIELD LAYOUT SYSTEM	251.06
			1F9L-XL33-PJVN	033121	001-4000-461.36-09	FOOTBALL INDICATOR SET	262.91
194669	2/28/2025	ANIXTER, INC	5817360-00		670-0000-131.00-00	INVENTORY PO NUM 033388	51,189.25
			5873364-00		670-0000-131.00-00	INVENTORY PO NUM 033229	109,258.16
			6081245-00		670-0000-131.00-00	INVENTORY PO NUM 033068	43,157.30
194670	2/28/2025	AT&T MOBILITY LLC	287332160021625		001-2200-421.26-05	MONTHLY SVC 01/09/25-02/08/25	1,207.20
			992351038021925		001-2200-421.26-05	MONTHLY SVC 01/12/25-02/11/25	2,030.10
194671	2/28/2025	ATBACKGROUNDS	4443		001-1300-412.33-11	BACKGROUND SCREENING DECEMBER 2024	216.00
			4502		001-1300-412.33-11	BACKGROUND SCREENING JANUARY 2025	274.93
194672	2/28/2025	ATWORK PERSONNEL SERVICES	308512	033146	001-2200-421.23-27	M BOND 02/09/25	285.13
			309260	033334	001-2740-442.23-27	INZUNZA 02/16/25	1,363.65
			309263	033263	761-3100-480.33-11	BURGER/SANCHEZ 02/16/25	2,090.31
			309264	033272	810-9700-490.90-59	PRIEST 02/16/25	1,525.39
194673	2/28/2025	BEAUMONT DO IT BEST HOME CENTER	553093	032918	810-9700-490.90-59	BATTERIES	38.77
			553105	033144	001-4000-461.30-02	SUPPLIES	40.36
			553227	032918	810-9700-490.90-59	RV DOOR HINGE	74.76
			553242	032918	810-9700-490.90-59	RIVET/DRILL SCREW	33.38
			553298	032918	810-9700-490.90-59	SEALANT	64.59
			553387	032918	810-9700-490.90-59	SUPPLIES	5.57
194674	2/28/2025	CABAZON WATER DISTRICT	DWR INVOICE 2		660-6300-471.42-51	DWR IRWM GRNT 4600015401 SUBGRANTEE PASS-THRU PYMT	23,667.61
194675	2/28/2025	CABAZON WATER DISTRICT	DWR RETENTION		660-6300-471.42-51	DWR IRWM GRNT 4600013806 RETENTION-CABAZON	107,827.05
194676	2/28/2025	CAMPA, ERIC	MEALS 3/3-14		001-2200-421.23-06	POST SUPERVISORY COURSE MEALS 3/3-14 CAMPA	252.00
194677	2/28/2025	CANON FINANCIAL SERVICES, INC	38807088	033119	001-2200-421.32-06	COPIER LEASE 2/10/25-3/9/25	332.16
194678	2/28/2025	CASTILLO, ASHLEY	MEALS 3/2-7		001-2200-421.23-06	CAPE 2025 SEMINAR MEALS 3/2-7 CASTILLO	274.50
194679	2/28/2025	CDW GOVERNMENT, LLC	AA9ZX7T	032268	001-1400-412.89-48	COMPUTER RAM-CITY CLERK	104.69
194680	2/28/2025	CELL BUSINESS EQUIPMENT (CBE)	IN2800439	032562	001-1300-412.30-17	COPIER MAINTENANCE 11/20/24-12/19/24	20.53
			IN2813941	033052	001-2200-421.32-06	COPY COUNT-RECORDS	280.28
194681	2/28/2025	CINTAS CORPORATION	4221047119	033161	001-3600-461.25-02	UNIFORM-PARKS	52.32
			4221047165	032937	610-5800-434.25-02	UNIFORM-TRANSIT	112.02
					610-5850-434.25-02	UNIFORM-DAR	7.84
			4221798981	032901	702-3800-480.25-02	UNIFORM-FLEET	64.84
			4221799124	033161	001-3600-461.25-02	UNIFORM-PARKS	52.32
			4221799136	032937	610-5800-434.25-02	UNIFORM-TRANSIT	112.02
					610-5850-434.25-02	UNIFORM-DAR	7.84
194682	2/28/2025	CLAUDE DAWSON AMES	01-24-0003-0703		700-5300-480.33-04	ARBITRATION NO. 01- 24-0003-0703	25,500.00
194683	2/28/2025	COUNSELING TEAM INTERNATIONAL, THE	INV101466		700-5040-480.23-07	PSYCHOLOGICAL ASSESSMENT	325.00
			INV101486		700-5040-480.23-07	PSYCHOLOGICAL ASSESSMENT	325.00
			INV101781		700-5040-480.23-07	EMPLOYEE SUPPORT SERVICES OCTOBER 2024	910.00
			INV102851		700-5040-480.23-07	EMPLOYEE SUPPORT SERVICES JANUARY 2025	910.00
			INV103238		700-5040-480.23-07	PSYCHOLOGICAL ASSESSMENT	325.00

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194683	2/28/2025	COUNSELING TEAM INTERNATIONAL, THE	INV103264		700-5040-480.23-07	EMPLOYEE SUPPORT SERVICES FEBRUARY 2025	910.00
194684	2/28/2025	DEUSENBERRY, DANIEL	MEALS 3/3-14		001-2200-421.23-06	POST SUPERVISORY COURSE MEALS 3/3-14 DEUSENBERRY	252.00
194685	2/28/2025	EFS WEST INC	250008	032650	610-0000-232.00-00	CNG FUELING STATION RETAINAGE	(17,791.00)
					610-5800-434.90-56	CNG FUELING STATION	355,820.00
194686	2/28/2025	EIDE BAILLY LLP	EI01809458	032333	705-4500-412.33-11	AUDIT OF FINANCIAL STATEM FY2024 AUDIT	75,850.00
194687	2/28/2025	ENGINEERING RESOURCES OF SO CA	61065	032552	660-6300-471.33-11	STAFF AUGMENTATION THRU 12/31/24	5,869.50
					680-8000-454.33-11	STAFF AUGMENTATION THRU 12/31/24	2,515.50
194688	2/28/2025	FLINT, AUSTIN	TRAVEL 2/18-20		001-1900-412.23-05	CSMFO ANNUAL CONF TRAVEL 2/18-20 FLINT	205.38
194689	2/28/2025	FRONTIER COMMUNICATIONS	9511970006FEB25		670-7000-473.26-07	FIBER OPTIC INTERNET 02/05/25-03/04/25	1,010.00
			9511970620FEB25		001-2200-421.26-05	FIBER OPTIC INTERNET 01/27/25-02/26/25	576.68
			9518496778FEB25		001-2200-421.26-05	951-849-6778 02/01/25-02/28/25	76.63
			9519220196FEB25		001-2200-421.26-05	951-922-0196 02/16/25-03/15/25	1,304.83
194690	2/28/2025	GAS COMPANY, THE	03292684002FB25		001-4000-461.26-06	COMMUNITY CENTER 01/16/25-02/14/25	148.16
			05192710001FB25		001-3600-461.26-06	PARKS & REC 01/16/25-02/14/25	22.18
			05602682006FB25		001-2400-422.26-06	172 N MURRAY ST 01/16/25-02/14/25	649.63
			09142474007FB25		001-4050-461.26-06	SENIOR CENTER 01/16/25-02/14/25	532.62
			15684815176FB25		705-4500-412.26-06	99 E RAMSEY 01/16/25-02/14/25	52.98
			16108344439FB25		001-4010-461.26-06	AQUATICS 01/16/25-02/14/25	30.05
194691	2/28/2025	GRANDE, PAUL & DELANA	91437-23414 AC		675-7020-473.42-35	RESIDENTIAL AC REBATE 91437-23414	2,000.00
194692	2/28/2025	INFOSEND, INC	281459	032788	761-3100-480.23-02	UB BILL SVC 02/21/25	0.72
					761-3100-480.23-04	UB BILL SVC 02/21/25	6.21
					761-3100-480.33-11	UB BILL SVC 02/21/25	1.15
194693	2/28/2025	KORFF, DAVID	96251-15314 AC		675-7020-473.42-35	RESIDENTIAL AC REBATE 96251-15314	1,800.00
194694	2/28/2025	LOZANO SMITH LLP	2236114		700-5300-480.33-04	LEGAL SVC 000001 DECEMBER 2024	175.50
			2236115		700-5300-480.33-04	LEGAL SVC 000003 DECEMBER 2024	1,213.00
			2236116		700-5300-480.33-04	LEGAL SVC 000004 DECEMBER 2024	1,085.00
			2238546		700-5300-480.33-04	LEGAL SVC 000003 JANUARY 2025	659.50
194695	2/28/2025	MC AVOY & MARKHAM	17237-4		670-0000-131.00-00	INVENTORY PO NUM 033275	12,723.31
			M-2754-1		670-0000-131.00-00	INVENTORY PO NUM 033391	2,447.52
194696	2/28/2025	MENDOZA, SAMUEL	MEALS 3/10-14		001-2200-421.23-06	GANG INVESTIGATIONS ICI MEALS 3/10-14 MENDOZA	412.25
194697	2/28/2025	MILSOFT UTILITY SOLUTIONS, INC	20250472	033231	761-3100-480.30-17	HOSTED TEXTING DEDICATED DEC 2024	3,045.37
194698	2/28/2025	MORGAN, MIKECOE	MEALS 3/3-5		001-2200-421.23-06	RADAR OPERATOR MEALS 3/3-5 MORGAN	70.00
194699	2/28/2025	MORGAN, MIKECOE	MEALS 3/6		001-2200-421.23-06	LIDAR OPERATOR MEALS 3/6 MORGAN	21.00
194700	2/28/2025	NEW GEN STRATEGIES AND SOLUTIONS	20682	033332	673-7000-473.33-11	COST OF SVC & RATE DESIGN THRU 2/15/25	8,075.00
194701	2/28/2025	OERTEL, ERICH	MEALS 3/3-14		001-2200-421.23-06	ICI HOMICIDE SCHOOL MEALS 3/3-14 OERTEL	824.50
194702	2/28/2025	OPENGOV, INC	INV18245	032478	705-4500-412.33-11	PROFESSIONAL SVCS DEP 10/30/24	10,750.00
194703	2/28/2025	PINNACLE PETROMLEUM INC	0360076	033189	702-3800-480.36-11	87 REG UNLEADED FUEL	22,709.08
194704	2/28/2025	SCA OF CA, LLC	158649PS	031802	100-4900-431.33-11	STREET SWEEPING-SEP 2024	11,559.00
194705	2/28/2025	STAPLES BUSINESS ADVANTAGE	6024139126	033055	001-3600-461.36-00	LINERS	205.21
			6024640514	033137	001-1900-412.36-00	TONER FOR CHECKS	320.48
194706	2/28/2025	SUPERION, LLC	430946	033219	705-4500-412.30-17	NAVILINE ANNUAL MAINT FEE 7/1/24-6/30/25 4OF4	26,807.14
194707	2/28/2025	TOLAR MANUFACTURING CO, INC	15547	033300	610-5800-434.90-15	ADA COMP OD PUSH BUTTON	23,350.95
194708	2/28/2025	USABLUEBOOK	INV00375250	032100	660-6300-471.45-16	LMI SOLUTION TANK ORG INV DATE 5/23/24	95.16
			INV00418070	032100	660-6300-471.45-16	LMI SOLUTION TANK 50GAL	465.48
			INV00536082	032100	660-6300-471.45-16	LMI SOLUTION TANK 35/50GA	15.09
			INV00536130	032100	660-6300-471.45-16	LMI SOLUTN TANK/FILL CAP	216.06
			INV00536226	032100	660-6300-471.45-16	LMI SOLUTN TANK 35/50GAL	82.97
			INV00536297	032100	660-6300-471.45-16	LMI SOLUTION TANK 50GAL	174.56
			INV00544409	032100	660-6300-471.45-16	LMI SOLUTION TANK 50GAL	87.28
			SCN135430	032100	660-6300-471.45-16	35/50GAL SOLUTION CREDIT	(113.14)
			SCN213750	032100	660-6300-471.45-16	CREDIT FOR LMI SOLUTN TNK	(15.09)
			SCN252251	032100	660-6300-471.45-16	CREDIT FOR LMI SOLUTN TNK	(303.33)
			SCN252302	032100	660-6300-471.45-16	CREDIT FOR LMI SOLUTN TNK	(82.97)
			SCN252303	032100	660-6300-471.45-16	CREDIT FOR LMI SOLUTN TNK	(174.56)
194709	2/28/2025	VCS ENVIRONMENTAL	24999	032000	673-7000-473.96-42	MSHCP/CEQA WILDFIRE MIT THRU 10/31/24	7,577.90
			25167	032000	673-7000-473.96-42	MSHCP/CEQA WILDFIRE MIT THRU 12/31/24	1,332.50

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194710	2/28/2025	VERIZON WIRELESS SERVICES, LLC	6105027229		001-1000-411.26-05	CITY COUNCIL CELL PHONE 1/2/25-2/1/25	205.78
					001-1000-411.89-48	CITY COUNCIL NEW PHONE S FLYNN	246.63
					001-1200-412.26-05	CITY MANAGER CELL PHONE 1/2/25-2/1/25	126.15
						OPPORTUNITY VILLAGE 1/2/25-2/1/25	232.87
					001-1210-412.26-05	ECONOMIC DEV CELL PHONE 1/2/25-2/1/25	41.28
					001-1220-412.26-05	PUBLIC INFORM CELL PHONE 1/2/25-2/1/25	41.57
					001-1230-412.26-05	GRANTS CELL PHONE 1/2/25-2/1/25	34.49
					001-1300-412.26-05	HR CELL PHONE 1/2/25-2/1/25	129.71
					001-1400-412.26-05	CITY CLERK CELL PHONE 1/2/25-2/1/25	67.95
					001-1900-412.26-05	FINANCE CELL PHONE 1/2/25-2/1/25	294.11
					001-1910-412.26-05	PURCHASING CELL PHONE 1/2/25-2/1/25	46.57
					001-2060-446.26-05	GOV ACCESS CELL PHONE 1/2/25-2/1/25	26.38
					001-2200-421.26-05	POLICE CELL PHONE 1/2/25-2/1/25	1,986.09
					001-2210-421.26-05	DISPATCH CELL PHONE 1/2/25-2/1/25	69.96
					001-2300-424.26-08	ANIMAL CONTROL CELL PHONE 1/2/25-2/1/25	46.57
					001-2300-424.89-48	ANIMAL CONTROL NEW PHONE N GRANT	81.14
					001-2740-442.26-05	CODE ENFORCE CELL PHONE 1/2/25-2/1/25	61.59
					001-2800-441.26-05	PLANNING CELL PHONE 1/2/25-2/1/25	474.99
					001-3000-442.26-05	ENGINEERING CELL PHONE 1/2/25-2/1/25	251.32
					001-3200-412.26-05	BUILDING MAINT CELL PHONE 1/2/25-2/1/25	83.14
					001-3600-461.26-05	PARKS CELL PHONE 1/2/25-2/1/25	117.32
					001-4000-461.26-05	RECREATION CELL PHONE 1/2/25-2/1/25	270.88
					001-4000-461.36-09	OEP GRANT CELL PHONE 1/2/25-2/1/25	41.57
					001-4050-461.26-05	SENIOR CENTER CELL PHONE 1/2/25-2/1/25	41.57
					100-4900-431.26-05	STREETS CELL PHONE 1/2/25-2/1/25	290.99
					610-5800-434.26-05	TRANSIT CELL PHONE 1/2/25-2/1/25	947.81
					610-5850-434.26-05	DIAL-A-RIDE CELL PHONE 1/2/25-2/1/25	193.73
					660-6300-471.26-05	WATER CELL PHONE 1/2/25-2/1/25	1,155.02
					660-6300-471.89-48	WATER DEPT NEW PHONE A GARCIA	89.22
					670-7000-473.26-05	ELECTRIC CELL PHONE 1/2/25-2/1/25	1,810.91
					680-8000-454.26-05	WASTEWATER CELL PHONE 1/2/25-2/1/25	92.25
					702-3800-480.26-05	FLEET CELL PHONE 1/2/25-2/1/25	74.82
					703-3700-480.26-05	INFO SERVICES CELL PHONE 1/2/25-2/1/25	186.28
					761-3100-480.26-05	UTILITY BILLING CELL PHON 1/2/25-2/1/25	46.57
					761-3110-480.26-05	METER SERVICES CELL PHONE 1/2/25-2/1/25	190.08
194711	2/28/2025	WILLDAN ENGINEERING	002-34076	030055	001-2700-442.33-11	PLAN REVIEW/INSPECTION JAN 2025	28,845.00
9008180	2/3/2025	CORPORATION SERVICE COMPANY	8345718-013025		001-1400-412.23-07	PROCESSING FEES (2) RIV CO RECORDER OFFICE	16.00
9008181	2/4/2025	CA. ST. PUBLIC EMPLOYEES	PPE 01/05/2025		001-0000-204.20-00	PERS ADJUST CORR ADJ-FONSECA	(58.54)
						PERS ADJUST CORR ADJ-PARQUE	(366.99)
						PERS ADJUST CORR ADJ-V AVILA	83.32
						PERS ADJUST OVER MAX-NAWAZ	1,242.59
						PERS ADJUST OVER MAX-R MUNOZ	3,436.76
						PERS ADJUST OVER MAX-VACA	1,483.77
						RETIREMENT BENEFITS PPE 01/05/25 PD 01/10/25	166,502.39
9008182	2/4/2025	QUADIENT POSTAGE FUNDING	STMT 01/24/2025		705-4500-412.23-03	ANNUAL FEE 10/24/2024 QUADIENT/HASLER	36.00
					705-4500-412.23-04	POSTAGE 01/16/2025 QUADIENT/HASLER	96.59
						POSTAGE 01/17/2025 QUADIENT/HASLER	1,000.00
						POSTAGE 12/05/2024 QUADIENT/HASLER	1,000.00
9008183	2/6/2025	WESTERN RIVERSIDE COUNTY	JUL24-DEC24		001-0000-223.24-00	MSHCP RESIDENTIAL AUG 2024	61,381.00
						MSHCP RESIDENTIAL DEC 2024	10,902.00
						MSHCP RESIDENTIAL JUL 2024	294,147.00
						MSHCP RESIDENTIAL NOV 2024	4,236.00
						MSHCP RESIDENTIAL OCT 2024	21,790.00
						MSHCP RESIDENTIAL SEP 2024	12,719.00
9008184	2/6/2025	CORPORATION SERVICE COMPANY	8345718-020425		001-1400-412.23-07	PROCESSING FEES (1) RIV CO RECORDER OFFICE	8.00
9008185	2/7/2025	CA. ST. PUBLIC EMPLOYEES	100000017800164		001-0000-204.31-00	ANTHEM BL CROSS FEBRUARY 2025	2,383.89

City of Banning
Warrant List Detail February 2025

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9008185	2/7/2025	CA. ST. PUBLIC EMPLOYEES	100000017800164		001-0000-204.31-00	BL SHIELD ACCESS FEBRUARY 2025	34,961.87
						BL SHIELD TRIO FEBRUARY 2025	76,615.93
						BL SHIELD TRIO FEBRUARY 2025 (RETRO)	33.42
						KAISER HMO FEBRUARY 2025	73,009.75
						KAISER HMO FEBRUARY 2025 (RETRO)	555.91
						PERS GOLD FEBRUARY 2025	13,369.51
						PERS PLATINUM FEBRUARY 2025	6,308.71
					001-1300-412.15-52	PA BILLING ER SHARE-RETIR FEBRUARY 2025	126.40
					001-1300-412.41-18	ADMIN FEE FOR ACTIVE FEBRUARY 2025	497.37
					001-1300-412.41-19	ADMIN FEE FOR RETIRED FEBRUARY 2025	25.06
			100000017800166		001-0000-204.31-00	BL SHIELD ACCESS FEBRUARY 2025	(2,154.05)
						BL SHIELD TRIO FEBRUARY 2025	1,919.09
						KAISER HMO FEBRUARY 2025	(1,853.04)
						PERS PLATINUM FEBRUARY 2025	1,263.73
					001-1300-412.41-18	ADMIN FEE FOR ACTIVE FEBRUARY 2025	(1.98)
9008186	2/7/2025	WELLS FARGO BANK	PPE 02/02/2025		001-0000-204.10-00	PAYROLL PPE 02/02/25 PD 02/07/25	620,881.73
9008187	2/10/2025	WELLS FARGO CARD SERVICES INC	WELLS ONE JAN25		001-0000-201.10-00	AMERICAN WATER WORKS ASSO SALES TAX	(10.77)
						MAGPUL INDUSTRIES CORP SALES TAX	(86.88)
						NAMETAGCOUNTRY.COM SALES TAX	(8.57)
						RILEIGHS OUTDOOR SALES TAX	(21.12)
						VH STORESMART SALES TAX	(7.32)
					001-1000-411.23-05	LOCC 4/23-25 TV25G9 FLYNN CITY LEADERS	650.00
						LOCC 4/23-25 TV25H1 WALLACE CITY LEADERS	650.00
						LOCC 4/23-25 TV25H2 MILLER CITY LEADERS	650.00
						LOCC 4/23-25 TV25H3 BARRINGTON CITY LEADERS	650.00
						LOCC 4/23-25 TV25H6 ROYCE CITY LEADERS	650.00
						LOCC FLYNN-RIV DIV MTNG	60.00
						LOCC MILLER-RIV DIV MTNG	60.00
						LOCC WALLACE-RIV DIV MTNG	60.00
					001-1000-411.36-00	NAMETAGCOUNTRY.COM NAMES TAGS CITY COUNCIL	73.14
					001-1200-412.23-03	APPLE.COM/BILL IPHONE STORAGE	0.99
						CANVA GRAPHICS SUBSCRIPTION	47.97
						PE SUBSCRIPTIONS PE SUBSCRIPTION	18.00
					001-1200-412.23-05	DISPUTE-YOTEL WASHINGTON CANCELLATION REFUND	(161.17)
						FRANCE MEDIA 2/4 SCHULZE IE REAL ESTATE	175.00
					001-1200-412.36-00	AMAZON MARK LOBBY DECORATIONS	326.36
					001-1210-412.23-05	CHAMBER CA 1/15 LOPEZ COB BREAKFAST	25.00
						CHAMBER CA 3/27 LOPEZ INSTALLATION DINNER	125.00
						FRANCE MEDIA 2/4 LOPEZ IE REAL ESTATE CONF	175.00
						ICSC-NY LOPEZ-ICSC REFUND	(195.00)
					001-1210-412.41-46	ANYPROMO.COM TAPE MEASURE (300)	427.91
					001-1300-412.23-01	CANVA DESIGN SERVICES	12.99
					001-1300-412.36-00	AMAZON.COM PRINTER TONER	121.64
					001-1400-412.23-01	TIMES MEDIA GROUP CRIA MEETING AD	200.00
					001-1400-412.23-03	IIMC PATTON MBSHP DUES	235.00
					001-1400-412.36-00	K2AWARDS LOGO GLASSES	148.71
						NAMETAGCOUNTRY.COM NAMES TAGS CITY CLERK	18.28
						WALGREENS CARDS-RWG LAW	7.52
					001-1900-412.23-03	GFOA REFUND-GFOA CERT	(530.00)
					001-1900-412.23-05	CALCPA SOCIETY CALCPA VIRTUAL ACCT FORUM	435.00
					001-1900-412.36-00	NAMETAGCOUNTRY.COM NAMES TAGS TREASURER	18.28
					001-1910-412.23-03	NATIONAL PROCUREMENT INST MASON-MBRSHP TO NPI	130.00
					001-1910-412.23-05	AMERICAN AIR 4/25-5/1 MASON ENGAGE 2025	565.37
						CAPPO 2/26 MUNOZ CAPPO TRNG	380.00
						CAPPO MUNOZ REG CAPPO CONF	595.00
						GAYLORD PALMS 4/25-5/1 MASON ENGAGE 2025	308.00

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9008187	2/10/2025	WELLS FARGO CARD SERVICES INC	WELLS ONE JAN25		001-1910-412.23-05	HYATT REGENCY 1/11-15 ALGIERS CAPPO CONF	1,054.47
						HYATT REGENCY 1/11-15 MUNOZ CAPPO CONF	1,049.80
						UBER 1/15 ALGIERS CAPPO CONF	40.58
					001-1910-412.36-00	HOBBY LOBBY RETURN-SUPPLIES	(18.34)
						NAMETAGCOUNTRY.COM NAME TAG MASON	23.97
					001-2060-446.23-03	YOUTUBEPREMIUM YOU TUBE SUBSCRIPTION	13.99
					001-2200-421.23-04	FEDEX LOERA BADGE	48.52
						FEDEX P&E FIREARM	111.98
					001-2200-421.23-05	PCI L749 RIV 1/9 LEAC-PARKING	6.00
					001-2200-421.23-06	ADVANCED OFFICERS 2/12 ARMAS DUI	300.00
						ADVANCED OFFICERS 2/12 LEAL DUI	300.00
						ADVANCED OFFICERS 2/12 RODRIGUEZ DUI	300.00
						ADVANCED OFFICERS 2/3-6 CAMPA TCI	362.00
						ART HOTEL 2/17-20 VACA MEDIA TRNG	579.48
						AYRES SUITES 1/14-15 CASTILLO EVIDENCE MGMT	142.15
						CORBIN 2/10-14 ANTONIO SRO TRNG	396.00
						DESMOND & LOUIS 2/18-20 VACA MEDIA TRNG	425.00
						DESMOND & LOUIS 2/20 VACA ADV COMM TRNG	475.00
						DUI CHECKPOINT PLA MUNOZ DUI CHCKPNT MGMT	159.00
						DUI CHECKPOINT PLA VACA DUI CHCKPNT MGMT	159.00
						HILTON GARDEN 1/12-15 S AVILA EXEC ASSIST TRNG	741.78
						HOTELCOM 4/7-9 VACA FTP SAC TRNG	471.12
						MARRIOTT DESERT SPRING 1/ VACA POST	1,858.30
						NICP INC 4/8-10 SMITH CPTED	425.00
						RIV CNTY GANG 3/18-20 PRESCOTT GANG CONF	240.00
						RVSD CLARK 1/30 AUER PSP	192.61
						RVSD CLARK 1/30 WALKER PSP	192.61
						RVSD CLARK 2/4 NOTTINGHAM PSP	290.46
						RVSD CLARK 3/31 WALKER USE OF FORCE	154.50
						SAFARILAND TRAINING 3/19 NIETO MUNITIONS INSTR	350.00
						SENTINELDEFENSELL 9/11-12 NIETO OPTICS INSTR	500.00
					001-2200-421.25-02	SINATRA UNIFORM INC UNIFORM-CAMPA	975.69
					001-2200-421.30-05	IN GEAR TECHNOLOGY #60 BMW STARTER	1,814.07
						PVP COMMUNICATIONS CAMPA RADIO ADAPTER	731.62
						SHELL OIL FLEET CAR WASHES	336.00
					001-2200-421.30-17	GPS VEHICLE TRACKING ANNUAL GPS TRACKING	998.00
					001-2200-421.36-00	PVP COMMUNICATIONS CAMPA EARBUD ADAPTOR	78.57
						VH STORESMART ZIP CASE-USB DRIVE (50)	119.38
						Z3 SAFETY FIRST AID CABINET SVC X3	285.00
					001-2200-421.36-01	MAGPUL INDUSTRIES CORP AR15 MAGAZINES	1,207.88
					001-2200-421.36-04	5.11 INC NON-SWORN UNIFORMS	3,367.67
						GALLS UNIFORMS-CANO	1,480.59
						PRISTINE UNIFORMS LLC UNIFORM-LEAL	252.29
						XENIA PACIFIC INC UNIFORM EMBROIDERY	624.95
					001-2200-421.36-62	VEOLIA ENVIRONMENTAL P&E SVCS	225.99
					001-2800-441.23-01	COLUMN PUBLIC NOTICE CD ORD 1607 PRE-ADOPT	206.11
						COLUMN PUBLIC NOTICE PLANNING COMMISSION PH	703.67
					001-3000-442.23-06	LOCC 3/19-21 SMITH PUBLIC WORKS INST	675.00
						LOCC 3/19-21 VELA PUBLIC WORKS INST	675.00
						PAYPAL NAWAZ REG PW VIRTUAL	175.00
						PAYPAL SMITH REG PW VIRTUAL TRNG	260.00
						PAYPAL VALENZUELA REG PW VIRTUAL	175.00
					001-4000-461.23-03	SPOTIFY MUSIC STREAMING	11.99
						WHEN I WORK INC SCHEDULING SOFTWARE	125.00
					001-4000-461.36-00	4IMPRINT INC TOTE BAG/SPORTS BALLS/ETC	3,233.86
					001-4000-461.36-11	PANERA BREAD 1/25 LIVING DESERT (56)	873.36

City of Banning
Warrant List Detail February 2025

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9008187	2/10/2025	WELLS FARGO CARD SERVICES INC	WELLS ONE JAN25		001-4000-461.36-11	SHELL OIL 1/25 FUEL-LIVING DESERT	20.00
					001-4000-461.42-32	NATHISTMUSEUMS 3/1 DEP-LA BREA TAR PITS	50.00
						THE LIVING DESERT 1/25 ADMISSION 1/2 PYMT	999.00
						THE LIVING DESERT 1/25 ADMISSION 2/2 PYMT	999.00
						THE LIVING DESERT 1/25 ADMISSION FEES	7.20
					001-4010-461.23-06	PAYPAL LIFEGUARD CLASS	295.00
						RENAISSANCE CLUB SPORT LIFEGUARD COURSE	275.00
					001-4020-461.36-09	DOMINOS DAY CAMP 1/3	48.74
					001-4050-461.36-00	BESTBUYCOM SENIOR CENTER TV	253.81
						DOLLAR TREE BINGO SUPPLIES	138.15
					001-9600-453.36-07	DONUT DE LITE 1/18 BULKY ITEM DAY	43.98
						JERSEY MIKES 1/18 BULKY ITEM DAY	497.60
						SMART AND FINAL 1/18 BULKY ITEM DAY	108.62
					100-4900-431.23-06	MORNING SEMINAR/APWA 4/16 TRAFFIC CONTROL TRAINING	180.00
					610-5800-434.36-00	HARBOR FREIGHT TOOLS PUSH CART-VAULTS	75.41
						STAPLES INC TRASH LINERS-BUS STOPS	83.52
					660-6300-471.23-02	AMERICAN WATER WORKS ASSO AWWA M36 MANUAL	170.38
					670-7000-473.23-03	IEEE PRODUCTS & SVCS IEEE MBRSHP DUES	229.00
					670-7000-473.30-02	GRAINGER WATER FOUNTAIN	2,082.78
					670-7000-473.36-00	SMART AND FINAL OFFICE SUPPLIES	75.44
					675-7020-473.33-11	PROJECT ENERGY SAVERS EDUCATIONAL SUPPLIES	958.99
					675-7020-473.36-00	FAST 5 XPRESS COB VEHICLE CAR WASH	39.99
					675-7020-473.41-46	H&E EQUIPMENT SAFETY LIGHTBOX	783.24
						RILEIGHS OUTDOOR LED LIGHT REPLACEMENT	293.60
					680-8000-454.23-05	CWEA-CORBS CORBS AWARD DINNER	200.00
					702-3800-480.30-06	FERNIE S RADIATOR & AUTO #52 RADIATOR REPAIR	60.00
					702-3800-480.36-00	COSTCO WHSE BREAKROOM COFFEE	19.99
					702-3800-480.36-14	AMSOIL CNG COMPRESSOR OIL	585.77
					702-3800-480.41-04	CTC-VIS CLEAN TRUCK CHECK PROGRAM	248.26
						CTC-VIS SVC CLEAN TRUCK CHECK FEE	7.42
					761-3100-480.23-05	GAYLORD PALMS 4/27-5/1 MASCORRO ENGAGE 2025	308.00
						SOUTHWEST 4/27-5/1 MASCORRO ENGAGE 2025	556.36
					761-3100-480.36-00	SMART AND FINAL COFFEE SUPPLIES	32.86
					810-9700-490.90-59	CONSUELO S OPV CLIENT MEALS	108.46
						DAYS INNS 1/17-20 OPV CLIENT DAVIS	360.00
						DAYS INNS 1/21 OPV CLIENT DAVIS	80.00
						DAYS INNS 1/22 OPV CLIENT DAVIS	91.84
						DAYS INNS 1/23 OPV CLIENT DAVIS	80.00
						DAYS INNS 1/24 OPV CLIENT DAVIS	90.00
						FAST 5 XPRESS OPV VEHICLE WASH	16.00
						HARBOR FREIGHT TOOLS OPV TOOLS & SUPPLIES	40.90
						JACK IN THE BOX OPV CLIENT MEALS	103.76
						KFC OPV CLIENT MEALS	17.22
						KOHLS OPV CLIENT CLOTHES	102.33
						LYFT RIDE 1/14 OPV CLIENT RIDE	12.49
						LYFT TIP 1/14 OPVCLIENT RIDE TIP	5.00
						MCDONALDS OPV CLIENT MEALS	49.96
						QUALITY INN OPV CLIENT ROOM	98.56
						QUALITY INNS 1/10-11 OPV CLIENT ABRAMS	121.51
						QUALITY INNS 12/27-28 OPV CLIENT TYSON & SON	126.00
						SOUTHWEST 1/4 OPV CLIENT ABRAMS	328.78
						WABA GRILL OPV CLIENT MEALS	35.94
						WAL-MART OPV CLIENT DAVIS	153.88
						YOSHINOYA OPV CLIENT MEALS	24.31
					810-9700-490.90-60	WAYFAIR FURNITURE-467 E HOFFER	7,078.92
9008188	2/10/2025	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 02/02/2025		001-0000-204.12-00	STATE INCOME TAX PPE 02/02/25 PD 02/07/25	47,051.30

City of Banning
Warrant List Detail February 2025

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9008189	2/10/2025	EMPOWER ANNUITY INSURANCE COMPANY	PPE 02/02/2025		001-0000-204.16-00	457 LOAN PAYMENTS PPE 02/02/25 PD 02/07/25	11,226.04
						457 PRE TAX CONTRIBUTIONS PPE 02/02/25 PD 02/07/25	32,025.12
						457 ROTH CONTRIBUTIONS PPE 02/02/25 PD 02/07/25	1,437.23
9008190	2/10/2025	INTERNAL REVENUE SERVICE	PPE 02/02/2025		001-0000-204.11-00	FEDERAL INCOME TAX PPE 02/02/25 PD 02/07/25	100,451.57
					001-0000-204.13-00	FICA MEDICARE/REGULAR PPE 02/02/25 PD 02/07/25	149,475.56
9008191	2/11/2025	WELLS FARGO BANK	PPE 02/02/2025		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 02/02/25 PD 02/07/25	300.00
9008192	2/11/2025	TASC	PPE 02/02/2025		001-0000-204.80-15	TASC NESP PPE 02/02/25 PD 02/07/25	546.91
9008193	2/12/2025	CORPORATION SERVICE COMPANY	8345718-021025		001-2740-442.23-07	RELEASE OF LIEN APN 537-041-006	8.00
9008194	2/14/2025	CA. ST. PUBLIC EMPLOYEES	100000017807685		001-1900-412.33-11	SSA 218 - ANNUAL FEE SOCIAL SECURITY	270.00
9008195	2/18/2025	QUADIENT LEASING USA, INC	17643535	033302	705-4500-412.30-06	POSTAGE MACHINE SUPPLIES CERTIFIED MAIL ENVELOPES	805.59
9008196	2/18/2025	WINDSTREAM SERVICES, LLC	76852751		001-2200-421.26-05	PHONE SVCS-125 E RAMSEY 12/27/24-01/26/25	1,116.78
9008197	2/18/2025	WINDSTREAM SERVICES, LLC	76851362		705-4500-412.26-05	PHONE SVCS-99 E RAMSEY 12/27/24-01/26/25	5,356.43
9008198	2/18/2025	WINDSTREAM SERVICES, LLC	76851801		705-4500-412.26-05	PHONE SVCS-176 E LINCOLN 12/27/24-01/26/25	1,116.26
9008199	2/19/2025	CA. ST. PUBLIC EMPLOYEES	PPE 01/19/2025		001-0000-204.20-00	PERS ADJUST CORR ADJ-VACA	(29.08)
						PERS ADJUST OVER MAX-VACA	(114.74)
						RETIREMENT BENEFITS PPE 01/19/25 PD 01/24/25	170,593.05
9008200	2/19/2025	CALIFORNIA, STATE OF	L1342904016		700-5030-480.40-03	STATE UNEMPLOYMENT INS QTR END DEC 2024	19,805.00
9008201	2/20/2025	AMERICAN FIDELITY ASSURANCE	2515276C		001-0000-204.80-04	HEALTH FSA 01/01/25-01/15/25	3,539.10
					001-0000-204.80-05	DEPENDENT CARE 01/01/25-01/15/25	789.99
			2515277B		001-0000-204.80-04	HEALTH FSA 01/16/25-01/31/25	3,539.10
					001-0000-204.80-05	DEPENDENT CARE 01/16/25-01/31/25	789.99
9008202	2/21/2025	WELLS FARGO BANK	PPE 02/16/2025		001-0000-204.10-00	PAYROLL PPE 02/16/25 PD 02/21/25	619,626.51
9008203	2/21/2025	CORPORATION SERVICE COMPANY	8345718-021925		001-2740-442.23-07	RELEASE OF LIENS APN 532-160-009	28.00
9008204	2/24/2025	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 02/16/2025		001-0000-204.12-00	STATE INCOME TAX PPE 02/16/25 PD 02/21/25	47,479.00
9008205	2/24/2025	INTERNAL REVENUE SERVICE	PPE 02/16/2025		001-0000-204.11-00	FEDERAL INCOME TAX PPE 02/16/25 PD 02/21/25	99,697.41
					001-0000-204.13-00	FICA MEDICARE/REGULAR PPE 02/16/25 PD 02/21/25	149,265.90
9008206	2/25/2025	WELLS FARGO BANK	PPE 02/16/2025		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 02/16/25 PD 02/21/25	300.00
9008207	2/25/2025	EMPOWER ANNUITY INSURANCE COMPANY	PPE 02/16/2025		001-0000-204.16-00	457 LOAN PAYMENTS PPE 02/16/25 PD 02/21/25	11,634.25
						457 PRE TAX CONTRIBUTIONS PPE 02/16/25 PD 02/21/25	32,476.39
						457 ROTH CONTRIBUTIONS PPE 02/16/25 PD 02/21/25	1,437.23
9008208	2/25/2025	TASC	PPE 02/16/2025		001-0000-204.80-15	TASC NESP PPE 02/16/25 PD 02/21/25	546.91
9008209	2/28/2025	CA. ST. PUBLIC EMPLOYEES	PPE 02/02/2025		001-0000-204.20-00	PERS ADJUST CORR ADJ-PARQUE	366.99
						RETIREMENT BENEFITS PPE 02/02/25 PD 02/07/25	172,593.55
Grand Total							**7,970,802.40**

Less Voided / Reissued Checks from Prior Period	-
Less Voided Checks Prior Period	-
Add Payroll Checks	**4,336.51**
Total Remittance for Month	**7,975,138.91**

Voided Checks

February 2025

Issue Date (Original)	Check (Original)	Vendor #	Reason	Void Amount	Issue Date (Reissue)	Check (Reissue)	Vendor #	Reissued Amount
2/6/2025	194507	6980	VENDOR NAME CHANGE	$ 263.56	2/24/2025	194655	6980	$ 263.56
2/6/2025	194482	8931	VENDOR NAME CHANGE	$ 413.86	2/24/2025	194643	8931	$ 413.86
TOTALS				**$677.42**				**$677.42**

Payroll

February 2025

Start	End	Date	Description		Check Total
13793	13803	2/7/2025	Warrant Register	$	2,528.23
13804	13813	2/21/2025	Warrant Register	$	1,808.28
TOTALS				**$**	**4,336.51**
	CHECKS USED	**21**			

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13793	.00
	CALIF. STATE DISBURSEMENT UNIT		13794	427.38
	FRANCHISE TAX BOARD		13795	50.00
	TEXAS CHILD SUPPORT SDU		13796	550.62
	FRANCHISE TAX BOARD		13797	125.00
	CALIF. STATE DISBURSEMENT UNIT		13798	241.15
4000-461	SCARRY, COLE	7674	13799	690.36
4010-461	FLOYD, ANTHONY P	2394	13800	88.49
	CALIF. STATE DISBURSEMENT UNIT		13801	255.23
	FRANCHISE TAX BOARD		13802	50.00
	FRANCHISE TAX BOARD		13803	50.00
	Total Checks -		11	2,528.23

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13804	.00
	CALIF. STATE DISBURSEMENT UNIT		13805	427.38
	FRANCHISE TAX BOARD		13806	50.00
	TEXAS CHILD SUPPORT SDU		13807	550.62
	FRANCHISE TAX BOARD		13808	125.00
	CALIF. STATE DISBURSEMENT UNIT		13809	241.15
4010-461	FLOYD, ANTHONY P	2394	13810	88.49
	CALIF. STATE DISBURSEMENT UNIT		13811	255.23
	FRANCHISE TAX BOARD		13812	20.41
	FRANCHISE TAX BOARD		13813	50.00
	Total Checks -		10	1,808.28

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Nicole Jews, Human Resources Manager** **Robert Fisher, Interim City Manager**
MEETING DATE:	**April 22, 2025**
SUBJECT:	**Consideration to Adopt an Amendment to Administrative Policy (AP) No. B-35 – Grant Management/Administration**

RECOMMENDATION:

Adopt Amendment to Administrative Policy (AP) No. B-35 – Grant Management/Administration

BACKGROUND:

The Administrative Policies provide a guide for the administrative operation of the City. These policies are regulatory in nature and adopted by the City Council. From time to time, it is necessary to amend the City's Administrative Policies to maintain a current plan that reflects new and amended regulations/laws, organizational structure, and department needs.

JUSTIFICATION:

Approve requested amendment to the Grant Management/Administration policy.

FISCAL IMPACT:
None

ALTERNATIVES:

Do not adopt Resolution 2025-47 and provide alternative direction to staff.

BUDGETED?:
Yes

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. B-25 Grant Management_rev 03-04-2025 # 1.docx
2. B-25 Grant Management_Administration.pdf

<table>
<tr><td colspan="2" rowspan="3">City of Banning
Grant Management / Administration</td><td>Policy No:
B-25</td></tr>
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Administrative Services</td></tr>
<tr><td>Reference:
Administrative Policy</td></tr>
<tr><td>SUPERSEDES:
3/2015</td><td>EFFECTIVE DATE: 4/22/2025</td><td>PAGE
1 of 7</td></tr>
<tr><td colspan="3">REFERENCE:
Approved By Resolution No. 2025-XX on April 22, 2025</td></tr>
</table>

Attached is Grant Management / Administration Policy

City of Banning
Grant Management / Administration

Effective Date: 5/2025
Review Date: 4/2025
Prepared by: Office of the City Manager

PURPOSE:

The City of Banning recognizes that grant funding provides significant resources to enhance the City's ability to provide and activities that are not otherwise available. The City will seek grant funding for activities that are determined to further City functions or that provide activities which are in the best interest of City residents. The City will examine the benefits of grant funding prior to application and decline funding determined not to meet the above criteria. The purpose of this policy is to:

- Provide procedures related to the requirements for application and contracts for Federal/State grants; and
- Ensure that City departments are accountable for proper grant documentation, administration and activities.

Policy:

Grant Contract/Requirements for Approval

Prior to acceptance of any funding or expenditure of funds on any grant activity, a written contract is required. A resolution and approval by the City Council is required before a grant award can be accepted by the City.

Grant Application

Timely grant application/submission to agencies is the responsibility of the department/division. If a grant requires matching City funds, in any amount, or if the grant application requires the approval of the City Council, all grant applications must be submitted to the City Council for consideration and approval to prior to submittal to the funding agency.

Compliance with Grant Requirements

The City department/division is responsible for compliance with all aspects of grant requirements (terms), including monitoring to ensure that:

- Grant activities/projects are properly accomplished;
- Grant accounting/recording is accurate

- Performance reports are complete and submitted according to the terms of the grant; and
- Requests for reimbursement (drawdown) are accurate and submitted on schedule (or as soon as possible after completion of related grant activities).
- Sub-recipients are in compliance with OMB circular A-133 regulations and provisions of the grant program requirements per city policies and procedures.

Maintenance and Monitoring of Grants Files

The official grant file including a copy of the signed contract and all documents associated with the grant, including but not limited to the contract and amendments, application, activity reports, request for reimbursement, fiscal reports, and other correspondence will be professionally maintained by the initiating department/division.

Grant monitoring is a critical management tool to determine whether departments/grantees have implemented the funded program, achieved the outlined objectives, and properly expended funds. Active grant files are subject to review by the Administrative Services Division, without prior notification to the appropriate department/division.

Grant Revenues/Expenditures

The City Council must authorize acceptance of grant funds, approve matching funds, and authorize the City Manager (or designee) to execute all necessary documents. The Finance Department upon direction from the City Council is responsible for increasing revenues and increasing an appropriation of the same amount to the proper accounts.

All grant revenues will be deposited to revenue accounts specific to the grant and grant year. The Finance Department will create and maintain grant identification specific to each grant and provide tracking of activity (revenue, expenses, and accruals).

For reimbursement-based, multi-year grants, both revenues and expenditures are budgeted in the year during which the grant activity will be performed. Reimbursements for grant activities performed in one fiscal year and not actually received until the next fiscal year will be accrued.

The department/division and the Finance Department are responsible for ensuring that grant revenues are deposited into the proper revenue accounts immediately upon receipt. The department/division is responsible for monitoring and ensuring that grant expenses are recorded in the proper expenditure accounts.

Matching Funds

Funds provided for match may come from existing program funds, however, overall budget/fund allocations, for the stated program purpose, cannot be reduced below the

original allocation amount as a result of receiving the grant funding. Matching funds be obligated by the end of the grant period.

Procurement

When goods or services must be procured in order to accomplish the goals of the grant program, City procurement policies and procedures will be followed.

Grant Reimbursement Procedures

Grant and contact billings will be prepared monthly or as needed. Project managers will review project expense detail, noting all eligible project costs based on grant requirements. Identified costs will be forwarded by the Project Manager to the Principal Analyst for verification and preparation of the appropriate documents (i.e., invoices and related backup, contracts) along with a summary listing of all identified eligible expenses.

The principal Analyst will deliver the entire billing package to the Sr. Accountant in the Finance Department. The Sr. Accountant will verify the mathematical accuracy of the summary listing and that all listed items are supported with backup documentation. The Sr. Accountant will prepare the actual grant reimbursement billing and forward the entire reimbursement request package to the Deputy Finance Director for final review and signoff. The Deputy Finance Director will verify that all appropriate signatures are present on the summary listing, perform a review of the underlying documentation, and sign off on the reimbursement request package. The package will be returned to the Sr. Accountant for mailing or electronic submittal to the appropriate federal or state granting agency.

Close Out

Official close out of a grant should occur when the awarding agency determines that the City (grantee) has completed all applicable administrative actions and work required under the grant. Grants should be closed out when the grant has expired (reached the end date) and all open administrative, compliance, legal and audit issues have been resolved. A federal awarding agency may choose to close a grant administratively if the grantee fails to provide the required documents, is no longer a valid operating entity, is non-responsive or fails to cooperate. Within 90 days after the end date of the award or any approved extension (revised end date), the department grant administrator must submit the required close-out documents (final progress/financial report) to the grantor (funding agency). Prior to submission of these documents, the department grant administrator should request final payment for reimbursement of expenditures made within the approved period in conjunction with the final financial status report.

The grant recipient (department/division) must promptly refund any balances of unobligated cash that the grantor has advanced or paid and that is not authorized to be retained by the recipient for use in other projects. If award funds must be returned to the grantor at award close-out, the department grant administrator shall remit a check (via

the Finance Department) with cover letter indicating the grant award number and the unobligated balance.

Retention and Maintenance of Records

In accordance with the requirements set forth in the Federal Office of Management & Budget (OMB) administrative requirements circulars, all financial records, supporting documents, statistical records and all records pertinent to the award shall be retained by the department/division for at least three (3) from the date of submission of the final expenditure report. Retention is required for purposes of State/Federal examination and audit.

PROCEDURE:

Responsibility	Action

Dept/Division

- ☐ Identify and seek grant funding to further City Services/activities.
- ☐ Prepare grant application.
- ☐ If grant application includes matching funds, request approval from City Council prior to submission to funding agency.
- ☐ Acquire grant signature authorization(s).
- ☐ Submit grant application to funding agency.
- ☐ Acquire written contract from funding agency.
- ☐ Upon award of grant, request approval from City Council.
- ☐ Monitor and comply fully with grant requirements (terms).
- ☐ Maintain comprehensive files for each awarded grant.
- ☐ Follow City procurement policies to accomplish goals of grant program/project.
- ☐ Monitor revenue/expenditures monthly to ensure accuracy of financial transactions.
- ☐ Prepare grant status report(s) for City management upon request.
- ☐ Ensure timely close out of grant (within 90-days after end date of award).
- ☐ Return unobligated funds (if applicable) to funding agency.
- ☐ Retain files/records per retention policy.

City Manager (or Designee)

- ☐ Complete grant signature authorization form.

City Council

- ☐ Approve/deny requesting grant matching funds.
- ☐ Approve acceptance of grant funds.
- ☐ Authorize the City Manager (or designee) to execute all necessary documents.
- ☐ Direct Finance/Accounting Division to increase revenues and increase appropriation of expenses to proper general ledger accounts.

Finance/Accounting

- ☐ Upon approval by City Council, increase revenues and increase appropriation of expenses to proper financial system accounts.
- ☐ Create unique grant identification for tracking grant activity (revenues, expenditures, accruals).
- ☐ Assist department grant administrator in preparation/submission of draw downs, financial performance reports, close out, etc.
- ☐ Prepare annual Single Audit report for external auditors.

CITY OF BANNING ADMINISTRATIVE POLICY		
Subject: Grant Management/Administration		Policy No. **B-25**
Reference:	**Effective: 3/2015** **Review Date: 7/2018**	Page No. 1 of 4

Attached is Grant Management/Administration Policy

City of Banning

Grant Management/Administration

Effective Date: 3/2015
Review Date: 7/2018
Prepared by: Administrative Services

Approved: _____ Department
_____ City Manager

PURPOSE:

The City of Banning recognizes that grant funding provides significant resources to enhance the City's ability to provide services and activities not otherwise available. The City will seek grant funding for activities that are determined to further City functions or that provide activities which are in the best interest of City residents. The City will examine the benefits of grant funding prior to application and decline funding determined not to meet the above criteria. The purpose of this policy is to:

- Provide procedures related to the requirements for application and contracts for Federal/State grants; and
- Ensure that City departments are accountable for proper grant documentation, administration and activities.

POLICY:

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Compliance with Grant Requirements

The City department/division is responsible for compliance with all aspects of grant requirements (terms), including monitoring to ensure that:

- grant activities/projects are properly accomplished;
- grant accounting/recording is accurate;
- performance reports are complete and submitted per terms of the grant; and
- request for reimbursement (drawdown) are accurate and submitted on schedule (or as soon as possible after completion of related grant activities).
- Sub-recipients are in compliance with OMB circular A-133 regulations and provisions of the grant program requirements per city policies and procedures.

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The official grant file including a copy of the signed contract and all documents associated with the grant, including but not limited to the contract and amendments, application, activity reports, request for reimbursement, fiscal reports, and other correspondence will be professionally maintained by the initiating department/division.

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summary listing, perform a review of the underlying documentation, and sign off on the reimbursement request package. The package will be returned to the Sr. Accountant for mailing or electronic submittal to the appropriate federal or state granting agency.

Close Out

Official close out of a grant should occur when the awarding agency determines that the City (grantee) has completed all applicable administrative actions and work required under the grant. Grants should be closed out when the grant has expired (reached the end date) and all open administrative, compliance, legal and audit issues have been resolved. A federal awarding agency may choose to close a grant administratively if the grantee fails to provide the required documents, is no longer a valid operating entity, is non-responsive or fails to cooperate. Within 90 days after the end date of the award or any approved extension (revised end date), the department grant administrator must submit the required close-out documents (final progress/financial report) to the grantor (funding agency). Prior to submission of these documents, the department grant administrator should request final payment for reimbursement of expenditures made within the approved period in conjunction with the final financial status report.

The grant recipient (department/division) must promptly refund any balances of unobligated cash that the grantor has advanced or paid and that is not authorized to be retained by the recipient for use in other projects. If award funds must be returned to the grantor at award close-out, the department grant administrator should remit a check (via the Finance Department) with a cover letter indicating the grant award number and the unobligated balance.

Retention and Maintenance of Records

In accordance with the requirements set forth in the Federal Office of Management & Budget (OMB) administrative requirements circulars, all financial records, supporting documents, statistical records and all records pertinent to the award shall be retained by the department/division for at least three (3) years from the date of submission of the final expenditure report. Retention is required for purposes of State/Federal examination and audit.

PROCEDURE:

Responsibility	Action
Dept/Division	❑ Identify and seek grant funding to further City services/activities. ❑ Prepare grant application. ❑ If grant application includes matching funds, request approval from City Council prior to submission to funding agency. ❑ Acquire grant signature authorization(s). ❑ Submit grant application to funding agency. ❑ Acquire written contract from funding agency. ❑ Upon award of grant, request approval from City Council. ❑ Monitor and comply fully with grant requirements (terms). ❑ Maintain comprehensive files for each awarded grant. ❑ Follow City procurement policies to accomplish goals of grant program/project. ❑ Monitor revenue/expenditures monthly to ensure accuracy of financial transactions. ❑ Prepare grant status report(s) for City management upon request. ❑ Ensure timely close out of grant (within 90-days after end date of award). ❑ Return unobligated funds (if applicable) to funding agency. ❑ Retain files/records per retention policy.
City Manager (or designee)	❑ Complete grant signature authorization form.
City Council	❑ Approve/deny requesting grant matching funds. ❑ Approve acceptance of grant funds. ❑ Authorize the City Manager (or designee) to execute all necessary documents. ❑ Direct Finance/Accounting Division to increase revenues and increase appropriation of expenses to proper general ledger accounts.
Finance/Accounting	❑ Upon approval by City Council, increase revenues and increase appropriation of expenses to proper financial system accounts. ❑ Create unique grant identification for tracking grant activity (revenues, expenditures, accruals). ❑ Assist department grant administrator in preparation/submission of draw downs, financial performance reports, close out, etc. ❑ Prepare annual Single Audit report for external auditors.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**April 22, 2025**
SUBJECT:	**Consideration of Resolution 2025-48, Authorizing staff to Sign the Subdivision Improvement Agreement and Accept Faithful Performance and Labor Bonds for Public Improvements for Storm Drain Improvements within Final Maps 37389, -1, -4, -5, -6**

RECOMMENDATION:

Adopt Resolution 2025-48

BACKGROUND:

City Council took actions to approve the Final Maps related to Tentative Map 37389 in the Atwell project in previous actions, detailed below:

- Tentative Map 37389 Approval - Resolution 2021-59 on June 22, 2021
- Final Maps 37389-1, 37389-2, 37389-3 & 37389-5 - Resolution 2022-122 on September 23, 2022
- Final Maps 37389-4, 37389-6, 37389 - Resolution 2025-027 on February 25, 2025

These Final Maps have all been recorded with the County of Riverside, and the subdivision actions have been completed. At the time that Resolution 2025-027 was brought to City Council, the affiliated storm drain improvement plans within Final Maps 37389, 37389-1, 37389-4, 37389-5, and 37389-6 were not completed. The improvement plans have since been approved, cost estimates approved, and Faithful Performance Bonds and Labor and Material Bonds as required in the Subdivision Improvement Agreement have been submitted. The developer is currently constructing the facilities included with these plan sets and secured with the required bonds.

JUSTIFICATION:

The storm drain improvement plans and affiliated cost estimates have been reviewed by Public Works Department staff and deemed complete and ready for execution of the Subdivision Improvement Agreement and acceptance of the required bonds.

FISCAL IMPACT:

None

ALTERNATIVES:

Do not adopt Resolution 2025-48 and provide staff with additional direction.

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Reso 2025-048.pdf
2. Reso 2025-XXX Exhibit A.pdf
3. Att. 1 - TR 37389 Storm Drain Performance Bond.pdf
4. Att. 2 - TR 37389 Storm Drain Labor Bond.pdf

RESOLUTION 2025-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING STAFF TO SIGN THE SUBDIVISION IMPROVEMENT AGREEMENT AND ACCEPTING THE PERFORMANCE AND LABOR AND MATERIAL BONDS FOR PUBLIC IMPROVMENTS

WHEREAS, Tentative Tract Map (TTM) No. 37388 was approved by City Council on January 10, 2023. The proposed map implements the Atwell Specific Plan (also known as the Butterfield Specific Plan; "Specific Plan") originally approved by the City Council in March of 2012, with minor modifications approved in 2017 and provides for the development as allowed by the Specific Plan; and

WHEREAS, Final Tract Map (FM) No. 37389, 37389-1, 37389-2, 37389-3, 37389-4, 37386-5, and 37389-6 have been previously approved by City Council and subsequently recorded with the County of Riverside; and

WHEREAS, The property owner has signed a Subdivision Agreement and has submitted bonds to assure that the required storm drain improvements are constructed; and

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

SECTION 1. The City Council approves the execution of the Subdivision Improvement Agreement to be signed by the Mayor which is hereby attached as Exhibit "A" and made part of this resolution.

SECTION 2. The City Council accepts the performance and labor and material bonds and authorize staff to sign the final maps

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 22nd day of April 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

_____

John Pinkney, City Attorney

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-048, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of April 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Acting Administrative City Clerk
City of Banning, California

EXHIBIT A

Subdivision Improvement Agreement for Final Tract Map 37389, 37389-1, 37389-4, 37389-5, 37389-6 Storm Drain Improvements

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

* * * * * * SUBDIVISION REFERENCE DATA * * * * * *

[X] FINAL TRACT MAP NO. 37389-1, 37389-4, 37389-5, 37389-6 & 37389-F ("Final Map" herein)

[ ] PARCEL MAP NO. _____("Parcel Map" herein)

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein): ATWELL – Phase 2A-2

NAME AND ADDRESS OF SUBDIVIDER(S): TRI POINTE HOMES, IE-SD
1250 CORONA POINTE CT, #600

CORONA, CA 92879

CITY COUNCIL RESOLUTION OF APPROVAL NO. _____ ("Resolution of Approval" herein)

DATE(S) THAT IMPROVEMENT PLANS WERE APPROVED BY THE CITY ENGINEER: see below

IMPROVEMENT/PLAN NO.: Storm Drain Plan

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$4,159,425.80
GRADING	$_____
MONUMENTATION	$_____
TOTAL:	$4,159,425.80

FORM OF IMPROVEMENT SECURITY:

[ ] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

The Continental Insurance Company
(Name of Corporate Entity)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

30240656

EFFECTIVE DATE OF AGREEMENT:

_____
(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract _____ ~~(including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street~~, shall be completed within two years from the Effective Date of the Agreement. _____ ~~Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____ and ____ of Tract _____.~~

* *

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Banning, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations as such ordinances and regulations are vested under the development agreement recorded in the official records of the County of Riverside on July 17, 2012 as Document No. 2012-0332888 ("Development Agreement") relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements as vested under the Development Agreement and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with applicable City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, except as otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, all public improvement work required by the City as set forth on the Improvement Plans (as defined below) for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City. In any conflict between the terms in this Agreement and the Development Agreement, the Development Agreement shall be the controlling document.

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference.

Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "**Improvement**" and collectively as the "**Improvements**".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, conditions of approval of the Tentative Map, and all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation described on the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the reasonable, documented cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. If the Subdivider is unable to acquire such rights-of-way, easements and other interests in real property by negotiation, then Subdivider shall, within 120 days of Final Map approval, enter into a condemnation agreement with City pursuant to Government Code Section 66462.5, by which the City will commence the process for the acquisition of the rights-of-way, easements or other real property.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein,

"monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall , at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed by Subdivider under this Agreement during or after the Completion Period. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the applicable portion of the Improvements until the latter of the following time periods: (i) the Improvements or applicable portion thereof is accepted in writing by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time requiring the care, repair and maintenance of the applicable Improvement specified in the Development Agreement (not including the term of any Development Agreement). Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements and that may result from the construction of the Improvements prior to their completion and written acceptance by the City

G. In addition to, and separate from: (1) the indemnity obligations contained in Section 7 of this Agreement, (2) the care, repair and maintenance provisions under paragraph E of this Section 1 of this Agreement; and (3) the warranty and guarantee provisions of Section 3 of this Agreement, Subdivider shall repair and correct, or be liable to the City for any cost to repair and correct, any defect in the construction of the Improvements that is identified by City within in accordance with general construction defect law ten (10) years after City's acceptance of the Improvement, provided the City provides written notice to Subdivider of the existence of the defect within that the time period under law, and the defect is caused directly or indirectly by the design, construction, functionality, installation, assembly or workmanship of Subdivider. Nothing contained in this paragraph is intended to limit or otherwise waive any right or cause of action under applicable construction defect law that City may assert against Subdivider.

H. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all applicable fees required by City ordinance or resolution and all taxes required by law.

I. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

J. SUBDIVIDER shall pay all applicable City fees and costs stipulated in the latest fee resolution as adopted by the City Council from time to time as required for the development of the SUBDIVISION including but not limited to the following:

1. Building Permit Fees --- to be paid at the time of building permit issuance;

2. Final Map Plan Check Fees --- to be paid at time of submittal of final map for plan check and resubmittal of revised final map for plan check;

3. Final Map Moratorium Fees --- to be paid from cash deposit established at time of filing final map;

4. Plan Check and Review Fees --- to be paid from cash deposit established at time of filing improvement plans for plan check;

5. Encroachment Permit Fees --- to be paid at time of application for encroachment permit;

6. Inspection Fees --- to be paid from cash deposit established at time of construction permit issuance; and

7. Grading Permit Fee --- to be paid from cash deposit established at time of grading permit issuance.

K. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval, and shall provide electronic image files of those final Record Drawings consistent with electronic image file size and type specifications of the City prior to the acceptance of improvements and release of bonds or other security.

2. <u>INSPECTION OF WORK AND FINAL ACCEPTANCE</u>

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be

submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

C. Acceptance of all or any specified category of the Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. Acceptance by the City or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the applicable Improvements specified in Schedule A, any Improvements or part of any Improvements specified in Section A furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement by Subdivider, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer in writing. As used herein, "good cause" may include, without limitation, delay resulting from, arising out of or relating to an act of the City; acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance or requires further permitting and approval; and/or actions or failure to act of native American monitor(s); and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the applicable portion of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes

insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, or (v) the form of the surety or the amount is found by City to be in error or materially insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. The amount of security for performance, payment and warranty obligations provided by this section shall not include the cost of monumentation, as required by Government Code Section 66497 so long as a separate cash deposit or security acceptable to the City Engineer for the estimated cost of monumentation has been submitted to the City.

D. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be filed with the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released following written approval of the City Engineer.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements within two years from the Execution Date of the Agreement and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6. <u>REDUCTION OR RELEASE OF IMPROVEMENT SECURITY</u>

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by a private community

association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City prior to release of sureties. All private Improvements (Improvements that are to be owned by a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete in writing by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within forty-five (45) days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within forty-five (45) days of receipt of the list of remaining work from the local agency, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City. Upon receipt of the cost estimates, the City shall then have forty-five (45) days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for multiple and phased partial releases as it otherwise deems appropriate.

3. If the City approves the cost estimate, the City shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance security unless the City allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements in and of itself, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the Subdivider until the applicable required public Improvements have been accepted by the City in writing and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the works of Improvement until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City within forty-five (45) days.

6. Within sixty (60) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released within sixty (60) days of the issuance of the written statement of completion.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all stop notice claimants for whom stop notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 6 shall not apply to any required guarantee and warranty period required by Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

7. <u>INDEMNIFICATION OF CITY BY SUBDIVIDER</u>

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation assembly or improper

maintenance including, without limitation, the use of defective methods, materials or workmanship (collectively "Subdivider's Faults") of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period, unless the City Engineer provides notice to Subdivider prior to the expiration of the one-year period of the existence of, or continued existence of, defects in the improvements, in which case the portion of the improvement security to guarantee and warranty the improvements against defective work shall not be released and shall remain in place until the City Engineer provides written confirmation that the defects have been cured and corrected. The indemnity shall be effective retroactively to the earliest recordation date of the Final Map.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof, and provided further that City cooperates in any such suit, action, or other legal proceeding, but shall retain its right to reject a settlement that the City deems, in its sole and absolute discretion, to be contrary to the interests of the City.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

8. INSURANCE

The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

A. Insurance During Construction. Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

4. Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

B. Insurance After Construction. Upon completion of construction of the Improvements, and for the required one-year guarantee and warranty period for Improvements and the required 10-year indemnification period, Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance. Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort by Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance may be excused, subject to City's verification of inability to obtain the required insurance. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City until the warranty period specified in this Agreement expires.

3. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting

date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

C. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any reasonable premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit $1,000,000 per occurrence), automobile liability ($1,000,000 per accident) and workers' compensation (statutory benefits). Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance

obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than $15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1,000,000 per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If

Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City. The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City pursuant to Government Code Section 66477.2 and recorded with the County Recorder or by other writing.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps reasonably necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City in writing, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10. PREPARATION AND RECORDATION OF CC&RS.

A. The Subdivider shall establish a Homeowners Association for the residential areas of the Final Map owned by Subdivider, and to pay all costs associated with the creation of the associations.

B. The Subdivider shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) which obligate each homeowners association to provide for maintenance of the shared facilities, improvements, and landscaping within the boundaries of the associations in perpetuity in accordance with the Development Agreement and conditions of approval. The CC&Rs shall describe the homeowners association and the City's responsibilities and rights, and shall be subject to the approval of the City prior to recordation.

C. The Subdivider shall implement applicable provisions of the Mitigation Monitoring and Reporting Program.

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them (other than a City Directive) during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City

written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, following written notice to Subdivider upon the real property in the Subdivision owned by Subdivider and necessary for City to enter or access under this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that approval of the Final Map for the Subdivision conferred substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, and is the prevailing party, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

12. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City in accordance with the Development Agreement. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers), to any other person or entity, the Subdivider may request an assignment or novation of this Agreement and a substitution of improvement security. Upon the City's approval of the assignment or novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

14. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	Art Vela Director of Public Works/City Engineer City of Banning 99 E. Ramsey Drive Banning, California 92220
If to the Subdivider:	To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

19. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____
Print Name: Michael C. Taylor
Title: Division President

Date: 3·19·25

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 03/19/2025 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Edelmira Gonzales (Seal)

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]

Bond No. 30240656
Premium: $15,390.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell – Phase 2A-2 Storm Drain Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell – Phase 2A-2 Storm Drain Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Four Million One Hundred Fifty-Nine Thousand Four Hundred Twenty-Five and 80/100, Dollars ($4,159,425.80), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 3/19/25

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 03/19/2025 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: March 18, 2025

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAR 1 8 2025 before me, Sarah E. Campbell, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

SARAH E. CAMPBELL
Notary Public - California
Los Angeles County
Commission # 2491647
My Comm. Expires Jun 27, 2028

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 18th day of March, 2025.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Bond No. 30240656
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell – Phase 2A-2 Storm Drain Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. , (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell – Phase 2A-2 Storm Drain Improvements ; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Four Million One Hundred Fifty-Nine Thousand Four Hundred Twenty-Five and 80/100 Dollars ($4,159,425.80), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 3/19/25

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 03/19/2025 before me, Edelmira Gonzales / Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

FRS01 EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027 FRS01

Signature Edelmira Gonzales (Seal)

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: March 18, 2025

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On MAR 1 8 2025 before me, Sarah E. Campbell, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

SARAH E. CAMPBELL
Notary Public - California
Los Angeles County
Commission # 2491647
My Comm. Expires Jun 27, 2028

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marina Tapia, Janina Monroe, Michelle Haase, Timothy J Noonan, Edward C Spector, Aidan Smock, Jaren A Marx, Erin Brown, Charles R Teter III, Simone Gerhard, B Aleman, K D Wapato, Rachel A Mullen, D Garcia, Sandra Corona, Jennifer Ochs, Ethan Spector, Sarah Campbell, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of April, 2024.

The Continental Insurance Company

Larry Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 29th day of April, 2024, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto and affixed the seal of the said insurance company this 18th day of March, 2025.

The Continental Insurance Company

Paula Kolsrud — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Robert Fisher, Acting City Manager**

PREPARED BY: **Patrick Safari, Capital Improvement Projects Manager**
Art Vela, Director of Public Works

MEETING DATE: **April 22, 2025**

SUBJECT: **Consideration of Resolution 2025-49, Awarding a Professional Services Agreement for Project No. 2025-01 On-Call Engineering and Traffic Survey (E&TS) to Willdan Group, Inc. of San Bernardino, CA in the Amount of $35,957 and Approving a 10% Contingency for a Total Project Budget of "Not-to-Exceed" $39,552.70**

RECOMMENDATION:

Adopt Resolution 2025-49

BACKGROUND:

The California Vehicle Code (CVC) Section 22357 requires that posted speed limits along public roadways be established and justified by an Engineering and Traffic Survey (E&TS). Furthermore, according to CVC Section 40802, the E&TS needs to be updated every five to seven years to allow enforcement of motorists' speeds by local law enforcement agencies.

The current E&TS was conducted in November 2017 and was adopted by City Council on February 27, 2018 under Resolution 2017-112. An updated speed survey is needed to be in compliance with the CVC.

On January 29, 2025 Public Works and Purchasing staff advertised a Request for Proposal (RFP 24-093) on the City's online public procurement system. Additionally, email notifications were sent out to all vendors by the procurement system. In response to these efforts, on March 11, 2025 the City received the following two (2) bids:

	Consultant	Score
1)	Willdan Group, Inc.	85.5
2)	STC Traffic, Inc.	83

The E&TS will consist of radar speed measurements of the prevailing free flow speeds along 43 street segments, a review of collision history reports, and a review of existing roadside conditions including the identification of conditions not readily apparent to the motorists. At the conclusion of the survey, the Consultant will provide a report outlining recommendations for speed limits along the 43 street segments including the preparation of speed limits ordinances and safety corridor analysis.

JUSTIFICATION:

It is essential that the City Council approve the On-Call Engineering and Traffic Survey which will serve as the basis for the establishment and enforcement of speed limits for selected streets within the City of Banning.

Staff evaluated the bid proposals based on qualifications, cost, experience with the requested scope of services and response to the request for proposals. As a result, staff recommend the award of a Professional Services Agreement to Willdan Group, Inc. in the amount of $35,957.

FISCAL IMPACT:

Staff recommend awarding a Professional Services Agreement to Willdan Group, Inc. in the amount of $35,957 and approving a 10% contingency in the amount of $3,595.70 for a total “not-to-exceed” project budget of $39,552.70.

An appropriation from the Gas Tax Fund 100 balance to Account No. 100-4900-431.95-10 in the amount of $35,957 is necessary to fund the Professional Services Agreement with Willdan Group, Inc.

ALTERNATIVES:

Do not approve Resolution 2025-49 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2025-049.docx
2. Resolution No. 2017-112.pdf
3. Speed Survey Street Segments.pdf
4. Willdan Proposal.pdf
5. C01143 - Willdan Eng - On-Call Eng and Traffic Survey.pdf

RESOLUTION 2025-049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR PROJECT NO. 2025-01 ON-CALL ENGINEERING AND TRAFFIC SURVEY TO WILLDAN GROUP, INC. OF SAN BERNARDINO, CA IN THE AMOUNT OF $35,957 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF "NOT-TO-EXCEED" $39,552.70

WHEREAS, the California Vehicle Code (CVC) Section 22357 requires that posted speed limits along public roadways be established and justified by an Engineering and Traffic Survey (E&TS); and

WHEREAS, according to CVC Section 40802, the E&TS needs to be updated every five to seven years to allow enforcement of motorists' speeds by local law enforcement agencies; and

WHEREAS, the current E&TS was conducted in September 2017 and was adopted by City Council in November 2017 under Resolution 2017-112; and

WHEREAS, an updated E&TS is needed to be in compliance with the CVC; and

WHEREAS, 0n January 29, 2025, Public Works and Purchasing staff advertised a Request for Proposal (RFP 24-093) on the City's online public procurement system and on March 11, 2025 the City received two (2) proposals ranging in score from 85.5 to 83; and

WHEREAS, the E&TS will consist of radar speed measurements of the prevailing free flow speeds along 43 street segments, a review of collision history reports, and a review of existing roadside conditions including the identification of conditions not readily apparent to the motorists.; and

WHEREAS, it is essential that the City Council approve the On-Call Engineering and Traffic Survey which will serve as the basis for the establishment and enforcement of speed limits for selected streets within the City of Banning; and

WHEREAS, staff recommend awarding a Professional Services Agreement to Willdan Group, Inc. in the amount of $35,957 and approving a 10% contingency in the amount of $3,595.70 for a total "not-to-exceed" project budget of $ 39,552.70; and

WHEREAS, an appropriation from the Gas Tax Fund 100 balance to Account No. 100-4900-431.95-10 in the amount of $35,957 is necessary to fund the Professional Services Agreement with Willdan Group, Inc..

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

SECTION 1. The City of Banning approves the Professional Services Agreement between Willdan Group, Inc. and the City of Banning.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to the Professional Services Agreement with Willdan Group, Inc.

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes and to execute the Professional Services Agreement with Willdan Group, Inc.

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 22nd day of April 2025.

Sherri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, City Attorney

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-049, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of April 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Vickie Sellers, City Clerk
City of Banning, California

EXHIBIT A

Professional Services Agreement with Willdan Group, Inc.

RESOLUTION 2017-112

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE 2017 ENGINEERING AND TRAFFIC SURVEY

WHEREAS, speed limits in California are governed by the California Vehicle Code (CVC), which also establishes generally-applicable maximum speed limits for all streets in the State; and

WHEREAS, Sections 22357, 22358 and 22358.3 of the CVC allow local authorities to establish speed limits other than those mandated by the state by ordinance, provided that such limits are justified by an engineering and traffic survey (ETS) to be performed every five years, seven years or ten years as specified in Section 40802 of the CVC; and

WHEREAS, the City entered into a contract with Albert A. Webb and Associates in March, 2017 to conduct and prepare an ETS for selected street segments throughout the City; and

WHEREAS, the results of the ETS are contained in a report prepared by Albert A. Webb and Associates entitled "Engineering and Traffic Survey for Speed Limits" dated February 2018; and

WHEREAS, the Public Works Department's Engineering Division has reviewed the Engineering and Traffic Survey for Speed Limits dated February 2018, and recommends that the City Council approve the report, as well as the speed limits recommended for establishment on highway segments throughout the City therein.

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

SECTION 1. The City Council finds that all of the facts set forth in this Resolution are true and correct.

SECTION 2. The City Council has reviewed the Engineering and Traffic Survey for Speed Limits dated February 2018.

SECTION 3. The City Council approves of the Engineering and Traffic Survey for Speed Limits dated February 2018, as well as the speed limits recommended for establishment therein.

SECTION 4. The City Clerk shall certify the passage and adoption of this Resolution, and it shall thereupon take effect.

PASSED, APPROVED AND ADOPTED this 27th day of February, 2018.

George Moyer, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2017-112, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of February 2018, by the following vote, to wit:

AYES: Council Members Andrade, Franklin, Peterson, Welch, and Mayor Moyer

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

Street Name	Segment of Street (Location)
Highland Springs Ave	Cherry Valley Blvd. to Brookside Ave.
Highland Springs Ave	Brookside Ave. to Wilson St.
Highland Springs Ave	Wilson St. to Sun Lakes Blvd.
Highland Springs Ave	Sun Lakes Blvd. to Potrero Blvd.
Highland Springs Ave	Potrero Blvd. to City southern boundary
Highland Home Rd	South of Discovery Way to Wilson St
Highland Home Rd	Wilson St. to Ramsey St.
Highland Home Rd	Ramsey St. to Sun Lakes Blvd./Westward Ave.
Highland Home Rd	Sun Lakes Blvd./Westward Ave. to Death Valley Rd.
Sunset Ave	Mesa St. to Wilson St.
Sunset Ave	Wilson St. to Ramsey St.
Sunset Ave	Ramsey St. to Lincoln St
Sunset Ave	Lincoln St. to Westward Ave.
22nd St	Ramsey St. to Lincoln St
22nd St	Lincoln St. to Westward Ave.
22nd St	Westward Ave. to Victory Ave.
8th St	Wilson St. to Ramsey St.
8th St	Ramsey St. to Lincoln St.
8th St	Lincoln St. to Westward Ave.
Bluff St	Hale Ln. to north of Summit Dr.
San Gorgonio Ave	North of Summit Dr. to Wilson St.
San Gorgonio Ave	Ramsey St. to Lincoln St.
Hargrave St	Wilson St. to Ramsey St.
Hargrave St	Ramsey St. to Lincoln St.
Hargrave St	Lincoln St. to Barbour St.
Hargrave St	Barbour St. to Westward Ave.
Hargrave St	Westward Ave. to Charles St.
Hargrave St	Charles St. to Porter St.
Hathaway St	Wilson St. to Ramsey St.
Hathaway St	Lincoln St. to Charles St.
Hathaway St	Charles St. to Porter St.
Wilson St	Highland Springs Ave. to Highland Home Rd.
Wilson St	Highland Home Rd. to 8th St.
Wilson St	8th St. to Hargrave St.
Wilson St	Hargrave St. to Hathaway St.
Ramsey St	Highland Springs Ave. to 22nd St.
Ramsey St	22nd St. to 8th St.
Ramsey St	Hargrave St. to O'Donnell St.
Lincoln St	Sunset Ave. to Hargrave St.
Lincoln St	Hargrave St. to Cottonwood Ave.
Sun Lakes Blvd	Highland Springs Ave. to Sunset Ave.
Westward Ave	Sunset Ave. to Hargrave St.
Westward Ave	Hargrave St. to Cottonwood Ave.

CITY OF BANNING

Proposal

On-Call Engineering and Traffic Surveys
RFP-24-093

March 11, 2025

WILLDAN

March 11, 2025

City of Banning
Public Works Department
c/o Barbara Mason, Purchasing Manager
99 E. Ramsey Street
Banning, CA 92220

Subject: **Proposal for On-Call Engineering and Traffic Surveys**
RFP-24-093

The City of Banning seeks a consultant to complete a speed survey for 14 streets and 43 segments that comply with the City's Active Transportation Plan (ATP) as well as Assembly Bill No. 43 for Traffic Safety. **Willdan Engineering (Willdan)** offers a unique and efficient perspective to meet your expectations for this endeavor. Our professional staff serves as City Traffic Engineer for 42 Southern California cities and is well-versed in the practical and political implications of speed zoning. Both our professional and technical personnel are thoroughly familiar with the State Vehicle Code requirements for completion of Engineering and Traffic Surveys, including the most current California Manual on Uniform Traffic Control Devices (CA MUTCD) and Assembly Bill 43 which went into effect in 2022. Our radar operators are certified and regularly trained beyond industry standards. We have conducted Engineering and Traffic Surveys for 50 jurisdictions throughout California, covering a wide range of traffic conditions on thousands of roadway miles, and building a wealth of related experience.

Highly Skilled Project Manager. Nicolle Spann, PE, TE, Willdan's proposed Project Manager, possesses over 10 years of traffic engineering, transportation planning, and grant funding application experience. Nicolle has performed Engineering and Traffic Surveys for over 1,500 street segments throughout Southern California including Cities of Anaheim, Pomona, Inglewood, Compton, Culver City, Downey, Norwalk, Paramount, Azusa, San Bernardino, and Temecula. She is intimately familiar with setting speed limits utilizing the data collected and the California MUTCD and California Vehicle Code. Nicolle also has experience applying the changes set forth in AB-43 for E&T recommendations.

Traffic Engineering Focus. Willdan's Traffic and Transportation Group specializes in traffic engineering and transportation planning services to governmental agencies. The Group's experience and expertise covers nearly all facets of traffic and transportation engineering, from handling citizen complaints to managing multi-million-dollar capital improvement projects. In addition to their independent projects, this division provides transportation services to support the office's public works design services, planning services, and contract administration services. Since its establishment in September 1982, the Traffic and Transportation Group has greatly expanded in size and service capabilities. Today, the division has a staff of 18 individuals, eight of whom are registered civil or traffic engineers in the State of California. These registered engineers are highly qualified professionals with combined traffic experience exceeding 150 years. This experience includes a significant amount of time in responsible charge of traffic functions for a variety of municipalities.

Willdan has read and will comply with all terms and conditions of the RFP. If there are any questions regarding our qualifications or this submittal, please contact Nicolle Spann, our proposed Project Manager at nspann@willdan.com.

Respectfully submitted,
WILLDAN

Jeffrey Lau, PE, TE, ENV SP
Deputy Director of Engineering

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A. Statement of Understanding and Approach

Understanding of the Services

Banning E&T Survey

The City of Banning is commissioning an Engineering and Traffic (E&T) Survey to re-certify posted speed limits on street segments throughout the City. The last E&T Survey was prepared 6 years ago. The re-certification of the speed limits needs to be completed within the next year to be in compliance with the provisions of the California Vehicle Code (CVC), which require that such surveys be updated every 5, 7 or 14 years (depending on specific conditions being met) to enable law enforcement agencies to perform radar speed enforcement.

During the kick-off meeting, Willdan's team will get an understanding of what the City's goals and objectives are for speed limit recommendations. We will prepare the analysis in mind of the City's goals and objectives, but will ultimately comply with the CVC, California MUTCD, and roadway user safety in making speed limit recommendations.

An analysis will be performed and completed in conjunction with the radar survey collection process. At a minimum, we anticipate completing 30 radar speed surveys per week. The preliminary recommendations will present the information in table format and will clearly document the recommended speed limit and demonstrate the likelihood of the existing speed limit either changing or remaining unchanged.

As part of the preliminary review, Willdan will receive input from both City staff and Police Department and will discuss street segments whose proposed recommendations may be controversial for the community. Discussions will be had regarding the likelihood of recommendations changing, should additional radar survey be collected for those segments or if a safety corridor analysis should be prepared to identify segments to lower an additional 5 mph from the E&T recommendation.

Upon agreement of the preliminary recommendations by City staff and Willdan, we will proceed and submit the draft Engineering and Traffic survey to the City. Once comments for the draft Engineering and Traffic Survey have been received from City staff, Willdan's team will proceed with completion of the final E&T Survey. Willdan's project manager will use their Professional Engineering license to sign the E&T report and individual roadway segment sheets.

Speed Limit Ordinance

On top of preparing the E&T Survey, Willdan will aid the City in preparing a City ordinance to establish all local roadways and business activity districts are set at 25 mph.

We understand that the City requests that collector streets be set at 30 mph by City ordinance. However, for collector street segments to be enforceable by radar, the speed limits must be established via an E&T Survey. Willdan will listen to the City's goals and can make recommendations on how to proceed.

Scope of Work and Implementation Plan

Willdan understands that the City of Banning is commissioning an Engineering and Traffic (E&T) Survey to re-certify posted speed limits on street segments throughout the City. The last E&T Survey was prepared in 2019 for a total of 199 segments. It is our understanding that Santa Clarita requests the re-certification of the speed limits to be conducted in compliance with the provisions of the California Vehicle Code (CVC), which require that such surveys be updated every 5, 7 or 14 years (depending on specific conditions being met) to enable law enforcement agencies to perform radar speed enforcement.

Willdan's approach to this project begins with the kick-off meeting. At that meeting, we will discuss the project objectives, tasks, schedule, and information required from City staff such as past engineering and traffic surveys, collision history and records, and Average Daily Traffic (ADT) data. After the kick-off meeting, Willdan will

immediately call an internal team meeting, allocate needed resources, and begin the data collection process. Radar data collection will be performed:

- On a weekday, during off-peak hours.
- On a non-holiday day.
- In good weather.
- While schools are still in session.

The data includes radar survey data collections, reviewing existing segment conditions, and collision history on each segment. An analysis will be performed and completed in conjunction with the radar survey collection process. At a minimum, we anticipate completing 30 radar surveys counts per week.

The preliminary recommendations will present the information in table format and will clearly document the recommended speed limit and demonstrate the likelihood of the existing speed limit either changing or remaining unchanged. Once the preliminary recommendations have been submitted, Willdan will wait to receive approval from City staff before continuing to Task No. 5 for the segments and begin preparing the draft E&T report. As part of the preliminary review, Willdan will receive input from both City staff and the Sheriff's Department and will discuss street segments whose proposed recommendations may be controversial for the community. Discussions will be had regarding the likelihood of recommendations changing should additional radar survey be collected for those segments.

Upon agreement of the preliminary recommendations by City staff and Willdan, we will proceed and submit the draft Engineering and Traffic survey to the City. Once comments for the draft Engineering and Traffic Survey have been received from City staff, Willdan's team will proceed with completion of the final Engineering and Traffic Survey to be presented to City Council.

Task 1 – Project Management

The project manager will manage Willdan's team and subconsultants for this project. Willdan will be proactive in ensuring timely completion of the E&T Survey.

Task 1 Deliverables

- ✓ Project Schedule
- ✓ Meeting Agenda & Minutes

Task 1.1 - Kick Off Meeting

Willdan will meet with City staff and the City Attorney to discuss the project goals and objectives, identify unique conditions, establish contact with City staff and establish a priority schedule for conducting data collection. The kick off meeting will also discuss the project management approach, identify roles and responsibilities, and confirm the scope and schedule.

Willdan will provide an agenda to all meeting attendees and information relevant to the project will also be exchanged at the meeting. Data requested of the City will include:

- Copy of the current and immediately prior Engineering and Traffic Surveys.

Willdan will provide samples of the Speed Survey Sheets, various Data Summary Sheets, Collision History Summary Sheet, and Summary of Recommendations Chart for pre-approval. A review of the current speed zone survey will be conducted with the meeting attendees to determine if it adequately addresses the survey requirements and to identify any known changes in the existing roadway system since the last survey was prepared. Willdan will recommend and discuss any necessary modifications to the roadway segments to be evaluated.

Willdan will review State policies, including, and not limited to, California Assembly Bill (AB) 321 regarding the establishment of prima facie speed limits in school zones and surrounding school grounds and AB-43 regarding changes to the California vehicle Code to reclassify speed limit zones and reduce speed creep.

Task 2 – Data Collection

Task 2.1 - Radar Speed Surveys

Radar speed data will be gathered for each of the street segments including street segments containing a raised median or designated as needing two surveys per segment in the survey. The surveys shall not be conducted on weekends, school or civic holidays, during congested peak traffic hours, around construction zones or inclement weather conditions. The data collected will consist of an optimum of 200 samples with 100 samples in each direction but not less than 100 samples or more than 2 hours of measurement for each segment. The information will be recorded on field tally sheets and will include date, time, field conditions, weather, and engineering calculations of the average speed, 85th percentile speed, 10 mph pace speed, and percent-in-pace.

Task 2 Deliverable

- ✓ Radar Data Excel Format Tables
- ✓ ADT Data Excel Format Tables
- ✓ Crash Rate and Statewide Average Crash Rate for each segment included in the report tables and Street Segment Data Sheets
- ✓ Street Segment Data Sheets for each segment.

Up to an additional 10 spot speed surveys will be performed for resurveying street segments if needed or if additional street segments are added to the E&T Survey during the course of the project.

Task 2.2 – ADT Data Collection

Average Daily Traffic (ADT) data will be gathered for each of the 43 street segments. The data will be collected for one day on a typical Tuesday, Wednesday, or Thursday under clear weather conditions and while school is in session.

Task 2.3 – Crash Data Collection

The traffic collision data for the past two years will be counted for each street segment using SWITRS or crossroads accident reports. Willdan will use the accident data and average daily traffic (ADT) counts provided by the City to calculate the accident rate for each segment. The accident rate for each segment will be compared with the most recent statewide average accident rate published by Caltrans.

Using the existing survey data for reference, an in-person field inspection and assessment of each street segment will be conducted to determine traffic and roadway conditions that are not readily apparent to motorists. Willdan will verify the following information:

- Existing speed limit postings and locations
- Roadway and traffic conditions
- Major traffic control devices
- Adjacent land use
- Pedestrian activity
- Identify any bike facilities
- Residential density
- Business activity district

Any changes in roadway conditions since the last survey was conducted will be identified and noted on the survey data sheets. Willdan Engineering will work with the City to evaluate unusual conditions on roadway segments. All field inspections will be made on weekdays when school is in session.

Task 3 – Speed Limit Analysis and Recommendations

Task 3.1 – Speed Limit Recommendations

A preliminary recommendation list of speed limits will be prepared utilizing options set forth in the California MUTCD. Willdan will host a meeting with City staff to go over the speed limit recommendations for comments and discussion. The City will identify any concerns with the recommendations and Willdan will work with the City to address those concerns by using AB-43 to lower the speed limit, or re-surveying the segment.

Task 3 Deliverable

- ✓ Citywide Safety Corridor Map
- ✓ Draft Recommendation Table
- ✓ Final Recommendation Table
- ✓ Citywide Speed Limit Map

Task 3.2 – Speed Limit Map

A Citywide speed limit map will be prepared in AutoCAD to color-code the segments with their recommended posted speed limits.

Task 4 – City Ordinance Preparation

Task 4 Deliverable

- ✓ Ordinance Language

Willdan will prepare a City Ordinance to set a speed limit policy for the following:

- All local streets' speed limits shall be 25 mph.
- 25 mph business activity district establishment analysis for:
  - Ramsey Street in the downtown area from 8th Street to Hargrave Street
  - San Gorgonio Avenue in the downtown area from Livingston Street to Wilson Street
- The City requests that all collector streets shall be 30 mph in this ordinance. Willdan can prepare a City ordinance to state this, but in order for the speed limits to be enforceable by radar, a full E&T survey must be completed for these segments. See the value-added services optional task scope of work if the City wishes to include the collector streets to the E&T survey.

Task 5 – Report Preparation

Task 5 Deliverable

- ✓ Draft E&T Report
- ✓ Final E&T Report

Willdan Engineering will have a meeting with City staff to go over the speed limit recommendations for comment. Once the City approves the recommendations, all the tasks in this project will be documented to form the basis of the Draft E&T Report.

The report will contain the following information:

- Cover Letter/ Executive Summary stamped and signed by the responsible registered Civil/ Traffic Engineer
- Table of Contents
- Introduction including a description of the elements of an E&T Study and applicable vehicle codes and state requirements
- Study Methodology description
- Accident Survey Analysis Table including location, segment length, average daily traffic, number of accidents, actual accident rate and expected accident rate
- Segment Summary and Recommendations Table including location, direction, survey date taken, 10-mile pace, 50 percentile speed, 85th percentile speed, posted speed limit, recommended speed limit, limit change (e.g., no change, decrease, or increase), and justification field relating to recommend speed limit
- Conclusion including street segments with proposed change in posted speed limit
- Appendix containing spot speed survey data sheets for all street segments

Willdan Engineering carefully constructs the recommendations summary to include clear descriptions of the application of "conditions not readily apparent to motorists" to facilitate consistent interpretation of the report by the court system. An electronic copy of the Draft E&T Report will be prepared and delivered to the City for review by City staff.

Value-Added Services

Optional Task 6 – Safety Corridor Analysis

Task 6 Deliverable

- ✓ Safety Corridor List
- ✓ Safety Corridor Map

Under AB-43 and as of July 2024, a segment identified as a safety corridor may be reduced an additional 5 mph (up to 12.5 mph below the 85th percentile speed). In order to use this reasoning in the E&T survey, a Citywide safety corridor analysis should be prepared to identify which roadway segments can be

identified as safety corridors. Only 1/5 (20%) of the City's roadways can be identified as a safety corridor, so a Citywide analysis is highly recommended for its application to E&T surveys.

A Citywide fatal and severe injury crash analysis will be prepared to identify safety corridors in the City that can be used to further reduce the E&T recommendation an additional 5 mph. A safety corridor matrix will be developed with the City's priorities to establish and weigh safety corridor factors. Considerations include the following:

- Cover Letter stamped and signed by the responsible register
- Fatal and Severe Injury Crashes
- Fatal and Severe Injury Crashes due to speeding
- Fatal and Severe Injury Pedestrian or Bicycle Crashes
- Fatal and Severe Injury Crashes near schools during school hours
- Disadvantaged Community Status
- Areas with a high percentage of vulnerable populations
- Segments within a School Zone

A draft list of safety corridors will be submitted to the City for review, and we will set up a meeting to discuss the findings and any comments the City may have. Once established, a Citywide map of the safety corridors will be prepared. The map and safety corridor matrix will be included in the E&T report appendix.

If the City wishes, this task could be added to the scope after the initial recommendations are identified. It may be the case that the City is satisfied with the recommendations without using the additional 5 mph reduction added with the safety corridors.

Optional Task 7 – Collector Street E&T Analysis

Under Task 4, the City requested to set all speed limits on collector streets at 30 mph via ordinance. However, in order to have those speed limits enforceable by radar, they will need to be set using an E&T survey.

The following 25 collector street segments will be added to the E&T analysis. All tasks (1-6) will be applied to the collector street E&T analysis including all data collection, analysis and report. These 25 collector street segments will be added to the original 43 street segments, resulting in a report and recommendations for a total of 68 street segments.

Collector Street E&T Segments

No	Segment	From	To
1	8th St	Indian School Rd	Ramsey St
2	8th St	Ramsey St	Lincoln St
3	8th St	Lincoln St	Westward Ave
4	22nd St	Nicolet St	Ramsey St
5	22nd St	Ramsey St	Jefferson St
6	Apex St	Wilson St	Ramsay St
7	Bluff St	Gunner St	San Gorgonio Ave
8	Gillman St	8th St	San Gorgonio Ave
9	Gillman St	Durward St	Cherry St
10	Hargrove St	Repplier Rd	Ramsey St
11	Hargrove St	Ramsey St	Wesley St
12	Hathaway St	Lincoln St	Westward Ave
13	Hathaway St	Westward Ave	Westley St
14	High and Home Rd	Wilson St	Ramsay St
15	Indian School Ln	8th St	Hargrove St

Task 7 Deliverable

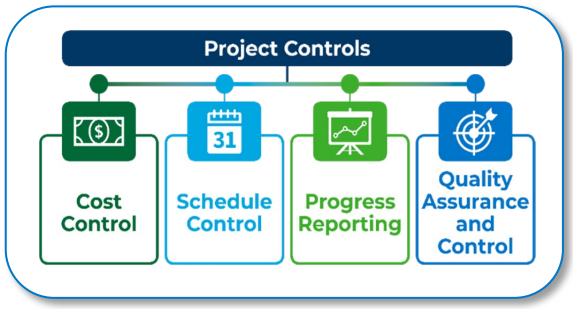
- ✓ Radar Data Excel Format Tables
- ✓ ADT Data Excel Format Tables
- ✓ Crash Rate and Statewide Average Crash Rate for each segment included in the report tables and Street Segment Data Sheets
- ✓ Street Segment Data Sheets for each segment.
- ✓ Citywide Safety Corridor Map
- ✓ Draft Recommendation Table
- ✓ Final Recommendation Table
- ✓ Citywide Speed Limit Map
- ✓ Draft E&T Report
- ✓ Final E&T Report

No	Segment	From	To
16	Lincoln St	Sunset Ave	8th St
17	Lincoln St	San Gorgonio Ave	Hathaway St
18	Nicolet St	Sunset Ave	San Gorgonio Ave
19	Nicolet St	San Gorgonio Ave	Evans St
20	Omar St	Wilson St	Ramsay St
21	San Gorgonio Ave	Bluff St	Gilman St
22	Sunrise Ave	Wilson St	Nicolet St
23	Sunset Ave	Ramsey St	Westward Ave
24	Wesley St	San Gorgonio Ave	Hathaway St
25	Wilson St	San Gorgonio Ave	Blanchard St

Assurance/Quality Control Procedures

Project Controls

Willdan's project control system is designed to provide a coordinated effort between all task facets of a project in the framework of the pre-established master schedule, budget controls, and reporting system. The work breakdown structure subdivides the work into manageable segments and is the basis for our project managers' project control plan. The work breakdown structure is tailored to specific project needs, but generally has typical elements, including codes to identify work segments and engineering disciplines, weekly reports, and project resources schedule.



Cost Control

The budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work.

Schedule Control

A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule.

Progress Reporting

The submittal requirements and format for consistent monthly reporting of project costs and status will be confirmed with the City during the project start-up period. The status report will contain a project performance summary, action items, outstanding items to be resolved, an updated schedule, and a comparison and narrative of budgeted costs versus actual costs.

Quality Assurance and Control

Quality assurance and control procedures are critical to ensuring sound engineering practices and quality deliverables are produced for our clients. Willdan operates daily under a company-wide Quality Assurance/Quality Control (QA/QC) Program. In accordance with Willdan's QA/QC Manual, a QA/QC officer is assigned to every contract. As part of her daily responsibilities, Jeffrey Lau, PE, TE, ENV SP will provide quality assurance oversight. Project- specific QA/QC activities will be planned at the beginning of each

project. Typical QA/QC activities include assigning the appropriate technical staff to the project, selecting the proper project technical approach, establishing a project schedule that meets internal Willdan and City deadlines, and determining the proper level of QA/QC review. There are four levels of QA/QC review for project deliverables:

Level 1	Level 2	Level 3	Level 4
Peer Review Only	Peer Review and Editorial Review (*Documents*)	Peer Review, Editorial Review, and Professional Engineer Review	All Elements of Level 3 Plus Additional reviews by Specific Technical Experts

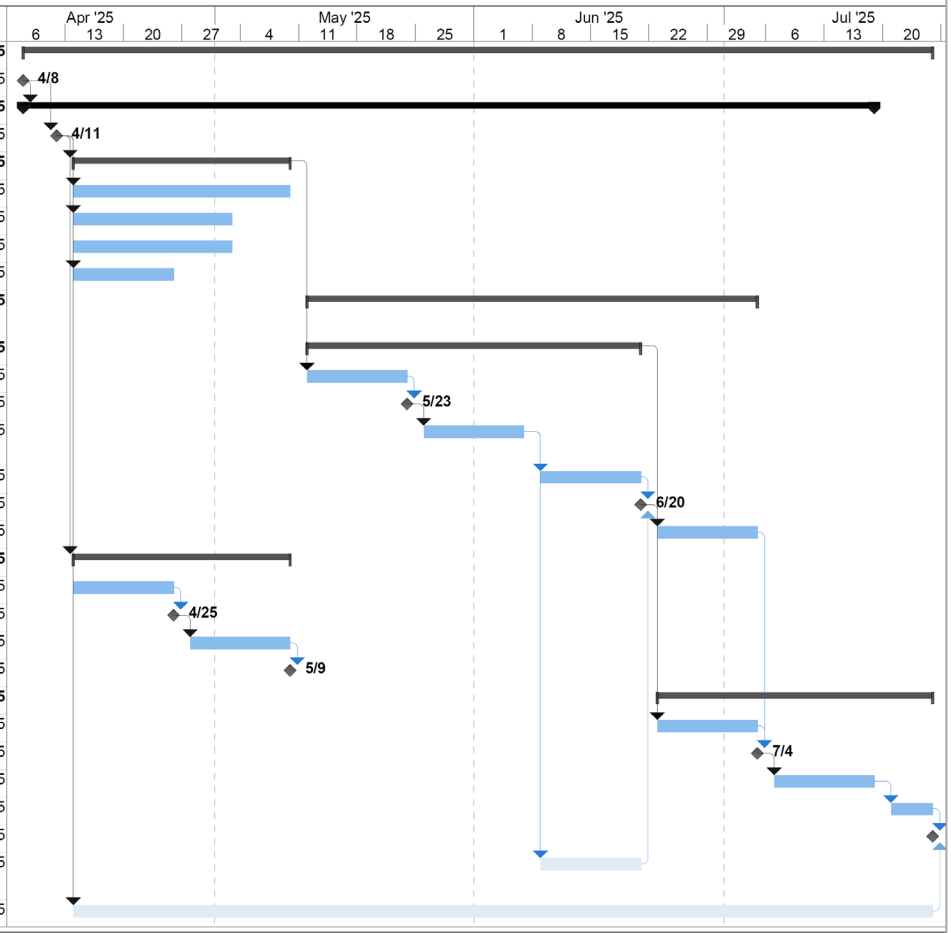
The two major components of the QC review are technical and communication reviews. A Level 3 QC review will be performed on the engineering design plans, specifications, and cost estimate to ensure the design is sound and appropriate and confirm deliverables meet the scope of work requirements. Project documents, including letters and correspondence, are subject to a Level 2 QC review to ensure deliverables are reasonably organized, text and presentation are understandable and easy to follow, any required formats are followed, and there are no grammatical or spelling errors.

Schedule

Using Microsoft Project software, Willdan's proposed master schedule for this project is presented below. The schedule shows major milestones as outlined in the City's Request for Proposals. This preliminary schedule will be discussed at the kick-off meeting and updated as agreed upon. This enables Nicolle and our team members to anticipate and forecast any potential issues and develop an advanced strategy to proactively mitigate challenges before they impact the schedule.

CITY OF BANNING
ON-CALL ENGINEERING AND TRAFFIC SURVEYS RFP 24-093
PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Engineering and Traffic Survey**	**79 days**	**Tue 4/8/25**	**Fri 7/25/25**
2	**Notice to Proceed**	0 days	Tue 4/8/25	Tue 4/8/25
3	**Task 1 - Project Management**	**74 days**	**Tue 4/8/25**	**Fri 7/18/25**
4	**Kick Off Meeting**	0 days	Fri 4/11/25	Fri 4/11/25
5	**Task 2 - Data Collection**	**20 days**	**Mon 4/14/25**	**Fri 5/9/25**
6	Radar Speed Surveys	20 days	Mon 4/14/25	Fri 5/9/25
7	ADT Data Collection	15 days	Mon 4/14/25	Fri 5/2/25
8	Field Review	15 days	Mon 4/14/25	Fri 5/2/25
9	Crash Data Collection	10 days	Mon 4/14/25	Fri 4/25/25
10	**Task 3- Speed Limit Analysis and Recommendation**	**40 days**	**Mon 5/12/25**	**Fri 7/4/25**
11	**Speed Limit Recommendations**	**30 days**	**Mon 5/12/25**	**Fri 6/20/25**
12	Prepare Draft Recommendation Table	10 days	Mon 5/12/25	Fri 5/23/25
13	Submit Draft Recommendation Table	0 days	Fri 5/23/25	Fri 5/23/25
14	City Review & Preliminary Results Meeting	10 days	Mon 5/26/25	Fri 6/6/25
15	Revise Recommendation Table	10 days	Mon 6/9/25	Fri 6/20/25
16	Submit Final Recommendation Table	0 days	Fri 6/20/25	Fri 6/20/25
17	Citywide Speed Limit Map	10 days	Mon 6/23/25	Fri 7/4/25
18	**Task 4 - City Ordinance Preparation**	**20 days**	**Mon 4/14/25**	**Fri 5/9/25**
19	City Ordinance Preparation	10 days	Mon 4/14/25	Fri 4/25/25
20	Submit Draft City Ordinance	0 days	Fri 4/25/25	Fri 4/25/25
21	City Review Draft Ordinance	10 days	Mon 4/28/25	Fri 5/9/25
22	Submit Final City Ordinance	0 days	Fri 5/9/25	Fri 5/9/25
23	**Task 5 - E&T Survey Report**	**25 days**	**Mon 6/23/25**	**Fri 7/25/25**
24	Prepare Draft E&TS Report	10 days	Mon 6/23/25	Fri 7/4/25
25	Submit Draft E&TS Report	0 days	Fri 7/4/25	Fri 7/4/25
26	City Review	10 days	Mon 7/7/25	Fri 7/18/25
27	Revise, Sign and Print E&TS Report	5 days	Mon 7/21/25	Fri 7/25/25
28	Submit Final E&TS Report	0 days	Fri 7/25/25	Fri 7/25/25
29	**Optional Task 6 - Safety Corridor Analysis**	10 days	Mon 6/9/25	Fri 6/20/25
30	Optional Task 7 - Collector Street E&T Surveys	75 days	Mon 4/14/25	Fri 7/25/25



Project: Project Schedule
Date: Thu 3/6/25

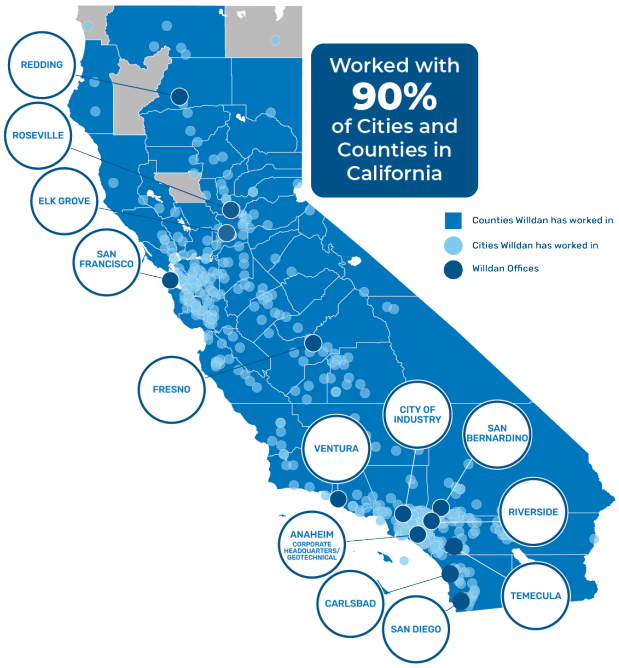
Task	External Milestone	Manual Summary	Baseline Milestone
Split	Inactive Milestone	Start-only	Baseline Summary
Milestone	Inactive Summary	Finish-only	Progress
Summary	Manual Task	External Tasks	Deadline
Project Summary	Duration-only	External Milestone	
External Tasks	Manual Summary Rollup	Baseline	

Page 1

B. Company Information

About Willdan

Willdan Engineering (Willdan), a California Corporation, is part of Willdan Group, Inc. (WGI), a NASDAQ publicly traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm, specializing in providing solutions for our public agency clients. Today, Willdan has over 1,700 employees operating out of multiple offices located throughout the United States. We have supported implementation of community visions through engineering, construction management, inspection, planning, building safety, and staff augmentation services.



Project Manager/Contact	**Corporate Office**
Nicolle Spann, PE, TE	2401 E. Katella Avenue
(562) 368-4864	Anaheim, CA 92806
nspann@willdan.com	(714) 940-6300

Branch Office
650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408
(909) 386-0200

Willdan has prepared a variety of traffic safety, parking, neighborhood traffic management, traffic impact, school area, pedestrian/cyclist safety, traffic calming, suggested route to school, signal timing, and traffic circulation studies; engineering and traffic surveys; and project study reports throughout California for client cities, Caltrans, other agencies, and private developers. Willdan's staff is well experienced in presenting traffic studies at traffic commission, planning commission, City Council, and other Public hearings.

While serving as City Traffic Engineers, our staff have performed reviews of traffic studies as part of their daily routine. Most of these studies are development related and include traffic impact, parking demand, and traffic circulation. Reviews often include providing conditions of approval. Other traffic study reviews include project study reports, traffic management plans, traffic signal warrant analyses, and traffic signal timing and coordination analyses.

Willdan's corporate-wide capabilities include a full range of civil and structural engineering, land planning, financial and economic consulting, geology and geotechnical engineering, environmental health and safety, and energy efficiency solutions consulting services. We provide professional services in all phases of Public Agency activities from project development, grant funding application assistance and administration, site analysis, and conceptual development to final design, construction management, observation, and project close-out. Willdan has no scope conflict with regards to any other work performed for the City of Banning.

Litigation, Mediation, or Arbitration

Willdan Engineering has normal workers compensation, auto, and liability litigation in the course of our daily operation and none of the litigation materially impacts the financials of our company or will impact the performance of this agreement.

Department of Industrial Relations Registration

Willdan is registered with the Department of Industrial Relations.

DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD

Consumers Licensees Applicants O

Home | Online Services | License Details

Contractor's License Detail for License # 967101

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

WILLDAN ENGINEERING
dba WILLDAN CONSULTING

2401 EAST KATELLA AVENUE #300
ANAHEIM, CA 92806
Business Phone Number:(714) 940-6300

Entity Corporation
Issue Date 10/26/2011
Expire Date **10/31/2025**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

Bond Number: 106755764

Bond Amount: $25,000

Effective Date: 01/01/2023

Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **106225038** for JONATHAN ROBERT MITCHELL in the amount of **$25,000** with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

Effective Date: 01/01/2023

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Policy Number:UB8Y0322682443G
Effective Date: 11/09/2024
Expire Date: 11/09/2025
Workers' Compensation History

C. Company Personnel

C. Company Personnel

Key Personnel

A key element of our project team is that it is an efficient, effective, and experienced unit. Our team members possess necessary licenses and certifications to perform the requested services. They will commit the time and effort required to successfully complete on schedule and in a cost-effective manner. Both our professional and technical personnel are thoroughly familiar with the California Vehicle Code and Manual of Uniform Traffic Control Devices requirements for completion of E&T Surveys and have successfully completed in the past two years the recertification of approximately 1,000 segments throughout Southern California. Willdan confirms that all assigned key professional staff are properly licensed to practice in California.

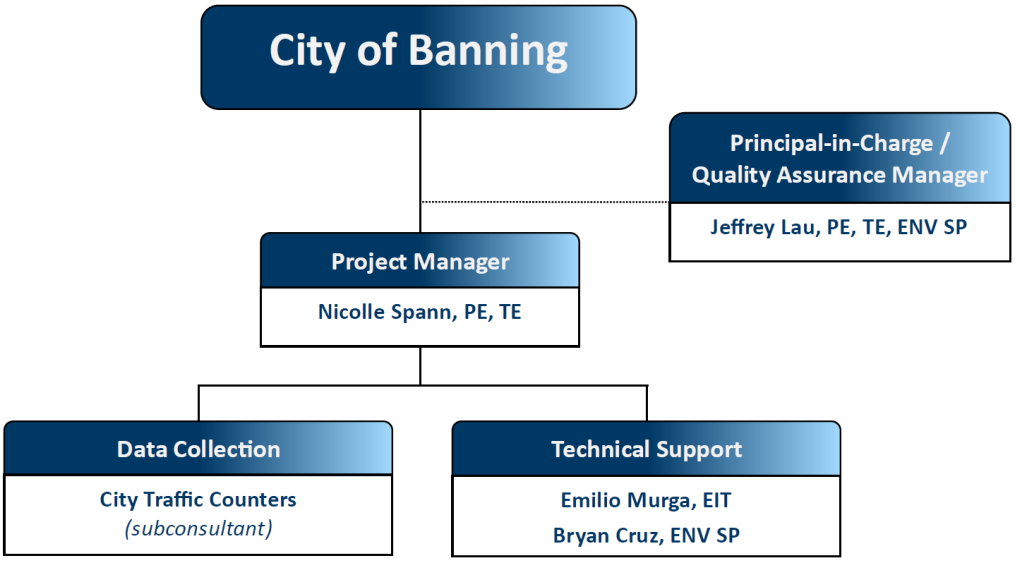
Project Manager
Nicolle Spann, PE, TE
nspann@willdan.com
(562) 368-4864

Nicolle Spann, PE, TE, will serve as **Project Manager** for the City's Engineering and Traffic Survey. In this role, she will be responsible for overall project management, scheduling, resource allocation, preparation of the report, and maintaining quality control, as well as reviewing survey sheets and maps prior to submittal to the City. She has more than 10 years of experience in traffic and transportation, including serving as project manager for over 25 E&T surveys for various Cities throughout Southern California, certifying over 1,500 street segments.

Jeff Lau, PE, TE, ENV SP will serve as **Principal-in-Charge and Quality Assurance Manager** for the City's Engineering and Traffic Survey project. Jeff brings over 21 years of traffic and transportation experience, including overseeing as project manager, numerous E&T surveys throughout Southern California. He oversees transportation design for Willdan's traffic engineering group and manages design projects for a variety of cities and counties throughout California. He is responsible for the analysis, coordination, and design of various projects, including the preparation of plans, specifications and estimates (PS&E) for traffic design projects such as traffic signals, signing and striping, street lighting, and construction traffic control. Jeff has also assisted with traffic impact studies and analyses, plan reviews, and engineering and traffic survey updates. Jeff has supervised the completion of multi-discipline and multi-agency traffic and transportation projects. Jeff can be reached at (562) 364-8526.

Organizational Chart

Our project organization chart provides an overview of the lines of communication for our team members, including our subconsultant, to effectively deliver the 2025 Citywide Engineering and Traffic Survey to the City of Banning.



Technical Personnel

Staff	Credentials	Experience
Emilio Murga, EIT 8 Years of Experience	▪ Engineering-in-Training, California No. 162881	Engineering and Traffic Survey: ▪ City of Paramount ▪ City of Anaheim ▪ City of Lake Forest ▪ City of Cypress ▪ City of Montclair ▪ City of San Dimas
Bryan Cruz, ENV SP 5 Years of Experience	▪ Envision Sustainability Professional No. 45531	Engineering and Traffic Survey: ▪ City of Culver City ▪ City of Covina ▪ City of Downey ▪ City of Los Alamitos ▪ City of Rolling Hills Estates ▪ City of Temecula

Subcontractors

Willdan will be supplementing our team with a single subcontractor to obtain traffic counts and radar speed surveys.

City Traffic Counters will provide traffic data collection for the project. *Willdan has been partnering with City Traffic Counters since 2004.* City Traffic Counters (CTC) will be tasked with field data collection of radar speed surveys and 24-hour directional volume counts for each roadway segment to be included in the Citywide Engineering and Traffic Survey. CTC has extensive experience and familiarity with traffic counting in all areas of Southern California. Since its foundation in 1998, CTC has provided numerous traffic counting services to our clients in both the private and public sectors. CTC's traffic collection data services consist of manual traffic movement counts, 24-hour machine counts, radar speed surveys, parking occupancy and demand surveys, and neighborhood speed studies.

CITYTRAFFIC COUNTERS

City Traffic Counters
Nicole Nguyen
P.O. Box 1313, Glendora, CA 91740
P: (626) 893-4231
nicole@ctcounters.com

Willdan has been partnering with CTC for over 20 years. CTC has prepared reliable data collection for the following

- City of Anaheim – 331 segments
- City of Pomona – 134 segments
- City of Culver City – 62 segments
- City of Arcadia – 53 segments
- City of Azusa – 48 segments
- City of Compton – 70 segments
- City of Covina – 77 segments
- City of Inglewood – 76 segments
- City of La Canada Flintridge – 46 Segments
- City of La Quinta – 53, 2, 16, 8, 56 segments
- City of Norwalk – 36, 117 segments
- City of Paramount – 39 segments City of Rancho Palos Verdes – 27, 36 segments
- City of Rolling Hills Estates – 24 segments
- City of San Bernardino – 103 segments
- City of Sierra Madre – 22 segments
- City of Temecula – 33, 54, 53, 42, 43, 59, 40, 22, 44 segments
- City of Tustin – 138, 7 segments
- City of West Covina – 195 segments

D. Disclosure

No Conflict-of-Interest

Willdan has served public agencies since its inception in 1964. More than 96% of Willdan's revenue is generated from working for public agencies, cities, and counties. Due to the nature of our client base, we select employees who recognize the regulatory nature of our services.

Any appearance of a conflict of interest, whether determined to be realized or not, is a violation of company policy. Every Willdan employee is required to receive training and counseling in this area upon hiring and on a regular basis and is required to sign a statement indicating that they understand the Company's conflict of interest policies and vow to uphold those policies to their fullest extent.

Our management staff regularly reviews and evaluates the performance of all employees. These reviews and evaluations contain a significant component related to conflict-of-interest matters. Any appearance of a conflict-of-interest matter we immediately bring to the employees' attention, and when necessary, we notify the client and their staff.

We are proud to note that as a result of these policies and procedures, we rarely have legitimate conflict of interest situations arise. However, if they do, the Company is dedicated to immediate response and subsequent appropriate action.

E. Experience and References

Firm's Relevant Experience

Willdan has completed the recertification of approximately 1,000 segments for engineering and traffic (E&T) survey projects in the past 2 years as defined by California Vehicle Code, Section 627. In general, these projects included: 1) radar speed checks; 2) collision analyses; 3) field observations of roadway conditions; 4) recommendations for speed limits; and 5) the development of bound draft and final E&T report documenting study findings and procedures. Willdan has prepared E&T Surveys for many jurisdictions, including the following:

Client	E&T Provided for Year(s)	Segments
City of Anaheim	2024	331
City of Pomona	2023	134
City of Culver City	2023	62
City of Azusa	2024	48
City of Compton	2024	70
City of Grand Terrace	2024	21
County of Amador	2024 and 2018	14 and 14
City of Pinole	2024 and 2016	12 and 12
City of Norwalk	2023, 2016 and 2006	36, 117, and 117
City of Temecula	2024, 2023, 2021, 2019 and 2017	24, 33, 55, 53 and 40
City of Paramount	2023 and 2016	39 and 39
County of Napa	2022 and 2020	56 and 45
City of Covina	2022 and 2016	77 and 77
City of Rancho Palos Verdes	2021 and 2013	36 and 27
City of Rolling Hills Estates	2021 and 2014	24 and 24
City of Los Alamitos	2021 and 2014	14 and 14
City of Sierra Madre	2019	22
City of La Canada Flintridge	2019	46
City of Ridgecrest	2019	48
City of Red Bluff	2019	33
City of Arcadia	2019 and 2014	53 and 53
City of Pico Rivera	2019	34
City of Santa Paula	2019	37
De Luz Community Services District	2018	12
City of La Quinta	2024, 2021, 2020, 2018, 2017 and 2014	7, 3, 6, 5, 55 and 17
Bear Valley Community Services District	2018	14
City of Rolling Hills	2018	12
City of Inglewood	2017 and 2024 (ongoing)	75 and 106
City of San Bernardino	2016 and 2024 (ongoing)	103 and 109

Willdan's Financial Stability

Willdan has been in business for more than 60 years and has the financial strength and wherewithal to complete all projects it undertakes. This is due, in part, to a strong, dependable reputation in the consulting industry and a stable client base that continues to expand through repeat customers and referrals, as well as through new service areas. Willdan Engineering (Willdan) is a wholly owned subsidiary of Willdan Group, Inc (WGI), a publicly traded company on the NASDAQ (NASDAQ ticker: WLDN) that issues financial reports quarterly. Financial information on revenue, earnings, and cash flow, can be found on the Investors page of our Web site at www.willdan.com. Willdan has no conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede our ability to complete the project.

References

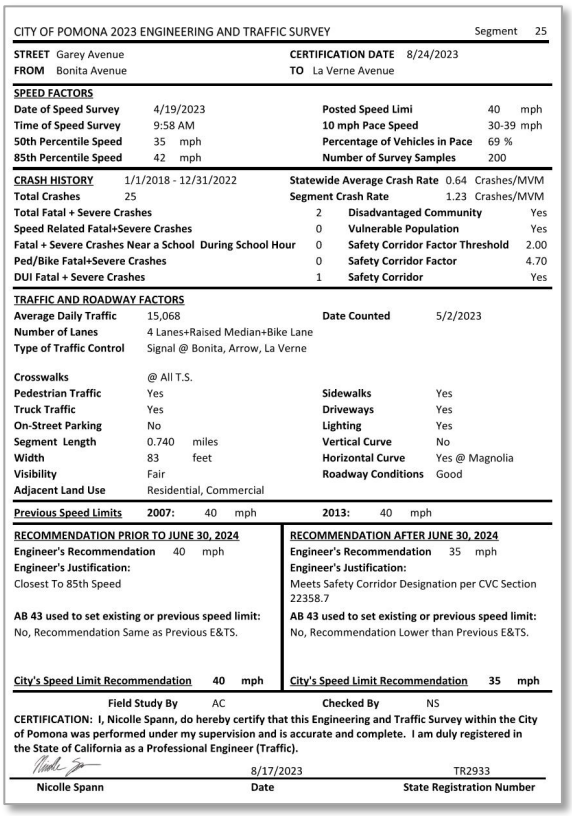
The following are completed projects and client information for which Willdan provided assessment engineering services in the past 3 years. We encourage you to contact these clients to discuss our capabilities.

Engineering and Traffic Survey

Client	*Contact*
City of Pomona 505 South Garey Avenue Pomona, CA 91766	**Ron Chan** Principal Traffic Engineer (909) 620-2286 Ronald.chan@pomonaca.gov

Dates	2023
Staff	▪ Jeffrey Lau ▪ Nicolle Spann ▪ City Traffic Counters

Willdan prepared an Engineering and Traffic (E&T) survey to recertify 134-segments in the City of Pomona. The E&T report included radar survey study, 24-hour counts, accident data analysis, review of existing and not readily apparent conditions and report documenting 85th and 50th percentile speeds and average speeds, as well as 10 mile per hour pace. Willdan also prepared an analysis of the city's collision data to identify safety corridors to make recommendations using AB43 changes effective after June 30, 2024. The E&T complied with current California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 2B.13 Guidelines and as required by the California Vehicle Code Section 627 and 40802. Some speed limit recommendations applied AB 43 to keep the existing or immediately prior posted speed limit. Willdan also attended the council meeting to present the recommendations and ensure the report was adopted.



CITY OF POMONA 2023 ENGINEERING AND TRAFFIC SURVEY — Segment 25

STREET Garey Avenue — **CERTIFICATION DATE** 8/24/2023
FROM Bonita Avenue — **TO** La Verne Avenue

SPEED FACTORS

Date of Speed Survey	4/19/2023	**Posted Speed Limi**	40 mph
Time of Speed Survey	9:58 AM	**10 mph Pace Speed**	30-39 mph
50th Percentile Speed	35 mph	**Percentage of Vehicles in Pace**	69 %
85th Percentile Speed	42 mph	**Number of Survey Samples**	200

CRASH HISTORY 1/1/2018 - 12/31/2022 — **Statewide Average Crash Rate** 0.64 Crashes/MVM

Total Crashes	25	**Segment Crash Rate**	1.23 Crashes/MVM
Total Fatal + Severe Crashes	2	**Disadvantaged Community**	Yes
Speed Related Fatal+Severe Crashes	0	**Vulnerable Population**	Yes
Fatal + Severe Crashes Near a School During School Hour	0	**Safety Corridor Factor Threshold**	2.00
Ped/Bike Fatal+Severe Crashes	0	**Safety Corridor Factor**	4.70
DUI Fatal + Severe Crashes	1	**Safety Corridor**	Yes

TRAFFIC AND ROADWAY FACTORS

Average Daily Traffic	15,068	**Date Counted**	5/2/2023
Number of Lanes	4 Lanes+Raised Median+Bike Lane		
Type of Traffic Control	Signal @ Bonita, Arrow, La Verne		
Crosswalks	@ All T.S.		
Pedestrian Traffic	Yes	**Sidewalks**	Yes
Truck Traffic	Yes	**Driveways**	Yes
On-Street Parking	No	**Lighting**	Yes
Segment Length	0.740 miles	**Vertical Curve**	No
Width	83 feet	**Horizontal Curve**	Yes @ Magnolia
Visibility	Fair	**Roadway Conditions**	Good
Adjacent Land Use	Residential, Commercial		

Previous Speed Limits **2007:** 40 mph **2013:** 40 mph

RECOMMENDATION PRIOR TO JUNE 30, 2024
Engineer's Recommendation 40 mph
Engineer's Justification:
Closest To 85th Speed
AB 43 used to set existing or previous speed limit:
No, Recommendation Same as Previous E&TS.
City's Speed Limit Recommendation **40 mph**

RECOMMENDATION AFTER JUNE 30, 2024
Engineer's Recommendation 35 mph
Engineer's Justification:
Meets Safety Corridor Designation per CVC Section 22358.7
AB 43 used to set existing or previous speed limit:
No, Recommendation Lower than Previous E&TS.
City's Speed Limit Recommendation **35 mph**

Field Study By AC — **Checked By** NS

CERTIFICATION: I, Nicolle Spann, do hereby certify that this Engineering and Traffic Survey within the City of Pomona was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Nicolle Spann — **Date** 8/17/2023 — **State Registration Number** TR2933

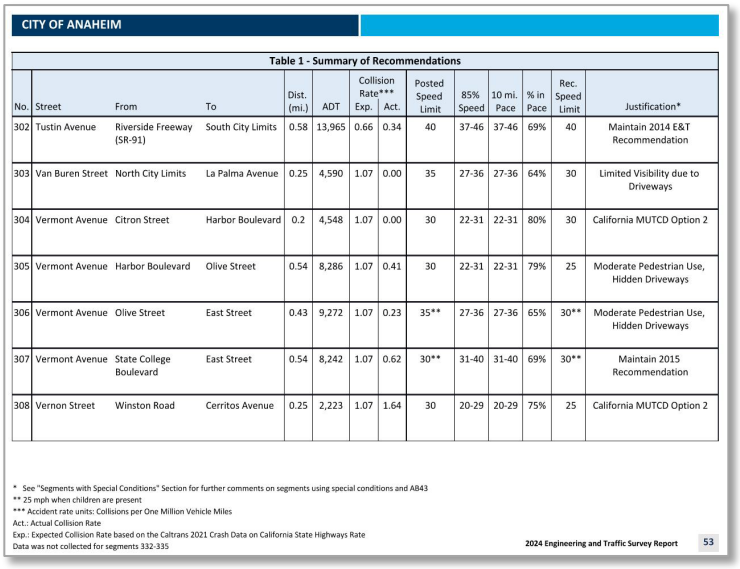
Sample E&T segment sheet with recommendations using AB 43 and Safety Corridors.

Engineering and Traffic Survey

Client	*Contact*
City of Anaheim 200 S. Anaheim Boulevard Anaheim, CA 92805	**Cory Wilkerson** Principal Transportation Planner (714) 765 5049 cwilkerson@anaheim.net

Dates	2024
Staff	▪ Jeffrey Lau ▪ Nicolle Spann ▪ Emilio Murga ▪ City Traffic Counters

Willdan provided professional traffic engineering services for an Engineering and Traffic Survey on 331 street segments citywide for the City of Anaheim. The E&T report included radar survey study, 24-hour counts, accident data analysis, review of existing and not readily apparent conditions and report documenting our approach and recommendations. Willdan also prepared work order sheets for each street segment identifying the location of speed limit signs, and speed limit pavement markings with changes called out on the maps. Some speed limit recommendations applied AB 43 to keep the existing or immediately prior posted speed limit. Willdan also attended the council meeting to present the recommendations and ensure the report was adopted.



CITY OF ANAHEIM

Table 1 - Summary of Recommendations

No.	Street	From	To	Dist. (mi.)	ADT	Collision Rate*** Exp.	Collision Rate*** Act.	Posted Speed Limit	85% Speed	10 mi. Pace	% in Pace	Rec. Speed Limit	Justification*
302	Tustin Avenue	Riverside Freeway (SR-91)	South City Limits	0.58	13,965	0.66	0.34	40	37-46	37-46	69%	40	Maintain 2014 E&T Recommendation
303	Van Buren Street	North City Limits	La Palma Avenue	0.25	4,590	1.07	0.00	35	27-36	27-36	64%	30	Limited Visibility due to Driveways
304	Vermont Avenue	Citron Street	Harbor Boulevard	0.2	4,548	1.07	0.00	30	22-31	22-31	80%	30	California MUTCD Option 2
305	Vermont Avenue	Harbor Boulevard	Olive Street	0.54	8,286	1.07	0.41	30	22-31	22-31	79%	25	Moderate Pedestrian Use, Hidden Driveways
306	Vermont Avenue	Olive Street	East Street	0.43	9,272	1.07	0.23	35**	27-36	27-36	65%	30**	Moderate Pedestrian Use, Hidden Driveways
307	Vermont Avenue	State College Boulevard	East Street	0.54	8,242	1.07	0.62	30**	31-40	31-40	69%	30**	Maintain 2015 Recommendation
308	Vernon Street	Winston Road	Cerritos Avenue	0.25	2,223	1.07	1.64	30	20-29	20-29	75%	25	California MUTCD Option 2

* See "Segments with Special Conditions" Section for further comments on segments using special conditions and AB43
** 25 mph when children are present
*** Accident rate units: Collisions per One Million Vehicle Miles
Act.: Actual Collision Rate
Exp.: Expected Collision Rate based on the Caltrans 2021 Crash Data on California State Highways Rate
Data was not collected for segments 332-335

2024 Engineering and Traffic Survey Report 53

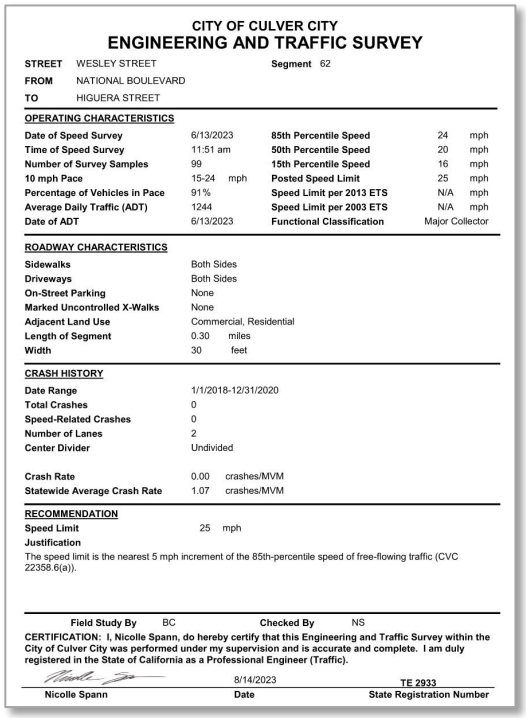
Sample Recommendation Summary Table

Engineering and Traffic Survey

Client	*Contact*
City of Culver City 9770 Culver Boulevard Culver City, CA 90232	**Thomas Check, PE, TE** Senior Traffic Engineer (310) 253-5657 Thomas.check@culvercity.org

Dates	2023
Staff	▪ Jeffrey Lau ▪ Nicolle Spann ▪ Bryan Cruz ▪ City Traffic Counters

Willdan provided professional traffic engineering services to Culver City for the preparation of an Engineering and Traffic Survey for 62 segments within the City. The E&T report included radar survey study, 24-hour counts, accident data analysis, review of existing and not readily apparent conditions and report documenting our approach and recommendations. Willdan also prepared work order sheets for each street segment identifying the location of speed limit signs with changes called out on the maps. Some speed limit recommendations applied AB 43 to keep the existing or immediately prior posted speed limit.



CITY OF CULVER CITY
ENGINEERING AND TRAFFIC SURVEY

STREET WESLEY STREET **Segment** 62
FROM NATIONAL BOULEVARD
TO HIGUERA STREET

OPERATING CHARACTERISTICS

Date of Speed Survey	6/13/2023	**85th Percentile Speed**	24	mph
Time of Speed Survey	11:51 am	**50th Percentile Speed**	20	mph
Number of Survey Samples	99	**15th Percentile Speed**	16	mph
10 mph Pace	15-24 mph	**Posted Speed Limit**	25	mph
Percentage of Vehicles in Pace	91 %	**Speed Limit per 2013 ETS**	N/A	mph
Average Daily Traffic (ADT)	1244	**Speed Limit per 2003 ETS**	N/A	mph
Date of ADT	6/13/2023	**Functional Classification**	Major Collector	

ROADWAY CHARACTERISTICS

Sidewalks	Both Sides
Driveways	Both Sides
On-Street Parking	None
Marked Uncontrolled X-Walks	None
Adjacent Land Use	Commercial, Residential
Length of Segment	0.30 miles
Width	30 feet

CRASH HISTORY

Date Range	1/1/2018-12/31/2020
Total Crashes	0
Speed-Related Crashes	0
Number of Lanes	2
Center Divider	Undivided
Crash Rate	0.00 crashes/MVM
Statewide Average Crash Rate	1.07 crashes/MVM

RECOMMENDATION

Speed Limit 25 mph

Justification

The speed limit is the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic (CVC 22358.6(a)).

Field Study By BC **Checked By** NS

CERTIFICATION: I, Nicolle Spann, do hereby certify that this Engineering and Traffic Survey within the City of Culver City was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

	8/14/2023	TE 2933
Nicolle Spann	**Date**	**State Registration Number**

Sample E&T segment sheet with recommendations using AB 43.

Appendix

Resumes

Resumes for our key personnel follow.

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

PROFESSIONAL CERTIFICATIONS

Traffic Engineer, California No. 2933

Civil Engineer, California No. 91787

Civil Engineer, Arizona No. 74660

Civil Engineer, New Mexico No.26862

10 YEARS OF EXPERIENCE

Nicolle Spann, PE, TE

Senior Engineer II

Project Manager

Nicolle Spann is a Senior Engineer with Willdan who specializes in traffic engineering investigations, transportation planning, and grant funding applications. She is knowledgeable in transportation engineering processes and their application to operating systems. Nicolle is experienced in traffic impact analyses, roadway safety studies, engineering and traffic surveys, traffic calming analysis, warrant analysis, preparing local road safety plans, signing and striping design, and traffic signal design. She is well-versed in the understanding and applying guidelines set forth in the Highway Capacity Manual (HCM), California Vehicle Code (CVC), and the California Manual on Uniform Traffic Control Devices (CA MUTCD) – the standard for traffic signs, road surface markings, and traffic signals in the U.S. state of California.

Nicolle has managed over 1,500 E&T street segments in the last seven years. She is well-versed in applying new guidelines set forth under AB-43 and has a vast understanding of the applications of the CVC and CA MUTCD regarding E&T Surveys.

Relevant Project Experience

Willdan has prepared Engineering and Traffic (E&T) Surveys for various municipal agencies throughout California. The E&T reports contained radar speed survey studies, average daily traffic counts, collision data analysis, and field reviews of existing and not readily apparent conditions. The speed surveys documented the 85th percentile speeds, 50th percentile speeds, and average speeds as well as 10 mile per hour pace. The E&T Surveys complied with the current California Manual of Uniform Traffic Control Devices (CA MUTCD) Section 2B.13 guidelines and as required by the California Vehicle Code Sections 627 and 40802. The final documents included existing and proposed speed recommendations. Nicolle has performed Engineering and Traffic Surveys for the following municipalities:

- **City of Anaheim – 331 segments**
- **City of Pomona – 134 segments**
- **City of Culver City – 62 segments**
- City of Arcadia – 53 segments
- City of Azusa – 48 segments
- City of Brea – 62 segments
- City of Compton – 70 segments
- City of Covina – 77 segments
- City of Inglewood – 76 segments
- City of La Canada Flintridge – 46 Segments
- City of La Quinta – 53, 2, 16, 8, 56 segments
- City of Norwalk – 36, 117 segments
- City of Paramount – 39 segments
- City of Rancho Palos Verdes – 27, 36 segments
- City of Red Bluff – 33 segments
- City of Ridgecrest – 48 segments
- City of Rolling Hills Estates – 24 segments
- City of San Bernardino – 103 segments
- City of Santa Paula – 37 segments
- City of Sierra Madre – 22 segments
- City of Temecula – 33, 54, 53, 42, 43, 59, 40, 22, 44 segments
- City of Tustin – 138, 7 segments
- City of West Covina – 195 segments
- County of Napa – 45, 56 segments

Jeffrey Lau, PE, TE, ENV SP

Deputy Director of Engineering

Job Title/Position

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

PROFESSIONAL CERTIFICATIONS

Traffic Engineer, California No. 2835

Civil Engineer, California No. 83887

Civil Engineer, Arizona No. 70072

Civil Engineer, Colorado No. 56366

Civil Engineer, Florida No. 91068

Civil Engineer, Nevada No. 28303

Civil Engineer, Minnesota No. 59453

Civil Engineer, Texas No. 140012

Civil Engineer, Washington No. 58065

Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 45376

21 YEARS OF EXPERIENCE

Jeff Lau is an accomplished engineer for multi-discipline and multi-agency traffic and transportation projects such as traffic signals, signing and striping, street lighting, and construction traffic control. He oversees transportation design for Willdan's traffic engineering group and manages a variety of large- to small-scale projects. His responsibilities include the coordination, analysis, and design of various transportation projects such as the preparation of plans, specifications and estimates (PS&E); field investigations; and traffic data collection. He has also assisted with traffic impact studies and analyses, plan reviews, and engineering and traffic survey updates. Jeff's extensive hands-on traffic engineering background encompasses designs for 400+ new and modified traffic signal installations, street lighting inventories for master plans, lighting design plans, street lighting conversions, and street lighting LED upgrades.

Jeff understands the importance of meeting schedules and developing the most cost-efficient projects to meet budgetary constraints. He has assisted clients with developing grant funding applications for various local, state, and federal grant programs – successfully securing funding through the Active Transportation Program (ATP) and the Highway Safety Improvement Program (HSIP).

Relevant Project Experience

Willdan has prepared Engineering and Traffic (E&T) Surveys for various municipal agencies throughout California. The E&T reports contained radar speed survey studies, average daily traffic counts, collision data analysis, and field reviews of existing and not readily apparent conditions. The speed surveys documented the 85th percentile speeds, 50th percentile speeds, and average speeds as well as 10 mile per hour pace. The E&T Surveys complied with the current California Manual of Uniform Traffic Control Devices (CA MUTCD) Section 2B.13 guidelines and as required by the California Vehicle Code Sections 627 and 40802. The final documents included existing and proposed speed recommendations. Jeff has performed Engineering and Traffic Surveys for the following municipalities:

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- City of West Covina – 195 segments
- County of Napa – 45, 56 segments

Evidence of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

11/9/2025

DATE (MM/DD/YYYY) 10/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Insurance Brokers,LLC
CA License #0B99399
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017
213-689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Allied World Surplus Lines Insurance Company	24319
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1513457
Willdan Engineering
2401 East Katella Avenue, Suite 300
Anaheim, CA 92806

COVERAGES **CERTIFICATE NUMBER:** 18804759 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Emp. Benefits Liab. X Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	N	N	P-630-A1178471-TIL-24	11/9/2024	11/9/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	810-A1161741-24-43-G	11/9/2024	11/9/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	UB-8Y032268-24-43-G	11/9/2024	11/9/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Arc/Eng. Prof.	N	N	0313-5950	11/9/2024	11/9/2025	Per Claim: $3,000,000 Aggregate: $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Proposal only.

CERTIFICATE HOLDER

18804759
Willdan Engineering
2401 East Katella Avenue
Suite 300
Anaheim, CA 92806

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Vendor Master File Form

Vendor Master File

Name: Willdan Engineering

Address: 650 E. Hospitality Lane, Suite 400

City, State, Zip: San Bernardino, CA 92408

Phone Number: (909) 386-0200

Contact Person: Nicolle Spann, PE, TE

Email Address: nspann@willdan.com

Business Description: On-Call Engineering and Traffic Surveys

Remittance Address (if different from above)

Name: Willdan Engineering

Address: 2401 E. Katella Avenue, Suite 300

City, State, Zip: Anaheim, CA 92806

Company License (if Applicable):

City: 20701143 State: 471566 Contractors: _____ DIR: 1000025452

Office Use Only

Vendor Number: _____

W-9 Attached: _____ Licenses Verified: _____

Comm/Serv: _____ E/X Code _____

W9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
WILLDAN ENGINEERING

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2401 E KATELLA AVE, SUITE 300

Requester's name and address (optional)

6 City, state, and ZIP code
ANAHEIM, CA 92806

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
9 5 – 2 2 9 5 8 5 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶** 1/19/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

City of Banning Business License

CITY OF BANNING BUSINESS LICENSE TAX CERTIFICATE

PLEASE POST IN A CONSPICUOUS PLACE
NOT TRANSFERABLE

Rate Type: Professionals

Business Name: WILLDAN ENGINEERING

Business Type: PROFESSIONAL & SEMI-PROFESSIONAL

Business Address: 2401 E KATELLA AVE STE 300
ANAHEIM, CA 92806-5939

Account Number: 20701143

Issue Date: 11/12/2024

Business Owner: WILLDAN GROUP, INC

Expiration Date: 11/11/2025

For all inquiries regarding this license, contact the HdL Business Support Center at (707) 387-9807.

City of Banning

99 East Ramsey Street, PO Box 998, Banning, CA 92220
Attn: Business Taxes Phone: (951) 922-3126 Fax: (951) 922-3165

BUSINESS TAX CERTIFICATE APPLICATION

Please Check One
New Application ☐
Change of Owner ☐
Change of Address ☐
Change of Business Name ☐
Home Occupation ☐

PLEASE TYPE OR PRINT CLEARLY

Business Name _____
Business Location _____
(Not P.O. Box) _____
Bus. Phone _____ Bus. Fax _____
Mailing Address _____
(If Different) _____
Email Address _____
Ownership ☐ Corporation ☐ Limited Liability Corp. ☐ Partnership ☐ Sole Proprietor ☐ Trust
(A Federal ID Number Is Required For All Business Types except Sole Proprietor)

Banning Start Date	Description of Business / Contractor Job

Business Type ☐ Retail / Wholesale Service ☐ Manufacturing ☐ Professional ☐ Contractor
State Lic. No. _____ License Type _____ Expiration date _____
Resale No. _____ Federal ID No. _____ State ID No. _____

OFFICIAL USE ONLY

Account No. _____
Expiration Date _____
License Tax $ _____
Penalty _____
Total Fee $ _____
Date Paid _____ ☐ Cash
Check No. _____ By _____

Reviewed and Approved by

Bus. Lic. Dept. _____/_____
Planning Dept. _____/_____
Bldg. & Safety Dept. _____/_____
Fire Dept. _____/_____
Public Works _____/_____
Home Occup. Permit Required- YES ☐ NO ☐

BELOW ENTER THE NAMES OF OWNERS, PARTNERS, OR CORPORATE OFFICERS – use additional sheets if necessary

Owner Name _____ Title _____ Phone ( ) _____
Home Address _____ Cell No. ( ) _____
(Street Number, Street Name, City, State, Zip)
Driver's Lic. No. _____ Social Security No. _____

Owner Name _____ Title _____ Phone ( ) _____
Home Address _____ Cell No. ( ) _____
(Street Number, Street Name, City, State, Zip)
Driver's Lic. No. _____ Social Security No. _____

In Case of Emergency, Please Contact (Required for In-Town Location)

Name _____ Title _____ Phone ( ) _____
Home Address _____ Cell No. ( ) _____
(Street Number, Street Name, City, State, Zip)

PLEASE COMPLETE THE FOLLOWING:

No. of Employees ☐
No. of Professionals ☐
No. of Non Professionals ☐
No. of Rental Units ☐
No. of Coin Operated Machines ☐

NOTE: Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest Board of Equalization office. For general information, please call the Board of equalization at 1-800-400-7115

CONTRACTORS- Please provide ONLY the number of employees working on the project here in the City of Banning.

PLEASE CALCULATE AMOUNT DUE BY ENTERING INFORMATION IN BOXES BELOW AND SIGN.

Business Tax $
Fire Inspection - $
Building Inspection - $
Home Occupation Fee - $
Other Fee - $
State CASp Fee - $ 4.00
TOTAL FEES - $

I understand that the acceptance of this application does not give me the right to occupy any building until I receive a Certificate of Occupancy. I declare under penalty of perjury, that I am authorized to complete this application and, that to the best of my knowledge, the Information provided herein is true and correct.

Date: _____ Title: _____
Signature: _____
Any Business License Applications/Renewals Submitted Without a Signature, Will Not Be Processed

NOTICE: Under Federal and State law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:
The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx
The Department of Rehabilitation at www.rehab.cahwnet.gov
The California Commission on Disability Access at www.ccda.ca.gov

Compliance with Presidential Executive Orders

COMPLIANCE WITH PRESIDENTIAL EXECUTIVE ORDERS IMPOSING SANCTIONS AGAINST THE RUSSIAN FEDERATION (RUSSIA)

Executive Order Nos. 13660, 13661, 13662, 13685, 13849, and 14065, and the Directives thereunder, (collectively "Orders"), impose economic sanctions against Russia ("Sanctions"), and establish prohibitions that include, but are not limited to:

(i) engaging in certain commercial transactions with a person or entity whose property or interest is blocked and/or who is listed on the Treasury Department's List of Specially Designated Nationals and Blocked Persons ("SDN List") or Sectoral Sanctions Identification List ("SSI List"); and

(ii) exporting or importing goods, services, or technology, to or from Crimea, or the Donetsk or Luhansk region, in Ukraine.

Please review the economic sanctions imposed in response to Russia's actions in Ukraine, including, but not limited to, the Orders, Directives, and sanctions identified on the U.S. Department of the Treasury website (or any successor website): https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions

Based on your review of the Sanctions and/or your personal knowledge, by signing below you certify that (i) no person, or entity or any owner thereof, submitting this bid or proposal, is a Blocked Person or is a person or entity listed on the SDN List or the SSI List; or is otherwise subject to any of the prohibitions created by the Sanctions or any of the Orders; and (ii) no performance required by a contract awarded by the City to the bidder or proposer signed for below will involve the prohibited exporting or importing of goods, services, or technology, to or from Crimea, or the Donetsk or Luhansk region, in Ukraine, or will otherwise involve conduct prohibited by any of the Sanctions.

Bidder/Proposer: _____

Willdan Engineering
Jeffrey Lau, PE, TE, ENV SP
Deputy Director of Engineering

Dated: March 11, 2025

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WILLDAN

650 E. Hospitality Lane, Suite 400
San Bernardino, CA 92408-3586
909.386.0200

www.willdan.com

March 11, 2025

City of Banning
Public Works Department
c/o Barbara Mason, Purchasing Manager
99 E. Ramsey Street
Banning, CA 92220

Subject: **Cost Proposal for On-Call Engineering and Traffic Surveys**
RFP-24-093

Willdan Engineering appreciates the opportunity to submit our cost proposal to the City of Banning for On-Call Engineering and Traffic Surveys. This fee proposal is valid for a period of 120 days from the date of signing.

Individual billing rates by job classification as well as overall costs for the project are both included. The fee breakdown, on the following page, is a not-to-exceed price; however, it includes two optional tasks. Total cost with the optional services is $35,957, without those two tasks, the total is $22,750. The expenses listed are for mileage while doing the field reviews.

Willdan has read and will comply with all terms and conditions of the RFP. If there are any questions regarding our qualifications or this submittal, please contact Nicolle Spann, our proposed Project Manager at nspann@willdan.com.

Respectfully submitted,
WILLDAN

Jeffrey Lau, PE, TE, ENV SP
Deputy Director of Engineering

CITY OF BANNING
2025 CITYWIDE ENGINEERING AND TRAFFIC SURVEY
PROPOSED PROJECT FEE
Tuesday, March 11, 2025

SUMMARY TASK	WILLDAN ENGINEERING				Estimated Hours	Expenses	City Traffic Counters (Subconsultant)	Estimated Cost
	Deputy Director of Engineering	Senior Engineer II	Assistant Engineer III	Technical Aide I				
	$243.00	$204.00	$166.00	$81.00				
Task 1 - Project Management								
Project Management		4.0			4.0	$ -	$ -	$ 816.00
Kick-off Meeting	1.0	1.0			2.0	$ -	$ -	$ 447.00
Subtotal	1.0	5.0	0.0	0.0	6.0	$ -	$ -	$ 1,263.00
Task 2 - Data Collection								
Radar Speed Surveys (43 Segments)		1.0		3.0	4.0	$ -	$ 4,300.00	$ 4,747.00
Radar Speed Re-Surveys (10 Segments)				1.0	1.0	$ -	$ 1,000.00	$ 1,081.00
ADT Data Collection (43 Segments)		1.0		2.0	3.0	$ -	$ 4,700.00	$ 5,066.00
Field Review			12.0		12.0	$ 207.00	$ -	$ 2,199.00
Crash Data Analysis		1.0		6.0	7.0	$ -	$ -	$ 690.00
Subtotal	0.0	3.0	12.0	12.0	27.0	$ 207.00	$ 10,000.00	$ 13,783.00
Task 3 - Speed Limit Analysis and Recommendation								
Speed Limit Recommendation Table		8.0			8.0	$ -	$ -	$ 1,632.00
Citywide Speed Limit Map		1.0		7.0	8.0	$ -	$ -	$ 771.00
Subtotal	0.0	9.0	0.0	7.0	16.0	$ -	$ -	$ 2,403.00
Task 4 - City Ordinance Preparation								
City Ordinance Preparation	1.0	8.0			9.0	$ -	$ -	$ 1,875.00
Subtotal	1.0	8.0	0.0	0.0	9.0	$ -	$ -	$ 1,875.00
Task 5 - E&T Survey Report								
Prepare Draft E&T Survey Report	1.0	6.0	2.0	8.0	17.0	$ -	$ -	$ 2,447.00
Prepare Final E&T Survey Report	1.0	2.0	1.0	2.0	6.0	$ -	$ -	$ 979.00
Subtotal	2.0	8.0	3.0	10.0	23.0	$ -	$ -	$ 3,426.00
TOTAL (Tasks 1 thru 5)	4.0	33.0	15.0	29.0	81.0	$ 207.00	$ 10,000.00	$ 22,750.00
Optional Task 6 - Safety Corridor								
Perform Safety Corridor Analysis	1.0	4.0		8.0	13.0	$ -	$ -	$ 1,707.00
Subtotal	1.0	4.0	0.0	8.0	13.0	$ -	$ -	$ 1,707.00
Optional Task 7 - Collector Street E&T Segments								
Data Collection (25 Segments)		2.0	8.0	8.0	18.0	$ 125.00	$ 5,200.00	$ 7,709.00
Speed Limit Analysis and Recommendation		6.0		6.0	12.0	$ -	$ -	$ 1,710.00
E&T Survey Report	1.0	5.0	2.0	6.0	14.0	$ -	$ -	$ 2,081.00
Subtotal	1.0	13.0	10.0	20.0	44.0	$ 125.00	$ -	$ 11,500.00
TOTAL INCLUDING OPTIONAL TASK (Tasks 1 thru 7)	6.0	50.0	25.0	57.0	138.0	$ 332.00	$ 10,000.00	$ 35,957.00

Notes:

* Additional E&T Survey Street Segments can be added for an additional $460 per location.

AGREEMENT FOR PROFESSIONAL SERVICES (C01143) FOR ON-CALL ENGINEERING AND TRAFFIC SURVEYS 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 (RFP #24-093) for the performance of the services for On-Call Engineering & Traffic Surveys 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
Jeffery Lau, PE,TE, ENV SP	Deputy Director of Engineering

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 Thirty-Five Thousand Nine Hundred Fifty-Seven Dollars ($35,957.00) (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 May 31, 2026 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: Patrick Safari City's Project Manager City of Banning 99 East Ramsey Street Banning, California 92220 Email: psafari@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com

If to Consultant: Attn: Jeffrey Lau
Deputy Director of Engineering
Willdan Engineering
650 E. Hospitality Lane, Suite 400
San Bernandino, CA 92408
Email: jlau@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
Acting City Manager

ATTEST:

Sandra Calderon Date
Acting Administrative City Clerk

APPROVED AS TO FORM:
SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

John O. Pinkney 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 On-Call Engineering & Traffic Survey prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

March 11, 2025

City of Banning
Public Works Department
c/o Barbara Mason, Purchasing Manager
99 E. Ramsey Street
Banning, CA 92220

Subject: **Cost Proposal for On-Call Engineering and Traffic Surveys**
RFP-24-093

Willdan Engineering appreciates the opportunity to submit our cost proposal to the City of Banning for On-Call Engineering and Traffic Surveys. This fee proposal is valid for a period of 120 days from the date of signing.

Individual billing rates by job classification as well as overall costs for the project are both included. The fee breakdown, on the following page, is a not-to-exceed price; however, it includes two optional tasks. Total cost with the optional services is $35,957, without those two tasks, the total is $22,750. The expenses listed are for mileage while doing the field reviews.

Willdan has read and will comply with all terms and conditions of the RFP. If there are any questions regarding our qualifications or this submittal, please contact Nicolle Spann, our proposed Project Manager at nspann@willdan.com.

Respectfully submitted,
WILLDAN

Jeffrey Lau, PE, TE, ENV SP
Deputy Director of Engineering

CITY OF BANNING
2025 CITYWIDE ENGINEERING AND TRAFFIC SURVEY
PROPOSED PROJECT FEE
Tuesday, March 11, 2025

SUMMARY TASK	WILLDAN ENGINEERING				Estimated Hours	Expenses	City Traffic Counters (Subconsultant)	Estimated Cost
	Deputy Director of Engineering	Senior Engineer II	Assistant Engineer III	Technical Aide I				
	$243.00	$204.00	$166.00	$81.00				
Task 1 - Project Management								
Project Management		4.0			4.0	$ -	$ -	$ 816.00
Kick-off Meeting	1.0	1.0			2.0	$ -	$ -	$ 447.00
Subtotal	**1.0**	**5.0**	**0.0**	**0.0**	**6.0**	$ -	$ -	$ 1,263.00
Task 2 - Data Collection								
Radar Speed Surveys (43 Segments)		1.0		3.0	4.0	$ -	$ 4,300.00	$ 4,747.00
Radar Speed Re-Surveys (10 Segments)				1.0	1.0	$ -	$ 1,000.00	$ 1,081.00
ADT Data Collection (43 Segments)		1.0		2.0	3.0	$ -	$ 4,700.00	$ 5,066.00
Field Review			12.0		12.0	$ 207.00	$ -	$ 2,199.00
Crash Data Analysis		1.0		6.0	7.0	$ -	$ -	$ 690.00
Subtotal	**0.0**	**3.0**	**12.0**	**12.0**	**27.0**	$ 207.00	$ 10,000.00	$ 13,783.00
Task 3 - Speed Limit Analysis and Recommendation								
Speed Limit Recommendation Table		8.0			8.0	$ -	$ -	$ 1,632.00
Citywide Speed Limit Map		1.0		7.0	8.0	$ -	$ -	$ 771.00
Subtotal	**0.0**	**9.0**	**0.0**	**7.0**	**16.0**	$ -	$ -	$ 2,403.00
Task 4 - City Ordinance Preparation								
City Ordinance Preparation	1.0	8.0			9.0	$ -	$ -	$ 1,875.00
Subtotal	**1.0**	**8.0**	**0.0**	**0.0**	**9.0**	$ -	$ -	$ 1,875.00
Task 5 - E&T Survey Report								
Prepare Draft E&T Survey Report	1.0	6.0	2.0	8.0	17.0	$ -	$ -	$ 2,447.00
Prepare Final E&T Survey Report	1.0	2.0	1.0	2.0	6.0	$ -	$ -	$ 979.00
Subtotal	**2.0**	**8.0**	**3.0**	**10.0**	**23.0**	$ -	$ -	$ 3,426.00
TOTAL (Tasks 1 thru 5)	**4.0**	**33.0**	**15.0**	**29.0**	**81.0**	$ 207.00	$ 10,000.00	$ 22,750.00
Optional Task 6 - Safety Corridor								
Perform Safety Corridor Analysis	1.0	4.0		8.0	13.0	$ -	$ -	$ 1,707.00
Subtotal	**1.0**	**4.0**	**0.0**	**8.0**	**13.0**	$ -	$ -	$ 1,707.00
Optional Task 7 - Collector Street E&T Segments								
Data Collection (25 Segments)		2.0	8.0	8.0	18.0	$ 125.00	$ 5,200.00	$ 7,709.00
Speed Limit Analysis and Recommendation		6.0		6.0	12.0	$ -	$ -	$ 1,710.00
E&T Survey Report	1.0	5.0	2.0	6.0	14.0	$ -	$ -	$ 2,081.00
Subtotal	**1.0**	**13.0**	**10.0**	**20.0**	**44.0**	$ 125.00	$ -	$ 11,500.00
TOTAL INCLUDING OPTIONAL TASK (Tasks 1 thru 7)	**6.0**	**50.0**	**25.0**	**57.0**	**138.0**	$ 332.00	$ 10,000.00	$ 35,957.00

Notes:

* Additional E&T Survey Street Segments can be added for an additional $460 per location.

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 following 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

CITY OF BANNING
2025 CITYWIDE ENGINEERING AND TRAFFIC SURVEY
PROPOSED PROJECT FEE
Tuesday, March 11, 2025

SUMMARY TASK	WILLDAN ENGINEERING				Estimated Hours	Expenses	City Traffic Counters (Subconsultant)	Estimated Cost
	Deputy Director of Engineering	Senior Engineer II	Assistant Engineer III	Technical Aide I				
	$243.00	$204.00	$166.00	$81.00				
Task 1 - Project Management								
Project Management		4.0			4.0	$ -	$ -	$ 816.00
Kick-off Meeting	1.0	1.0			2.0	$ -	$ -	$ 447.00
Subtotal	1.0	5.0	0.0	0.0	6.0	$ -	$ -	$ 1,263.00
Task 2 - Data Collection								
Radar Speed Surveys (43 Segments)		1.0		3.0	4.0	$ -	$ 4,300.00	$ 4,747.00
Radar Speed Re-Surveys (10 Segments)				1.0	1.0	$ -	$ 1,000.00	$ 1,081.00
ADT Data Collection (43 Segments)		1.0		2.0	3.0	$ -	$ 4,700.00	$ 5,066.00
Field Review			12.0		12.0	$ 207.00	$ -	$ 2,199.00
Crash Data Analysis		1.0		6.0	7.0	$ -	$ -	$ 690.00
Subtotal	0.0	3.0	12.0	12.0	27.0	$ 207.00	$ 10,000.00	$ 13,783.00
Task 3 - Speed Limit Analysis and Recommendation								
Speed Limit Recommendation Table		8.0			8.0	$ -	$ -	$ 1,632.00
Citywide Speed Limit Map		1.0		7.0	8.0	$ -	$ -	$ 771.00
Subtotal	0.0	9.0	0.0	7.0	16.0	$ -	$ -	$ 2,403.00
Task 4 - City Ordinance Preparation								
City Ordinance Preparation	1.0	8.0			9.0	$ -	$ -	$ 1,875.00
Subtotal	1.0	8.0	0.0	0.0	9.0	$ -	$ -	$ 1,875.00
Task 5 - E&T Survey Report								
Prepare Draft E&T Survey Report	1.0	6.0	2.0	8.0	17.0	$ -	$ -	$ 2,447.00
Prepare Final E&T Survey Report	1.0	2.0	1.0	2.0	6.0	$ -	$ -	$ 979.00
Subtotal	2.0	8.0	3.0	10.0	23.0	$ -	$ -	$ 3,426.00
TOTAL (Tasks 1 thru 5)	4.0	33.0	15.0	29.0	81.0	$ 207.00	$ 10,000.00	$ 22,750.00
Optional Task 6 - Safety Corridor								
Perform Safety Corridor Analysis	1.0	4.0		8.0	13.0	$ -	$ -	$ 1,707.00
Subtotal	1.0	4.0	0.0	8.0	13.0	$ -	$ -	$ 1,707.00
Optional Task 7 - Collector Street E&T Segments								
Data Collection (25 Segments)		2.0	8.0	8.0	18.0	$ 125.00	$ 5,200.00	$ 7,709.00
Speed Limit Analysis and Recommendation		6.0		6.0	12.0	$ -	$ -	$ 1,710.00
E&T Survey Report	1.0	5.0	2.0	6.0	14.0	$ -	$ -	$ 2,081.00
Subtotal	1.0	13.0	10.0	20.0	44.0	$ 125.00	$ -	$ 11,500.00
TOTAL INCLUDING OPTIONAL TASK (Tasks 1 thru 7)	6.0	50.0	25.0	57.0	138.0	$ 332.00	$ 10,000.00	$ 35,957.00

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 schedule attached as Exhibit D-1.

II. **The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.**

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Robert Fisher, Acting City Manager**

PREPARED BY: **Barbara Mason, Chief Procurement Officer**
Michelle Green, Acting Administrative Services Director

MEETING DATE: **April 22, 2025**

SUBJECT:
Consideration of Resolution 2025-50, Approving Amendment #3 to Eide Bailly Year-End Close Services Contract to Increase Total Not-To-Exceed Amount from $125,000 to $200,000

RECOMMENDATION:

Adopt Resolution 2025-50.

BACKGROUND:

City Council approved a contract with Eide Bailly to assist staff with year-end close services in the amount of $75,000. The original contract was to allow the Administrative Services Director time to perform the Council assigned Citywide Forensic Investigation. On January 28, 2025, staff requested an Amendment No.1 in the amount $50,000 to the not-to-exceed amount as the Finance Department was short-staffed.

JUSTIFICATION:

The Finance Department now has added staff shortages and this contract has helped offset the productivity needed to help ensure that errors identified in the prior year's financial statement audit are corrected and that all balance sheet accounts are reconciled properly. The services provided help to give confidence in the accuracy of the City's financial position and should allow for an efficient external audit.

FISCAL IMPACT:

This amendment will be funded from salary savings from our vacant Budget & Financial Analyst position (001-1900-412.10-10). We are actively recruiting for that position, but it will be at least two months to onboard and the position has been vacant for three months.

ALTERNATIVES:

Do not approve Resolution 2025-50 and provide alternative direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. CC Resolution No. 2024-073.pdf
2. CC Resolution No. 2025-011.pdf
3. Amendment No.3 PSA (C001019) Eide Bailley PSA for Year End Closing Processes.docx
4. RESOLUTION_2025-50-Amend 3 - Year End Close and Advisory Services Contract with Eide Bailly.docx

RESOLUTION 2024-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT (C01019) FOR YEAR-END CLOSE AND ADVISORY SERVICES WITH EIDE BAILLY LLP FOR A NOT-TO-EXCEED TOTAL OF $75,000 WITH A TERM FROM EXECUTION THROUGH DECEMBER 31, 2024

WHEREAS, the City Council authorized the Finance Department to add an additional temporary staff or consultant to help cover department Director level activities while the Administrative Services Director completes a Citywide Forensic Investigation; and

WHEREAS, Eide Bailly LLP offers consulting services to assist with year-end close processes, finding efficiencies for that process, and documenting and training staff on the procedures implemented; and

WHEREAS, the consulting division of Eide Bailly is separate from the audit and attest division and qualifies as independent according to Generally Accepted Accounting Principles, including Governmental Accounting Standards, and Statements on Standards for Attestation Engagements and Statements on Standards for Consulting Services as promulgated by the American Institute of Certified Public Accountants (AICPA); and

WHEREAS, Eide Bailly will assist in the development of modified or enhanced reconciliation processes and related templates, provide assistance with enhancements to or preparation of year-end Provided By Client (PBC) schedules to facilitate a timelier yearend close process, provide assistance with the development and implementation of a structured internal review process in the City's Finance Department for key transactions and year-end PBC schedules, provide assistance with the year-end close process for the fiscal year ending June 30, 2024, and provide training for City staff on use of the processes, templates, and schedules developed as part of this engagement.

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

SECTION 1. The City Council approves the Professional Services Agreement, attached hereto as Exhibit A, with Eide Bailly LLP for a not-to-exceed total of $75,000, and authorizes the City Manager to make necessary non-substantive changes and to execute said Agreement.

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 14th day of May 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-73, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES: Happe, Minjares, Sanchez, and Wallace.

NOES: Flynn.

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

Agreement for Professional Services (C01019) for
Financial Year End Closeout Processes (Eide Bailly LLP)

AGREEMENT FOR PROFESSIONAL SERVICES (C01019) FOR FINANCIAL YEAR END CLOSEOUT PROCESSES BY AND BETWEEN CITY OF BANNING AND EIDE BAILLY LLP

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 Eide Bailly LLP, a Limited Liability Partnership ("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 a proposal for the performance of the services for Financial Year End Closeout Processes 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 the American Institute of Certified Public Accountants (AICPA).

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.

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, or other communication charges, and vehicles.

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.

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
Roger Alfaro, CPA	Partner

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, which shall not unreasonably be withheld. 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.

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, except as noted in Exhibit A. 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.

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 **Exhibit C-1** and the not-to-exceed sub-budget 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 Seventy-Five Thousand Dollars ($75,000.00) (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, 2024, 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 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 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 legally allowed 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 Reserved

4.7 Not used. 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 seven (7) 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 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 provide such proof 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) Indemnities. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, 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 "Claims"), 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, and attributable to the fault of Consultant. Consultant's total liability to the Indemnitees and anyone claiming by, through, or under the Indemnitees, shall not exceed to the percentage share that Consultant's negligence bears to the total negligence of the Indemnitees, Consultant, and all other negligent entities and individuals, as determined by court decision or by the agreement of the Parties.

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 indemnities, Consultant shall be fully responsible and indemnify and hold harmless the Indemnitees from and against any and all Claims, in 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, contractors 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, and attributable to the fault of Consultant's sub-contractors and any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Consultant's total liability to the Indemnitees and anyone claiming by, through, or under the Indemnitees, shall not exceed to the percentage share that

Consultant's sub-contractors' and any other person's or entity's involved by, for, with or on behalf of Consultant negligence bears to the total negligence of the Indemnitees, Consultant, and all other negligent entities and individuals, 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 specifically prepared by Consultant, its employees, sub-contractors and agents for and required to be delivered to City under this Agreement (the "Consultant Documents") 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 specifically prepared by them which are required to be delivered to City under this Agreement; 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, unless required by law or applicable professional standards.

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, if lawful.

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, if lawful. 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.

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 and Consultant shall not be required to continue to perform until the matter is resolved. 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 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.

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.

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: Lincoln Bogard Deputy City Manager/Admin Svcs. Director City of Banning 99 East Ramsey Street Banning, California 92220 Email: lbogard@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: Roger Alfario Partner Eide Bailly LLP 10681 Foothill Blved, Ste.300 Rancho Cucamonga, CA 91730 Email: ralfaro@eidebailly.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

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT: EIDE BAILLY LLP

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 Financial Year End Closing Processes prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

EideBailly

CPAs & BUSINESS ADVISORS

April 22, 2024

Lincoln Bogard
Deputy City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

This letter outlines the understanding of the terms and objectives of the consulting engagement between Eide Bailly LLP (Eide Bailly) and the City of Banning, California (you).

Scope of Engagement

We will work with you to provide consulting services in connection with year-end close services, to include:

- Development of modified or enhanced reconciliation processes and related templates.
- Assistance with enhancements to or preparation of year-end PBC schedules to facilitate a timelier year-end close process.
- Assistance with the development and implementation of a structured internal review process in the City's Finance Department for key transactions and year-end PBC schedules.
- Assistance with the year-end close process for the fiscal year ending June 30, 2024, and training for City staff on use of the processes, templates, and schedules developed as part of this engagement.

Our engagement will be performed under the *Statements on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation, or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statements on Standards for Attestation Engagements* and assume no responsibility for any such information.

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct, and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

We agree to retain our work papers for a period of at least eight years from the date of our report.

Timeline

We will begin our work upon acceptance of this engagement agreement. We would expect to have our work completed by December 31, 2024. This timetable assumes the timely receipt of requested information and the cooperation of the parties involved. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

Fees

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Eide Bailly is conscious of our clients' desire to achieve results at a reasonable cost, and we are mindful of that when choosing which level of staff to assign to an engagement. We estimate that our fees for the engagement will not exceed $75,000. Actual costs will be dependent on the actual hours required to complete the assigned tasks. If the scope of work is determined to be significantly different than anticipated, we will communicate with you prior to undertaking additional tasks so that there are no surprises. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Invoices are payable upon presentation.

Our work will be billed at the rates shown in the table below.

Staff Level	Hourly Rates
Partner	$371
Director	$350
Senior Manager	$318
Manager	$265
Supervisor	$235
Senior Associate	$201
Associate	$159

We recognize that clients want to control the cost of multi-year contracts by providing transparency on the front end regarding future rate increases. We adjust our rates on August 1st of each year. On August 1 of each year that you continue your relationship with the firm, the fixed amount and standard rate schedule shown above will be adjusted by the annual change in related labor costs for your area as of the preceding May 1st.

The ability to perform and complete our engagement consistent with the estimated fees included above depends upon the quality of your underlying accounting records and any other information required for the completion of our work, as well as the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information we will require to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain engagement documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such engagement documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other

proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our work is completed, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

The City of Banning accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.
- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing services for the City of Banning.

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.

EXHIBIT "B"
SPECIAL REQUIREMENTS

NONE REQUIRED

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") not to exceed the rates as stated in 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.

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

Staff Level	Hourly Rates
Partner	$371
Director	$350
Senior Manager	$318
Manager	$265
Supervisor	$235
Senior Associate	$201
Associate	$159

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products as determined in the initial 'kick-off' meeting between City and Consultant.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Timeline

We will begin our work upon acceptance of this engagement agreement. We would expect to have our work completed by December 31, 2024. This timetable assumes the timely receipt of requested information and the cooperation of the parties involved. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

RESOLUTION 2025-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO.2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR YEAR-END CLOSE AND ADVISORY SERVICES WITH EIDE BAILLY FOR A REVISED NOT-TO-EXCEED TOTAL OF $125,000

WHEREAS, Eide Bailly offers consulting services to assist with year-end close processes, finding efficiencies for that process, and documenting and training staff on the procedures implemented; and

WHEREAS, the consulting division of Eide Bailly is separate from the audit and attest division and qualifies as independent according to Generally Accepted Accounting Principles, including Governmental Accounting Standards, and Statements on Standards for Attestation Engagements and Statements on Standards for Consulting Services as promulgated by the American Institute of Certified Public Accountants (AICPA); and

WHEREAS, City Council approved, by Resolution No. 2024-073, a Professional Services Agreement with Eide Bailly on May 14, 2024 in the amount not-to-exceed of $75,000 to assist staff with year-end close services; and

WHEREAS, the City Manager authorized Amendment No.1 to extend the Professional Services Agreement through December 31, 2025; and

WHEREAS, Eide Bailly continues to assist in the development of modified or enhanced reconciliation processes and related templates, provide assistance with enhancements to or preparation of year-end Provided By Client (PBC) schedules to facilitate a timelier yearend close process, provide assistance with the development and implementation of a structured internal review process in the City's Finance Department for key transactions and year-end PBC schedules, provide assistance with the year-end close process for the fiscal year ending June 30, 2024, and provide training for City staff on use of the processes, templates, and schedules developed as part of this engagement.

WHEREAS, the City's Finance Department is understaffed and these services have assisted to offset this staffing shortage to include addressing any corrections to the prior year financial statements and that all balance sheet accounts are reconciled properly.

WHEREAS, Staff is now requesting approval of Amendment No.2 to the Professional Services Agreement to add additional funds in the amount not-to-exceed $50,000.

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

SECTION 1. The City Council approves Amendment No.2 to the Professional Services Consulting Agreement with Eide Bailly to add additional compensation in the amount of $50,000 for a revised not-to-exceed total of $125,000 and authorizes the City Manager to make necessary non-substantive changes to Amendment No.2.

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 28th day of January, 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 2024-11, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 28th day of January, 2025 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment No. 2 Eide Bailly

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR (C01019) FOR FINANCIAL YEAR END CLOSEOUT PROCESSES BY AND BETWEEN CITY OF BANNING AND EIDE BAILLY LLP

THIS AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and Eide Bailly LLP, a Limited Liability Partnership ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated May 14, 2024 for the purpose of providing Financial Year End Closeout Processes Services ("Agreement").

B. City and Consultant have entered into Amendment No. 1 to the Agreement dated December 31, 2024 to extend the Term of the Agreement to December 31, 2025.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum to One Hundred Twenty-Five Thousand Dollars ($125,000.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 2 shall not exceed Fifty Thousand Dollars ($50,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Hundred Twenty-Five Thousand Dollars ($125,000.00).

2. Miscellaneous Provisions

   2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement as amended by Amendment Nos. 1 and 2, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 2. In the event of a conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement or Amendments No. 1 through 2, the provisions of this Amendment No. 2 shall control.

   2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 2.

   2.3 Authority. The persons executing this Amendment No. 2 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 Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. **2** may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 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.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 2 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
_____	_____
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	_____ NAME: TITLE:

ATTEST:

_____

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:

_____

City Attorney

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.

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT FOR (C01019) FOR FINANCIAL YEAR END CLOSEOUT PROCESSES BY AND BETWEEN CITY OF BANNING AND EIDE BAILLY LLP

THIS AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and Eide Bailly LLP, a Limited Liability Partnership ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated May 14, 2024 for the purpose of providing Financial Year End Closeout Processes Services ("Agreement") as approved by Resolution 2024-073.

B. City and Consultant have entered into Amendment No. 1 to the Agreement dated December 31, 2024 to extend the Term of the Agreement to December 31, 2025.

C. City and Consultant have entered into Amendment No. 2 to the Agreement dated January 28, 2025 to increase the Contract Sum to One Hundred Twenty-Five Thousand Dollars ($125,000.00) as approved by Resolution 2025-11.

D. City and Consultant now desire to amend the Agreement to increase the Contract Sum to Two Hundred Thousand Dollars ($200,000.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 3 shall not exceed Seventy-Five Thousand Dollars ($75,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Two Hundred Thousand Dollars ($200,000.00).

2. Miscellaneous Provisions

   2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement as amended by Amendment Nos. 1, 2, and 3, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 3. In the event of a conflict between the provisions of this Amendment

No. 3 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 3 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 3.

2.3 Authority. The persons executing this Amendment No. 3 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 Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. **3** may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 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.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 3 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
_____	_____
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	_____ NAME: TITLE:
ATTEST:	
_____	
Vickie Sellers, City Clerk	
APPROVED AS TO FORM:	
_____	
City Attorney	

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.

RESOLUTION 2025-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO.3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR YEAR-END CLOSE AND ADVISORY SERVICES WITH EIDE BAILLY FOR A REVISED NOT-TO-EXCEED TOTAL OF $200,000

WHEREAS, Eide Bailly offers consulting services to assist with year-end close processes and additional accounting processes, finding efficiencies for those processes, and documenting and training staff on the procedures implemented; and

WHEREAS, the consulting division of Eide Bailly is separate from the audit and attest division and qualifies as independent according to Generally Accepted Accounting Principles, including Governmental Accounting Standards, and Statements on Standards for Attestation Engagements and Statements on Standards for Consulting Services as promulgated by the American Institute of Certified Public Accountants (AICPA); and

WHEREAS, City Council approved, by Resolution No. 2024-073, a Professional Services Agreement with Eide Bailly on May 14, 2024 in the amount not to exceed $75,000 to assist staff with year-end close services; and

WHEREAS, the City Manager authorized Amendment No.1 to extend the Professional Services Agreement through December 31, 2025; and

WHEREAS, City Council approved, by Resolution No. 2025-11, an amendment to the Professional Services Agreement with Eide Bailly on January 28, 2025 in the amount not to exceed $50,000 to assist staff with year-end close services; and

WHEREAS, Eide Bailly continues to assist in the development of modified or enhanced reconciliation processes and related templates, provide assistance with enhancements to or preparation of year-end Provided By Client (PBC) schedules to facilitate a timelier yearend close process, provide assistance with the development and implementation of a structured internal review process in the City's Finance Department for key transactions and year-end PBC schedules, provide assistance with the year-end close process for the fiscal year ending June 30, 2025, assist with additional accounting processes and provide training for City staff on use of the processes, templates, and schedules developed as part of this engagement.

WHEREAS, the City's Finance Department is understaffed and these services have assisted with offsetting this staffing shortage to include addressing any corrections to the prior year financial statements and that all balance sheet accounts are reconciled properly and allowing staff to bring current the backlog that has resulted due to being understaffed.

WHEREAS, Staff is now requesting approval of Amendment No.3 to the Professional Services Agreement to add additional funds in the amount not-to-exceed $75,000.

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

SECTION 1. The City Council approves Amendment No.3 to the Professional Services Consulting Agreement with Eide Bailly to add additional compensation in the amount of $75,000

for a revised not-to-exceed total of $200,000 and authorizes the City Manager to make necessary non-substantive changes to Amendment No.3.

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 22nd day of April 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon,
Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkney, Interim City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-50, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of April 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon,
Acting Administrative City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Barbara Mason, Chief Procurement Officer** **Michelle Green, Interim Administrative Services Director**
MEETING DATE:	**April 22, 2025**
SUBJECT:	**Consideration of Resolution 2025-51, Approving an Amendment No. 3 to the Professional Services Agreement (C00853) with Eide Bailly for External Audit Services for Fiscal Year 2023-24 Cost Overruns in the Amount of $99,500 after 23 Percent Discount.**

RECOMMENDATION:

Adopt Resolution 2025-51

BACKGROUND:

In accordance with the engagement letter for the fiscal year ended June 30, 2024, if unexpected circumstances arose during the audit, Eide Bailly would discuss them with the City and arrive at a new fee estimate. During the current year audit, the time incurred to perform required audit procedures, combined with an increased risk relating to prior year material weaknesses and audit findings, has exceeded original estimates in multiple audit areas, including inventory, capital assets, interfund balances, long-term debt, receivables/revenue, expenditures and pensions/OPEB.

JUSTIFICATION:

Throughout the audit process we have coordinated with Audit staff. They have allowed the City to research matters and revise year-end schedules, reviewed support and modified their procedures. As the City continues to research and address items, modifications to the overall timeline are noted, and more detailed assistance has been required from higher level engagement team staff; Government Accounting Standard 100 – Accounting Changes and Error Corrections will be effective for the Fiscal Year 2023-24 audit and staff requested a more thorough review by the auditors in its first contract year due to prior financial misstatement items identified by Finance staff during the Fiscal Year 2023-24 audit and the upcoming implementation of said Standard.

FISCAL IMPACT:

$99,500 in Fiscal Year 2024-25. Some savings are likely to be realized in future years of the contract. This will be appropriated and paid out of general ledger account 705-4500-412.33-11 for Professional Services.

ALTERNATIVES:

Do not adopt Resolution 2025-51 and provide alternative direction to staff.

BUDGETED?:
No

CONTRACT/AGREEMENT:
Yes

ATTACHMENTS:
1. CC Resolution No. 2023-128.pdf
2. CC Resolution No. 2024-072.pdf
3. CC_Resolution_No._2024-138.pdf
4. Proposal.pdf
5. Amendment No.3 to Auditing PSA.docx
6. Banning_-_CC_Resolution_2025-51_Amendment_No._3_to_PSA_for_External_Audit_Services_with_Eide_Baill.docx

RESOLUTION 2023-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT (C00853) WITH EIDE BAILLY LLP TO PROVIDE EXTERNAL AUDITING SERVICES FOR A TERM OF THREE YEARS WITH AN OPTION TO EXTEND TWO ADDITIONAL YEARS

WHEREAS, the City contracted with CliftonLarsonAllen LLP (CLA) to perform external auditing services for the past two years with an option to extend for another three years; and

WHEREAS, CLA did not meet the City's expectations for the Fiscal Year 2021-22 Annual Comprehensive Financial Report due to short-staffing; and

WHEREAS, the City provided notice of cancelation of the CLA Agreement and non-renewal; and

WHEREAS, the City Council now wishes to approve a Professional Services Agreement (C00853) with Eide Bailly LLP for three fiscal years with an option to extend two additional years.

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

SECTION 1. The City Council approves the Professional Services Agreement (C00853) with Eide Bailly LLP included herein as Exhibit A.

SECTION 2. Authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement with Eide Bailly LLP for each of the following five years in the event that the contract renewal option is acceptable to the City.

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 27th day of June 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-128, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of June 2023 by the following vote, to wit:

AYES: Flynn, Minjares, Sanchez, and Wallace.

NOES:

ABSENT: Gonzales.

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A
Draft Agreement

AGREEMENT FOR PROFESSIONAL SERVICES (C00853) FOR FINANCIAL AUDITING SERVICES BY AND BETWEEN CITY OF BANNING AND EIDE BAILLY LLP

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 Eide Bailly LLP, a Limited Liability Partnership ("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 (RFP No.23-029), the performance of the services for Financial Auditing 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 the American Institute of Certified Public Accountants (AICPA). This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit B hereto.

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
Roger Alfaro, CPA	Partner

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, which shall not unreasonably be withheld. 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.

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.

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 **Exhibit C-1** and the not-to-exceed sub-budget 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 One Hundred Twenty-One Thousand Three Hundred Dollars ($121,300.00) (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 June 30, 2024 to continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, with the option to extend for four (4) additional one-year terms unless sooner terminated as provided in Article 6 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 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 legally allowed 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.

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 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 provide such proof 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) Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, hold harmless and indemnify 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 "Claims"), 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, except for Claims arising from the negligence or misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

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.3.

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 indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities and Claims, in 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, contractors 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 except for Liabilities and Claims arising from the negligence or misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

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") specifically prepared by Consultant, its employees, sub-contractors and agents for and required to be delivered to City under 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 specifically prepared by them which are required to be delivered to City under this Agreement; 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, unless required by law or applicable professional standards.

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, if lawful.

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, if lawful. 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 and Consultant shall not be required to continue to perform until the matter is resolved. 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.

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: Lincoln Bogard Deputy City Manager/Admin Svcs. Director City of Banning 99 East Ramsey Street Banning, California 92220 Email: lbogard@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: Roger Alfario Partner Eide Bailly LLC 10681 Foothill Blved, Ste.300 Rancho Cucamonga, CA 91730 Email: ralfaro@eidebailly.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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT: EIDE BAILLY LLP

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 Financial Auditing 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:

V.B Proposal

A. Statement of Understanding and Approach

UNDERSTANDING YOUR NEEDS

Professional Services Requested

Based on the issued RFP, we understand your needs as outlined below:

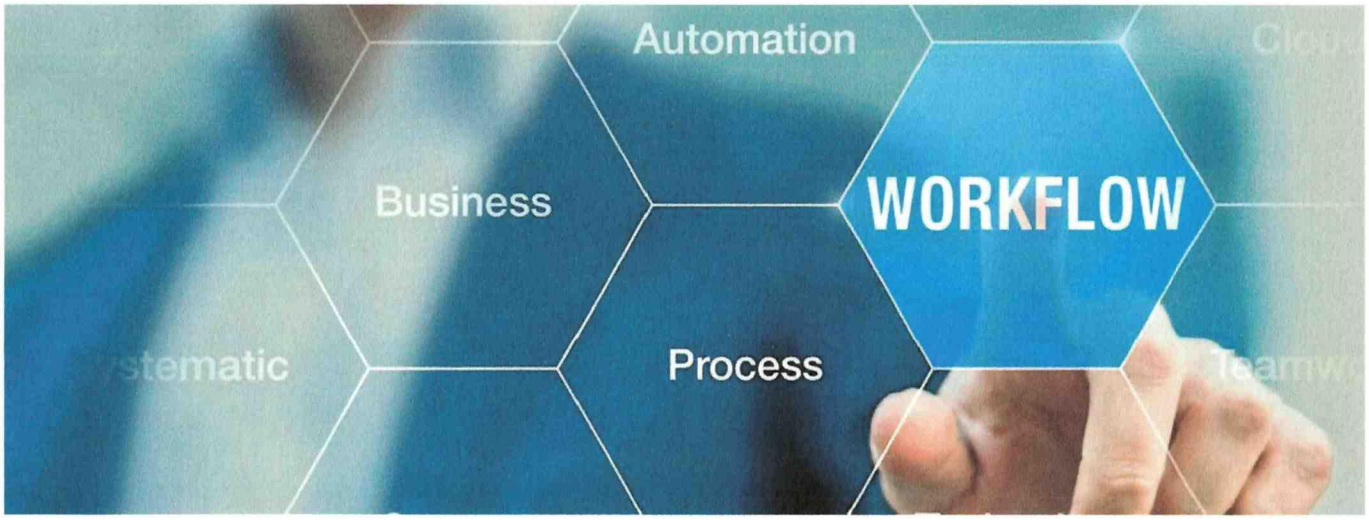
- ACFR and Single Audit.
- Preparation of all applicable State Controller's Reports, including:
  - City's Financial Transaction Report.
  - Transit Operators' Financial Transaction Report (Regular).
  - Transit Operators' Financial Transaction Report (Special).
  - Special Districts' Financial Transactions Report (Financing Authority).
  - Special Districts' Financial Transactions Report (Banning Utility Authority).
- City of Banning Appropriations Limit.
  - Auditors' report on their review of the County's Appropriations Limit set by Article XIIIB of the State Constitution (Proposition 111).
- Independent Auditor's Report on Compliance with Bond Covenants Banning Utility Authority - Water and Wastewater.
  - Basic financial statements.
  - Auditors' report.
  - Report on internal controls and other matters.
- Independent Auditor's Report on Compliance with Bond Covenants for Electric Enterprise.
- Independent Auditor's Report on Compliance with Bond Covenants for Community Facilities Districts.
  - Includes Sun Lake CFD 86-1, Special AD 91-0, Fair Oaks AD 2001-1 and Atwell CFD 2020-02.
- City of Banning Housing Authority.
  - Basic financial statement.

Commitment to the City of Banning

We welcome the opportunity to be your professional services firm and commit to providing the services listed above. In addition, we will:

- Provide ongoing help for questions, concerns and problems that arise whether they are anticipated or unexpected. As part of our contract the firm agrees to provide one updating session per year with financial/accounting staff. Nature and logistics of the training are subject to discussion with the City.
- Provide **Roger Alfaro** as your specific client service contact who will coordinate your service team and provide managers and staff to assist management with informed and accurate solutions.
- Provide experienced professionals who possess the depth and expertise to handle significant or complicated issues.

When you work with Eide Bailly, your experience will be different than working with other CPA firms. Our professionals are thought leaders who strive to become your trusted business advisors by delivering insightful advice and industry knowledge.



AUDIT METHODOLOGY & APPROACH

At Eide Bailly, we promise you a better overall experience. While we recognize multiple firms are capable of accomplishing the objectives of an audit, Eide Bailly appreciates that every situation and every organization is different, and we tailor our approach based on the needs of each client.

Eide Bailly values its business relationships and demonstrates this through our partner and manager involvement. Our senior level professionals are involved with our clients and accessible throughout the year. They do not delegate all tasks to staff, but rather stay involved on-site during fieldwork and stay connected throughout the year. This approach delivers the greatest benefit to our clients because we are able to stay abreast of changes in and updates to our client's operating environment and collaborate to achieve optimal results.

Our clients experience a communication approach that stands apart in both style and frequency. Because we recognize effective communication is critical throughout the entire audit process, our service and communication approach begins with planning and continues throughout the year. Additionally, we take a collaborative communication approach with our clients and include them in the process as our peers. Our clients offer a wealth of knowledge and information about their organization, and communicating with them as a business peer ultimately produces the best outcome.

Prior to beginning the engagement, we will discuss with management:

- The engagement timeline.
- The audit approach and process.
- Additional considerations that may affect scope, schedules and workpapers to be prepared by your personnel.

Upon appointment as your auditor, we will discuss the audit schedules and work with you to ensure the timeline meets your needs and makes the most effective use of your staff members' time.

Audit Schedule

We understand your requested timeline and are committed to meeting your deadlines.

Eide Bailly commits to you that if your team is prepared for the audit when our team is in the field, we will meet your deadlines. We will work closely with your team through the planning stages to clearly define expectations and the items required from your team in order to facilitate an efficient audit to enable us to meet your deadline. The following table identifies the structure of our audit for the City reports and the timing of each section:

Engagement Timeline

Activity	Initial Year**	Future Years
Entrance Conference	Immediately following award	May
Interim Single Audit Fieldwork	Immediately following award	May 4th - June 15th
Interim Exit Conference	Last day of interim fieldwork	
Detailed Audit Plan Provided	Within two (2) weeks of conclusion of Interim Audit	
Entrance Conference for Final Fieldwork	October 9, 2023	First week of September
Fieldwork	Week of October 9, 2023	First week of September
Exit Conference	Last day of final fieldwork	
Draft Reports	Reviewed by City within four (4) weeks of fieldwork conclusion	
Draft Report Edits	Provided by City within one (1) week of receipt of draft report	
Final Report	Provided to City two (2) weeks prior to issuance for final review	
Opinions Issued - ACFR*	On or before December 31, 2023	Prior to Thanksgiving
Opinions Issued - Single Audit	On or before March 31	
ACFR Presentation to Council	On or before January 2024	December
Ongoing Communication	**Throughout the Year**	

** Includes Memorandum of Internal Control and other Required Communications.*
*** The firm will accommodate the requested initial year timelines to the best of our ability in the initial year.*

We will meet your deadlines. By engaging in thorough audit planning and communications with management, we begin each engagement with a strong understanding of the various deadlines for each of the financial and single audits and the steps involved along the way to meet these deadlines. An audit project plan will be developed between our team and the City and then followed closely, and we will work with the City's management team to customize our auditing services and specific timelines to your needs. We believe in clear, up-front and open communication with no surprises.

Assistance from City and City Staff

Your service team will meet with the City's management for initial planning and a pre-audit conference to discuss audit schedules and review prior year problems (if any). We'll then provide the City personnel a Prepared by Client Guide (PBC), which highlights the workpapers and information needed for the audit process. We'll hold meetings with the accounting personnel throughout the audit process determining the list of open items and the plan to finalize those items.

During the engagement, our use of the City personnel will include answering questions, updating schedules, addressing issues identified and obtaining support documentation. Our processes focus on performing the audit efficiently, which includes constant communication amongst the team members so we're not asking redundant questions or requesting the same document several times. We also hold weekly meetings with management to determine the audit status and any outstanding items to be addressed. This keeps the number of hours needed by the City personnel to a minimum.

We ask our clients to have the requested schedules, documentation, confirmations and financial statements prepared by the requested dates. Having these items prepared before we arrive for final fieldwork ensures the success of meeting the mutually agreed upon deadlines.

On-Site Requirements

Given the potential for a primarily virtual audit process, we anticipate our use of City owned facilities or property to be minimal. For any work that will be performed on-site, we expect the City to provide office space and internet access for our team members.

Audit Process

Our audit approach is designed to collaborate with the City and achieve optimal results. The approach consists of five major components: Planning, Interim, Fieldwork, Reporting and Ongoing Communication. If awarded, we will discuss with management our proposed schedule, but we also have the flexibility to make any changes to meet the reporting deadlines. The objectives of each component are described in the following pages:

Planning

- Discuss and finalize the engagement timeline, audit approach and process.
- Discussions with management and accounting staff, including the Board, if requested, to address any risks or concerns they may have.
- Evaluate the nature of the operating environment (for example, changes in volume, degree of system and reporting centralization, sensitivity of processed data, the impact on critical business processes, potential financial impacts, planning conversions and economic and regulatory environment).
- Review of interim financial information and reports to identify significant risks and changes early.
- Review of significant estimate areas and consideration of underlying assumptions early in process.
- Gain an understanding of the City and its reporting units and their environments.
- Documentation of internal control systems, including IT, and related changes from prior periods.
- Consideration of fraud, risk of noncompliance, illegal acts, abuse, etc.
- Assessment of audit risk and identification of potential audit issues.
- Assessment of materiality and testing scopes to the extent possible and presentation of audit plan.
- Preparation and communication of audit request lists and workpapers.
- Develop expectations regarding timing and audit progress.

- Gain understanding of single audit programs and perform an analysis of potential major federal programs.

Interim Fieldwork: Single Audit

Our approach to performing the single audit is broken into three different phases:

- Phase I: Risk assessment and planning.
- Phase II: Major program testing.
- Phase III: Assessment and reporting.

Phase I: Risk Assessment and Planning

This phase basically encompasses the planning and risk assessment of your federal programs. The planning phase, if done correctly, will set the tone of the single audit as well as set the stage for an efficient and effective single audit. We will work closely with management to properly identify federal programs and clusters to determine the major programs to be tested.

The steps associated with risk assessment and planning include:

- Determine grant awards and funding increments.
- Determine the Type A and Type B thresholds.
- For any programs above the threshold (Type A) perform a review of the past two single audits and document the program risk to determine if the program is high risk or low risk.
- Make final determination of major programs to be tested based on the above steps.
- Review the applicable Uniform Guidance *Compliance Supplement* for any unusual items for each of the major programs, as well as determine which compliance areas are direct and material for each major program.

Phase II: Major Program Testing

After making the major program determination as noted above, we will test the major programs. Steps for each major program are as follows:

- Obtain the audit steps from the *Compliance Supplement* which provides the audit steps for each major program.
- Based on the direct and material compliance areas identified during the planning phase, obtain from management the process and controls relating to those direct and material compliance areas. The controls for each compliance area need to address the five components of Committee of Sponsoring Organizations of the Treadway Commission (COSO) as required by Uniform Guidance.
- Select samples for control and compliance testing.
- Perform control testing for effectiveness and compliance testing of selected transactions.
- Report any material weaknesses or material noncompliance to the City's management.
- Provide periodic meetings to discuss the status of the single audit testing. Any potential findings are discussed with management while our auditors are in the field and are concluded during fieldwork.

Phase III: Assessment and Reporting

The above steps are based on the preliminary Schedule of Expenditures of Federal Awards (SEFA). Once the SEFA has been finalized, we will determine if any additional major programs are to be tested. We will perform the following steps:

- If additional major programs have been identified, perform the steps as noted in the major program testing for the new programs.
- Review the prior findings, if any, and perform steps to determine if the findings were cleared by management and do not need to be reported during the current year.
- Prepare the Schedule of Findings and Questioned Costs.
- Have an exit conference with management and key grant personnel and provide a draft report of the single audit as well as any Yellow Book findings required to be reported. These findings are reviewed by the manager and engagement partner prior to the exit conference. This is done so no surprises arise after we pull out of the field.

Interim Fieldwork: Financial Statement

- Discussions with management to determine internal controls, perform walk-throughs and discuss any potential audit issues.
- Determine audit procedures by area, based on results of audit planning and risk assessment.
- Determine confirmation needs.
- Prepare listing of audit information requested from the City.
- Review minutes, resolutions and ordinances.
- Perform tests of legal compliance.
- Weekly updates to the City staff.
- Exit conference with management.

Final Fieldwork

- Audit areas based on risk assessment.
- Obtain and prepare schedules and analyses supporting the financial information.
- Discuss findings with management, if any.
- Discuss proposed journal entries with management, if any.
- Finalize single audit testing.
- Weekly updates to the City staff.
- Exit conference with management.

Reporting

- Review of the financial statements by the partner over the engagement.
- Review of financial statements by a partner not otherwise associated with the audit to obtain a "second opinion" on the completeness and adequacy of financial statement disclosures and audit procedures.
- Completion of management letters and review with management.
- Preparation of other communications to management and the Board.
- Assistance with preparation of the Data Collection Form and the preparation of the reporting package for submission to the Federal Audit Clearinghouse.
- Presentation to the Board at its regularly scheduled meeting, if requested.

Ongoing Communication

- Obtain interim financial statements throughout the year for review.
- Analyze significant changes and identify areas to further tailor our audit plans and to keep us up to date with continuing changes.
- Compare the interim results to year-end results for the past few years to identify potential issues in the financial reporting process.
- Participate periodically at your Board meetings, and any other meetings, at the Board's request.

We will hold an exit conference with management and provide periodic written or oral reports on the status of the audit to representatives of the City. The success of the audit is dependent on the amount of open communication throughout the year and not just during the audit period. We will work closely with management and the accounting personnel throughout the audit process and will hold weekly meetings to go over open items as well as discuss any potential accounting or compliance issues identified during the audit. We believe in no surprises. When we perform the exit conference, we will hold a final discussion on any potential findings and will come to a conclusion during the conference. Our goal is to have no additional findings subsequent to the exit conference.

Using Information Technology Auditors

As part of any financial audit, Eide Bailly is required under auditing standards to obtain a sufficient understanding of the accounting system and technology environment in order to plan the audit. It is our philosophy to not only meet but also exceed this requirement by involving Eide Bailly's dedicated technology specialists to participate in audits as deemed appropriate.

Our IT methodology is based on American Institute of Certified Public Accountants (AICPA) guidelines, the internal controls framework prescribed by COSO, and the best practices for technology controls as defined by the Control Objectives for Information and Related Technology (COBIT) developed by the Information Systems Audit and Controls Association (ISACA). When auditing the technology environment, we evaluate both the general technology controls and specific application controls in effect. This requires our IT auditors to consider how the accounting systems, infrastructure, processes and people work individually and together to ensure financial records are being appropriately processed and reported. As such, we must work with IT staff to assess how the relevant systems and technology environment are administered and supported, and with accounting staff to evaluate how financial data is processed and system controls are maintained to enforce segregation of duties.

Eide Bailly has extensive experience integrating a variety of IT services into our audit engagements across organizations in the public, private and nonprofit sectors. These experiences include auditing of IT operations, security and software development as well as conducting both internal and external network vulnerability tests. In addition, we have former federal and local law enforcement computer forensic specialists that utilize the latest tools to analyze and investigate digital media for a wide range of purposes. We have seasoned professionals with years of relevant technology experience, many of whom carry a myriad of certifications, including the following designations:

Certified Information Systems Auditor (CISA)	GIAC Security Essentials Certification (GSEC)
Certified in Risk and Information Systems Control (CRISC)	Certified Internal Auditor (CIA)
Certified Information System Security Professional (CISSP)	Certified Government Audit Professional (CGAP)
Certified Information System Manager (CISM)	Certified Risk Management Assurance (CRMA)
Certified Financial Systems Auditor (CFSA)	Certified Information Technology Professional (CITP)
Certified Common Security Framework Practitioner (CCSFP)	Certified Penetration Testing Engineer (CPTE)

Our experience with audits of various entities requires adherence to various standards surrounding internal controls including the COSO Framework, generally accepted government auditing standards (GAGAS) and Federal Information System Controls Audit Manual (FISCAM). We work with all our clients to help them understand the updated COSO framework. We have conducted training on COSO and risk assessments nationwide and believe we will add value and improve the effectiveness of the risk management, control and governance processes.

Use of Technology

Eide Bailly staff utilizes progressive and effective software to streamline processes and make them as efficient as possible. These technologies include:

My Eide Bailly (Web-Based Client Site)

My Eide Bailly is an online client site giving clients the ability to transfer files securely and connect digitally with Eide Bailly. Email is not a secure way to exchange documents, but My Eide Bailly can handle large file uploads in a safe, secure manner.

In addition, My Eide Bailly offers clients visibility into their projects, control over who can access and see files related to those projects (including third parties), and an easy way to browse invoices, articles and upcoming webinars and other events. My Eide Bailly makes it easy to share and stay connected with Eide Bailly, creating efficiencies for both our clients and our staff during engagements. Additional features will be added as we build our digital strategy to empower our clients to work with us digitally, if they choose.

Suralink

Suralink is an interactive Provided by Client (PBC) software solution aimed at improving the client experience for document exchange. This addition to our suite of tools has the potential to save a substantial amount of time managing PBC documents, creating increased efficiencies during your engagement.

Data Extraction Software

Eide Bailly designs our approach to incorporate the use of TeamMate Analytics to maximize efficiency while conducting a very effective audit. Through TeamMate, we can extract information from related databases and create databases that check for duplicate payments, summarize payments, extract journal entries from specific accounts, develop expectations for analytical procedures and recalculate system calculations, among a host of other procedures developed by our audit team.

CCH ProSystem fx Engagement by Wolters Kluwer

This software is used to perform the audit, retains the electronic workpapers and supporting documentation, performs project tracking and facilitates quality engagement review.

Adapting to Change

Many of our clients are wondering about working on their audits remotely. Eide Bailly performs all engagements in a paperless environment. As a technology-driven firm, we've seen no issues in performing audit procedures off-site from our clients. We've taken advantage of technology, such as using Microsoft Teams, which allows us to communicate with our clients face to face, while sharing screens, to make the process as seamless as possible. We're utilizing Zoom to host webinars and town hall meetings to educate and assist our clients on rapidly changing circumstances and how to successfully navigate those changes. As a result, we have no concerns completing this audit remotely should the need arise. We'll discuss with management which approach, remote vs. on-site, works best for you.

Analytical Procedures

Eide Bailly will apply analytical procedures throughout general planning to improve our understanding of your operations and to identify audit areas for increased attention. These will be applied to assist in planning the nature, timing and extent of other procedures. They will be applied to all balance sheet, revenue/receipt and expense/expenditure areas. These procedures include, but are not limited to, the comparison of current year to prior year and budget amounts. Areas that show results different from those anticipated or planned will be further investigated to determine the validity of the variance.

During the year-end audit fieldwork, we use analytical procedures to test whether errors affecting account balances or classes of transactions have occurred by comparing the recorded amount with an independently developed expectation of that amount. We develop the expectation in such a way that a significant difference between the expectation and the recorded amount is indicative of a financial statement misstatement, unless we can obtain and corroborate explanations for the difference. Analytical procedures are a natural extension of our understanding of your business because the key factors that influence your business may be expected to affect the financial data.

In the audit reporting phase, we perform a final analytical review at the financial statement level as the last step to ensure we have gained a comprehensive understanding of the financial statements during the audit engagement and to determine whether the financial statements are appropriately presented and contain appropriate disclosures. Such final analytical procedures highlight and explain significant changes from the previous year and ensure such changes are consistent with the knowledge of your business and our audit evidence. These procedures typically consider trends based on several previous years, instead of comparison only with the prior period.

Internal Control Structure

A significant aspect of the planning process involves understanding each reporting units' internal control environment, including information technology (IT) controls and, where relevant, testing of internal controls.

The following is a summary of the process Eide Bailly uses regarding internal controls over financial reporting and compliance:

Internal Controls over Financial Reporting

Our approach will start with any documentation related to internal controls already developed. We review that documentation to obtain an overview of the internal control system and then conduct interviews with the City's staff to complete the documentation of our understanding related to internal controls and significant changes each year.

After conducting the interviews, we will evaluate the internal control system design and expected operating effectiveness for significant areas depending on the reporting unit. We expect by completing control testing in these areas, we can reduce substantive testing and conduct an efficient audit. Our approach toward control testing will be focused on key process controls or overall system controls, rather than detailed control process testing. We will also focus on key IT related controls in process areas such as revenue, payroll and claims, as they tend to allow more efficiency for an audit perspective relative to the control process.

Eide Bailly utilizes a risk-based approach incorporating both control testing and substantive tests of balances, where appropriate. In certain areas we do not consider as significant, we will plan to conduct the audit using a primarily substantive approach. It has been our experience it is often more efficient and effective to substantively audit a balance rather than complete an extensive control test.

Internal Controls over Compliance
Our approach for internal controls over compliance associated with federal programs is similar to the approach regarding internal controls over financial reporting related to accumulation, documentation and evaluation of the control environment.

Test of controls over compliance are required for major federal programs. Our approach is identifying key controls applicable to direct and material compliance requirements for testing, as well as incorporating results from tests of internal controls over financial reporting and IT.

The approach we will take to gain an understanding of your internal controls includes:

- Interview the City personnel.
- Review organizational charts, accounting and procedure manuals and programs.
- Complete internal control questionnaires.
- Write-up system narratives.
- Evaluate items selected for testing.
- Review controls over financial information systems.

The timely completion of this work will assist us in performing our work efficiently and communicating any potential recommendations as soon as possible.

In addition, our engagement approach is based on the following:

- Observations we believe will help the City achieve its objectives will be shared. We will also be pleased to respond to inquiries you may have about financial or other business matters.
- The assistance to be provided by your personnel, including the preparation of schedules and analyses of accounts, will be discussed with the finance department. The timely completion of this work will assist us in performing our work efficiently.

Statistical Sampling

Sampling may be performed for tests of controls, compliance testing and substantive tests of certain accounts and transactions. During our audit of basic financial statements, we will also select various transactions for testing based on materiality assessed at the appropriate level. These transactions may include such items as capital asset additions, expenditures, subsequent disbursements and subsequent receipts. We will be pleased to discuss specific sample sizes and selection methods when they are determined, either during audit planning or during fieldwork.

We will select the appropriate sample size to support our conclusions in compliance with laws and regulations. We will use confirmations in the areas of cash and investments, receivables and other areas deemed necessary.

Determining Laws and Regulations Subject to Audit Test Work

During the planning process, we will also discuss with the City management and personnel the laws and regulations to which the City is subject. The objective of our discussion will be to determine those laws and regulations that could have a material impact on the financial statements and those laws and regulations pertinent to the City's federal financial assistance programs. Pertinent to our discussion will be our knowledge of such laws and regulations, and our knowledge of *Government Auditing Standards*. We are aware of the applicable requirements and consider them when determining the necessary audit procedures for the City.

We will perform tests of the City's compliance with certain provisions of laws, regulations, contracts and grants. We will assess the risk of material misstatement resulting from violations of laws and regulations having a direct and material effect on the determination of financial statement amounts. These laws and regulations can relate to items such as budgetary compliance, purchasing compliance and cash and investment compliance, as well as single audit compliance, as applicable.

We will combine compliance tests of laws and regulations that involve the inspection of documentation supporting transactions with substantive tests of transactions and tests of control procedures. Our audit will meet all federal and state requirements, as applicable. Samples will be used to the extent necessary to support our conclusions on compliance with laws and regulations.

Ability to Meet Deadlines and Shorten the Time in the Field

We understand the frustrations of an audit firm not meeting your stated deadlines. We commit we can, **and will**, meet your deadlines as well as shorten the amount of time needed in the field. Our experience with other government audits has enabled us to fine-tune our audit process. This translates to a smooth and more efficient audit for you while meeting your deadlines and keeping our fees at a reasonable rate.

Multi-Year Approach

We attempt to retain the majority of the audit team in order to develop a historical perspective of the operating and control environment of the City. This historical perspective allows us a deeper understanding of the risks surrounding the City and the opportunity to perform a thorough audit without a learning curve. The result of our preliminary review is a planned calendar of audit events, timing and expectations based on the budgets and related materials, organizational charts, manuals and programs, and financial and other management information systems.

We also have the resources within our offices to change your current engagement team while retaining the historical perspective we gain over the years, if you think you would benefit from auditor rotation. The individuals in Eide Bailly's government group have extensive experience in the industry and benefit from the firm's focus on continuing education. Our government professionals are well-positioned in organizations associated with government entities, such as the AICPA and Governmental Audit Quality Center (GAQC), the primary purpose of which is to promote the importance of quality government audits. We have also held leadership roles in the Government Finance Officers Association's (GFOA).

We will be available to the City throughout the year as a resource to answer questions, have discussions and confirm the appropriate accounting treatment for unique or infrequent transactions.

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, and must be revised by Consultant without additional charge to City and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

NONE REQUIRED

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") not to exceed the rates as stated in 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.

IV. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

V.C Price Proposal

EXPECTED FEES

Our fees are based on the complexity of the issue and the experience level of the staff members necessary to address it. If you request additional services, we will obtain your agreement on fees before commencing work, so there are no surprises or hidden fees.

We propose the following fees based on our understanding of the scope of work and the level of involvement of the City's staff:

Engagement Services and Fees

Services	Hours	2023	2024	2025
ACFR, including Utility Authority financial statements	535	$91,750	$98,631	$106,029
Single audit*	58	$10,000	$10,750	$11,556
Reporting on compliance with bond covenants	14	$2,500	$2,686	$2,889
Appropriations limit AUP	4	$750	$806	$867
State Controller's Office Financial Transaction reports	40	$6,800	$7,310	$7,858
City of Banning Housing Authority financial statement	56	$9,500	$10,213	$10,978
Total Hours/Total All-Inclusive Maximum Price	**707**	**$121,300**	**$130,396**	**$140,177**

** Assumes one major program. Fees for additional major programs will be determined after discussions with the City and prior to commencement of the single audit.*

Out-of-Pocket Fees

The professional fees listed above are inclusive of all out-of-pocket expenses and you will not be billed for expenses such as travel time, mileage and meals.

Hourly Rates

Staff Level	Hourly Rates
Partner	$400
Senior Manager/Manager	$300
Senior Associate	$200
Associate	$150
Other	$90

Billing Policy Regarding Telephone Inquiries

We know clients appreciate access to all their service team members. We embrace this opportunity for constant communication and will ensure our team members are available when you have questions and issues. This service is included in the scope of the engagement. If a particular issue surfaces that falls outside the scope of this engagement, we'll bring it to your attention and obtain approval before proceeding with consulting services charged at the hourly rates noted above.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products as determined in the initial 'kick-off' meeting between City and Consultant.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

RESOLUTION 2024-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT TO AGREEMENT C00853 WITH EIDE BAILLY FOR EXTERNAL AUDIT SERVICES FOR FISCAL YEAR 2022-23 COST OVERRUNS IN THE AMOUNT OF $145,000 AFTER 20 PERCENT DISCOUNT

WHEREAS, In accordance with the engagement letter for the fiscal year ended June 30, 2023, if unexpected circumstances arose during the audit, Eide Bailly would discuss them with the City and arrive at a new fee estimate; and

WHEREAS, during the current year audit, the time incurred to perform required audit procedures has exceeded original estimates in multiple audit areas, including cash, capital assets (including right of use lease and subscription-based information technology arrangement assets), interfund balances, accounts payable, long-term debt (including right of use lease and subscription-based information technology arrangement liabilities), accrued expenses, self-insurance, net position/fund balance, receivables/revenue, expenditures, pensions/OPEB, and successor agency; and

WHEREAS, throughout the audit process we have coordinated with Audit staff, researched matters, and performed a much deeper dive including detailed transaction testing, which included the identification of mis recorded items dating back several years and now requiring a prior period restatement; and

WHEREAS, Government Accounting Standard 100 – Accounting Changes and Error Corrections will be effective for the Fiscal Year 2023-24 audit and staff requested a more thorough review by the auditors in its first contract year due to prior financial misstatement items identified by Finance staff during the Fiscal Year 2021-22 audit and the upcoming implementation of said Standard; and

WHEREAS, based on the estimated additional time necessary to perform and complete the audit work, Eide Bailly is proposing an amendment and requesting an overage of $145,000 for this fiscal year's audit, which includes a proposed fee amendment discount of 20 percent on the overage.

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

SECTION 1. The City Council approves Amendment to Agreement with Eide Bailly for a not-to-exceed total of $145,000 and authorizes the City Manager to make necessary non-substantive changes and to execute said agreement.

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 14th day of May 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-72, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES: Flynn, Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

Amendment to Agreement No. C00853 with Eide Bailey

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C00853) FOR FINANCIAL AUDITING SERVICES BY AND BETWEEN CITY OF BANNING AND EIDE BAILLY LLP

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and Eide Bailly LLP, a Limited Liability Partnership ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated July 28, 2023 for the purpose of providing Financial Auditing Services ("Agreement") following the Request for Proposals #23-029, as approved by City Council Resolution 2023-128.

B. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum to Two Hundred Sixty-Six Thousand Three Hundred Dollars ($266,300.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

   1.2 The maximum compensation for the Services performed pursuant to this Amendment No.1 shall not exceed One Hundred Forty-Five Thousand Dollars ($145,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Five Hundred Thirty-Six Thousand Eight Hundred Seventy-Three Dollars ($536,873.00).

2. Miscellaneous Provisions

   2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions

of this Amendment No. 1 and the provisions of the Agreement or Amendment No. 1, the provisions of this Amendment No. 1 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 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 Amendment No. 1 and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
_____	_____
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	_____ NAME: TITLE:

ATTEST:

_____

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

_____

Serita R. Young
City Attorney

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.

ATTACHMENT "1"

April 22, 2024

Mr. Lincoln Bogard
Administrative Services Director
City of Banning, California

Dear Mr. Bogard:

We appreciate the opportunity to continue to serve the City of Banning, California (City) as the independent auditor. This letter is intended to set forth the basic understanding that we will incur additional time in performing the City's 2023 fiscal year-end audit and request to amend our engagement letter.

In accordance with our engagement letter for the fiscal year ended June 30, 2023, if unexpected circumstances arose during the audit, we would discuss them with the City and arrive at a new fee estimate. We have maintained frequent communication and weekly status meetings to discuss audit procedures, potential adjustments, pending items, delays and contract status.

During the current year audit, the time incurred to perform required audit procedures has exceeded original estimates in multiple audit areas, including cash, capital assets (including right of use lease and subscription-based information technology arrangement assets), interfund balances, accounts payable, long-term debt (including right of use lease and subscription-based information technology arrangement liabilities), accrued expenses, self-insurance, net position/fund balance, receivables/revenue, expenditures, pensions/OPEB, and successor agency. Throughout the audit process we have coordinated with City staff, allowed for the City to research matters and revise year-end schedules, reviewed support and modified our procedures. As the City continues to research and address items, modifications to the overall timeline are noted, and more detailed assistance has been required from higher level engagement team staff.

Based on the estimated additional time necessary to perform and complete our work, we are proposing an amendment and requesting an overage of $145,000 for this fiscal year's audit. Our proposed fee amendment includes a 20% discount on the overage.

A recap of the hours and comparison to our original proposal is included below:

Per Proposal	
Engagement Fee	$121,300
Hours	707
Blended Rate	$171.57

Actual to Date	**Rates**	**Hours**	**Hours to Complete**	**Estimated Total Hrs**		**Cost**
Partner	$400	38	30	68	$	27,200
Manager	300	399.38	60	459.38		$137,814
Senior	200	479.75	12	491.75		$98,350
Staff	150	359.33		359.33		$53,900
Admin	90	36.35	16	52.35		$4,712
		1312.81	118	1430.81	$	321,975

Contract Amount	**$**	**121,300**
Overage	$	200,675
Initial year - investment		(18,195)
		182,480
Discount at 20%		(36,496)
	$	145,984
Requested Overage	**$**	**145,000**

Please let me know if you have any questions.

Sincerely,

Roger E. Alfaro, CPA
Partner

RESOLUTION 2024-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT (C00853) WITH EIDE BAILLY FOR EXTERNAL AUDIT SERVICES FOR FISCAL YEAR 2022-23 COST OVERRUNS IN THE AMOUNT OF $50,000 AFTER 23 PERCENT DISCOUNT

WHEREAS, in accordance with the engagement letter for the fiscal year ended June 30, 2023, if unexpected circumstances arose during the audit, Eide Bailly would discuss them with the City and arrive at a new fee estimate; and

WHEREAS, during the current year audit, the time incurred to perform required audit procedures has exceeded original estimates in multiple audit areas, including cash, capital assets (including right of use lease and subscription-based information technology arrangement assets), interfund balances, accounts payable, long-term debt (including right of use lease and subscription-based information technology arrangement liabilities), accrued expenses, self-insurance, net position/fund balance, receivables/revenue, expenditures, pensions/OPEB, and successor agency; and

WHEREAS, throughout the audit process we have coordinated with Audit staff, researched matters, and performed a much deeper dive including detailed transaction testing, which included the identification of mis recorded items dating back several years and now requiring a prior period restatement; and

WHEREAS, Government Accounting Standard 100 – Accounting Changes and Error Corrections will be effective for the Fiscal Year 2023-24 audit and staff requested a more thorough review by the auditors in its first contract year due to prior financial misstatement items identified by Finance staff during the Fiscal Year 2021-22 audit and the upcoming implementation of said Standard; and

WHEREAS, based on the estimated additional time necessary to perform and complete the audit work, Eide Bailly is proposing an amendment and requesting an overage of $50,000 for this fiscal year's audit, which includes a proposed fee amendment discount of 23 percent on the overage.

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

SECTION 1. The City Council approves Amendment No. 2 to Agreement with Eide Bailly, attached as Exhibit A, for a not-to-exceed total of $50,000 for Amendment No. 2 and authorizes the City Manager to make necessary non-substantive changes and to execute said Amendment No. 2.

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 27th day of August 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-138, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of August 2024 by the following vote, to wit:

AYES: Flynn, Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

Amendment No. 2 to Agreement with Eide Bailly for External Audit Services

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (C00853) FOR FINANCIAL AUDITING SERVICES BY AND BETWEEN CITY OF BANNING AND EIDE BAILLY LLP

THIS AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and Eide Bailly LLP, a Limited Liability Partnership ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated July 28, 2023 for the purpose of providing Financial Auditing Services ("Agreement") following the Request for Proposals #23-029, as approved by City Council Resolution 2023-128.

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated May 14, 2024 to modify the Scope of Services and increase the Contract Sum by One Hundred Forty-Five Thousand Dollars ($145,000.00), as approved by City Council Resolution 2024-72.

C. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum by Fifty Thousand Dollars ($50,000.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

   1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 2 shall not exceed Fifty Thousand Dollars ($50,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Five Hundred Eighty-Six Thousand Eight Hundred Seventy-Three Dollars ($586,873.00).

2. Miscellaneous Provisions

   2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and No.2. In the event of a conflict between the

provisions of this Amendment No. 2 and the provisions of the Agreement or Amendment No. 1 thru 2, the provisions of this Amendment No. 2 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 2.

2.3 Authority. The persons executing this Amendment No. 2 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 Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 2 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 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 Amendment No. 2 and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 2 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
_____	_____
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	_____ NAME: TITLE:

ATTEST:

_____

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

_____

Serita R. Young
City Attorney

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.

ATTACHMENT "1"

July 31, 2024

Mr. Lincoln Bogard
Administrative Services Director
City of Banning

Dear Mr. Bogard:

We appreciate the opportunity to continue to serve the City of Banning, California (City) as the independent auditor. This letter is intended to set forth the basic understanding that we will incur additional time in performing the City's 2023 fiscal year-end audit and request to amend our engagement letter.

We have maintained frequent communication and weekly status meetings to discuss audit procedures, potential adjustments, pending items, delays and contract status.

The time incurred to perform required audit procedures has exceeded estimates in multiple audit areas, including cash, capital assets (including right of use lease and subscription-based information technology arrangement assets), interfund balances, accounts payable, long-term debt (including right of use lease and subscription-based information technology arrangement liabilities), accrued expenses, self-insurance, net position/fund balance, receivables/revenue, expenditures, pensions/OPEB, and successor agency. Throughout the audit process we have coordinated with City staff, allowed for the City to research matters and revise year-end schedules, reviewed support and modified our procedures.

During the reporting phase of the audit, additional matters were identified, further research was necessary by the City and adjustments/revisions to the financial statements were required.

Based on the additional time necessary to perform and complete our work, we are respectfully requesting an overage of $50,000 for this fiscal year's audit. Our proposed fee amendment includes a further discount of 23% on the total overage.

A recap of the hours and comparison to our original proposal is included below:

Per Proposal	
Engagement Fee	$121,300
Hours	707
Blended Rate	$171.57

Actual to Date	**Rates**	**Final Total Hrs**		**Cost**
Partner	$400	101.25	$	40,500
Manager	300	655.38		$196,614
Senior	200	485.75		$97,150
Staff	150	359.33		$53,900
Admin	90	54.6		$4,914
		1656.31	$	393,078

Contract Amount	**$**	**121,300**
Overage	$	271,778
Initial year - investment		(18,195)
		253,583
Discount - 23%		(58,324)
	$	195,259
Previous amendment	$	145,000
Remaining overage	$	50,259
Requested Additional Overage	**$**	**50,000**

Please let me know if you have any questions.

Sincerely,

Roger E. Alfaro, CPA
Partner

EideBailly

CPAs & BUSINESS ADVISORS

March 31, 2025

Ms. Michelle Green
Interim Administrative Services Director
City of Banning, California

Dear Ms. Green:

We appreciate the opportunity to continue to serve the City of Banning, California (City) as the independent auditor. This letter is intended to set forth the basic understanding that we will incur additional time in performing the City's 2024 fiscal year-end audit and request to amend our engagement letter.

In accordance with our engagement letter for the fiscal year ended June 30, 2024, if unexpected circumstances arose during the audit, we would discuss them with the City and arrive at a new fee estimate. We have maintained frequent communication and weekly status meetings to discuss audit procedures, potential adjustments, pending items, delays and contract status.

During the current year audit, the time incurred to perform required audit procedures, combined with an increased risk relating to prior year material weaknesses and audit findings, has exceeded original estimates in multiple audit areas, including inventory, capital assets, interfund balances, long-term debt, receivables/revenue, expenditures and pensions/OPEB. Throughout the audit process we have coordinated with City staff, allowed for the City to research matters and revise year-end schedules, reviewed support and modified our procedures. As the City continues to research and address items, modifications to the overall timeline are noted, and more detailed assistance has been required from higher level engagement team staff.

Based on the estimated additional time necessary to perform and complete our work, we are proposing an amendment and requesting an overage of $99,500 for this fiscal year's audit. Our proposed fee amendment includes a 15% discount on the overage.

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A recap of the hours is included below:

Actual to Date	Rates	Hours	Hours to Complete	Estimated Total Hrs		Cost
Partner	$430	11.25	47.50	58.75	$	25,263
Manager	323	179.64	229.50	409.14		$132,152
Senior	215	238.41	57.00	295.41		$63,513
Staff	161	164.83	-	164.83		$26,538
Admin	-	6.00	4.00	10.00		$0
		600.13	338.00	938.13	$	247,466

Contract Amount	**$**	**130,396**
Overage	$	117,070
Discount at 15%		(17,560)
	$	99,509
Requested Overage	**$**	**99,500**

Please let me know if you have any questions.

Sincerely,

Roger E. Alfaro, CPA
Partner

****

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Banning, California by:

Name: _____

Title: _____

Date: _____

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (C00853) FOR FINANCIAL AUDITING SERVICES BY AND BETWEEN CITY OF BANNING AND EIDE BAILLY LLP

THIS AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and Eide Bailly LLP, a Limited Liability Partnership ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated July 28, 2023 for the purpose of providing Financial Auditing Services ("Agreement") following the Request for Proposals #23-029, as approved by City Council Resolution 2023-128.

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated May 14, 2024 to modify the Scope of Services and increase the Contract Sum by One Hundred Forty-Five Thousand Dollars ($145,000.00), as approved by City Council Resolution 2024-72.

C. City and Consultant have entered into an Amendment No. 2 to the Agreement dated August 27,2024 to modify the Scope of Services and increase the Contract Sum by Fifty Thousand Dollars ($50,000.00), as approved by City Council Resolution 2024-138.

D. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum by Ninety-Nine Thousand Five Hundred Dollars ($99,500.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

   1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 3 shall not exceed Ninety-Nine Thousand Five Hundred Dollars ($99,500.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Six Hundred Eighty-Six Thousand Three Hundred Seventy-Three Dollars ($686,373.00).

2. Miscellaneous Provisions

   2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as

amended by Amendment Nos. 1, 2 and No.3. In the event of a conflict between the provisions of this Amendment No. 3 and the provisions of the Agreement or Amendment No. 1 thru 3, the provisions of this Amendment No. 3 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 3.

2.3 Authority. The persons executing this Amendment No. 3 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 Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 3 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 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 Amendment No. 3 and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 3 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
_____	_____
Robert Fisher, Acting City Manager	NAME: TITLE:
City Council Approval: _____	_____ NAME: TITLE:
ATTEST:	
_____	
Vickie Sellers, City Clerk	
APPROVED AS TO FORM: Slovak, Baron, Empey, Murphy & Pinkney LLP	
_____	
John O. Pinkney, City Attorney	

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.

ATTACHMENT “1”

EideBailly

CPAs & BUSINESS ADVISORS

March 31, 2025

Ms. Michelle Green
Interim Administrative Services Director
City of Banning, California

Dear Ms. Green:

We appreciate the opportunity to continue to serve the City of Banning, California (City) as the independent auditor. This letter is intended to set forth the basic understanding that we will incur additional time in performing the City's 2024 fiscal year-end audit and request to amend our engagement letter.

In accordance with our engagement letter for the fiscal year ended June 30, 2024, if unexpected circumstances arose during the audit, we would discuss them with the City and arrive at a new fee estimate. We have maintained frequent communication and weekly status meetings to discuss audit procedures, potential adjustments, pending items, delays and contract status.

During the current year audit, the time incurred to perform required audit procedures, combined with an increased risk relating to prior year material weaknesses and audit findings, has exceeded original estimates in multiple audit areas, including inventory, capital assets, interfund balances, long-term debt, receivables/revenue, expenditures and pensions/OPEB. Throughout the audit process we have coordinated with City staff, allowed for the City to research matters and revise year-end schedules, reviewed support and modified our procedures. As the City continues to research and address items, modifications to the overall timeline are noted, and more detailed assistance has been required from higher level engagement team staff.

Based on the estimated additional time necessary to perform and complete our work, we are proposing an amendment and requesting an overage of $99,500 for this fiscal year's audit. Our proposed fee amendment includes a 15% discount on the overage.

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A recap of the hours is included below:

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Contract Amount	$	**130,396**
Overage	$	117,070
Discount at 15%		(17,560)
	$	99,509
Requested Overage	$	**99,500**

Please let me know if you have any questions.

Sincerely,

Roger E. Alfaro, CPA
Partner

****

RESOLUTION 2025-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT (C00853) WITH EIDE BAILLY FOR EXTERNAL AUDIT SERVICES FOR FISCAL YEAR 2023-24 COST OVERRUNS IN THE AMOUNT OF $99,500 AFTER 15 PERCENT DISCOUNT

WHEREAS, in accordance with the engagement letter for the fiscal year ended June 30, 2024, if unexpected circumstances arose during the audit, Eide Bailly would discuss them with the City and arrive at a new fee estimate; and

WHEREAS, during the current year audit, the time incurred to perform required audit procedures, combined with an increased risk relating to prior year material weaknesses and audit findings, has exceeded original estimates in multiple audit areas, including inventory, capital assets, interfund balances, long-term debt, receivables/revenue, expenditures and pensions/OPEB; and

WHEREAS, throughout the audit process we have coordinated with Audit staff, they have allowed the City to research matters and revise year-end schedules, reviewed support and modified their procedures. As the City continues to research and address items, modifications to the overall timeline are noted, and more detailed assistance has been required from higher level engagement team staff; and

WHEREAS, Government Accounting Standard 100 – Accounting Changes and Error Corrections will be effective for the Fiscal Year 2023-24 audit and staff requested a more thorough review by the auditors in its first contract year due to prior financial misstatement items identified by Finance staff during the Fiscal Year 2021-22 audit and the upcoming implementation of said Standard; and

WHEREAS, City Council previously approved additional time necessary to perform and complete the Fiscal Year 2022-2023 audit work as Amendment No.1 in the amount of $145,000 and Amendment No.2 in the amount of $50,000 by Resolution 2024-072 and Resolution 2024-138 respectively: and

WHEREAS, based on the estimated additional time necessary to perform and complete the FY2023-2024 audit work, Eide Bailly is proposing an amendment and requesting an overage of $99,500 for this fiscal year's audit, which includes a proposed fee amendment discount of 15 percent on the overage.

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

SECTION 1. The City Council approves Amendment No. 3 to Agreement with Eide Bailly, attached as Exhibit A, for a not-to-exceed total of $99,500 for Amendment No. 3 and authorizes the City Manager to make necessary non-substantive changes and to execute said Amendment No. 3.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, transfers related to this resolution and non-substantive changes related the amendment.

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 22nd day of April 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon,
Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

John O. Pinkney, City Attorney
Slovak Baron Empey Murphy & Pinkney, LLP

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-51, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of April 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon,
Acting Administrative City Clerk
City of Banning, California

EXHIBIT A

Amendment No. 3 to Agreement with Eide Bailly for External Audit Services

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**David Newell, Community Development Director** **David A. Newell, Community Development Director**
MEETING DATE:	**April 22, 2025**
SUBJECT:	**Consideration of Resolution 2025-52, Approving Amendment No. 1 to Professional Services Agreement with UBEO Business Services LLC for Scanning and Indexing Services, including Appropriating Additional Funding of $45,000 for Fiscal Year 2024/2025 with Options to Extend Annually for a Total Contract Amount Not to Exceed $300,000.**

RECOMMENDATION:

Adopt Resolution 2025-52.

BACKGROUND:

On May 23, 2024, the City published a Request for Proposals (RFP) for Scanning and Indexing Services across multiple departments, due to the large volume of records in hardcopy that need to be digitized. Departments/Divisions choosing to participate in this RFP included Public Works (Engineering, Water/Wastewater) and Community Development (Building & Safety, Code Enforcement & Planning).

On October 8, 2024, the City Council adopted Resolution 2024-156 authorizing the City to enter into contract with UBEO Business Services, LLC ("UBEO"), which was the vendor recommended by the proposal review committee. Agreement 10824 was executed on October 11, 2024. Files were transported in December 2024 and January 2025 and the first phase of digitization was completed in February, including the following:

- 132,271 black & white images (11x17)
- 38,798 greyscale images (11x17)
- 8,398 large format sheets (larger than 11x17)
- 485 hours of metadata file indexing

The above included Building & Safety Department records in 73 boxes and 5 large-format boxes resulting in the digitization of 166,733 images and 12,734 plan images, respectively, with a total cost of $54,212. With the current contract limited to no more than $55,000, there is a need to continue work digitizing and indexing records for the Departments. UBEO has provided an estimate for the remaining work as follows:

- Community Development - Building. Scan, index and shred 7 boxes (large-format plans/drawings) for $14,000.
- Community Development - Fire. Scan, index and shred 22 boxes (standard format) for $6,000.
- Police - Code Enforcement. Scan, index and shred 37 boxes for $10,000.
- Public Works - Engineering & Water/Waste Water. Scan, index and shred 174 rolls of plans for $11,000.

For all Departments that have files with UBEO currently, the estimated cost is $41,000 for completion of the project and staff recommends a buffer of $4,000 for a total amount of $45,000 needed during the

fiscal year 2024/2025. The project remains on hold until staff has authorization from Council and the additional funds allocated. Staff also recommends allowing this service be available for future scanning and indexing projects for all City Departments, should those needs arise in the future with the proposed Amendment No. 1 included as an attachment.

JUSTIFICATION:

Digitizing these records will allow staff to more quickly access documents and information they are seeking. In addition to just scanning the records, the documents will come with associated indexing of metadata. This will allow staff to more readily import documents into our existing records storage (e.g. in Laserfiche, to provide access to the public). With these files available to the public after scanned, indexed and uploaded to the City's online repository, it is anticipated that fewer public records requests would be submitted which reduces staff time researching, locating and retrieving files.

FISCAL IMPACT:

Approving the proposed amendment requires City Council authorize the appropriation of funding from the General Fund. The total impact would be increasing $45,000 for fiscal year 2024/2025 and an additional $50,000 per fiscal year thereafter, for a total amount not-to-exceed $300,000 if authorized annually in accordance with the term authorized by Contract 01077.

ALTERNATIVES:

1. Direct staff to revise Amendment No. 1 to the Professional Services Agreement with UBEO and only proceed with scanning of the remaining files in an amount not to exceed $45,000, resulting in a contract amount not-to-exceed $100,000. This alternative would conclude the contract with UBEO after the files already transferred are completed and not allow future scanning/indexing by any departments if the need arises in the future.
2. Direct staff to not proceed with any further work. This alternative would result in the files being returned to the City without digitization of records from Building & Safety, Code Enforcement, Fire and Public Works, and require storage of the files on-site.

BUDGETED?:

No

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Contract No C01077 - UBEO
2. 10-8-24 City Council Report Approving PSA for UBEO
3. CC Resolution No. 2024-156
4. CC Resolution No. 2025-52 Amend No 1 to PSA UBEO
5. Attachment A C010177 - UBEO Amend No. 1 to PSA Citywide Scanning and Indexing Services

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AGREEMENT FOR PROFESSIONAL SERVICES (C01077) FOR SCANNING AND INDEXING SERVICES BY AND BETWEEN CITY OF BANNING AND UBEO WEST, LLC DBA UBEO BUSINESS SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: 10/11/2024, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and UBEO West, LLC dba UBEO Business Services, a California Limited Liability Company, ("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 RFP # or a request for a proposal)the performance of the services for the Scanning and Indexing 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

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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,

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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.

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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
Nick Sabatini	VP, Managed Services West Region

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.

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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

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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 Fifty-Five Thousand Dollars ($55,000.00) (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.

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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

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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 October 31, 2025 with an option to extend for an additional four (4) one-year terms, 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

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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.

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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

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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.

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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

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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.

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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

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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

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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.

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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: Caroline Patton Administrative City Clerk City of Banning 99 East Ramsey Street Banning, California 92220 Email: cpatton@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com

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If to Consultant: Attn: Nick Sabatini
VP, Managed Services West Region
UBEO West, LLC dba UBEO Business Services
3131 Espalanade
Chico, CA 95973
Email: nsabatini@ubeo.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.

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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.

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"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]

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

10/11/2024

Douglas Schulze, Date
City Manager

ATTEST:

10/11/2024

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

10/11/2024

Serita R. Young Date
City Attorney

CONSULTANT

Nick Sabatini 10/11/2024

NAME: Nick Sabatini Date
TITLE: VP Managed Services

NAME: Date
TITLE:

94-1461160

Tax ID No.

Address: 5855 Rickenbacker Road
Commerce CA 90040
Nsabatini@ubeo.com

City Council Approval: 2024-156

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.

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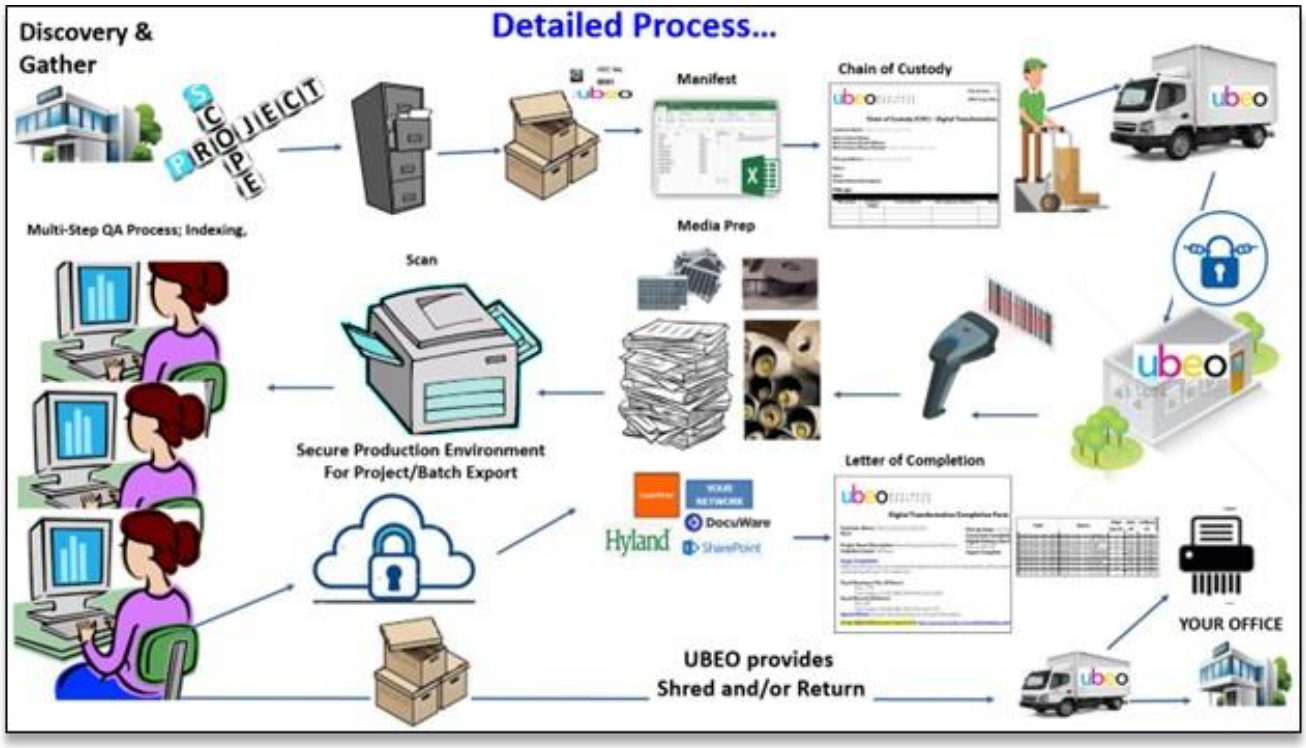
EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Scanning and Index 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:



UBEO Business Services is pleased to present this proposal to the City of Banning for the digitization of your significant paper records. Our project understanding and executive summary outlines our comprehensive approach towards this transformation, centered on accuracy, security, and accessibility of your essential data.

In this proposal, we emphasize:

Our understanding of your unique needs, City of Banning is requesting a proposal for Digital Transformation which consists of conversion of various physical paper documents being scanned, Plans and Boxes of standard size paper and large-format documents that were provided in attachments: (B) Public Works – Planning Department, (C) Public Works – Engineering Department, (D) Water – Wastewater Department, and (E) Community Development Department for City of Banning. File folders may contain, but are not limited to, flat, folded, or bound documents of varying sizes from business cards, index cards, photographs, and plans up to 36”x48”. Plan rolls will vary in size from under an inch to 12” or more in diameter and file size from finished multi-page images shall not exceed 25 megabytes. Should multi-page file exceed the 25-megabyte limit, file shall be divided into smaller components. Documents contain a mix of black and white and/or colored pages.

- **UBEO will scan all paper documents and then will store and hold original documents for an agreed upon time by the City.** Once the City of Banning formally accepts electronic files and signs off on project completion. UBEO will then coordinate with the City to return content as it was received. **UBEO Business Services offers destruction services with a certificate of completion** as well should the City choose alternative options for some content.
- **Our proficient team**, led by seasoned professionals, leveraging our broad experience in document management, enhanced with notable qualifications such as Project Management Professional (PMP) certification and Government Archives and Records Administration (GARA) certification.

- **Laserfiche Repository:** We recognize the need for delivery to your existing system. Our team has the technical know-how to ensure a seamless integration, thereby facilitating the accessibility and administration of digitized documents.
- **Detailed Work Plan** that includes document preparation, scanning using production scanners, stringent quality assurance, precise data entry, OCR for searchable text, and careful migration to your Laserfiche EDMS.
- **Pick-Up Coordination:** We understand the importance of coordinating efficiently with the City of Banning to establish approved dates and times for the pick-up of items to be scanned. **Our team will work closely with City officials to accommodate their schedules and ensure a seamless pick-up process.** Clear communication channels will be established to facilitate any necessary adjustments to the pick-up schedule and to address any concerns promptly.
- **Inventory Management and Tracking:** UBEO will implement a comprehensive process for managing inventory and tracking all plans and documents throughout the scanning process. **Each box will be carefully logged upon receipt at our facility, assigned a unique identifier, and tracked through every stage of the digitization process.** Regular audits and quality checks will be conducted to maintain accuracy and accountability, with detailed records kept to provide transparency and traceability.
- **Proposed Schedule of Processing Phases:** We will provide a detailed schedule outlining the proposed processing phases and the anticipated date of completion for the entire project. This schedule will be developed in consultation with the City to ensure alignment with their priorities and deadlines. Milestones and key deliverables will be clearly defined, allowing for progress monitoring and effective project management. Flexibility will be built into the schedule to accommodate any unforeseen challenges or changes in project scope.
- **Document Retrieval Request Process:** City personnel will have access to a user-friendly request portal or contact point where they can submit their requests. **Upon receipt of a request, our team will expedite the retrieval, digitization, and delivery process, ensuring timely access to the requested materials**. Our recommended document retrieval request process will prioritize efficiency and responsiveness, aiming to return **digital versions of requested documents to the City within 5 hours to 24 hours.** Regular communication will be maintained with the City to provide status updates and address any concerns promptly.
- **Reassemble for Return of Plans and Documents:** Upon completion of scanning, our team at UBEO Business Services will place papers back in folders/boxes in their original order. This ensures that the original order of files received is maintained. **Our team will ensure that the digitized materials are returned in their original order and condition, with appropriate packaging and labeling to facilitate easy identification and handling.** We will coordinate closely with City personnel to schedule the return and ensure a smooth transition back into City possession.

- **Return:**
  UBEO will work with the City for delivery, pickup & return schedules. UBEO can hold your content in our warehouse for up to 45 days after each digital delivery unless the City would like an alternative schedule we could accommodate.

- **Transportation:** Our secure, climate-controlled vehicles will transport the securely packaged and reassembled documents back to the City of Banning or designated location.

- **Verification:** Upon delivery, our team will provide a circular chain of custody and verify the pickup – delivery.

- **Our Commitment:** to adhere to the proposed timeline, ensuring seamless delivery without compromise on quality.

We firmly believe in not only providing successful project completion but also offering valuable insights that could enhance your future document management practices. Rest assured, we aim to provide a closing experience that is as smooth and efficient as every other step in our work plan.

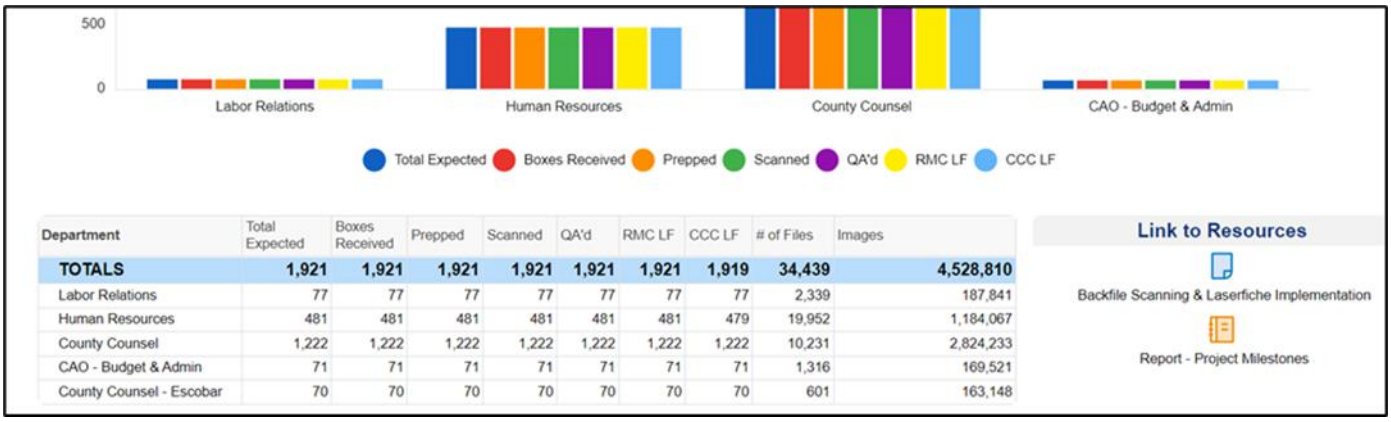
Our strategy commences with an onsite assessment, The initial aspect of our project's inception consists of a comprehensive briefing with The City of Banning. This step is essential for our mutual comprehension and alignment regarding the project's objectives, deliverables, and schedule. We conduct an in-depth analysis of your requirements and the scope of the project in order to formulate a strategic plan that suits your needs the most effectively.

During the orientation, we will acquire a thorough understanding of the current condition of your physical documents and identify potential obstacles that may arise during the course of the project. In addition, our team will familiarize itself with the operating environment, security protocols, and any task-specific operational procedures.

Following the initial orientation, We firmly believe that routine and open communication can streamline operations and nurture a prosperous partnership. Throughout the duration of the project, our project manager and BPO Production Manager will maintain regular, scheduled communication with your team. UBEO utilizes Smartsheet for our projects providing client ***complete visibility*** of project status, milestones, tasks, time projections and more. UBEO will customize per The City of Banning goals.

In addition, your UBEO team will provide the below:

- **Biweekly Updates:** A detailed email will be sent to keep you abreast of the steps scheduled for the following weeks as well as the progress made during the previous weeks. This will encompass all



Department	Total Expected	Boxes Received	Prepped	Scanned	QA'd	RMC LF	CCC LF	# of Files	Images
TOTALS	**1,921**	**1,921**	**1,921**	**1,921**	**1,921**	**1,921**	**1,919**	**34,439**	**4,528,810**
Labor Relations	77	77	77	77	77	77	77	2,339	187,841
Human Resources	481	481	481	481	481	481	479	19,952	1,184,067
County Counsel	1,222	1,222	1,222	1,222	1,222	1,222	1,222	10,231	2,824,233
CAO - Budget & Admin	71	71	71	71	71	71	71	1,316	169,521
County Counsel - Escobar	70	70	70	70	70	70	70	601	163,148

aspects of the project, including document preparation, scanning, quality assurance, optical character recognition, migration, and other tasks according to the project schedule.

- **Scheduled Meetings:** The purpose of these meetings is to review progress, provide updates, resolve any issues, and plan the next steps. Daily, weekly, or biweekly meetings can be scheduled according to your specifications.

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- **Meeting Minutes:** Following each meeting, we will provide a concise yet thorough summary of what was discussed, decisions made, and next steps. This ensures that everyone is on the same page and can refer back to key points as necessary.
- **Methodology Updates:** As we progress through the project, we may identify areas where adjustments to the methodology could improve results. These modifications will be extensively discussed with you and implemented only with your approval.
- **Dashboard Access:** We will build a customized Dashboard in Smartsheet that will allow you to easily request files, see project updates, meeting minute notes, and more. ***This dashboard will also show the current progress of the past milestones, and how much has been processed to help keep you (the client) on budget!***

Our ultimate goal is to ensure that our operations are transparent and to maintain your participation and contentment throughout the duration of the project. We believe this level of communication is crucial for delivering a project that not only meets, but exceeds, your expectations.

To ensure the successful Digital Transformation, a well-defined team structure is essential. The recommended team structure will include both City of Banning personnel and UBEO Business Services staff, each with clearly defined roles and responsibilities. This collaborative approach will ensure all aspects of the project are effectively managed and executed.

Recommended Team Structure

1. *Project Steering Committee*

Role: Provide overall project governance, strategic direction, and decision-making authority.

Members:

- **City of Banning Representatives:**
  - Senior Executive Sponsor (e.g., CIO or Department Head)
  - Senior Department Managers
- **UBEO Business Services Representatives:**
  - Senior Project Manager
  - BPO Manager
  - BPO Facilities Director
  - ECM Manager

Responsibilities:

- Approve project scope, objectives, and key deliverables
- Monitor project progress and resolve high-level issues
- Ensure alignment with City and UBEO strategic goals

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2. *Project Management Team*

Role: Oversee day-to-day project activities, coordinate between teams, and ensure project milestones are met.

Members:

- **City of Banning:**
  - Project Manager
  - Assistant Project Manager or Project Coordinator
- **UBEO Business Services:**
  - BPO Manager
  - Project Manager

Responsibilities:

- Develop and maintain project plans and schedules
- Coordinate resources and tasks
- Manage project risks and issues
- Communicate project status to stakeholders

3. *Technical Implementation Team*

Role: Handle the technical aspects of Laserfiche Briefcase Import and Quickfields session, including system configuration, integration, and testing.

Members:

- **City of Banning:**
  - IT Infrastructure Specialist
  - Database Administrator
  - Security Analyst
- **UBEO Business Services:**
  - Project Manager
  - Laserfiche Solution Architect
  - Technical Support Specialist

Responsibilities:

- Configure and import

- Integrate with existing City systems
- Ensure data migration accuracy and completeness
- Implement security measures and protocols

2.5 IV.F Document Indexing and Quick Fields

A. All records shall be named and indexed according to conventions determined by the City. Fields may change based on the document type.
B. Consultant shall be required to structure the indexes in a text file to meet Laserfiche import format.
C. The City shall provide detailed instructions for each project.
D. Consultant shall implement "Quick Fields" application allowing for automatic entering of indexed fields which follow electronic document management system templates in Laserfiche.
1. For Example.
    1. Naming Scheme (Indexing)
        1. Folder Tab/Name
        2. If not folder, Document/Binder title or Type.
    2. Plan Set Naming Scheme (Indexing) On Tag
        1. Project Name
        2. Most Recent Date
E. The Consultant will produce a Pilot or sample to each Department to insure Indexing (Folder Structure & File Naming) for process approval from City of Banning prior to producing entire collection

UBEO Understands and Agrees.

Classification
This step is crucial for our shared understanding and agreement on the project's goals, outcomes, and timeline. Preparation Classification (Identification) and Sorting of Documents, The next step involves classifying, prioritizing, and categorizing documents to be scanned. This procedure guarantees the efficiency of the digitization process and facilitates navigation of the digital archive.

We will create a well-defined, mutually-agreed-upon sorting and pick-up strategy for your documents that is compatible with organizational **schedules**, **deliveries, and parking**. This collaborative procedure will ensure precision and facilitate a more seamless system integration. By involving all relevant parties in the review and approval of the classification and categorizing strategy, we ensure consensus on the project.

UBEO Business Services recommends classifying at the file level or entire box level.

1. ***Standardized Formatting Guidelines:***
    - We will develop comprehensive formatting guidelines to ensure consistency across all digitized documents. This includes specifications for file format, resolution, and any other relevant parameters to maintain uniformity and readability.

2. ***File Naming Conventions*:**
    - Our team will work with the City of Banning to establish clear and intuitive file naming conventions to facilitate easy identification and retrieval of documents. This may include

incorporating relevant metadata such as project name, document type, date, and other identifying information into the file names.

3. ***Indexing Workflow Process:***
   - We will establish a structured indexing workflow process that outlines the steps involved in categorizing and tagging digitized documents.

4. ***Utilization of Data Tables and Lists:***
   - Our team will leverage data tables and lists to create a standardized set of indexing criteria. This may include tables for project names, document types, permit numbers, and other relevant metadata. By utilizing pre-defined lists, we can ensure accuracy and uniformity in indexing across all documents.

5. ***Quality Assurance and Validation:***
   - To maintain data integrity and accuracy, we will implement quality assurance measures to validate indexed information against the master database. Any discrepancies or inconsistencies will be promptly addressed and resolved to ensure the reliability of the indexed data.

6. ***Automatic Capture and Indexing:***
   - We will deploy advanced document capture technologies, such as Optical Character Recognition (OCR) and Intelligent Document Recognition (IDR), to automatically extract 'clear handwritten text' and metadata from digitized documents. This automated process ensures efficient and accurate indexing of documents without manual intervention.
   - Metadata extracted through automatic capture will be used to populate indexing fields, including project names, document types, dates, and other relevant information. This streamlined approach minimizes the need for manual data entry and reduces the risk of human error.
   - Our team will configure the document capture system to recognize and classify documents based on predefined rules and templates. This ensures consistent and standardized indexing across all digitized documents, enhancing searchability and retrieval efficiency.

Physical Preparation

Once an identification strategy has been agreed upon, we move on to the physical preparation of documents. This phase entails preparing the physical documents for scanning by removing physical obstructions such as staples, bindings, paper clips, and other impediments.

Our team manages this process meticulously, preserving the original documents' integrity while preparing them for digitization. Aged or fragile documents will be handled with special care to prevent damage. This preparation guarantees a smooth scanning process, enabling the production of digital copies that are of high quality, clear, and readable.

The physical preparation phase is a meticulous procedure that sets the stage for a successful digitizing process and lays the groundwork for a seamless transition from paper-based documents to an entirely digital archive.

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UBEO Production centers are supervised by onsite BPO Production Managers that monitor every step of the process. Our facilities are equipped to meet all security requirements and compliance.

- **Document Inspection:** The first step of the procedure involves a comprehensive examination of all documents. This will assist us in comprehending their current condition and identifying any potential obstacles that may arise during the scanning procedure.
- **Poor Original Image Quality:** *These documents will be noted and a disclaimer cover page indicating poor original quality will be included with the scan*.
- **Removal of Bindings:** To prepare the documents for the scanning procedure, all staples, bindings (Velo), paper clips, coil binders, fold-over tab binders and other physical attachments will be removed.
- **Sticky Notes:** Attached sticky notes will be meticulously removed, reapplied to the back of the respective documents, or placed on a new sheet of paper. This ensures that no original text is obscured during the digitizing process.
- **Folder Preparation:** On the Manila folders, any notes or essential information can be preserved. If necessary, the team can remove the folder dividers and any accompanying notes to ensure that this information is captured during scanning. *We can cut the folders to ensure they're scanned with the entire process.*
- **Flattening Content:** Curled (dog ears) or crumpled pages will be carefully flattened in order to assure high-quality scanning.
- **Document Repair, "Non – Reflective Tape":** Damaged documents, including shredded pages, will be repaired to an extent to ensure the digital copy maintains the document's integrity.
- **Special Treatment for Fragile Documents:** Older, delicate, or fragile documents will be handled with special care to prevent further harm during the preparation and scanning process. Our team will mark these contents separately, to ensure we use them on a scanner that is gentler with fragile work.
- **Box Monitoring:** Each document or document collection will be monitored to ensure that no documents are misplaced or lost during the preparation process. This monitoring will happen throughout the project.

**If a record file contains no pages, we will add a disclaimer cover page and notify the city.*

2.6 IV.D Document Imaging (Scanning) Specifications

1. The City's originals are NOT to be altered in any way. All images are to be representative of the original records.
2. Blank pages (with no text or image) are to be eliminated.
3. Black borders shall be removed.
4. Scan all documents at a minimum of 600 dpi with Auto-Color PDF images (only) for all departments. Each document, binder or file will be output as a multipage PDF.
5. Images shall be de-skewed to the best possible alignment and auto-rotated (in readable format) in Laserfiche.
6. Images are to be de-speckled to the degree that will afford improved readability but not erase characters.
7. File size from finished multi-page images shall not exceed 25 megabytes. Should multi-page file exceed the 25-megabyte limit, file shall be divided into smaller components.

1. Blueprints/plans can exceed this size limit since we want to maintain the document's quality. Other documents may be tagged that will override the 25 megabytes limit. The

department rep will indicate which documents will exceed this requirement during the project.
8. Quality inspection of documents shall occur at the time of scanning.
9. Illegible images shall be rescanned by the Consultant at no charge so that the document is as legible as the original.

UBEO Understands.

Scanning and Digital Conversion
After the document preparation phase is complete, our highly trained team members will load the prepared documents into our cutting-edge production scanners. To ensure the acquisition of high-quality, clean images, our staff have received extensive training in the maintenance and cleaning of scanners, as well as the detection of potential scan lines. We use a combination of automated software and manual inspections to ensure that each page is accurately and thoroughly captured. All pages will be scanned in, and in the end merged to a multi-page *document in a tiff, pdf, or a preferred format per the City of Banning*.

We comply with industry standards by scanning all documents at a resolution of 300 dpi and in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM). **Per the City of Banning all documents will be scanned at 600 dpi.** This, combined with our optimized gamma, brightness, and contrast settings, produces a black-and-white output that is crisp and readily readable. To ensure efficient storage of older content, we recommend keeping photographs in black and white for archival documents and infrequently accessed files. However, we can modify this dependent on the needs of the client.

Special Document Handling (Large Format, Fragile Items, etc.), For **large format or fragile documents, we handle them with extra caution and utilize specialized scanning equipment to guarantee that they are digitized accurately.** Depending on the condition and quantity of each special document, the optimal digitization method is determined. In certain instances, this may entail scanning on a flatbed scanner.

Wide format (large format) contents will be scanned on a specialized scanner with sensors made to handle the larger content.

Optimized Configuration and Quality Assurance, we employ **border removal and deskewing techniques** to ensure that the scanned image is as accurate to the original as possible and to improve the effectiveness of the Optical Character Recognition (OCR) process further down the line. Our scanners are endowed with **double-feed detection technology to ensure that no content is lost when scanning in duplex mode. In addition, we use technology to eliminate any blank pages**, followed by a manual (human) check to ensure that no content has been omitted inadvertently. ***UBEO will keep a log of items that do not produce OCR text and inform the City of Banning upon discovery.***

Post-Scanning Quality Verifications, after each page of a document has been digitized, our specialized QA team examines each page. Our scanning team conducts a preliminary check during the scanning process. During this post-scan QA step, we take a more thorough evaluation to ensure that no discrepancies were overlooked.

UBEO will work with The City's Information Technology Department Staff to understand their preferred methods of data transfer to the Laserfiche EDMS. We will comply with the City's security and compatibility standards and configure the chosen delivery method outlined in the RFP which requires **a hard drive for each department.**

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2.7 IV.H Quality Control

1. Consultant shall ensure digital entries accurately match the scanned hardcopy record at the time of scanning and ensure the appropriate references are in place. Consultant shall provide ongoing quality assurance/quality control (QC/QA) and review of records indexed.
2. The City desires the option to destroy some or all original documents scanned, thus the quality of scanned documents and diligence of quality control must be superior. Consultant will provide ongoing quality assurance/quality control (QC/QA) review of records scanned.

UBEO Understands.

UBEO also offers secure document destruction services, which include a certificate of completion to ensure proper documentation and compliance.

The QA staff executes the following tasks:

- ***Thorough Page Review:*** Examine each digitized *document page by page to ensure there are no errors and omissions* and that all documents were scanned appropriately.
- ***Blank Page Verification:*** During the scanning process, technology is used to automatically eliminate any vacant pages. To ensure that no content is omitted inadvertently, **our QA team examines all removed "blank" pages.** If significant content is discovered, these pages are added back to the digital file.
- ***Legibility Checks:*** Ensure the legibility of each scanned document by looking for text that is obscured by sticky notes, creases, or other physical damage. Our team will address these issues to improve readability.
- ***Resolution and Quality Checks****: Each image undergoes checks for resolution, clarity, skew correction, and* ***elimination of borders to ensure that the digital version is an accurate representation of the original.***
- ***Process of Verification and Validation*****:** Our quality assurance procedure concludes with the verification and validation of the digitized documents. This includes randomly comparing the digital files to the original documents to ensure the digitization process was accurate and thorough. This rigorous verification and validation procedure ensures a near-zero error rate, delivering digitized documents that are accurate representations of their original counterparts.
- ***Validation for Errors and Omissions:*** After completing the process of quality assurance, we move on to data entry and indexing. In accordance with your specific requirements and instructions, our data entry team enters the necessary data into the document management system. This data could include that we agree on at a later time. This data can be the folder names, box name, and other pertinent information to help with easy file retrieval.

To ensure the accuracy of this crucial stage, another team member cross-checks the data entered against the original document, fostering a culture of accountability and precision. This system further ensures that

our data entry process has a near-zero error rate. Once the indexing is completed, a supervisor verifies the data entered and checks it for quality issues, spelling mistakes, and performs a final quality check.

2.8 IV.E Optical Character Recognition (OCR)

A. All text records must be OCR'd and the OCR files delivered with the images. The OCR is to be delivered with a native within the image.

UBEO Understands.

- ***OCR Process Review:*** After the document images have been scanned, indexed, and subjected to our stringent quality assurance procedure, Optical Character Recognition (OCR) is performed. OCR is a powerful technology that converts various document formats, such as scanned paper documents, PDF files, and digital camera images, into searchable data. Our procedure begins by applying advanced OCR software to scanned images. *This software identifies and converts the text within each document into digital text. It effectively "reads" the text from the image and converts it into text data that can be searched.* Our technology also attempts ICR (Intelligent Character Reading) to try and decipher human handwriting. For clear human handwriting it will be available to be searched.

- ***Quality Control for OCR Output:*** To guarantee the accuracy of our OCR output, each document undergoes an additional level of quality assurance. ***Our devoted staff compares the OCR output to the original image in order to identify and remedy any discrepancies.*** This assures a high level of precision in the text data output, making the documents fully searchable and significantly more useful than static images.

- ***Overcoming OCR Challenges:*** OCR is a powerful instrument, but it is not without its difficulties. Poor-quality originals, intricate page layouts, messy handwriting, and uncommon fonts can result in less-than-perfect OCR results. However, ***we constantly train and retrain our OCR software, and work with OCR vendors to improve results. We're confident we have the best OCR technology on the market at this time.***

In addition, we are dedicated to the ongoing enhancement of our OCR capabilities, routinely updating our software, and training our staff in the most recent OCR techniques. This ongoing commitment enables us to deliver consistently high-quality results, regardless of the task's complexity.

2.9 IV.G Importing of Data

(1) The scanned pdf images and a text file which will include the index values will be delivered on a hard drive for each department.
(2) The index values must be formatted to successfully import into Laserfiche.

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UBEO Understands.

UBEO is a Laserfiche Platinum VAR with 26 years of experience.

2.10 Preparation for Migration

Preparing the scanned, indexed, and OCR-processed data for transmission is the initial step in the migration process. Our team meticulously organizes all files and documents in accordance with the client's existing Laserfiche file structures or a structure proposed to meet the client's requirements.

Our software migration procedure begins with a thorough examination of the associated metadata for each document. This metadata, gathered during the scanning and indexing phases, is utilized to structure and organize digital files in accordance with system requirements.

After the files have been structured, our software generates a highly compatible file format that can be easily imported. This expedites the migration process and reduces the likelihood of errors or compatibility issues.

1. **Selection of Test Documents:**
    - **We will collaborate with the City to select a representative sample of documents for inclusion in the test set for each department per the City of Banning.** These documents will encompass a variety of types, formats, and content to adequately assess the digitization process's performance across different scenarios.
2. **Scanning and Indexing Process:**
    - The selected test documents will undergo scanning using the designated equipment and settings. Concurrently, metadata indexing will be applied based on predefined criteria to simulate the full production process.

3. **Validation of Search and Retrieval:**
    - The test sets will be uploaded into a testing environment, where functionality such as search, and retrieval will be evaluated. This ensures that users can effectively locate, and access documents based on indexed metadata, validating the searchability and usability of the digitized content.

4. **Feedback and Iteration:**
    - Feedback will be solicited from stakeholders, including City personnel and IT staff, regarding their experience with the test sets and any areas for improvement identified. Based on this feedback, iterative refinements to the digitization process will be implemented as necessary.

2.11 Validation, Post-Migration

After the migration is complete, we undertake a post-migration validation to ensure that all documents were transferred accurately and are indexed correctly in the new system. This requires a thorough comparison of the transferred files to the original document inventory. To ensure the integrity and exhaustiveness of your digital archives, all discrepancies are resolved expeditiously.

2.12 Resolution Steps and Responsiveness

UBEO acknowledges that in every project, issues and challenges may arise. Responsiveness and efficiency in addressing these issues are crucial to project success. Here are our outlined resolution steps:

2.13 Regular Communication and Project Meetings

Proactive communication is a key component of our project management approach. Our Project Manager and the BPO Production Manager will maintain regular communication with the designated point of contact at the City of Banning.

In addition to formal project meetings, we will ensure a constant line of communication for any immediate concerns, questions, or suggestions. **This communication will take place through various means such as email, phone calls, or instant messaging, as per the preference of the City of Banning.** The aim is to ensure that the client is always aware of the project's status and any developments. By promoting an open and proactive communication environment, we aim to foster a collaborative relationship that aids in the project's successful execution.

2.14 IV.K Damage To Records

1. Any damage to City records, or other issues, irregularities, difficulties, or challenges shall be reported immediately in writing, via email.

UBEO Understands.

2.15 Issue Identification, Reporting, and Responsiveness

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In the event of any issues during scanning, indexing, OCR, or data migration, our team has a robust system for issue identification and reporting.

Issue Identification: Our quality assurance process is designed to catch any issues promptly, and our project team is trained to be attentive to any potential problems that might affect the quality of the work or the project timeline. Issues can be technical, related to document quality, or involve challenges with data migration.

Issue Reporting: Once identified, issues will be immediately documented. The report will include a detailed description of the issue, the time it was identified, its current and potential impact on the project, and any immediate action taken. **Per the City of Banning this communication will be sent in writing via email to City contact.**

Responsiveness: We prioritize prompt responsiveness in our approach. Once an issue is identified and reported, our team will begin working on its resolution immediately. This commitment to responsiveness minimizes the potential for any delays or quality concerns, maintaining the integrity and timeline of the project.

2.16 Corrective Action and Resolution

Once an issue is reported, we initiate our corrective action process. This process is designed to not only address the immediate concern/issue but also to prevent similar issues from occurring in the future. Our team, including the project manager, technical specialists, and quality assurance personnel, will collaboratively work on issue resolution. The corrective action might include modifying scanning or indexing procedures, adjusting OCR settings, or revising migration scripts. The resolution's details, including the actions taken and their results, will be documented and communicated to the City of Banning.

2.17 Client Feedback and Iterative Adjustments

We highly value client feedback and consider it crucial for the project's success. The iterative nature of our work plan allows us to implement any changes or improvements based on the client's feedback at each milestone. Once a milestone is reached and the deliverables are submitted to the City of Banning, we will seek their feedback. This feedback will then be reviewed and incorporated into the upcoming iterations. This iterative adjustment process ensures that the final deliverables meet the City of Banning's expectations to the fullest extent.

2.18 Escalation Process

Despite all preventive measures and corrective actions, some issues may require higher-level intervention. For such situations, we have an escalation process in place. If an issue can't be resolved at the project level or if it has substantial potential implications for the project, it will be escalated to our senior management team. The escalation process ensures that critical issues receive the necessary attention and resources for their resolution. In addition, they will have the option to escalate issues directly to our senior management if they feel that it's necessary.

2.19 IV.B Reassemble Records After Scanning

1. All documents shall be returned to the original box, container, file, etc. in which they were received.
2. Plans shall be re-rolled unless instructed otherwise by the City.

3. Consultant will not have to rebind materials (no re-staple, no rebinding, no re-clipping) unless instructed otherwise by the City. The City expects that the documents will be returned nearly in the same files folders as received.

2.20 IV.L Document Return

1. Consultant shall return all scanned boxes of paper and plans.

UBEO Understands.

After the backfile scanning process is complete, our team at UBEO Business Services will meticulously reassemble all the original physical documents. This process involves a number of crucial steps, which are detailed below:

- **Document Reassembly:**
  Documents disassembled for digitization will be meticulously reassembled in their original order. Plans received in a rolled format will be returned in the same manner unless the City specifies otherwise. This process ensures the preservation of the original file order, facilitating easier access for district personnel to locate specific information.
- **Quality Assurance:** reassembly, we will implement a thorough quality assurance process to verify the accuracy and completeness of the reassembled documents. This comprehensive quality check will ensure that all documents have been correctly reassembled, with no documents missing or improperly filed. Our meticulous approach guarantees the integrity and reliability of your document management system, providing you with confidence in the precision and organization of your records.

- **Secure Transportation:**
  Our transportation process ensures the utmost security and care for your documents. Utilizing secure, climate-controlled vehicles, we will transport the securely packaged and reassembled documents back to the City's designated location. This approach ensures that the documents are maintained in excellent condition during transit, preserving both their integrity and confidentiality.
- **Verification:** Upon delivery, our team will facilitate a meticulous verification process. This involves comparing the returned documents against the initial inventory list to ensure that every document is accounted for and in the expected condition. **To maintain the highest standards of security and accountability, we employ a robust chain of custody protocol**. This protocol meticulously tracks the movement and handling of documents from the moment they leave your possession until their return. By doing so, we guarantee the integrity and security of your documents throughout the entire process.
- **Meticulous Measures for Document Integrity:** By implementing these meticulous measures, UBEO Business Services ensures that the City's physical documents will remain organized and easily accessible throughout the entire backfile digitization project. This comprehensive approach safeguards the integrity of your valuable records, maintaining their accuracy and reliability from start to finish.
- **Content Storage and Management:** We will securely store your content in our warehouse for 45 days following each iteration of the project. Should the City prefer an alternative schedule, we are more than willing to accommodate your needs. Upon your acceptance of the delivered iteration, we will promptly seek your approval to return the contents to your facility.

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In addition to storage and delivery services, UBEO offers secure document destruction services, complete with a certificate of completion to ensure proper documentation and compliance with all relevant regulations.

We are committed not only to delivering a successful project completion but also to offering valuable insights to enhance your future document management practices. You can be assured that our goal is to provide a closing experience that is as smooth and efficient as every other step in our work plan.

2.21 IV.M Final Inspection and Acceptance

1. Based on the specifications described in this document, the City will make the final inspection of scanned images once imported.
2. Inspection is to be completed within 90 days of receipt of images.
3. Acceptance will be achieved when the inspection is completed, and the Consultant made all corrections, if necessary.
4. 10% of contract total will be withheld until all corrections are made and the City accepts the work.
5. Proponent invoices shall denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date.

UBEO Understands and agrees to the final inspection and acceptance terms outlined by the City of Banning. We will ensure that all scanned images are thoroughly reviewed, and any necessary corrections are promptly addressed to meet the City's specifications. We understand that the City will complete the inspection within 90 days of receipt of the images and that acceptance will be granted upon satisfactory completion of this inspection.
We also understand the terms regarding the 10% contract retention until all corrections are made and the work is accepted by the City. Our invoices will clearly denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date, in compliance with the City's requirements.

3 V.B Proposal (B.) Company Information

We aim to clearly convey that UBEO is the premier strategic partner to support the City of Banning's mission through this RFP for Document Scanning Services.

With 68 years of experience in the industry, UBEO has established a proven track record of excellence in customer service. Our longstanding history and commitment to quality make us uniquely qualified to meet and exceed the City's expectations for this project.

We look forward to the opportunity to demonstrate our expertise and dedication to your success.

UBEO SUCCESS

CORPORATE METRICS

1200+ EMPLOYEES

OVER 50 LOCATIONS IN U.S.

GLOBAL SUPPORT COVERAGE

500 SERVICE STAFF

BEST IN CLASS SERVICE

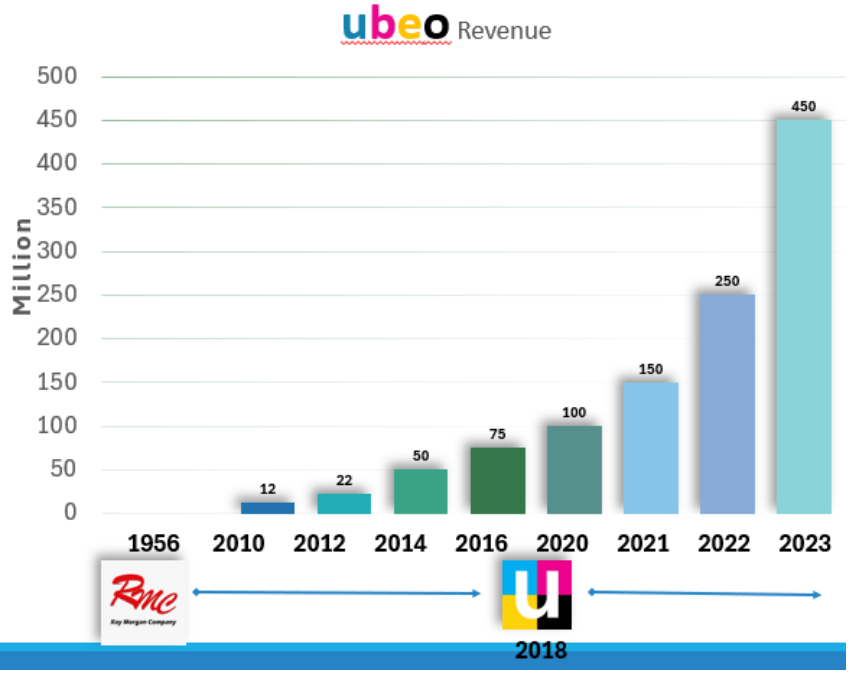
30K CLIENTS

780 PRODUCTION CLIENTS

96% NATIONAL UPTIME

94% FIXES ON FIRST CALL

68 Years Expanding Market Share



UBEO Leadership

Jim Sheffield - CEO of UBEO, LLC

Jim Morrissey - President of UBEO, LLC

Sales
Bruce Manly
VP of Sales Operations

Jeff Galovic
VP of Strategic Planning

Richard Whitlock
West Region President

Tracy Galow
Central Region President

Paul Lee
East Region President

Aftermarket
Brian Murphy
Senior VP Field Services

Jim Woolfrey
VP of Supply Chain

Operations
John Barbieri
Chief Operating Officer

Travis Sheffield
VP of Acquisitions/ Corporate Counsel

Mike Emanuel
VP of Vendor Relations

Finance
John Fortino
Chief Finance Officer

Karin Noon
Senior VP of Finance

Human Resources
Amy Freiermuth
Cen/East Regional Director of Human Relations

Melanie West
West Regional Director of Human Relations

Field Admin
Laura Laney
VP of Field Admin

Marketing
Ronnie Hay
Director of Marketing

UBEO Leadership and Size

Year Founded: *1956*
# of locations in the U.S: 56

# of employees: *1,200+*
Annual Revenue: $400 million

Local UBEO office for The City of Banning: 5855 Rickenbacker Rd., Commerce, CA 90040

Website: https://www.ubeo.com/

UBEO has also invested in the development of industry leading technology support. UBEO ProIT specializes in supporting technology solutions for our clients. This expertise allows UBEO to blend a complete suite of best-in-class technology solutions in the following areas.

✓ Document Scanning, Digital Imaging and Conversion Services	✓ Enterprise Document Management
✓ Print Management and Advanced Scanning Software Solutions	✓ Multi-Function Devices
✓ Managed Print Services	✓ Wide Format and Specialty Print Solutions
✓ Production Print Solutions	✓ Integrated Fax Server Solutions
✓ Business Process Outsourcing	✓ On-Site Managed Workplace Services

4 V.B Proposal (C.) Company Personnel

- This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.
- An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

  UBEO Understands and agrees all assigned key professional staff are properly licensed to practice in California.

Key Personnel

UBEO Business Services takes great pride in its team of devoted professionals who are at the vanguard of providing our clients with exceptional service. Our project team, which specializes in document management and business process outsourcing, is comprised of seasoned industry professionals who are outfitted to comprehend and meet your specific needs.

Our team offers comprehensive solutions by combining practical experience, in-depth industry knowledge, and technical expertise. From Project Managers with PMP certification to our BPO Manager with a business doctorate and a Government Archives and Records Administration (GARA) certification, our entire team is trained to prioritize client satisfaction and deliver superior results.

In the following section, we will describe the roles, qualifications, and experiences of our essential team leaders. This will provide a clear comprehension of the team dedicated to the successful completion of your digitization project.

- **Nick Sabatini – Vice President Managed Services**
  - Decorated career in Business Outsourcing and Conversion Services.
  - Very involved executive who checks in on all clients and projects actively.
  - Oversees all Conversion Services, Onsite, Mailroom and other outsourced projects and clients.

- **Kristen Sparkes – Business Process Outsourcing Manager**
  - Decorated project manager for Conversion Services projects.

- Extensive experience customer service, project management & working with clients to fully understand scope & deliver client needs in the ever-changing modern world of data.

- **Lance White – Business Process Outsourcing Operations Manager**
  - Decorated career spanning 30+ years in document management and Conversion Services.
  - Vast experience with enterprise and government accounts.

**Additional team resources will be assigned when the project is allocated.*

5 V.B Proposal (E.) Experience and References

Experience

UBEO has a plethora of experience working with a variety of organizations helping them to convert a variety of file types in the government, education and private sector:

- Local County - **5.5 Million images** / 6 Departments – on site project 14 months – on going with additional departments
- Local County Public Defender - **2.2 Million images** and on-going
- Local Transportation Organization - **1.7 Million images**/ Accounting Department – 1st of ALL departments
- Local Non-Profit – **5.3 Million images** Health Client Records
- Local Community College – **2.1 Million images** – 7 Departments – On Going for 6 more departments
- Local Unified School District – **1.7 Million images** – Student Records

UBEO fully understands the requirements outlined in your RFP. Based on the information provided, our response will demonstrate UBEO's capability to deliver the desired scope of services effectively. Additionally, we will share industry best practices with the City to help identify and address potential challenges, ensuring the most cost-effective solutions.

Our executive summary outlines our comprehensive approach to this digital transformation project, focusing on three core pillars: accuracy, security, and accessibility of your essential data. We are committed to providing solutions that not only meet but exceed your expectations, ensuring a seamless and efficient transition to a more streamlined document management system.

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UBEO possesses extensive expertise and experience in handling highly sensitive and confidential information, including human resource files, plans, permits, financial records, and mission-critical documents. Our proven track record in managing such vital data ensures that we are well-equipped to meet the stringent requirements of the City of Banning.

We will develop and implement a comprehensive project plan tailored to ensure a smooth and efficient transition for the City of Banning's Document Scanning project. This plan will encompass all aspects of the process, from initial assessment to final delivery, guaranteeing the highest standards of security, accuracy, and efficiency throughout the entire project lifecycle.

Additionally, we are including a case study that showcases our experience and expertise in digital transformation and scanning highly sensitive documents, further demonstrating our capability to handle this important project with the utmost professionalism and care. UBEO is committed to customer excellence and guarantees the best customer service, ensuring that your specific needs and expectations are not only met but exceeded.

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Customer	Contra Costa County
Vertical	Government

THE PROJECT

- Needed to convert all paper files to digital – (5.4 million images) ahead of moving to new county headquarters
- Needed to decide on an enterprise document management solution
- Wanted a solution to improve the management of paper-based files
- Looking to improve both the internal and external customer experience
- Multiple locations throughout the county
- Provide a fully managed program for the internal county customers

THE HISTORY

- 44 locations in Contra Costa County
- UBEO Team:
  - Account Executives -Martin Soares and Jamie Williams
  - UBEO – Analyst & Specialist Team
  - Nick Sabatini – VP, Managed Services
- They had current IT and Document Management support challenges due to headcount limitations.
- Moving to new facility with the goal of moving virtually paperless

LIMITATIONS

- Multiple locations throughout the county
- Confidential county council documents
- They were researching with three (3) other Service Providers
- Limited expertise for an enterprise document management solution
- Upon award and post implementation Covid 19 hit
- Business continuity
- Staff safety

APPROACH

- Introduced our team, methodology and approach.
- Discussed the UBEO Managed Services *model which includes dedicated onsite UBEO Managed service personnel.*
- Discussed our proven processes (discovery, design, transition, post support, documentation, and reporting and reviews)
- Performed a digital transformation and service assessment.
- Created our Finding and Recommendations (FRD) Documented to collaborate on and presented our solution.
- Incorporated all three key aspects of the customer request.
  - File conversion from paper to digital on premise.
  - Engineered enterprise LaserFiche solution.
  - Incorporated SharePoint expertise

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BENEFITS

- CCC IT leadership and UBEO collaborating on Managed Services and additional digital transformation opportunities:
- DoIT – Digital transformation services
  - ✓ Document conversion
  - ✓ Document management engineering
    - ➢ Laserfiche
    - ➢ SharePoint
  - ✓ Cloud Migration
  - ✓ Onsite managed services team performing document conversion services

- UBEO Relationship management
  - ➢ Account Management
  - ➢ Technical Consulting
  - ➢ Process Documentation
  - ➢ SLA compliance reporting
  - ➢ Technology and Services Road mapping

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5.1 Company shall provide at least (3) references

1. **Contra Costa County** UBEO has been converting client records to digital for over 3 years. Work Commenced in early 2020 and continues on project basis– 38K files and 5.2 million images. Ijeoma Chukwunyelu 925.6084051 **ijeoma.chukwunyelu@doit.cccounty.us** 30 Douglas Drive Martinez, CA 94553

2. **Valley Transportation Authority – Human Resources, Accounting, Various Other Departments** UBEO was awarded the RFP for Valley Transportation Authority. Work Commenced late 2022 and continues – 16.5K files & 2.7 million Images.
   Jon Maier 408-321-7121 **Jon.Maier@vta.org** , 3331 North First Street, San Jose, CA 95134.

3. **Aaron Riechert Carpol & Riffle, APC** UBEO has been converting client records to digital for over 2 years. Work Commenced late 2021 and continues – 10K files and 1.2 million images. Jaedra McSweeney (650) 368-4662, ext. 103 **jmcsweeney@arcr.com** 333 Twin Dolphin Dr # 350, Redwood City, CA 94065

5.2 IV.J Schedule

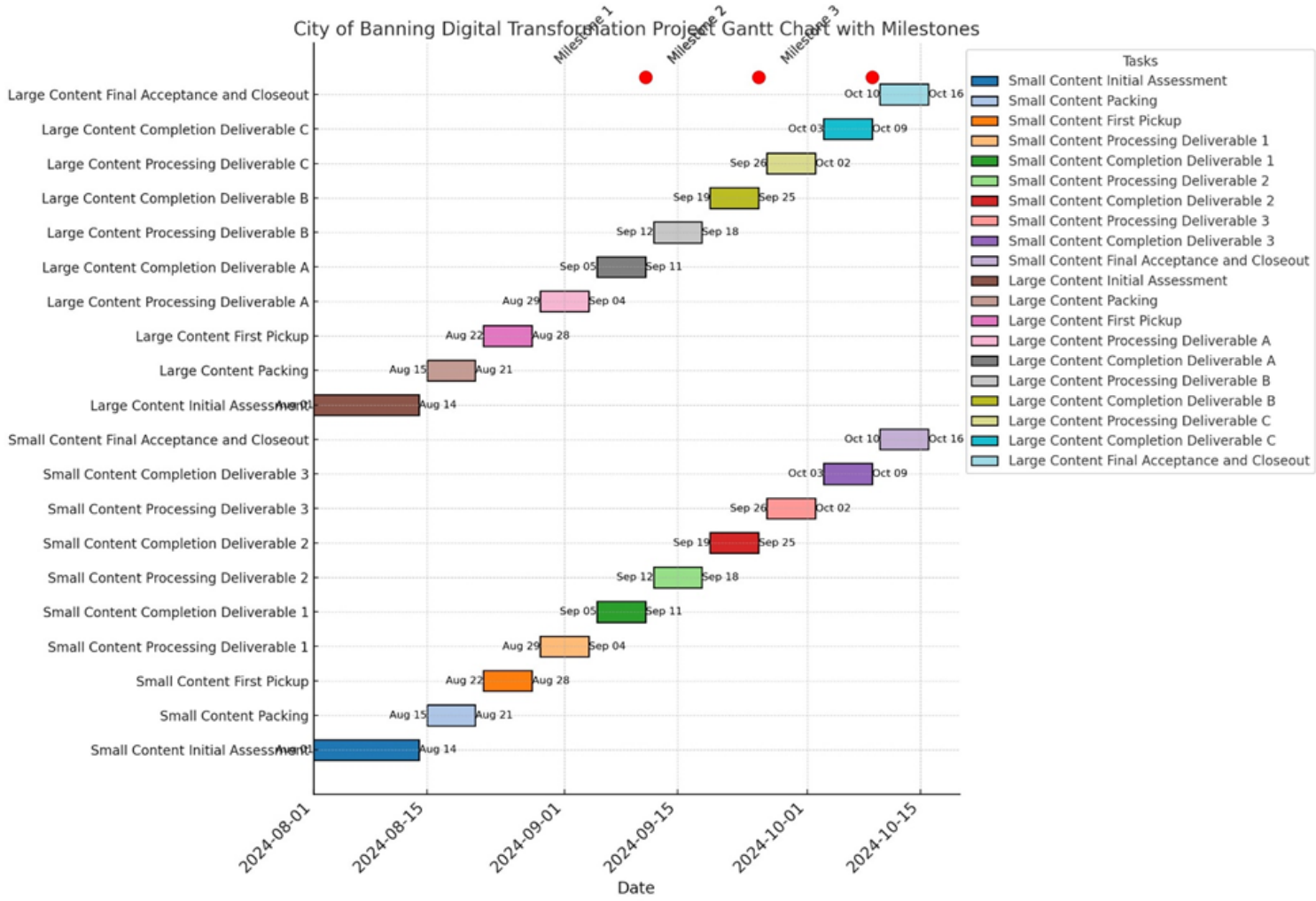
1. The Consultant shall provide a project schedule indicating a timeline of activities to perform imaging services from start to finish.
2. City of Banning will assign a Point Of Contact(s) in coordination with the Consultant Project manager to insure timely feedback & authorization.

5.3 Example Detailed Project Schedule

Key Dates

As we will not be able to know the exact dates until the project formally kicks off. Here is an example schedule based upon the number of weeks. This is divided into multiple parts based upon the standard content per department in 171 boxes and the large format per department which consists of a combined estimate of 6,090 plans. These will be processed simultaneously. UBEO will complete the project within the agreed upon schedule with the City of Banning. This of course is adjustable, example broken down below.

EXAMPLE SCHEDULE: UBEO TO PROJECT PLAN BASED ON CITY OF BANNING TIMETABLE AND FLUCTUATION OF SERVICE NEEDS AND ASSOCIATED PRICE ADJUSTMENTS.



Standard Content / Boxes

This content will be processed in UBEO Processing Center simultaneously for all departments. We will negotiate with the City of Banning on the processing speed and scale up or down from these points to the full capacity of UBEO's processing center(s).

This is an example schedule that can be altered to City of Banning's liking.

This content which consists of an estimated 171 Boxes will be processed in UBEO Processing Center. We will negotiate with the City of Banning on the processing speed and scale up or down from these points to the full capacity of UBEO's processing center(s). This is an example schedule that can be altered to City of Banning's liking.

- **Week 1-2 (August 1st – 14th):** Initial assessment of files, project kickoff meeting, and discussions with the client's staff.
- **Week 3 (August 15th – 21st):** A team from UBEO will arrive at the City of Banning and work on packing up all files carefully and safely. These boxes will be barcoded, given a basic inventory, and be prepared for the UBEO pickups.
- **Week 4 (August 22nd – 28th):** First pickup, UBEO Business Services to pick up all standard boxes.

- **Week 5 (August 29th - September 4th):** Start of document processing for the first 60 boxes (Deliverable 1).
- **Week 6 (September 5th – 11th):** Completion of Deliverable 1.
- **Week 7 (September 12th – 18th**): Start of document processing for the second 60 boxes (Deliverable 2).
- **Week 8 (September 19th – 25th):** Completion of Deliverable 2.
- **Week 9 (September 26th – October 2nd):** Start of document processing for the remaining 51 boxes (Deliverable 3).
- **Week 10 (October 3rd – 9th):** Completion of final deliverable.
- **Week 11 (October 10th – 16th): Client** Final Acceptance and Project Closeout for small format documents.

Week TBD: Scheduling continues should the City have additional content for scanning.

Large Format Documents

This content, which consists of an estimated 6,090 large format plans will be processed simultaneously with the standard content in a UBEO processing center with specialized equipment for wide formats. To help differentiate these from the smaller formats, we call these deliverables by the alphabet (A, B, C, D) versus numerical (1, 2, 3).

- **Week 1-2 (August 1st – 14th):** Initial assessment of files, project kickoff meeting, and discussions with the client's staff.
- **Week 3 (August 15th – 21st):** A team from UBEO will arrive at the City of Banning and work on packing up all wide format documents carefully and safely. These sheets will be barcoded, given a basic inventory, and be prepared for the courier pickups.
- **Week 4 (August 22nd – 28th):** First pickup, UBEO Business Services to pick up all content: ~8 boxes which consist of 6,090 wide format sheet that have been inventoried by the City of Banning.
- **Week 5 (August 29th - September 4th):** Start of large format document processing for the first 2,100 sheets (Deliverable A).
- **Week 6 (September 5th – 11th):** Completion of Deliverable A.
- **Week 7 (September 12th – 18th):** Start of large format document processing for the second 2,100 sheets (Deliverable B).
- **Week 8 (September 19th – 25th**): Completion of Deliverable B.
- **Week 9 (September 26th – October 2nd):** Start of large format document processing for the remaining 1,890 sheets (Deliverable C).
- **Week 10 (October 3rd – 9th):** Completion of final deliverable.
- **Week 11 (October 10th – 16th):** Client Final Acceptance and Project Closeout for large format documents.

Week TBD: Scheduling continues should the City have additional content for scanning.

7.2 Small Format Milestones

- **Milestone 1 (Week 6, September 5th – 11th):** Completion and delivery of the first 60 boxes. An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 2 (Week 8, September 19th – 25th):** Completion and delivery of the next 60 boxes (120 total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 3 (Week 10, October 3rd – 9th):** Completion and delivery of the next 51 boxes (171 total). An invoice will be issued upon client acceptance, payable within NET 45 terms.

Large Format Milestones

- **Milestone 1 (Week 6, September 5th – 11th):** Completion and delivery of the first 2,100 sheets (Deliverable A – 2,100 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 2 (Week 8, September 19th – 25th):** Completion and delivery of the next 2,100 sheets (Deliverable B – 4,200 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 3 (Week 10, October 3rd – 9th):** Completion and delivery of the next 1,890 sheets (Deliverable C – 6,090 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.

The example project plan provided is designed to showcase our extensive expertise and experience in managing similar projects. It serves as a comprehensive template to illustrate our capabilities and the structured approach we employ to ensure successful outcomes. This plan demonstrates our proficiency in assessing needs, implementing state-of-the-art technology, and maintaining rigorous quality control standards.

However, we fully recognize that each project is unique and requires a tailored approach. We are committed to customizing a plan that aligns perfectly with the City of Banning's specific needs, preferences, and goals. Our team is prepared to work closely with your staff to understand the nuances of your current systems and workflows, ensuring a seamless integration of our solutions. We will adapt our strategies to meet your timeline, budget constraints, and any other unique requirements you may have.

By leveraging our flexible project management methodologies, we can modify the scope, scale, and focus of our efforts to best serve the City of Banning.

In summary, while our example project plan highlights our general approach and capabilities, We are fully prepared to develop and implement a plan tailored to the City of Banning's distinct objectives, ensuring that all your goals are met with precision and care.

We look forward to meeting with you to discuss the combination of your digital transformation goals and our services for a winning outcome!

Thank you for the opportunity to earn your business – we look forward to the next steps!

Sincerely,
UBEO Business Services Team

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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.

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EXHIBIT "B"
SPECIAL REQUIREMENTS

None

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates stated in 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.

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EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

COST PROPOSAL

REQUEST FOR PROPOSAL FINDINGS AND RECOMMENDATIONS SCANNING AND INDEXING SERVICES RFP-24-062 CITY OF BANNING, CA

Response From:
UBEO Business Services
7076 S Revere Pkwy
Centennial, CO 80112

RFP Respondent's Point of Contact:

Nick Sabatini
Telephone: 650-400-5966
Email: nsabatini@ubeo.com

Response To:
REQUEST FOR PROPOSAL
SCANNING AND INDEXING SERVICES RFP-24-062
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RFP's Point of Contact:
Attention: Barbara Mason, Purchasing Manager
Telephone: 951-922-3121
Email: bmason@banning.gov

6 V.C Price Proposal

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. The total shall be an all-inclusive maximum price and to contain all direct and indirect costs including all out-of-pocket expenses with a full and complete breakdown of all said costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., for the first year's audit engagement.

In addition, a statement must be included in this section that if the proposer is charging travel costs, the proposer's charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

UBEO Understands.

6.1 IV.N Department Pricing

Each department will receive a detailed breakdown of the costs that pertain to their department (see attachments). Each department provided an estimate of the number of documents required to be scanned and indexed. Due to budget, each department reserves the right to reduce the SOW or withdraw from the RFP. After the initial work, if a department still has remaining funds available and locates additional documents, it reserves the right to include those documents until the budget is exhausted, so a detail rate schedule is required. Other departments within the City reserve the right to simultaneously include their documents as the listed departments within this RFP request service. Those departments will receive a separate invoice.

UBEO Understands.

Below is a list of cost estimates based upon the *assumption of volumes provided by the City of Banning during the Pre-Mandatory onsite visit*. ***Estimated 171*** *Standard boxes and* ***estimated 6,090*** *wide format plans/sheets*. Industry standards suggest, a standard banker box of small format (10 X 15 X 12) can contain around 2,250 – 2,500 pages of content while wide format may average 10-35 sheets per roll. Wide format box (24 X 24 X 48) holding approx. UBEO leveraged these industry standards to **estimate** the quantity of boxes (Standard & Large Format Size), pallet counts, logistical trips as well as project conversion timetables. *City of Banning, requests all content be scanned at 600 DPI.

UBEO Business Services ***are transactional*** *and will be invoiced based on the volumes produced. UBEO remains committed to being transparent with our pricing and the total page count delivered to the City of Banning.*

UBEO proposed rates are applicable for any day forward scanning as requested by the City.

UBEO Business Services understands that the City of Banning seeks a valued partner for the conversion of standard size as well as large format documents relative to Community Development, Water-Wastewater, Public Works – Planning and Engineering Departments. We appreciate the opportunity to provide end-to-end professional services for the above and more.

The details and specifications of this cost proposal are prepared to deliver the validation of our understanding of City of Banning's project scope, current state and to further develop a plan to move forward towards accomplishing internal departmental goals and objectives.

UBEO Business Services provides a plethora of business technology, solutions and services that will deliver and fulfill your RFP request as well as provide options and services that the City may be interested in to further leverage your investment in digitization.

Please find the following Findings & Recommendations to include:

Objective, media assessment, volumes for conversion along with recommendations for digitization & access.

Objective

The City of Banning requests Scanning and Indexing services for their paper and wide format records in accordance with standards set by the American National Standards Institute and Association for Information and Image Management for the Community Development, Water-Wastewater, Public Works – Planning and Engineering Departments.

Digitization within the departments can help achieve the following:

1. Improvement in efficiency with quick retrieval and efficient data handling.
2. Encouragement of interdepartmental communication and collaboration.
3. Establishment of an automated workflow foundation to streamline operational tasks and reporting.
4. Elimination of physical storage and fees associated.
5. Safeguarding documents from environmental threats such as moisture, fire and theft.

Media Types

The below media types are presented in the RFP within each department.

- ☒ **Paper Files**
- ☐ Microfiche
- ☐ Microfilm
- ☒ **Wide Format Documents**
- ☐ Books
- ☐ Other

Public Works Planning Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Public Works – Planning Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include Wide Format documents and are currently stored in drawers.
    - **Wide Format:**
      - Currently stored loose, within drawers. Dimensions are estimated at 24"x36".
- **Volume:**
  The City of Banning, Public Works – Planning Department reported a total of 20 drawers containing an estimated total of 50 wide formats each.
  - The overall estimation of Wide Format documents for this department includes 1,000 sheets.

Document/File Types	Rolls	Sheets Per	Estimated Papers Single Sided	Estimated images with 10% Double Side
Plans	20	50	1,000	1,000
	Estimated Totals		**1,000**	**1100**

***UBEO can provide large boxes for Wide Format Transport*

Public Works Water Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Public Works – Water Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include standard paper sized documents and wide format documents:
    - **Paper Files:**
      - Currently stored in binders ranging from a width of 2" – 4". Binders are currently housed on 2 shelving units with 4 shelves each and an approximate width of 72".

    - **Wide Format:**
      - Currently stored loose, within drawers. Dimensions are estimated at 24"x36" – 36"x42".

- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for 'Standard Box' volume. In 1" of space, there are typically 150 pieces of paper and each standard Banker's Box is 15" in depth. UBEO has added a 10% variation for consideration of double-sided paper.

Quantity of Lateral Shelves	Width of Lateral Shelves	Estimated with 10% Double Side	Estimated Boxes
8	72	95040	38.4

  - **Wide Format:**
    - The City of Banning, Public Works – Water Department reported a total of 20 drawers containing an estimated overall total of 150 wide format documents across all drawers.

Document/File Types	Rolls	Sheets Per	Estimated images with 10% Double Side
Plans	20	8	150

***UBEO can provide large boxes for Wide Format Transport*

Community Development Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Community Development Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include standard paper sized documents and wide format documents:
    - **Paper Files:**
      - Currently stored in a combination of ways including binders, folders within filing cabinets and folders stored within standard sized Banker's Boxes.
      - It was reported there are:

- 17 Binders with a width of 4".
- 54 standard sized Banker's Boxes.
- 4 standard-sized filing cabinets with 4 drawers. All drawers are full except for one.
- The majority of files are 8.5"x11" in size, but there are instances of wide formats existing within folders.

- Wide Formats:

Quantity of Rows	Depth of Row in Drawer	Qty. Standard Boxes	Binders	Width of Binder?	Estimated with 10% Double Side	Estimated Boxes
15	24	54	17	4	204270	82.53333333

  - Currently stored as rolls within shelves. The dimensions are approximately 24"x36".
  - Most wide formats are tagged with black circular tags for identification.
- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for 'Standard Box' volume. In 1" of space, there are typically 150 pieces of paper and each standard Banker's Box is 15" in depth. UBEO has added a 10% variation for consideration of double-sided paper.
  - **Wide Format:**
    - The City of Banning, Community Development Department reported a total of 274 rolled plans in addition to approximately 220 full-size building plans.

Document/File Types	Rolls	Sheets Per	Estimated Papers Single Sided	Estimated images with 10% Double Side
Plans	494	10	4,940	4,940

Water - Wastewater Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Water - Wastewater Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include standard paper sized documents and are currently stored in boxes.
    - **Paper Files:**
      - Stored in double sized Banker's boxes.

- Physical files within range from 8.5"x11" to 11"x17".

- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for 'Standard Box' volume. In 1" of space, there are typically 150 pieces of paper and each standard Banker's Box is 15" in depth. UBEO has added a 10% variation for consideration of double-sided paper.

Water - Wastewater Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Water - Wastewater Department Office.
- **Storage Method:**
  - Physical files include standard paper sized documents and are currently stored in boxes.
    - **Paper Files:**

- Stored in double sized Banker's boxes.
- Physical files within range from 8.5"x11" to 11"x17".

- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for 'Standard Box' volume. In 1" of space, there are typically 150 pieces of paper and each standard Banker's Box is 15" in depth. UBEO has added a 10% variation for consideration of double-sided paper.

Overview of Departmental Findings

Qty. Oversized Box	Estimated with 10% Double Side	Estimated Boxes
25	123750	50

1. **Current Media Types:** The City of Banning and applicable Departments within have varying physical files for conversion, including Wide Format documents and standard physical files.
2. **Volume:** Wide Format documents and physical files are stored in varying ways such as filing cabinets, shelves, boxes of varying sizes, and binders. An estimation of volume per department based on reported data is as follows:
   a. Public Works Planning Department:

i. Wide Formats: **1,000**

b. Public Works Water Department:
   i. Physical Files: **95,040**
   ii. Wide Formats: **150**

c. Community Development Department:
   i. Physical Files: **204,270**
   ii. Wide Formats: **4,940**

d. Water-Wastewater Department:
   i. Physical Files: **123,750**

e. Total Estimation of all Departments:
   i. Physical Files: **423,060**
   ii. Wide Formats: **6,090**

Current State Risk Assessment

Importance of Digitizing Paper Records and Processes: While still common, paper records are vulnerable to being destroyed by earthquakes, floods, wildfires, and other calamities. According to a study published in the International Journal of Information Management, physical documents are vulnerable, and the loss of such information could seriously impair the administrative capabilities, historical archiving, and important services provided by counties and municipalities. Additionally, digitized documents, according to the National Archives and documents Administration (NARA), provide better accessibility, efficiency, and long-term cost-effectiveness in addition to improved security against disasters.

Potential Losses from Non-Digitization

Wildfire and Natural Disasters: Unforeseen circumstances such as fire and other natural disaster activity has at times caused a devastating impact on the communities and their administrative systems. Maintaining and accessing crucial government administrative records can not only assist the community and expedite relief efforts but is essential in maintaining the City's historical narrative.

Environmental Hazards and Pest Damage: Documents stored in physical format may become susceptible to damage by heat, moisture, or pests such as silverfish and rodents. The impacts of such hazards may render documents inaccessible due to health concerns or cause irreparable damage to vital documents.

Security Threats and Human Error: Documents stored in physical format are vulnerable to theft, vandalism, and arson amongst environmental concerns. Maintaining all records in digital format in an electronic content management system allows for well-maintained security to efficiently safeguard critical documents. Additionally, human errors, such as misplacing important documents, also present a threat and have wide-ranging consequences. Creating a uniform digital record will prevent such negative consequences and improve efficiency of access.

Recommendations:

1. **Develop a Statement of Work and Project Plan**
    a. UBEO will develop a Statement of Work to establish the foundation of the digital transformation effort for City of Banning.
    b. We will use a collaborative approach to develop a detailed project plan and establish expectations for project implementation and duration. We will include details on deliverables, timeline projections, define milestones and establish reporting measures.
2. **Digital Conversion:** Initiate a comprehensive digital conversion process to transition from paper-based to digital records for applicable files. This should involve scanning and digitizing all boxed records as well as wide format rolls. The objective of this digital transformation should move towards the departmental goals of improving efficiency, laying groundwork towards workflow automation, and reclaiming and saving future space previously dedicated to storing physical files.
3. **Digital Migration:** Initiate a comprehensive digital migration process to securely migrate all existing digital records to a singular electronic content management system that can integrate current practices and provide further development towards workflow automation.
4. **Phased Implementation:** Project implementation should prioritize high-frequency files and will ultimately be determined by the volume of physical files to be digitized and digital files to be migrated. Following a secondary assessment, a detailed project plan will be generated through a collaborative approach.
5. **Software Selection:** UBEO Business Services specializes in **Electronic Content Management** solutions. We can provide recommendations for the most suitable and effective for *your city's needs* related to access and security. Additionally, we can implement workflow automation features for common processes to improve efficiency and reduce manual handling of files in current state and move towards day forward digitization practices.

UBEO Business Services partners with many organizations with regards to Converting paper and media to digital as well as implementing and supporting software solutions. UBEO provides a solid solution for the management of both hardcopy and softcopy documents. This expertise benefits our clients on every level. UBEO's goal is to be a valued partner and consultant for the City of Banning. UBEO is large enough to handle enterprise-wide support and small enough to respond quickly to a client's needs. The best of both worlds.

6.2 Color Images Note

With past experience most content in black and white is adequate for archival purposes. If there is a large quantity of color, the cost estimate may be updated. For infrequent corrections of color, it is typically included. All contents can be scanned in color if preferred as well. *For example, most Building, Engineering and Housing will be in black and white and Planning will be 'color for color'.*

UBEO has provide both Black/White & Color Scanning for options. Please note color scanning for (standard & wide format) significantly decreases the rate of throughput/overall project productivity. Please see the wide format pricing should you choose color.

6.3 Metadata / indexing Note

UBEO will include box level indexing at no cost to the City of Banning. (Box Level = 1 name for all contents of each box). Additional indexing for each file/department will be provided *per City of Banning*. Index /field rates below.

6.4 Cost Breakdown for Conversion

Line Item	Est. Quantity	Cost Per	Total Est. Price
Scan and convert various sized documents (8 1/2" x 11", 8 1/2" x 14", *up to 11" x 17"*) in 600 DPI Black/White	423,060	$0.084/image	$35,537.04 (Based on Department Estimates)
Scan and convert various sized documents (8 1/2" x 11", 8 1/2" x 14", *up to 11" x 17")* in 600 DPI Greyscale or Color	As needed	$0.10950/image	$0.00
Scan and convert large (wide format) *11 X 17 or larger* format image in *600 DPI*	6,090	$1.55/sheet	$9,439.50 (Based on Department Estimates)
Total Cost for Conversion			**$44,976.54**

6.5 Cost Breakdown for Metadata

6.5.1.1 Folder Level Attributes Examples:

- **Folder Name**
  - For example: If the outside label states "John Doe #####-##" we will use that entire label as the folder name. ***Preserve all data in a form identical to, or functionally equal to, the original record.***
  - If there are Project Names/Type, we can capture that. ***Provide a unique file name for each scanned image, which will be provided by the City and ensure all documents in each file are organized appropriately and pertain to the title of the file.***
  - If the content is simply a binder, with no tabs, the entire file name of the binder will be inputted.

6.5.1.2 Document Level Attributes:

- Preferably UBEO will try and keep files combined for archive files. Splits based upon tabs can be made. Depending on the content type, we will negotiate further on index data. ***Any index data requested can be met for successful import into the City's Laserfiche EDMS***.

6.6 Box level only metadata.

If the project requires box level metadata – 1 name for all files in boxes, metadata will be included.

Line Item	Est. Quantity	Cost Per	Total Est. Price
Box Level Only	Included	Included	Included
Folder Level Only	TBD	$50/hr.	TBD

6.7 Additional Metadata

Per metadata field, indexing WITHOUT an electronic file level inventory or lookup database table.

Line Item	Est. Quantity	Cost Per	Total Est. Price
Database lookup	Included	Included	Included
Metadata	TBD	$50/hr.	TBD
Total	**TBD**		**TBD**

Each project is different, and this will be adjusted to be accurate. If there is a database or a key index file, costs will be reduced or be eliminated.

6.8 Specialized Staff

UBEO has a team of specialized staff such as Infrastructure Architects, IT Specialists, Project Managers, etc. This team can be available to assist the city with additional projects and estimates provided based on needs. As further projects are discovered, the prices may be reduced or changed.

Line Item	Est. Quantity	Cost Per Hr.	Total Est. Price
BPO Production Manager (manages the staff, oversees the project staff, and checks quality etc.	Included	$150.00	Included
Document Preparation	Included	Included	Included
Box Inventory Specialist	Included	Included	Included
Project Management (managing project, biweekly meetings, regular updates, throughout the period)	Included	$150.00	Included
Document Reassembly - Binders	100/estimated	$6.00/per binder	$600.00
Staff onsite to pack boxes and prepare file level manifest.	3 – 4 business days.	$50 /hr.	TBD

Packing - Creation of a box level manifest	Included	Included	Included

When UBEO Business Services packs the files, our team will mark the boxes based upon the order files are taken. Such as A – B for files with the name A to B, and this is included in our box level manifest. However, if a physical file by file manifest is desired, it will be an additional charge per file.

6.9 Cost Breakdown for Courier Services & Special Requests

Line Item	Est. Quantity	Cost Per	Total Est. Price
Document Destruction (Per Box)	TBD	$7.00 std	TBD
Large format Destruction (Per Box) *	TBD	$65 WF Box	TBD
Logistics and Transportation/cost per trip. **	TBD	$750.00	TBD

** UBEO estimates (10) sheets per roll and (25) rolls per box.*

***UBEO will work with City to maximize transportation efficiency. Logistics cost can vary depending on frequency and quantity. Cost above includes up to (4) pallets.*

6.1 Combined Costs

Line Item	Total Est. Price
Conversion	$44,976.54
Document Reassembly – Binders	$600.00
Logistics and Transportation	TBD
Destruction / Courier Services	TBD
Estimated Total	**$45,576.54**

**Above is based upon information provided in RFP.*

UBEO will provide departmental billing and services are transactional, and you will only be billed for what is processed.

UBEO will work with the city if additional time is needed for planning and budgeting. We are experts in managing projects, timelines, productivity and delivering professional conversion services. We look forward to meeting with you to discuss the combination of your digital transformation goals and our services for a winning outcome!

Thank you for the opportunity to earn your business – we look forward to the next steps!

Sincerely,
UBEO Business Services Team

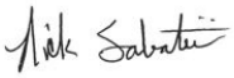

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule agreed upon with the City.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Caroline Patton, Administrative City Clerk**
Doug Schulze, City Manager

MEETING DATE: **October 8, 2024**

SUBJECT: **Consideration of Resolution 2024-156, Approving a Professional Services Agreement with UBEO Business Services LLC for Scanning and Indexing Services for $55,000**

RECOMMENDATION:

Adopt Resolution 2024-156.

BACKGROUND:

On May 23, 2024, the City published a Request for Proposals (RFP) for Scanning and Indexing Services across multiple departments. There was a mandatory pre-proposal meeting held on June 5, 2024 and proposals were due by July 5, 2024.

Departments/Divisions choosing to participate in this RFP included:

- Public Works - Engineering
- Public Works - Water/Wastewater
- Public Works - Planning
- Community Development

The City has a large volume of records in hardcopy that need to be digitized. Digitizing these records will allow staff to more quickly access documents and information they are seeking. In addition to just scanning the records, the RFP specifies that the documents will come with associated indexing of metadata. This will allow staff to more readily import documents into our existing records storage (e.g. in Laserfiche, to provide access to the public).

JUSTIFICATION:

UBEO Business Services, LLC was selected based on the evaluation criteria (see aggregate scores below).

Vendor	Total Score
UBEO Business Services	87.25
URM Technologies	83.75
ARC Document Solutions, LLC	78.75
Xerox	61.5

FISCAL IMPACT:

The vendor will invoice the City by department/division. The total budgets for each department/division are as follows:

Public Works - Water/Wastewater	$10,000
Public Works - Engineering	$10,000
Community Development	$35,000
TOTAL	**$55,000**

Account coding is budgeted in the following accounts and amounts:

Account Coding	**Estimated Amount**
001-3000-442.23-02	$10,000
660-6300-471.23-02	$5,000
680-8000-454.23-02	$5,000
001-2700-442.38-05	$15,000
001-2800-441.23-02	$15,000
001-2740-442.38-05	$5,000
TOTAL	**$55,000**

ALTERNATIVES:

Do no adopt Resolution 2024-156 and provide staff alternate direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2024-156, UBEO Scanning.docx
2. Exhibit A - C01077 UBEO Business Services - Scanning and Indexing.pdf
3. Proposal_Banning_Project_ID_RFP-24-062 (4).pdf

RESOLUTION 2024-156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH UBEO BUSINESS SERVICES, LLC FOR SCANNING AND INDEXING SERVICES IN THE AMOUNT OF $55,000

WHEREAS, the City currently has a large volume of hardcopy (paper) documents in both the Public Works and Community Development departments; and

WHEREAS, many of these records are in large formats, such as architectural plans and schematics drawings, making it difficult for staff to digitize these records in house; and

WHEREAS, it is desired to have these records digitized for easier storage; and

WHEREAS, once digitized, these records will be indexed and loaded into the City's records repository (Laserfiche); and

WHEREAS, digitizing these documents and loading them into the City's repository will increase access for both staff and the public to these records; and

WHEREAS, UBEO Business Services, LLC was determined to be the most suitable vendor based on a Request for Proposals (RFP) process.

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

SECTION 1. The City Council approves the Professional Services Agreement with UBEO Business Services, LLC for the Scanning and Indexing Project for a one-year term in an amount of $55,000 and the option to extend for 4 one-year terms.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Professional Services Agreement and to execute the Professional Services Agreement with UBEO Business Services, LLC 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 8th day of October 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-156, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 8th day of October 2024 by the following vote, to wit:

AYES: Flynn, Minjares, Sanchez and Wallace.

NOES:

ABSENT:

ABSTAIN: Happe.

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

Professional Services Agreement with UBEO Business Services, LLC

AGREEMENT FOR PROFESSIONAL SERVICES (C01077) FOR SCANNING AND INDEXING SERVICES BY AND BETWEEN CITY OF BANNING AND UBEO WEST, LLC DBA UBEO BUSINESS SERVICES

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 UBEO West, LLC dba UBEO Business Services, a California Limited Liability Company, ("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 RFP # or a request for a proposal)the performance of the services for the Scanning and Indexing 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
Nick Sabatini	VP, Managed Services West Region

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 Fifty-Five Thousand Dollars ($55,000.00) (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 October 31, 2025 with an option to extend for an additional four (4) one-year terms, 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: Caroline Patton Administrative City Clerk City of Banning 99 East Ramsey Street Banning, California 92220 Email: cpatton@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com

If to Consultant:

Attn: Nick Sabatini
VP, Managed Services West Region
UBEO West, LLC dba UBEO Business Services
3131 Espalanade
Chico, CA 95973
Email: nsabatini@ubeo.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

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

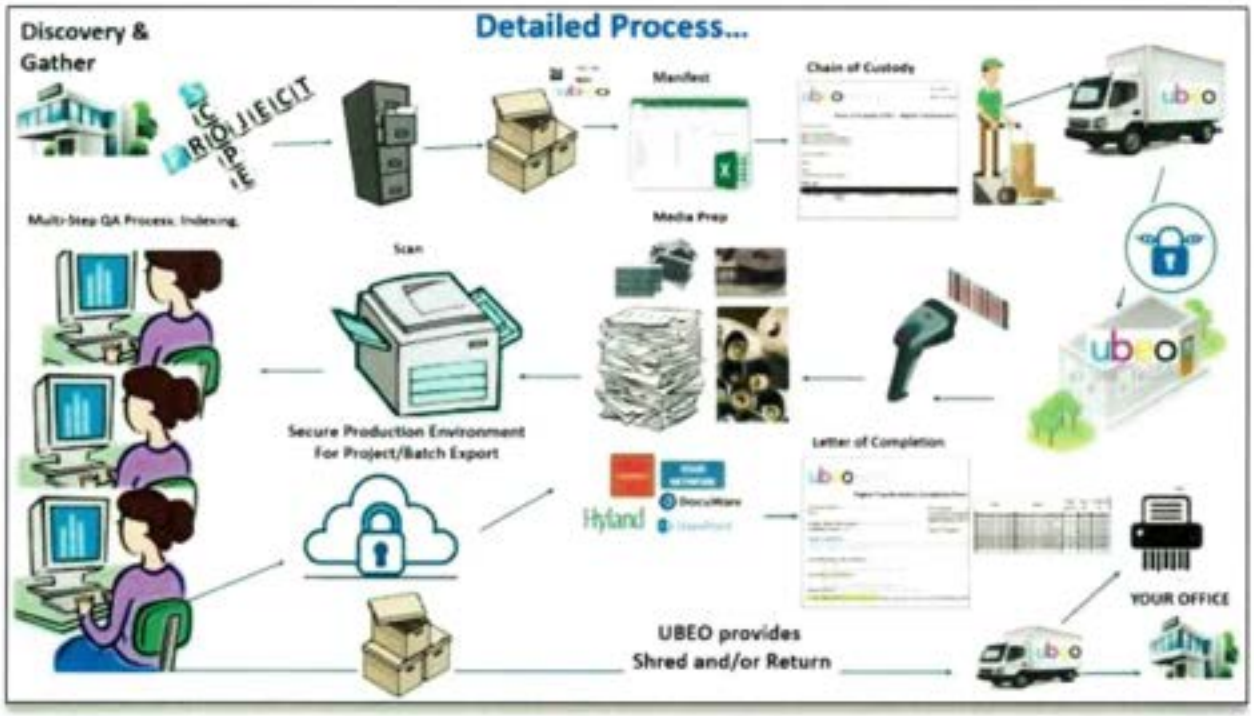
City Council Approval: _____

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 Scanning and Index 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:



UBEO Business Services is pleased to present this proposal to the City of Banning for the digitization of your significant paper records. Our project understanding and executive summary outlines our comprehensive approach towards this transformation, centered on accuracy, security, and accessibility of your essential data.

In this proposal, we emphasize:

Our understanding of your unique needs, City of Banning is requesting a proposal for Digital Transformation which consists of conversion of various physical paper documents being scanned, Plans and Boxes of standard size paper and large-format documents that were provided in attachments: (B) Public Works – Planning Department, (C) Public Works – Engineering Department, (D) Water – Wastewater Department, and (E) Community Development Department for City of Banning. File folders may contain, but are not limited to, flat, folded, or bound documents of varying sizes from business cards, index cards, photographs, and plans up to 36"x48". Plan rolls will vary in size from under an inch to 12" or more in diameter and file size from finished multi-page images shall not exceed 25 megabytes. Should multi-page file exceed the 25-megabyte limit, file shall be divided into smaller components. Documents contain a mix of black and white and/or colored pages.

- **UBEO will scan all paper documents and then will store and hold original documents for an agreed upon time by the City.** Once the City of Banning formally accepts electronic files and signs off on project completion. UBEO will then coordinate with the City to return content as it was received. **UBEO Business Services offers destruction services with a certificate of completion** as well should the City choose alternative options for some content.
- **Our proficient team**, led by seasoned professionals, leveraging our broad experience in document management, enhanced with notable qualifications such as Project Management Professional (PMP) certification and Government Archives and Records Administration (GARA) certification.

- **Laserfiche Repository:** We recognize the need for delivery to your existing system. Our team has the technical know-how to ensure a seamless integration, thereby facilitating the accessibility and administration of digitized documents.
- **Detailed Work Plan** that includes document preparation, scanning using production scanners, stringent quality assurance, precise data entry, OCR for searchable text, and careful migration to your Laserfiche EDMS.
- **Pick-Up Coordination:** We understand the importance of coordinating efficiently with the City of Banning to establish approved dates and times for the pick-up of items to be scanned. **Our team will work closely with City officials to accommodate their schedules and ensure a seamless pick-up process.** Clear communication channels will be established to facilitate any necessary adjustments to the pick-up schedule and to address any concerns promptly.
- **Inventory Management and Tracking:** UBEO will implement a comprehensive process for managing inventory and tracking all plans and documents throughout the scanning process. **Each box will be carefully logged upon receipt at our facility, assigned a unique identifier, and tracked through every stage of the digitization process.** Regular audits and quality checks will be conducted to maintain accuracy and accountability, with detailed records kept to provide transparency and traceability.
- **Proposed Schedule of Processing Phases:** We will provide a detailed schedule outlining the proposed processing phases and the anticipated date of completion for the entire project. This schedule will be developed in consultation with the City to ensure alignment with their priorities and deadlines. Milestones and key deliverables will be clearly defined, allowing for progress monitoring and effective project management. Flexibility will be built into the schedule to accommodate any unforeseen challenges or changes in project scope.
- **Document Retrieval Request Process:** City personnel will have access to a user-friendly request portal or contact point where they can submit their requests. **Upon receipt of a request, our team will expedite the retrieval, digitization, and delivery process, ensuring timely access to the requested materials**. Our recommended document retrieval request process will prioritize efficiency and responsiveness, aiming to return **digital versions of requested documents to the City within 5 hours to 24 hours.** Regular communication will be maintained with the City to provide status updates and address any concerns promptly.
- **Reassemble for Return of Plans and Documents:** Upon completion of scanning, our team at UBEO Business Services will place papers back in folders/boxes in their original order. This ensures that the original order of files received is maintained. **Our team will ensure that the digitized materials are returned in their original order and condition, with appropriate packaging and labeling to facilitate easy identification and handling.** We will coordinate closely with City personnel to schedule the return and ensure a smooth transition back into City possession.

- **Return:**
  UBEO will work with the City for delivery, pickup & return schedules. UBEO can hold your content in our warehouse for up to 45 days after each digital delivery unless the City would like an alternative schedule we could accommodate.

- **Transportation:** Our secure, climate-controlled vehicles will transport the securely packaged and reassembled documents back to the City of Banning or designated location.

- **Verification:** Upon delivery, our team will provide a circular chain of custody and verify the pickup – delivery.

- **Our Commitment:** to adhere to the proposed timeline, ensuring seamless delivery without compromise on quality.

We firmly believe in not only providing successful project completion but also offering valuable insights that could enhance your future document management practices. Rest assured, we aim to provide a closing experience that is as smooth and efficient as every other step in our work plan.

Our strategy commences with an onsite assessment, The initial aspect of our project's inception consists of a comprehensive briefing with The City of Banning. This step is essential for our mutual comprehension and alignment regarding the project's objectives, deliverables, and schedule. We conduct an in-depth analysis of your requirements and the scope of the project in order to formulate a strategic plan that suits your needs the most effectively.

During the orientation, we will acquire a thorough understanding of the current condition of your physical documents and identify potential obstacles that may arise during the course of the project. In addition, our team will familiarize itself with the operating environment, security protocols, and any task-specific operational procedures.

Following the initial orientation, We firmly believe that routine and open communication can streamline operations and nurture a prosperous partnership. Throughout the duration of the project, our project manager and BPO Production Manager will maintain regular, scheduled communication with your team. UBEO utilizes Smartsheet for our projects providing client ***complete visibility*** of project status, milestones, tasks, time projections and more. UBEO will customize per The City of Banning goals.

In addition, your UBEO team will provide the below:

- **Biweekly Updates:** A detailed email will be sent to keep you abreast of the steps scheduled for the following weeks as well as the progress made during the previous weeks. This will encompass all

Department	Total Expected	Boxes Received	Prepped	Scanned	QA'd	RBC LF	CCC LF	# of Files	Images
TOTALS	**1,921**	**1,921**	**1,921**	**1,921**	**1,921**	**1,921**	**1,919**	**34,439**	**4,528,810**
Labor Relations	77	77	77	77	77	77	77	2,339	187,841
Human Resources	481	481	481	481	481	481	479	19,952	1,164,067
County Counsel	1,222	1,222	1,222	1,222	1,222	1,222	1,222	10,231	2,624,233
CAO - Budget & Admin	71	71	71	71	71	71	71	1,316	169,521
County Counsel - Escobar	70	70	70	70	70	70	70	601	183,148

aspects of the project, including document preparation, scanning, quality assurance, optical character recognition, migration, and other tasks according to the project schedule.

- **Scheduled Meetings:** The purpose of these meetings is to review progress, provide updates, resolve any issues, and plan the next steps. Daily, weekly, or biweekly meetings can be scheduled according to your specifications.

- **Meeting Minutes:** Following each meeting, we will provide a concise yet thorough summary of what was discussed, decisions made, and next steps. This ensures that everyone is on the same page and can refer back to key points as necessary.
- **Methodology Updates:** As we progress through the project, we may identify areas where adjustments to the methodology could improve results. These modifications will be extensively discussed with you and implemented only with your approval.
- **Dashboard Access:** We will build a customized Dashboard in Smartsheet that will allow you to easily request files, see project updates, meeting minute notes, and more. ***This dashboard will also show the current progress of the past milestones, and how much has been processed to help keep you (the client) on budget!***

Our ultimate goal is to ensure that our operations are transparent and to maintain your participation and contentment throughout the duration of the project. We believe this level of communication is crucial for delivering a project that not only meets, but exceeds, your expectations.

To ensure the successful Digital Transformation, a well-defined team structure is essential. The recommended team structure will include both City of Banning personnel and UBEO Business Services staff, each with clearly defined roles and responsibilities. This collaborative approach will ensure all aspects of the project are effectively managed and executed.

Recommended Team Structure

1. *Project Steering Committee*

Role: Provide overall project governance, strategic direction, and decision-making authority.

Members:

- **City of Banning Representatives:**
  - Senior Executive Sponsor (e.g., CIO or Department Head)
  - Senior Department Managers
- **UBEO Business Services Representatives:**
  - Senior Project Manager
  - BPO Manager
  - BPO Facilities Director
  - ECM Manager

Responsibilities:

- Approve project scope, objectives, and key deliverables
- Monitor project progress and resolve high-level issues
- Ensure alignment with City and UBEO strategic goals

2. *Project Management Team*

Role: Oversee day-to-day project activities, coordinate between teams, and ensure project milestones are met.

Members:

- **City of Banning:**
  - Project Manager
  - Assistant Project Manager or Project Coordinator
- **UBEO Business Services:**
  - BPO Manager
  - Project Manager

Responsibilities:

- Develop and maintain project plans and schedules
- Coordinate resources and tasks
- Manage project risks and issues
- Communicate project status to stakeholders

3. *Technical Implementation Team*

Role: Handle the technical aspects of Laserfiche Briefcase Import and Quickfields session, including system configuration, integration, and testing.

Members:

- **City of Banning:**
  - IT Infrastructure Specialist
  - Database Administrator
  - Security Analyst
- **UBEO Business Services:**
  - Project Manager
  - Laserfiche Solution Architect
  - Technical Support Specialist

Responsibilities:

- Configure and import

- Integrate with existing City systems
- Ensure data migration accuracy and completeness
- Implement security measures and protocols

2.5 IV.F Document Indexing and Quick Fields

A. All records shall be named and indexed according to conventions determined by the City. Fields may change based on the document type.
B. Consultant shall be required to structure the indexes in a text file to meet Laserfiche import format.
C. The City shall provide detailed instructions for each project.
D. Consultant shall implement "Quick Fields" application allowing for automatic entering of indexed fields which follow electronic document management system templates in Laserfiche.
1. For Example.
    1. Naming Scheme (Indexing)
        1. Folder Tab/Name
        2. If not folder, Document/Binder title or Type.
    2. Plan Set Naming Scheme (Indexing) On Tag
        1. Project Name
        2. Most Recent Date

E. The Consultant will produce a Pilot or sample to each Department to insure Indexing (Folder Structure & File Naming) for process approval from City of Banning prior to producing entire collection

UBEO Understands and Agrees.

Classification

This step is crucial for our shared understanding and agreement on the project's goals, outcomes, and timeline. Preparation Classification (Identification) and Sorting of Documents, The next step involves classifying, prioritizing, and categorizing documents to be scanned. This procedure guarantees the efficiency of the digitization process and facilitates navigation of the digital archive.

We will create a well-defined, mutually-agreed-upon sorting and pick-up strategy for your documents that is compatible with organizational **schedules, deliveries, and parking**. This collaborative procedure will ensure precision and facilitate a more seamless system integration. By involving all relevant parties in the review and approval of the classification and categorizing strategy, we ensure consensus on the project.

UBEO Business Services recommends classifying at the file level or entire box level.

1. ***Standardized Formatting Guidelines:***
    - We will develop comprehensive formatting guidelines to ensure consistency across all digitized documents. This includes specifications for file format, resolution, and any other relevant parameters to maintain uniformity and readability.
2. ***File Naming Conventions***:
    - Our team will work with the City of Banning to establish clear and intuitive file naming conventions to facilitate easy identification and retrieval of documents. This may include

incorporating relevant metadata such as project name, document type, date, and other identifying information into the file names.

3. ***Indexing Workflow Process:***
   - We will establish a structured indexing workflow process that outlines the steps involved in categorizing and tagging digitized documents.

4. ***Utilization of Data Tables and Lists:***
   - Our team will leverage data tables and lists to create a standardized set of indexing criteria. This may include tables for project names, document types, permit numbers, and other relevant metadata. By utilizing pre-defined lists, we can ensure accuracy and uniformity in indexing across all documents.

5. ***Quality Assurance and Validation:***
   - To maintain data integrity and accuracy, we will implement quality assurance measures to validate indexed information against the master database. Any discrepancies or inconsistencies will be promptly addressed and resolved to ensure the reliability of the indexed data.

6. ***Automatic Capture and Indexing:***
   - We will deploy advanced document capture technologies, such as Optical Character Recognition (OCR) and Intelligent Document Recognition (IDR), to automatically extract 'clear handwritten text' and metadata from digitized documents. This automated process ensures efficient and accurate indexing of documents without manual intervention.
   - Metadata extracted through automatic capture will be used to populate indexing fields, including project names, document types, dates, and other relevant information. This streamlined approach minimizes the need for manual data entry and reduces the risk of human error.
   - Our team will configure the document capture system to recognize and classify documents based on predefined rules and templates. This ensures consistent and standardized indexing across all digitized documents, enhancing searchability and retrieval efficiency.

Physical Preparation

Once an identification strategy has been agreed upon, we move on to the physical preparation of documents. This phase entails preparing the physical documents for scanning by removing physical obstructions such as staples, bindings, paper clips, and other impediments.

Our team manages this process meticulously, preserving the original documents' integrity while preparing them for digitization. Aged or fragile documents will be handled with special care to prevent damage. This preparation guarantees a smooth scanning process, enabling the production of digital copies that are of high quality, clear, and readable.

The physical preparation phase is a meticulous procedure that sets the stage for a successful digitizing process and lays the groundwork for a seamless transition from paper-based documents to an entirely digital archive.

UBEO Production centers are supervised by onsite BPO Production Managers that monitor every step of the process. Our facilities are equipped to meet all security requirements and compliance.

- **Document Inspection:** The first step of the procedure involves a comprehensive examination of all documents. This will assist us in comprehending their current condition and identifying any potential obstacles that may arise during the scanning procedure.
- **Poor Original Image Quality:** *These documents will be noted and a disclaimer cover page indicating poor original quality will be included with the scan.*
- **Removal of Bindings:** To prepare the documents for the scanning procedure, all staples, bindings (Velo), paper clips, coil binders, fold-over tab binders and other physical attachments will be removed.
- **Sticky Notes:** Attached sticky notes will be meticulously removed, reapplied to the back of the respective documents, or placed on a new sheet of paper. This ensures that no original text is obscured during the digitizing process.
- **Folder Preparation:** On the Manila folders, any notes or essential information can be preserved. If necessary, the team can remove the folder dividers and any accompanying notes to ensure that this information is captured during scanning. *We can cut the folders to ensure they're scanned with the entire process.*
- **Flattening Content:** Curled (dog ears) or crumpled pages will be carefully flattened in order to assure high-quality scanning.
- **Document Repair, "Non – Reflective Tape":** Damaged documents, including shredded pages, will be repaired to an extent to ensure the digital copy maintains the document's integrity.
- **Special Treatment for Fragile Documents:** Older, delicate, or fragile documents will be handled with special care to prevent further harm during the preparation and scanning process. Our team will mark these contents separately, to ensure we use them on a scanner that is gentler with fragile work.
- **Box Monitoring:** Each document or document collection will be monitored to ensure that no documents are misplaced or lost during the preparation process. This monitoring will happen throughout the project.

**If a record file contains no pages, we will add a disclaimer cover page and notify the city.*

2.6 IV.D Document Imaging (Scanning) Specifications

1. The City's originals are NOT to be altered in any way. All images are to be representative of the original records.
2. Blank pages (with no text or image) are to be eliminated.
3. Black borders shall be removed.
4. Scan all documents at a minimum of 600 dpi with Auto-Color PDF images (only) for all departments. Each document, binder or file will be output as a multipage PDF.
5. Images shall be de-skewed to the best possible alignment and auto-rotated (in readable format) in Laserfiche.
6. Images are to be de-speckled to the degree that will afford improved readability but not erase characters.
7. File size from finished multi-page images shall not exceed 25 megabytes. Should multi-page file exceed the 25-megabyte limit, file shall be divided into smaller components.

1. Blueprints/plans can exceed this size limit since we want to maintain the document's quality. Other documents may be tagged that will override the 25 megabytes limit. The

department rep will indicate which documents will exceed this requirement during the project.
8. Quality inspection of documents shall occur at the time of scanning.
9. Illegible images shall be rescanned by the Consultant at no charge so that the document is as legible as the original.

UBEO Understands.

Scanning and Digital Conversion

After the document preparation phase is complete, our highly trained team members will load the prepared documents into our cutting-edge production scanners. To ensure the acquisition of high-quality, clean images, our staff have received extensive training in the maintenance and cleaning of scanners, as well as the detection of potential scan lines. We use a combination of automated software and manual inspections to ensure that each page is accurately and thoroughly captured. All pages will be scanned in, and in the end merged to a multi-page *document in a tiff, pdf, or a preferred format per the City of Banning.*

We comply with industry standards by scanning all documents at a resolution of 300 dpi and in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM). **Per the City of Banning all documents will be scanned at 600 dpi.** This, combined with our optimized gamma, brightness, and contrast settings, produces a black-and-white output that is crisp and readily readable. To ensure efficient storage of older content, we recommend keeping photographs in black and white for archival documents and infrequently accessed files. However, we can modify this dependent on the needs of the client.

Special Document Handling (Large Format, Fragile Items, etc.), For **large format or fragile documents, we handle them with extra caution and utilize specialized scanning equipment to guarantee that they are digitized accurately.** Depending on the condition and quantity of each special document, the optimal digitization method is determined. In certain instances, this may entail scanning on a flatbed scanner.

Wide format (large format) contents will be scanned on a specialized scanner with sensors made to handle the larger content.

Optimized Configuration and Quality Assurance, we employ **border removal and deskewing techniques** to ensure that the scanned image is as accurate to the original as possible and to improve the effectiveness of the Optical Character Recognition (OCR) process further down the line. Our scanners are endowed with **double-feed detection technology to ensure that no content is lost when scanning in duplex mode. In addition, we use technology to eliminate any blank pages**, followed by a manual (human) check to ensure that no content has been omitted inadvertently. ***UBEO will keep a log of items that do not produce OCR text and inform the City of Banning upon discovery.***

Post-Scanning Quality Verifications, after each page of a document has been digitized, our specialized QA team examines each page. Our scanning team conducts a preliminary check during the scanning process. During this post-scan QA step, we take a more thorough evaluation to ensure that no discrepancies were overlooked.

UBEO will work with The City's Information Technology Department Staff to understand their preferred methods of data transfer to the Laserfiche EDMS. We will comply with the City's security and compatibility standards and configure the chosen delivery method outlined in the RFP which requires **a hard drive for each department.**

2.7 IV.H Quality Control

1. Consultant shall ensure digital entries accurately match the scanned hardcopy record at the time of scanning and ensure the appropriate references are in place. Consultant shall provide ongoing quality assurance/quality control (QC/QA) and review of records indexed.
2. The City desires the option to destroy some or all original documents scanned, thus the quality of scanned documents and diligence of quality control must be superior. Consultant will provide ongoing quality assurance/quality control (QC/QA) review of records scanned.

UBEO Understands.

UBEO also offers secure document destruction services, which include a certificate of completion to ensure proper documentation and compliance.

The QA staff executes the following tasks:

- ***Thorough Page Review:*** Examine each digitized *document page by page to ensure there are no errors and omissions* and that all documents were scanned appropriately.
- ***Blank Page Verification:*** During the scanning process, technology is used to automatically eliminate any vacant pages. To ensure that no content is omitted inadvertently, **our QA team examines all removed "blank" pages.** If significant content is discovered, these pages are added back to the digital file.
- ***Legibility Checks:*** Ensure the legibility of each scanned document by looking for text that is obscured by sticky notes, creases, or other physical damage. Our team will address these issues to improve readability.
- ***Resolution and Quality Checks****: Each image undergoes checks for resolution, clarity, skew correction, and* ***elimination of borders to ensure that the digital version is an accurate representation of the original.***
- ***Process of Verification and Validation:*** Our quality assurance procedure concludes with the verification and validation of the digitized documents. This includes randomly comparing the digital files to the original documents to ensure the digitization process was accurate and thorough. This rigorous verification and validation procedure ensures a near-zero error rate, delivering digitized documents that are accurate representations of their original counterparts.
- ***Validation for Errors and Omissions:*** After completing the process of quality assurance, we move on to data entry and indexing. In accordance with your specific requirements and instructions, our data entry team enters the necessary data into the document management system. This data could include that we agree on at a later time. This data can be the folder names, box name, and other pertinent information to help with easy file retrieval.

To ensure the accuracy of this crucial stage, another team member cross-checks the data entered against the original document, fostering a culture of accountability and precision. This system further ensures that

our data entry process has a near-zero error rate. Once the indexing is completed, a supervisor verifies the data entered and checks it for quality issues, spelling mistakes, and performs a final quality check.

2.8 IV.E Optical Character Recognition (OCR)

A. All text records must be OCR'd and the OCR files delivered with the images. The OCR is to be delivered with a native within the image.

UBEO Understands.

- ***OCR Process Review:*** After the document images have been scanned, indexed, and subjected to our stringent quality assurance procedure, Optical Character Recognition (OCR) is performed. OCR is a powerful technology that converts various document formats, such as scanned paper documents, PDF files, and digital camera images, into searchable data. Our procedure begins by applying advanced OCR software to scanned images. *This software identifies and converts the text within each document into digital text. It effectively "reads" the text from the image and converts it into text data that can be searched.* Our technology also attempts ICR (Intelligent Character Reading) to try and decipher human handwriting. For clear human handwriting it will be available to be searched.

- ***Quality Control for OCR Output:*** To guarantee the accuracy of our OCR output, each document undergoes an additional level of quality assurance. ***Our devoted staff compares the OCR output to the original image in order to identify and remedy any discrepancies.*** This assures a high level of precision in the text data output, making the documents fully searchable and significantly more useful than static images.

- ***Overcoming OCR Challenges:*** OCR is a powerful instrument, but it is not without its difficulties. Poor-quality originals, intricate page layouts, messy handwriting, and uncommon fonts can result in less-than-perfect OCR results. However, ***we constantly train and retrain our OCR software, and work with OCR vendors to improve results. We're confident we have the best OCR technology on the market at this time.***

In addition, we are dedicated to the ongoing enhancement of our OCR capabilities, routinely updating our software, and training our staff in the most recent OCR techniques. This ongoing commitment enables us to deliver consistently high-quality results, regardless of the task's complexity.

2.9 IV.G Importing of Data

(1) The scanned pdf images and a text file which will include the index values will be delivered on a hard drive for each department.
(2) The index values must be formatted to successfully import into Laserfiche.

UBEO Understands.

UBEO is a Laserfiche Platinum VAR with 26 years of experience.

2.10 Preparation for Migration

Preparing the scanned, indexed, and OCR-processed data for transmission is the initial step in the migration process. Our team meticulously organizes all files and documents in accordance with the client's existing Laserfiche file structures or a structure proposed to meet the client's requirements.

Our software migration procedure begins with a thorough examination of the associated metadata for each document. This metadata, gathered during the scanning and indexing phases, is utilized to structure and organize digital files in accordance with system requirements.

After the files have been structured, our software generates a highly compatible file format that can be easily imported. This expedites the migration process and reduces the likelihood of errors or compatibility issues.

1. **Selection of Test Documents:**
    - **We will collaborate with the City to select a representative sample of documents for inclusion in the test set for each department per the City of Banning.** These documents will encompass a variety of types, formats, and content to adequately assess the digitization process's performance across different scenarios.
2. **Scanning and Indexing Process:**
    - The selected test documents will undergo scanning using the designated equipment and settings. Concurrently, metadata indexing will be applied based on predefined criteria to simulate the full production process.

3. **Validation of Search and Retrieval:**
   - The test sets will be uploaded into a testing environment, where functionality such as search, and retrieval will be evaluated. This ensures that users can effectively locate, and access documents based on indexed metadata, validating the searchability and usability of the digitized content.

4. **Feedback and Iteration:**
   - Feedback will be solicited from stakeholders, including City personnel and IT staff, regarding their experience with the test sets and any areas for improvement identified. Based on this feedback, iterative refinements to the digitization process will be implemented as necessary.

2.11 Validation, Post-Migration

After the migration is complete, we undertake a post-migration validation to ensure that all documents were transferred accurately and are indexed correctly in the new system. This requires a thorough comparison of the transferred files to the original document inventory. To ensure the integrity and exhaustiveness of your digital archives, all discrepancies are resolved expeditiously.

2.12 Resolution Steps and Responsiveness

UBEO acknowledges that in every project, issues and challenges may arise. Responsiveness and efficiency in addressing these issues are crucial to project success. Here are our outlined resolution steps:

2.13 Regular Communication and Project Meetings

Proactive communication is a key component of our project management approach. Our Project Manager and the BPO Production Manager will maintain regular communication with the designated point of contact at the City of Banning.

In addition to formal project meetings, we will ensure a constant line of communication for any immediate concerns, questions, or suggestions. **This communication will take place through various means such as email, phone calls, or instant messaging, as per the preference of the City of Banning.** The aim is to ensure that the client is always aware of the project's status and any developments. By promoting an open and proactive communication environment, we aim to foster a collaborative relationship that aids in the project's successful execution.

2.14 IV.K Damage To Records

1. Any damage to City records, or other issues, irregularities, difficulties, or challenges shall be reported immediately in writing, via email.

UBEO Understands.

2.15 Issue Identification, Reporting, and Responsiveness

In the event of any issues during scanning, indexing, OCR, or data migration, our team has a robust system for issue identification and reporting.

Issue Identification: Our quality assurance process is designed to catch any issues promptly, and our project team is trained to be attentive to any potential problems that might affect the quality of the work or the project timeline. Issues can be technical, related to document quality, or involve challenges with data migration.

Issue Reporting: Once identified, issues will be immediately documented. The report will include a detailed description of the issue, the time it was identified, its current and potential impact on the project, and any immediate action taken. **Per the City of Banning this communication will be sent in writing via email to City contact.**

Responsiveness: We prioritize prompt responsiveness in our approach. Once an issue is identified and reported, our team will begin working on its resolution immediately. This commitment to responsiveness minimizes the potential for any delays or quality concerns, maintaining the integrity and timeline of the project.

2.16 Corrective Action and Resolution

Once an issue is reported, we initiate our corrective action process. This process is designed to not only address the immediate concern/issue but also to prevent similar issues from occurring in the future. Our team, including the project manager, technical specialists, and quality assurance personnel, will collaboratively work on issue resolution. The corrective action might include modifying scanning or indexing procedures, adjusting OCR settings, or revising migration scripts. The resolution's details, including the actions taken and their results, will be documented and communicated to the City of Banning.

2.17 Client Feedback and Iterative Adjustments

We highly value client feedback and consider it crucial for the project's success. The iterative nature of our work plan allows us to implement any changes or improvements based on the client's feedback at each milestone. Once a milestone is reached and the deliverables are submitted to the City of Banning, we will seek their feedback. This feedback will then be reviewed and incorporated into the upcoming iterations. This iterative adjustment process ensures that the final deliverables meet the City of Banning's expectations to the fullest extent.

2.18 Escalation Process

Despite all preventive measures and corrective actions, some issues may require higher-level intervention. For such situations, we have an escalation process in place. If an issue can't be resolved at the project level or if it has substantial potential implications for the project, it will be escalated to our senior management team. The escalation process ensures that critical issues receive the necessary attention and resources for their resolution. In addition, they will have the option to escalate issues directly to our senior management if they feel that it's necessary.

2.19 IV.B Reassemble Records After Scanning

1. All documents shall be returned to the original box, container, file, etc. in which they were received.
2. Plans shall be re-rolled unless instructed otherwise by the City.

3. Consultant will not have to rebind materials (no re-staple, no rebinding, no re-clipping) unless instructed otherwise by the City. The City expects that the documents will be returned nearly in the same files folders as received.

2.20 IV.L Document Return

1. Consultant shall return all scanned boxes of paper and plans.

UBEO Understands.

After the backfile scanning process is complete, our team at UBEO Business Services will meticulously reassemble all the original physical documents. This process involves a number of crucial steps, which are detailed below:

- **Document Reassembly:**
  Documents disassembled for digitization will be meticulously reassembled in their original order. Plans received in a rolled format will be returned in the same manner unless the City specifies otherwise. This process ensures the preservation of the original file order, facilitating easier access for district personnel to locate specific information.
- **Quality Assurance:** reassembly, we will implement a thorough quality assurance process to verify the accuracy and completeness of the reassembled documents. This comprehensive quality check will ensure that all documents have been correctly reassembled, with no documents missing or improperly filed. Our meticulous approach guarantees the integrity and reliability of your document management system, providing you with confidence in the precision and organization of your records.

- **Secure Transportation:**
  Our transportation process ensures the utmost security and care for your documents. Utilizing secure, climate-controlled vehicles, we will transport the securely packaged and reassembled documents back to the City's designated location. This approach ensures that the documents are maintained in excellent condition during transit, preserving both their integrity and confidentiality.
- **Verification:** Upon delivery, our team will facilitate a meticulous verification process. This involves comparing the returned documents against the initial inventory list to ensure that every document is accounted for and in the expected condition. **To maintain the highest standards of security and accountability, we employ a robust chain of custody protocol**. This protocol meticulously tracks the movement and handling of documents from the moment they leave your possession until their return. By doing so, we guarantee the integrity and security of your documents throughout the entire process.
- **Meticulous Measures for Document Integrity:** By implementing these meticulous measures, UBEO Business Services ensures that the City's physical documents will remain organized and easily accessible throughout the entire backfile digitization project. This comprehensive approach safeguards the integrity of your valuable records, maintaining their accuracy and reliability from start to finish.
- **Content Storage and Management:** We will securely store your content in our warehouse for 45 days following each iteration of the project. Should the City prefer an alternative schedule, we are more than willing to accommodate your needs. Upon your acceptance of the delivered iteration, we will promptly seek your approval to return the contents to your facility.

In addition to storage and delivery services, UBEO offers secure document destruction services, complete with a certificate of completion to ensure proper documentation and compliance with all relevant regulations.

We are committed not only to delivering a successful project completion but also to offering valuable insights to enhance your future document management practices. You can be assured that our goal is to provide a closing experience that is as smooth and efficient as every other step in our work plan.

2.21 IV.M Final Inspection and Acceptance

1. Based on the specifications described in this document, the City will make the final inspection of scanned images once imported.
2. Inspection is to be completed within 90 days of receipt of images.
3. Acceptance will be achieved when the inspection is completed, and the Consultant made all corrections, if necessary.
4. 10% of contract total will be withheld until all corrections are made and the City accepts the work.
5. Proponent invoices shall denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date.

UBEO Understands and agrees to the final inspection and acceptance terms outlined by the City of Banning. We will ensure that all scanned images are thoroughly reviewed, and any necessary corrections are promptly addressed to meet the City's specifications. We understand that the City will complete the inspection within 90 days of receipt of the images and that acceptance will be granted upon satisfactory completion of this inspection.
We also understand the terms regarding the 10% contract retention until all corrections are made and the work is accepted by the City. Our invoices will clearly denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date, in compliance with the City's requirements.

3 V.B Proposal (B.) Company Information

We aim to clearly convey that UBEO is the premier strategic partner to support the City of Banning's mission through this RFP for Document Scanning Services.

With 68 years of experience in the industry, UBEO has established a proven track record of excellence in customer service. Our longstanding history and commitment to quality make us uniquely qualified to meet and exceed the City's expectations for this project.

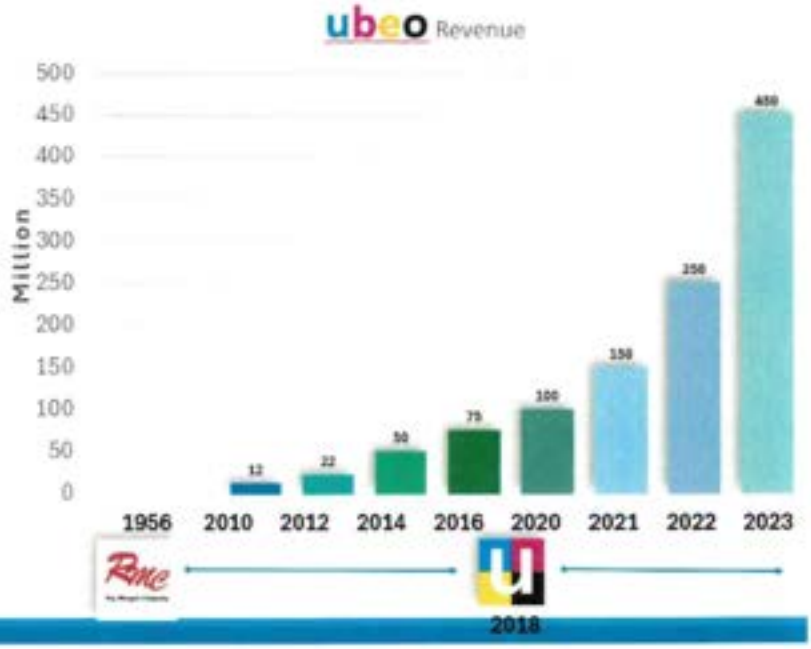
We look forward to the opportunity to demonstrate our expertise and dedication to your success.

UBEO SUCCESS

CORPORATE METRICS

1200+ EMPLOYEES
OVER 50 LOCATIONS IN U.S.
GLOBAL SUPPORT COVERAGE
500 SERVICE STAFF
BEST IN CLASS SERVICE
30K CLIENTS
780 PRODUCTION CLIENTS
96% NATIONAL UPTIME
94% FIXES ON FIRST CALL

68 Years Expanding Market Share



UBEO Leadership and Size

Year Founded: *1956*
# of locations in the U.S: 56

# of employees: *1,200+*
Annual Revenue: $400 million

Local UBEO office for The City of Banning: 5855 Rickenbacker Rd., Commerce, CA 90040

Website: https://www.ubeo.com/

UBEO has also invested in the development of industry leading technology support. UBEO ProIT specializes in supporting technology solutions for our clients. This expertise allows UBEO to blend a complete suite of best-in-class technology solutions in the following areas.

✓ Document Scanning, Digital Imaging and Conversion Services	✓ Enterprise Document Management
✓ Print Management and Advanced Scanning Software Solutions	✓ Multi-Function Devices
✓ Managed Print Services	✓ Wide Format and Specialty Print Solutions
✓ Production Print Solutions	✓ Integrated Fax Server Solutions
✓ Business Process Outsourcing	✓ On-Site Managed Workplace Services

4 V.B Proposal (C.) Company Personnel

- This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.
- An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

UBEO Understands and agrees all assigned key professional staff are properly licensed to practice in California.

Key Personnel

UBEO Business Services takes great pride in its team of devoted professionals who are at the vanguard of providing our clients with exceptional service. Our project team, which specializes in document management and business process outsourcing, is comprised of seasoned industry professionals who are outfitted to comprehend and meet your specific needs.

Our team offers comprehensive solutions by combining practical experience, in-depth industry knowledge, and technical expertise. From Project Managers with PMP certification to our BPO Manager with a business doctorate and a Government Archives and Records Administration (GARA) certification, our entire team is trained to prioritize client satisfaction and deliver superior results.

In the following section, we will describe the roles, qualifications, and experiences of our essential team leaders. This will provide a clear comprehension of the team dedicated to the successful completion of your digitization project.

- **Nick Sabatini – Vice President Managed Services**
  - Decorated career in Business Outsourcing and Conversion Services.
  - Very involved executive who checks in on all clients and projects actively.
  - Oversees all Conversion Services, Onsite, Mailroom and other outsourced projects and clients.

- **Kristen Sparkes – Business Process Outsourcing Manager**
  - Decorated project manager for Conversion Services projects.

- Extensive experience customer service, project management & working with clients to fully understand scope & deliver client needs in the ever-changing modern world of data.

- **Lance White – Business Process Outsourcing Operations Manager**
  - Decorated career spanning 30+ years in document management and Conversion Services.
  - Vast experience with enterprise and government accounts.

**Additional team resources will be assigned when the project is allocated.*

5 V.B Proposal (E.) Experience and References

Experience

UBEO has a plethora of experience working with a variety of organizations helping them to convert a variety of file types in the government, education and private sector:

- Local County - **5.5 Million images** / 6 Departments – on site project 14 months – on going with additional departments
- Local County Public Defender - **2.2 Million images** and on-going
- Local Transportation Organization - **1.7 Million images**/ Accounting Department – 1st of ALL departments
- Local Non-Profit – **5.3 Million images** Health Client Records
- Local Community College – **2.1 Million images** – 7 Departments – On Going for 6 more departments
- Local Unified School District – **1.7 Million images** – Student Records

UBEO fully understands the requirements outlined in your RFP. Based on the information provided, our response will demonstrate UBEO's capability to deliver the desired scope of services effectively. Additionally, we will share industry best practices with the City to help identify and address potential challenges, ensuring the most cost-effective solutions.

Our executive summary outlines our comprehensive approach to this digital transformation project, focusing on three core pillars: accuracy, security, and accessibility of your essential data. We are committed to providing solutions that not only meet but exceed your expectations, ensuring a seamless and efficient transition to a more streamlined document management system.

UBEO possesses extensive expertise and experience in handling highly sensitive and confidential information, including human resource files, plans, permits, financial records, and mission-critical documents. Our proven track record in managing such vital data ensures that we are well-equipped to meet the stringent requirements of the City of Banning.

We will develop and implement a comprehensive project plan tailored to ensure a smooth and efficient transition for the City of Banning's Document Scanning project. This plan will encompass all aspects of the process, from initial assessment to final delivery, guaranteeing the highest standards of security, accuracy, and efficiency throughout the entire project lifecycle.

Additionally, we are including a case study that showcases our experience and expertise in digital transformation and scanning highly sensitive documents, further demonstrating our capability to handle this important project with the utmost professionalism and care. UBEO is committed to customer excellence and guarantees the best customer service, ensuring that your specific needs and expectations are not only met but exceeded.

Customer	Contra Costa County
Vertical	Government

ubeo BUSINESS SERVICES

THE PROJECT

- Needed to convert all paper files to digital – (5.4 million images) ahead of moving to new county headquarters
- Needed to decide on an enterprise document management solution
- Wanted a solution to improve the management of paper-based files
- Looking to improve both the internal and external customer experience
- Multiple locations throughout the county
- Provide a fully managed program for the internal county customers

THE HISTORY

- 44 locations in Contra Costa County
- UBEO Team:
  - Account Executives -Martin Soares and Jamie Williams
  - UBEO – Analyst & Specialist Team
  - Nick Sabatini – VP, Managed Services
- They had current IT and Document Management support challenges due to headcount limitations.
- Moving to new facility with the goal of moving virtually paperless

LIMITATIONS

- Multiple locations throughout the county
- Confidential county council documents
- They were researching with three (3) other Service Providers
- Limited expertise for an enterprise document management solution
- Upon award and post implementation Covid 19 hit
- Business continuity
- Staff safety

APPROACH

- Introduced our team, methodology and approach.
- Discussed the UBEO Managed Services *model which includes dedicated onsite UBEO Managed service personnel.*
- Discussed our proven processes (discovery, design, transition, post support, documentation, and reporting and reviews)
- Performed a digital transformation and service assessment.
- Created our Finding and Recommendations (FRD) Documented to collaborate on and presented our solution.
- Incorporated all three key aspects of the customer request.
  - File conversion from paper to digital on premise.
  - Engineered enterprise LaserFiche solution.
  - Incorporated SharePoint expertise

BENEFITS

- CCC IT leadership and UBEO collaborating on Managed Services and additional digital transformation opportunities:
- DoIT – Digital transformation services
  - ✓ Document conversion
  - ✓ Document management engineering
    - ➢ Laserfiche
    - ➢ SharePoint
  - ✓ Cloud Migration
  - ✓ Onsite managed services team performing document conversion services

- UBEO Relationship management
  - ➢ Account Management
  - ➢ Technical Consulting
  - ➢ Process Documentation
  - ➢ SLA compliance reporting
  - ➢ Technology and Services Road mapping

5.1 Company shall provide at least (3) references

1. **Contra Costa County** UBEO has been converting client records to digital for over 3 years. Work Commenced in early 2020 and continues on project basis– 38K files and 5.2 million images. Ijeoma Chukwunyelu 925.6084051 **ijeoma.chukwunyelu@doit.cccounty.us** 30 Douglas Drive Martinez, CA 94553

2. **Valley Transportation Authority – Human Resources, Accounting, Various Other Departments** UBEO was awarded the RFP for Valley Transportation Authority. Work Commenced late 2022 and continues – 16.5K files & 2.7 million Images. Jon Maier 408-321-7121 **Jon.Maier@vta.org** , 3331 North First Street, San Jose, CA 95134.

3. **Aaron Riechert Carpol & Riffle, APC** UBEO has been converting client records to digital for over 2 years. Work Commenced late 2021 and continues – 10K files and 1.2 million images. Jaedra McSweeney (650) 368-4662, ext. 103 **jmcsweeney@arcr.com** 333 Twin Dolphin Dr # 350, Redwood City, CA 94065

5.2 IV.J Schedule

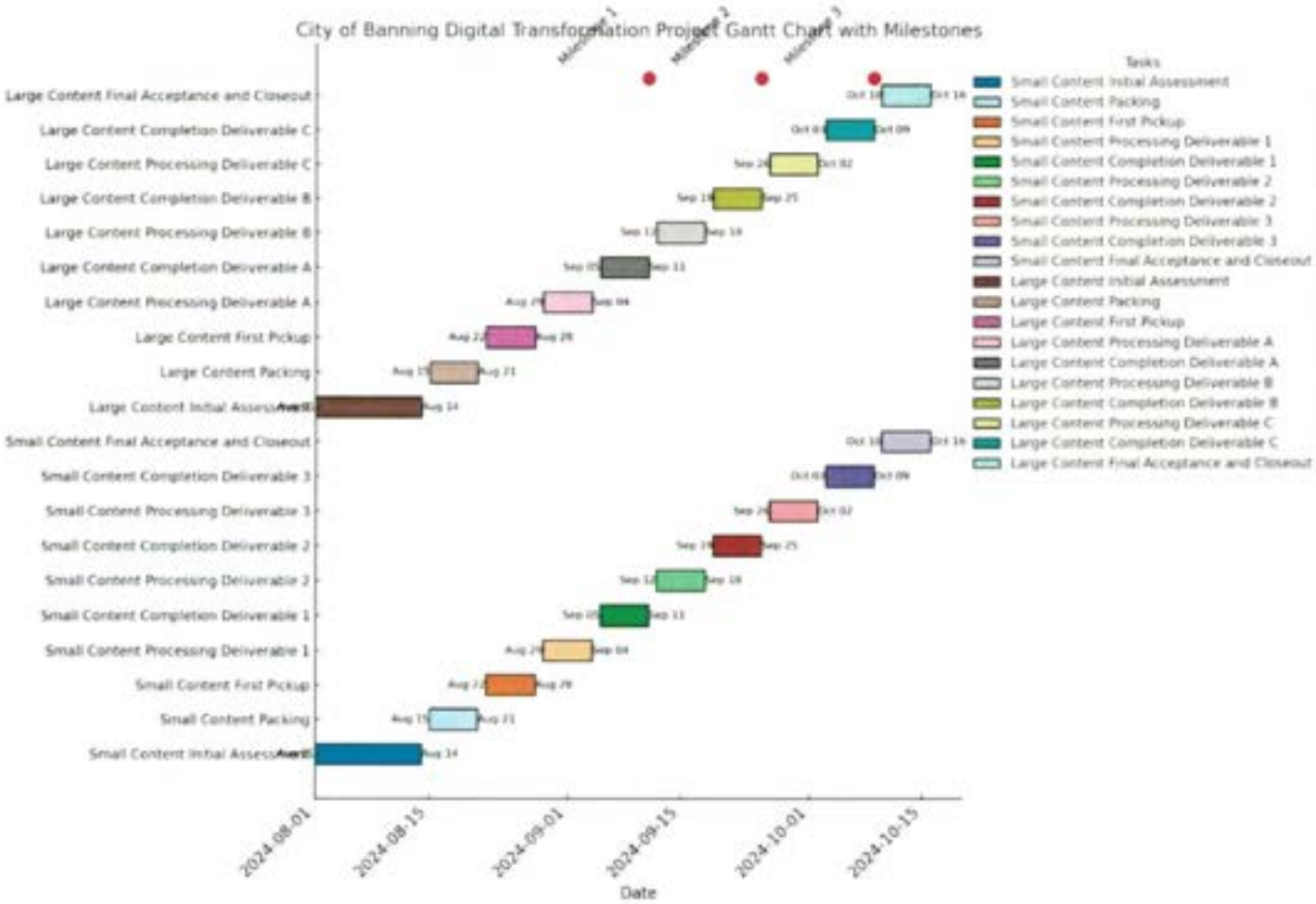
1. The Consultant shall provide a project schedule indicating a timeline of activities to perform imaging services from start to finish.
2. City of Banning will assign a Point Of Contact(s) in coordination with the Consultant Project manager to insure timely feedback & authorization.

5.3 Example Detailed Project Schedule

Key Dates

As we will not be able to know the exact dates until the project formally kicks off. Here is an example schedule based upon the number of weeks. This is divided into multiple parts based upon the standard content per department in 171 boxes and the large format per department which consists of a combined estimate of 6,090 plans. These will be processed simultaneously. UBEO will complete the project within the agreed upon schedule with the City of Banning. This of course is adjustable, example broken down below.

EXAMPLE SCHEDULE: UBEO TO PROJECT PLAN BASED ON CITY OF BANNING TIMETABLE AND FLUCTUATION OF SERVICE NEEDS AND ASSOCIATED PRICE ADJUSTMENTS.



Standard Content / Boxes

This content will be processed in UBEO Processing Center simultaneously for all departments. We will negotiate with the City of Banning on the processing speed and scale up or down from these points to the full capacity of UBEO's processing center(s).

This is an example schedule that can be altered to City of Banning's liking.

This content which consists of an estimated 171 Boxes will be processed in UBEO Processing Center. We will negotiate with the City of Banning on the processing speed and scale up or down from these points to the full capacity of UBEO's processing center(s). This is an example schedule that can be altered to City of Banning's liking.

- **Week 1-2 (August 1st – 14th):** Initial assessment of files, project kickoff meeting, and discussions with the client's staff.
- **Week 3 (August 15th – 21st):** A team from UBEO will arrive at the City of Banning and work on packing up all files carefully and safely. These boxes will be barcoded, given a basic inventory, and be prepared for the UBEO pickups.
- **Week 4 (August 22nd – 28th):** First pickup, UBEO Business Services to pick up all standard boxes.

- **Week 5 (August 29th - September 4th):** Start of document processing for the first 60 boxes (Deliverable 1).
- **Week 6 (September 5th – 11th):** Completion of Deliverable 1.
- **Week 7 (September 12th – 18th**): Start of document processing for the second 60 boxes (Deliverable 2).
- **Week 8 (September 19th – 25th):** Completion of Deliverable 2.
- **Week 9 (September 26th – October 2nd):** Start of document processing for the remaining 51 boxes (Deliverable 3).
- **Week 10 (October 3rd – 9th):** Completion of final deliverable.
- **Week 11 (October 10th – 16th): Client** Final Acceptance and Project Closeout for small format documents.

Week TBD: Scheduling continues should the City have additional content for scanning.

Large Format Documents

This content, which consists of an estimated 6,090 large format plans will be processed simultaneously with the standard content in a UBEO processing center with specialized equipment for wide formats. To help differentiate these from the smaller formats, we call these deliverables by the alphabet (A, B, C, D) versus numerical (1, 2, 3).

- **Week 1-2 (August 1st – 14th):** Initial assessment of files, project kickoff meeting, and discussions with the client's staff.
- **Week 3 (August 15th – 21st):** A team from UBEO will arrive at the City of Banning and work on packing up all wide format documents carefully and safely. These sheets will be barcoded, given a basic inventory, and be prepared for the courier pickups.
- **Week 4 (August 22nd – 28th):** First pickup, UBEO Business Services to pick up all content: ~8 boxes which consist of 6,090 wide format sheet that have been inventoried by the City of Banning.
- **Week 5 (August 29th - September 4th):** Start of large format document processing for the first 2,100 sheets (Deliverable A).
- **Week 6 (September 5th – 11th):** Completion of Deliverable A.
- **Week 7 (September 12th – 18th):** Start of large format document processing for the second 2,100 sheets (Deliverable B).
- **Week 8 (September 19th – 25th**): Completion of Deliverable B.
- **Week 9 (September 26th – October 2nd):** Start of large format document processing for the remaining 1,890 sheets (Deliverable C).
- **Week 10 (October 3rd – 9th):** Completion of final deliverable.
- **Week 11 (October 10th – 16th):** Client Final Acceptance and Project Closeout for large format documents.

Week TBD: Scheduling continues should the City have additional content for scanning.

7.2 Small Format Milestones

- **Milestone 1 (Week 6, September 5th – 11th):** Completion and delivery of the first 60 boxes. An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 2 (Week 8, September 19th – 25th):** Completion and delivery of the next 60 boxes (120 total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 3 (Week 10, October 3rd – 9th):** Completion and delivery of the next 51 boxes (171 total). An invoice will be issued upon client acceptance, payable within NET 45 terms.

Large Format Milestones

- **Milestone 1 (Week 6, September 5th – 11th):** Completion and delivery of the first 2,100 sheets (Deliverable A – 2,100 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 2 (Week 8, September 19th – 25th):** Completion and delivery of the next 2,100 sheets (Deliverable B – 4,200 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 3 (Week 10, October 3rd – 9th):** Completion and delivery of the next 1,890 sheets (Deliverable C – 6,090 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.

The example project plan provided is designed to showcase our extensive expertise and experience in managing similar projects. It serves as a comprehensive template to illustrate our capabilities and the structured approach we employ to ensure successful outcomes. This plan demonstrates our proficiency in assessing needs, implementing state-of-the-art technology, and maintaining rigorous quality control standards.

However, we fully recognize that each project is unique and requires a tailored approach. We are committed to customizing a plan that aligns perfectly with the City of Banning's specific needs, preferences, and goals. Our team is prepared to work closely with your staff to understand the nuances of your current systems and workflows, ensuring a seamless integration of our solutions. We will adapt our strategies to meet your timeline, budget constraints, and any other unique requirements you may have.

By leveraging our flexible project management methodologies, we can modify the scope, scale, and focus of our efforts to best serve the City of Banning.

In summary, while our example project plan highlights our general approach and capabilities, We are fully prepared to develop and implement a plan tailored to the City of Banning's distinct objectives, ensuring that all your goals are met with precision and care.

We look forward to meeting with you to discuss the combination of your digital transformation goals and our services for a winning outcome!

Thank you for the opportunity to earn your business – we look forward to the next steps!

Sincerely,
UBEO Business Services Team

Nick Sabatini

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

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates stated in 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

COST PROPOSAL

REQUEST FOR PROPOSAL FINDINGS AND RECOMMENDATIONS SCANNING AND INDEXING SERVICES RFP-24-062 CITY OF BANNING, CA

Response From:
UBEO Business Services
7076 S Revere Pkwy
Centennial, CO 80112

RFP Respondent's Point of Contact:

Nick Sabatini
Telephone: 650-400-5966
Email: nsabatini@ubeo.com

Response To:
REQUEST FOR PROPOSAL
SCANNING AND INDEXING SERVICES RFP-24-062
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RFP's Point of Contact:
Attention: Barbara Mason, Purchasing Manager
Telephone: 951-922-3121
Email: bmason@banning.gov

6 **V.C Price Proposal**

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. The total shall be an all-inclusive maximum price and to contain all direct and indirect costs including all out-of-pocket expenses with a full and complete breakdown of all said costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., for the first year's audit engagement.

In addition, a statement must be included in this section that if the proposer is charging travel costs, the proposer's charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

UBEO Understands.

6.1 **IV.N Department Pricing**

Each department will receive a detailed breakdown of the costs that pertain to their department (see attachments). Each department provided an estimate of the number of documents required to be scanned and indexed. Due to budget, each department reserves the right to reduce the SOW or withdraw from the RFP. After the initial work, if a department still has remaining funds available and locates additional documents, it reserves the right to include those documents until the budget is exhausted, so a detail rate schedule is required. Other departments within the City reserve the right to simultaneously include their documents as the listed departments within this RFP request service. Those departments will receive a separate invoice.

UBEO Understands.

Below is a list of cost estimates based upon the *assumption of volumes provided by the City of Banning during the Pre-Mandatory onsite visit.* ***Estimated 171*** *Standard boxes and* ***estimated 6,090*** *wide format plans/sheets.* Industry standards suggest, a standard banker box of small format (10 X 15 X 12) can contain around 2,250 – 2,500 pages of content while wide format may average 10-35 sheets per roll. Wide format box (24 X 24 X 48) holding approx. UBEO leveraged these industry standards to **estimate** the quantity of boxes (Standard & Large Format Size), pallet counts, logistical trips as well as project conversion timetables. *City of Banning, requests all content be scanned at 600 DPI.

UBEO Business Services ***are transactional*** *and will be invoiced based on the volumes produced. UBEO remains committed to being transparent with our pricing and the total page count delivered to the City of Banning.*

UBEO proposed rates are applicable for any day forward scanning as requested by the City.

UBEO Business Services understands that the City of Banning seeks a valued partner for the conversion of standard size as well as large format documents relative to Community Development, Water-Wastewater, Public Works – Planning and Engineering Departments. We appreciate the opportunity to provide end-to-end professional services for the above and more.

The details and specifications of this cost proposal are prepared to deliver the validation of our understanding of City of Banning's project scope, current state and to further develop a plan to move forward towards accomplishing internal departmental goals and objectives.

UBEO Business Services provides a plethora of business technology, solutions and services that will deliver and fulfill your RFP request as well as provide options and services that the City may be interested in to further leverage your investment in digitization.

Please find the following Findings & Recommendations to include:

Objective, media assessment, volumes for conversion along with recommendations for digitization & access.

Objective

The City of Banning requests Scanning and Indexing services for their paper and wide format records in accordance with standards set by the American National Standards Institute and Association for Information and Image Management for the Community Development, Water-Wastewater, Public Works – Planning and Engineering Departments.

Digitization within the departments can help achieve the following:

1. Improvement in efficiency with quick retrieval and efficient data handling.
2. Encouragement of interdepartmental communication and collaboration.
3. Establishment of an automated workflow foundation to streamline operational tasks and reporting.
4. Elimination of physical storage and fees associated.
5. Safeguarding documents from environmental threats such as moisture, fire and theft.

Media Types

The below media types are presented in the RFP within each department.

- ☒ **Paper Files**
- ☐ Microfiche
- ☐ Microfilm
- ☒ **Wide Format Documents**
- ☐ Books
- ☐ Other

Public Works Planning Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Public Works – Planning Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include Wide Format documents and are currently stored in drawers.
    - **Wide Format:**
      - Currently stored loose, within drawers. Dimensions are estimated at 24"x36".
- **Volume:**
  The City of Banning, Public Works – Planning Department reported a total of 20 drawers containing an estimated total of 50 wide formats each.
  - The overall estimation of Wide Format documents for this department includes 1,000 sheets.

Document/File Types	Rolls	Sheets Per	Estimated Papers Single Sided	Estimated images with 10% Double Side
Plans	20	50	1,000	1,000
	Estimated Totals		**1,000**	**1100**

***UBEO can provide large boxes for Wide Format Transport*

Public Works Water Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Public Works – Water Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include standard paper sized documents and wide format documents:
    - **Paper Files:**
      - Currently stored in binders ranging from a width of 2" – 4". Binders are currently housed on 2 shelving units with 4 shelves each and an approximate width of 72".

    - **Wide Format:**
      - Currently stored loose, within drawers. Dimensions are estimated at 24"x36" – 36"x42".

- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for 'Standard Box' volume. In 1" of space, there are typically 150 pieces of paper and each standard Banker's Box is 15" in depth. UBEO has added a 10% variation for consideration of double-sided paper.

Quantity of Lateral Shelves	Width of Lateral Shelves	Estimated with 10% Double Side	Estimated Boxes
8	72	95040	38.4

  - **Wide Format:**
    - The City of Banning, Public Works – Water Department reported a total of 20 drawers containing an estimated overall total of 150 wide format documents across all drawers.

Document/File Types	Rolls	Sheets Per	Estimated images with 10% Double Side
Plans	20	8	150

***UBEO can provide large boxes for Wide Format Transport*

Community Development Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Community Development Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include standard paper sized documents and wide format documents:
    - **Paper Files:**
      - Currently stored in a combination of ways including binders, folders within filing cabinets and folders stored within standard sized Banker's Boxes.
      - It was reported there are:
        - 17 Binders with a width of 4".
        - 54 standard sized Banker's Boxes.
        - 4 standard-sized filing cabinets with 4 drawers. All drawers are full except for one.
        - The majority of files are 8.5"x11" in size, but there are instances of wide formats existing within folders.

Prepared exclusively for City of Banning by UBEO Business Services

- Wide Formats:

Quantity of Rows	Depth of Row in Drawer	Qty. Standard Boxes	Binders	Width of Binder?	Estimated with 10% Double Side	Estimated Boxes
15	24	54	17	4	204270	82.53333333

  - Currently stored as rolls within shelves. The dimensions are approximately 24"x36".
  - Most wide formats are tagged with black circular tags for identification.
- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for 'Standard Box' volume. In 1" of space, there are typically 150 pieces of paper and each standard Banker's Box is 15" in depth. UBEO has added a 10% variation for consideration of double-sided paper.
  - **Wide Format:**
    - The City of Banning, Community Development Department reported a total of 274 rolled plans in addition to approximately 220 full-size building plans.

Document/File Types	Rolls	Sheets Per	Estimated Papers Single Sided	Estimated images with 10% Double Side
Plans	494	10	4,940	4,940

Water - Wastewater Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Water - Wastewater Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include standard paper sized documents and are currently stored in boxes.
    - **Paper Files:**
      - Stored in double sized Banker's boxes.

- Physical files within range from 8.5"x11" to 11"x17".

- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for 'Standard Box' volume. In 1" of space, there are typically 150 pieces of paper and each standard Banker's Box is 15" in depth. UBEO has added a 10% variation for consideration of double-sided paper.

Water - Wastewater Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Water - Wastewater Department Office.
- **Storage Method:**
  - Physical files include standard paper sized documents and are currently stored in boxes.
- **Paper Files:**

- Stored in double sized Banker's boxes.
- Physical files within range from 8.5"x11" to 11"x17".

- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for 'Standard Box' volume. In 1" of space, there are typically 150 pieces of paper and each

standard Banker's Box is 15" in depth. UBEO has added a 10% variation for consideration of double-sided paper.

Qty. Oversized Box	Estimated with 10% Double Side	Estimated Boxes
25	123750	50

Overview of Departmental Findings

1. **Current Media Types:** The City of Banning and applicable Departments within have varying physical files for conversion, including Wide Format documents and standard physical files.
2. **Volume:** Wide Format documents and physical files are stored in varying ways such as filing cabinets, shelves, boxes of varying sizes, and binders. An estimation of volume per department based on reported data is as follows:
   a. Public Works Planning Department:

i. Wide Formats: **1,000**

b. Public Works Water Department:
   i. Physical Files: **95,040**
   ii. Wide Formats: **150**

c. Community Development Department:
   i. Physical Files: **204,270**
   ii. Wide Formats: **4,940**

d. Water-Wastewater Department:
   i. Physical Files: **123,750**

e. Total Estimation of all Departments:
   i. Physical Files: **423,060**
   ii. Wide Formats: **6,090**

Current State Risk Assessment

Importance of Digitizing Paper Records and Processes: While still common, paper records are vulnerable to being destroyed by earthquakes, floods, wildfires, and other calamities. According to a study published in the International Journal of Information Management, physical documents are vulnerable, and the loss of such information could seriously impair the administrative capabilities, historical archiving, and important services provided by counties and municipalities. Additionally, digitized documents, according to the National Archives and documents Administration (NARA), provide better accessibility, efficiency, and long-term cost-effectiveness in addition to improved security against disasters.

Potential Losses from Non-Digitization

Wildfire and Natural Disasters: Unforeseen circumstances such as fire and other natural disaster activity has at times caused a devastating impact on the communities and their administrative systems. Maintaining and accessing crucial government administrative records can not only assist the community and expedite relief efforts but is essential in maintaining the City's historical narrative.

Environmental Hazards and Pest Damage: Documents stored in physical format may become susceptible to damage by heat, moisture, or pests such as silverfish and rodents. The impacts of such hazards may render documents inaccessible due to health concerns or cause irreparable damage to vital documents.

Security Threats and Human Error: Documents stored in physical format are vulnerable to theft, vandalism, and arson amongst environmental concerns. Maintaining all records in digital format in an electronic content management system allows for well-maintained security to efficiently safeguard critical documents. Additionally, human errors, such as misplacing important documents, also present a threat and have wide-ranging consequences. Creating a uniform digital record will prevent such negative consequences and improve efficiency of access.

Recommendations:

1. **Develop a Statement of Work and Project Plan**
    a. UBEO will develop a Statement of Work to establish the foundation of the digital transformation effort for City of Banning.
    b. We will use a collaborative approach to develop a detailed project plan and establish expectations for project implementation and duration. We will include details on deliverables, timeline projections, define milestones and establish reporting measures.
2. **Digital Conversion:** Initiate a comprehensive digital conversion process to transition from paper-based to digital records for applicable files. This should involve scanning and digitizing all boxed records as well as wide format rolls. The objective of this digital transformation should move towards the departmental goals of improving efficiency, laying groundwork towards workflow automation, and reclaiming and saving future space previously dedicated to storing physical files.
3. **Digital Migration:** Initiate a comprehensive digital migration process to securely migrate all existing digital records to a singular electronic content management system that can integrate current practices and provide further development towards workflow automation.
4. **Phased Implementation:** Project implementation should prioritize high-frequency files and will ultimately be determined by the volume of physical files to be digitized and digital files to be migrated. Following a secondary assessment, a detailed project plan will be generated through a collaborative approach.
5. **Software Selection:** UBEO Business Services specializes in **Electronic Content Management** solutions. We can provide recommendations for the most suitable and effective for *your city's needs* related to access and security. Additionally, we can implement workflow automation features for common processes to improve efficiency and reduce manual handling of files in current state and move towards day forward digitization practices.

UBEO Business Services partners with many organizations with regards to Converting paper and media to digital as well as implementing and supporting software solutions. UBEO provides a solid solution for the management of both hardcopy and softcopy documents. This expertise benefits our clients on every level. UBEO's goal is to be a valued partner and consultant for the City of Banning. UBEO is large enough to handle enterprise-wide support and small enough to respond quickly to a client's needs. The best of both worlds.

6.2 Color Images Note

With past experience most content in black and white is adequate for archival purposes. If there is a large quantity of color, the cost estimate may be updated. For infrequent corrections of color, it is typically included. All contents can be scanned in color if preferred as well. *For example, most Building, Engineering and Housing will be in black and white and Planning will be 'color for color'.*

UBEO has provide both Black/White & Color Scanning for options. Please note color scanning for (standard & wide format) significantly decreases the rate of throughput/overall project productivity. Please see the wide format pricing should you choose color.

6.3 Metadata / indexing Note

UBEO will include box level indexing at no cost to the City of Banning. (Box Level = 1 name for all contents of each box). Additional indexing for each file/department will be provided *per City of Banning*. Index /field rates below.

6.4 Cost Breakdown for Conversion

Line Item	Est. Quantity	Cost Per	Total Est. Price
Scan and convert various sized documents (8 1/2" x 11", 8 1/2" x 14", *up to 11" x 17"*) in 600 DPI Black/White	423,060	$0.084/image	$35,537.04 (Based on Department Estimates)
Scan and convert various sized documents (8 1/2" x 11", 8 1/2" x 14", *up to 11" x 17"*) in 600 DPI Greyscale or Color	As needed	$0.10950/image	$0.00
Scan and convert large (wide format) *11 X 17 or larger* format image in *600 DPI*	6,090	$1.55/sheet	$9,439.50 (Based on Department Estimates)
Total Cost for Conversion			**$44,976.54**

6.5 Cost Breakdown for Metadata

6.5.1.1 Folder Level Attributes Examples:

- **Folder Name**
  - For example: If the outside label states "John Doe #####-##" we will use that entire label as the folder name. ***Preserve all data in a form identical to, or functionally equal to, the original record.***
  - If there are Project Names/Type, we can capture that. ***Provide a unique file name for each scanned image, which will be provided by the City and ensure all documents in each file are organized appropriately and pertain to the title of the file.***
  - If the content is simply a binder, with no tabs, the entire file name of the binder will be inputted.

6.5.1.2 Document Level Attributes:

- Preferably UBEO will try and keep files combined for archive files. Splits based upon tabs can be made. Depending on the content type, we will negotiate further on index data. ***Any index data requested can be met for successful import into the City's Laserfiche EDMS***.

6.6 Box level only metadata.

If the project requires box level metadata – 1 name for all files in boxes, metadata will be included.

Line Item	Est. Quantity	Cost Per	Total Est. Price
Box Level Only	Included	Included	Included
Folder Level Only	TBD	$50/hr.	TBD

6.7 Additional Metadata

Per metadata field, indexing WITHOUT an electronic file level inventory or lookup database table.

Line Item	Est. Quantity	Cost Per	Total Est. Price
Database lookup	Included	Included	Included
Metadata	TBD	$50/hr.	TBD
Total	**TBD**		**TBD**

Each project is different, and this will be adjusted to be accurate. If there is a database or a key index file, costs will be reduced or be eliminated.

6.8 Specialized Staff

UBEO has a team of specialized staff such as Infrastructure Architects, IT Specialists, Project Managers, etc. This team can be available to assist the city with additional projects and estimates provided based on needs. As further projects are discovered, the prices may be reduced or changed.

Line Item	Est. Quantity	Cost Per Hr.	Total Est. Price
BPO Production Manager (manages the staff, oversees the project staff, and checks quality etc.	Included	$150.00	Included
Document Preparation	Included	Included	Included
Box Inventory Specialist	Included	Included	Included
Project Management (managing project, biweekly meetings, regular updates, throughout the period)	Included	$150.00	Included
Document Reassembly - Binders	100/estimated	$6.00/per binder	$600.00
Staff onsite to pack boxes and prepare file level manifest.	3 – 4 business days.	$50 /hr.	TBD

Packing - Creation of a box level manifest	Included	Included	Included

When UBEO Business Services packs the files, our team will mark the boxes based upon the order files are taken. Such as A – B for files with the name A to B, and this is included in our box level manifest. However, if a physical file by file manifest is desired, it will be an additional charge per file.

6.9 Cost Breakdown for Courier Services & Special Requests

Line Item	Est. Quantity	Cost Per	Total Est. Price
Document Destruction (Per Box)	TBD	$7.00 std	TBD
Large format Destruction (Per Box) *	TBD	$65 WF Box	TBD
Logistics and Transportation/cost per trip. **	TBD	$750.00	TBD

** UBEO estimates (10) sheets per roll and (25) rolls per box.*

***UBEO will work with City to maximize transportation efficiency. Logistics cost can vary depending on frequency and quantity. Cost above includes up to (4) pallets.*

6.1 Combined Costs

Line Item	Total Est. Price
Conversion	$44,976.54
Document Reassembly – Binders	$600.00
Logistics and Transportation	TBD
Destruction / Courier Services	TBD
Estimated Total	**$45,576.54**

**Above is based upon information provided in RFP.*

UBEO will provide departmental billing and services are transactional, and you will only be billed for what is processed.

UBEO will work with the city if additional time is needed for planning and budgeting. We are experts in managing projects, timelines, productivity and delivering professional conversion services. We look forward to meeting with you to discuss the combination of your digital transformation goals and our services for a winning outcome!

Thank you for the opportunity to earn your business – we look forward to the next steps!

Sincerely,
UBEO Business Services Team

Nick Sabatini

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 schedule agreed upon with the City.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

RESOLUTION 2025-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH UBEO SERVICES, LLC FOR SCANNING AND INDEXING SERVICES.

WHEREAS, the City currently has a large volume of hardcopy (paper) documents in both the Public Works and Community Development departments; and

WHEREAS, many of these records are in large formats, such as architectural plans and schematics drawings, making it difficult for staff to digitize these records in house; and

WHEREAS, it is desired to have these records digitized for easier storage; and

WHEREAS, once digitized, these records will be indexed and loaded into the City's records repository (Laserfiche); and

WHEREAS, digitizing these documents and loading them into the City's repository will increase access for both staff and the public to these records; and

WHEREAS, UBEO Business Services, LLC was determined to be the most suitable vendor based on a Request for Proposals (RFP) process.

WHEREAS, on October 8, 2024, the City Council adopted Resolution 2024-156 authorizing the City to enter into a Professional Services Agreement with UBEO Business Services, LLC for the Scanning and Indexing Project for a one-year term in an amount of $55,0000 and option to extend for 4 one-year terms.

WHEREAS, by March 2025, UBEO Business Services, LLC completed scanning and indexing of 179,467 images, including tabloid sizes and larger-plan sizes, with a total cost of $54,212.

WHEREAS, additional scanning and indexing is desired by the City to complete the remaining files from Departments/Divisions that exceeds the original estimated cost of $55,000, necessitating an amendment to the contract amount.

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

SECTION 1. The City Council approves Amendment No. 1 to the Professional Services Agreement (10824) with UBEO Business Services, LLC for the Scanning and Indexing Project for the same term authorized in Section 3.4 of Agreement 10824 (1 year through October 31, 2025 with options to extend as defined therein), including appropriating an additional $45,000 during fiscal year 2024/2025 and $50,000 during future fiscal years, with a contract amount total not-to-exceed $300,000 over the five-year term.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to Amendment No. 1 to the Professional Services Agreement with UBEO Business Services, LLC and to execute Amendment No. 1 with UBEO Business Services, LLC 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 23rd day of April, 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 2025-52, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of April, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

Amendment No. 1 to Professional Services Agreement with UBEO Business Services, LLC

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C01077) FOR SCANNING AND INDEXING SERVICES BY AND BETWEEN CITY OF BANNING AND UBEO WEST, LLC DBA UBEO BUSINESS SERVICES

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **UBEO WEST, LLC DBA UBEO BUSINESS SERVICES**, a California Limited Liability Company ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated October 11, 2024 for the purpose of providing Scanning and Indexing Services ("Agreement") following RFP No. 2024-062 for On-Call Scanning and Indexing Services, as approved by City Council Resolution 2024-156.

B. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to October 31, 2026 and increase the Contract Sum to the not to exceed amount of One Hundred Fifty Thousand Dollars ($150,000.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Ninety-Five Thousand Dollars ($95,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Hundred Fifty Thousand Dollars ($150,000.00).

   1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through October 31, 2026 unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

   2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1. In the event of a conflict between the provisions

of this Amendment No.1 and the provisions of the Agreement or Amendments No. 1, the provisions of this Amendment No. 1 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 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.

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
_____	_____
Robert Fisher, Acting City Manager	NAME: TITLE:
City Council Approval: _____	_____ NAME: TITLE:
ATTEST:	
_____	
Sandra Calderon, Acting Administrative City Clerk	
APPROVED AS TO FORM: Solvak, Baron, Empey, Murphy & Pinkney LLP	
_____	
John O. Pinkney City Attorney	

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.

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Robert Fisher, Acting City Manager**

PREPARED BY: **Nicole Jews, Human Resources Manager**
Robert Fisher, Interim City Manager

MEETING DATE: **April 22, 2025**

SUBJECT:
Consideration of Resolution 2025-53, Amending the Classification & Compensation Plan for the City of Banning

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RECOMMENDATION:

Adopt Resolution 2025-53

BACKGROUND:

It is necessary to amend the City's Classification & Compensation Plan from time to time to maintain a current plan that reflects budget amendments, organizational structure, and department needs. Past City Council resolutions have identified the necessity to maintain a current Classification & Compensation Plan that reflects the nature of work and organizational structure, that the plan is updated to reflect both market changes and appropriate compensation for work performed.

JUSTIFICATION:

Proposed changes to the Classification and Compensation plan include:

City Manager's Office

Reclassify the Assistant City Manager position (Job Code 20050) Range T90 to an Executive Secretary (Job Code 1610) Range G53. The City Manager's Office needs an administrative level position to assist the City Manager and staff. The Executive Secretary position that will report directly to and assist the City Manager with various clerical duties, invoicing and special budget projects.

FISCAL IMPACT:

This action will provide a cost savings to the General Fund.

Position/Range	Proposed Salary Range	Current Salary Range	Proposed Base Wage Difference

Assistant City Manager / T90	$0	$153,060.51	$153,060.51
Executive Assistant / G53	$68,274.68	$0	$68,274.67
TOTAL ANNUAL FISCAL IMPACT			$84,785.84 (savings)

ALTERNATIVES:

Do not adopt Resolution 2025-53 and provide alternative direction to staff.

BUDGETED?:
Yes

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Resolution_2025-53 Class and Comp - Reclassification.docx
2. Executive Secretary_04222025.pdf

RESOLUTION 2025-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE CITY OF BANNING TO RECLASSIFY THE ASSISTANT CITY MANAGER POSITION

WHEREAS, it is necessary to amend the City's Classification & Compensation Plan from time to time to maintain a current plan that reflects the nature of work, organizational structure, or otherwise; and

WHEREAS, staff needs to reclassify the Assistant City Manager position to an Executive Secretary position in the City Manager's Office. The Executive Secretary position will be more in line with the clerical duties necessary to assist the City Manager's office; and

WHEREAS, changes to job descriptions, job titles, and/or pay ranges require City Council approval.

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

SECTION 1. The City Council approves reclassification of the Assistant City Manager T90 to An Executive Secretary G53 for Fiscal Year 2024-25.

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 22nd day of April, 2025.

_____
Sheri Flynn, Mayor
City of Banning

ATTEST:

_____
Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

_____

John Pinkney, Interim City Attorney
Slovak, Baron, Empey, Murphy & Pinkney LLP

CERTIFICATION:

I, _____, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-53, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of April, 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Administrative City Clerk
City of Banning, California

Exhibit A
Executive Secretary Job Description

JOB DESCRIPTION

TITLE: Executive Secretary	**JOB CODE:** 1610
DEPARTMENT: City Manager's Office	**FLSA STATUS:** Non-Exempt
REPORTS TO: CITY MANAGER	**UNION STATUS:** Represented
SUPERVISES: N/A	**EFFECTIVE DATE:** 10/26/2004
SALARY: G53 ($50,466.27-$68,274.68)	**REVISED DATE:** 04/22/2025

JOB PURPOSE/SUMMARY

Under general supervision, performs a variety of duties associated with providing administrative support services to an assigned department or division.

ABOUT THE CITY OF BANNING

The City of Banning is located in the San Gorgonio Pass area of Southern California. The community of over 30,000 people is diverse with income levels slightly lower than other areas of Riverside County. However, growth and development is occurring rapidly, which will create new jobs, increase the population and raise income levels. Our employees are the most important asset in preserving our Proud History, Creating a Prosperous Tomorrow, and in responding to the community's needs. The City provides competitive salaries, outstanding benefits and professional growth opportunities.

CITY VISION

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsible, fair treatment to all and is the pride of its citizens.

CORE VALUES

- **Customer Service Excellence**: We excel in what we do by staying responsive, flexible, patient, effective, and professional.
- **Integrity**: We are ethical, accountable and compliant with our responsibility to the public and community.
- **Teamwork**: We work together and maintain great communication and respect and foster a fun and enjoyable atmosphere to take pleasure in what we do.
- **Yes-Minded**: We recognize diversity and maintain a positive attitude to do all we can to serve the community in the safest and most responsible manner.

PERFORMANCE EXPECTATIONS

- **Management:** Able to independently assess and organize personal work performance while contributing to the overall organization.
- **Teamwork:** Demonstrates ability and willingness to work collaboratively with a team.
- **Communication:** Communicates effectively with peers, supervisors, subordinates, and individuals to who service is provided.

ESSENTIAL FUNCTIONS

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Depending on the area of the assignment, duties may include, but are not limited to the following:

- Receives and screens visitors and telephone calls.
- Schedules appointments for the Department Director. Provides information to others regarding processes and procedures of assigned department.
- Maintains and distributes applicable forms for department.
- Receives, logs and distributes outgoing and incoming mail.
- Types and writes letters, memos, informational material and correspondence.
- May act as liaison to press and other City officials.
- May coordinate the work of others.
- Researches information and prepares reports.
- Prepares required staff reports.
- Prepares agendas and related documents.
- Transcribes minutes for assigned department meetings.
- Maintains and orders department supplies.
- Maintains confidential files for Department Director.
- Monitors department budget.
- Prepares purchase requests and submits bills for payments.
- Enters invoice requests.
- Processes invoices for payment.
- Reconciles petty cash.
- Performs other duties as assigned or required

KNOWLEDGE OF:

- Knowledge of applicable city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of customer service techniques and principles.
- Knowledge of file and records management principles and workflow procedures.
- Knowledge of the use of office supplies and equipment.
- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in assessing, analyzing, identifying and implementing solutions to complex problems.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.

MINIMUM QUALIFICATIONS

A high school diploma or GED supplemented by specialized administrative support/business related courses and five (5) years of experience performing increasingly complex and highly responsible office and administrative support work, of which at least (2) two years involved administrative support work for one or more managers.

PREFERRED QUALIFICATIONS
An Associate's Degree is preferred. Municipal/public sector government

ADDITIONAL REQUIREMENTS

- Demonstrated proficiency at an advanced level in Word and/or Excel.
- Possession of a valid California driver's license

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Must be available to work a varying schedule including weekends, weekdays, evenings and holidays (hours and days are adjusted as needed by the Department). Occasional attendance before or after regular work hours may be required. Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level in the work environment is usually quiet while in the office and moderately loud when in the field.

PHYSICAL REQUIREMENTS

The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this classification, an incumbent is regularly required to use hands and fingers to handle and/or feel. The employee is frequently required to talk, hear, and to sit and reach with hands and arms.

The employee is occasionally required to walk, climb or balance and stoop, kneel or crouch. The employee must regularly lift and or move up to twenty (20) pounds. Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

The City of Banning is an equal opportunity employer. All employees and candidates for employment will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, national origin, religion, creed, color, marital status, veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Patrick Safari, Capital Improvement Projects Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**April 22, 2025**
SUBJECT:	**Adopt Resolution 2025-54, Approving the Measure "A" Five Year Capital Improvement Plan Project List and Authorizing the City Manager to Execute the Maintenance of Effort Certification Statement**

RECOMMENDATION:

Adopt Resolution 2025-54

BACKGROUND:

Voters in Riverside County approved Measure "A" in 1988, which authorized the Riverside County Transportation Commission (RCTC) to impose an additional one-half percent (0.5%) sales tax for the next 20 years to be used for improvements of state highways, public transit systems, and local streets. In 2002, voters in Riverside County approved a 30-year extension of the one-half percent sales tax for transportation improvements.

Each City in Riverside County is required by the RCTC to submit a Five-Year CIP, as approved by its governing board, to indicate how Measure "A" funding is to be utilized over the next five years. The list of street locations recommended for inclusion in the Five-Year Measure "A" CIP is attached hereto.

In 2012, the City completed a data collection and mapping project of the City's street network and in the process collected pavement surface distress data such as cracking, roughness, rutting, raveling/weathering, bleeding/flushing and deflection. The information along with traffic volume data is entered into asset management software which is utilized to prioritize pavement rehabilitation projects. The Public Works Department recently completed the collection of new data in 2025 and is in the process of analyzing the new data and updating the asset management software.

As part of the yearly Measure "A" CIP list submittal, the City is required to submit a Project Status Report for projects previously approved by the City Council in previous fiscal years that have not been completed. Attached hereto is the Project Status Report for FY 2024/25.

The Measure "A" Ordinance also requires annual certification that discretionary General Fund expenditures for transportation-related construction and maintenance activities for Fiscal Year 2025/2026 will meet or exceed the Maintenance of Effort (MOE) Certification base year amount and commitment to expending Measure "A" funds to projects identified in the City's Five-Year CIP. The MOE base year amount has been set to $164,325. The MOE, attached hereto, must be signed by the City Manager and submitted to RCTC along with the Five-Year CIP.

JUSTIFICATION:

The City is required to submit a Five-Year CIP along with an executed MOE Certification annually to the RCTC in order to receive Measure "A" funds for street rehabilitation projects.

FISCAL IMPACT:

RCTC has estimated that the City of Banning will receive Measure "A" Funds totaling $4,377,000 as follows for the next five years:

Year	Estimated Amount
2025/2026	$840,000
2026/2027	$858,000
2027/2028	$875,000
2028/2029	$893,000
2029/2030	$911,000

ALTERNATIVES:

The City Council may choose not to adopt Resolution No. 2025-054, which would result in the City losing its Measure "A" entitlements.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2025-054.docx
2. Measure A 5-Yr FY 2026-30 and FY 2024-25 Project Status.pdf
3. MOE Certification.docx

RESOLUTION 2025-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE MEASURE "A" FIVE YEAR CAPITAL IMPROVEMENT PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MAINTENANCE OF EFFORT CERTIFICATION STATEMENT

WHEREAS, in 1988, Riverside County voters approved a 0.5% sales tax (Measure "A") over a 20-year span to be used toward improvements of state highways, local transit systems, and public streets; and

WHEREAS, in 2002, Riverside County voters approved a 30-year extension of the Measure "A" 0.5% sales tax; and

WHEREAS, each City in Riverside County is required by the Riverside County Transportation Commission (RCTC) to submit a Five Year Capital Improvement Plan, attached hereto, as approved by its governing board, to indicate how Measure "A" funding is to be utilized over the next five years; and

WHEREAS, the RCTC has estimated that the City of Banning will receive a total of $4,377,000 in Measure "A" funds over the next five years; and

WHEREAS, the program is intended to support local transit systems, street pavement rehabilitation and public street improvements; and

WHEREAS, the Measure "A" Ordinance requires annual certification that discretionary General Fund expenditures for transportation-related construction and maintenance activities for Fiscal Year 2025/2026 will meet or exceed the Maintenance of Effort (MOE) Certification base year amount and commitment to spending Measure "A" funds to projects identified in the City's Five-Year CIP; and

WHEREAS, if needed, the priority list of street locations can be changed by the City by submitting a written request to RCTC.

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

SECTION 1. City Council adopts Resolution 2025-054, approving the Measure "A" Five Year Capital Improvement Plan.

SECTION 2. The City Manager is authorized to execute the Maintenance of Effort Certification Statement.

SECTION 3. The City Clerk is authorized to certify 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 22nd day of April 2025.

Sherry Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative
City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

John Pinkney, City Attorney

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-054, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of April 2025 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Vickie Sellers, City Clerk
City of Banning, California

MEASURE A LOCAL STREETS AND ROADS PROGRAM

FY 2025/26

Agency: Banning
Prepared by: Patrick Safari
Phone #: (951) 922-3168
Date: 4/8/2025

FY 2023/24 Audited Measure A Balance:	$959,825
FY 2024/25 Measure A Revenue	$840,000
Less: FY 2024/25 Project Status Report Expenses:	$271,890
Estimated Prior Year Measure A Balance:	$1,527,935
Estimated FY 2025/26 Measure A Allocation:	$841,000
Estimated Measure A Available for FY 2025/26 Projects:	$2,368,935

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2026-01	HSIP Wilson St and 12th St Intersection Improvements	Intersection Improvement(s)	$277,000	$27,700
2026-02	HSIP Omar and Ramsey Intersection Improevements	Street/Road Maintenance/Improvement	$539,700	$90,000
2026-03	HSIP Ramsey RRFB Pedestrian Crossings Improvements	Safety Improvement(s)	$525,000	$275,000
2026-04	Sun Lakes Blvd Extension (Construction)	New Construction	$830,000	$830,000
2026-05	Traffic Engineering (Design)	PS&E	$20,000	$20,000
2026-06	HSIP Upgrade Traffic Signal Hardware (Design)	PS&E	$60,000	$6,000
2026-07	HSIP Pedestrian Crosswalk Upgrages	Safety Improvement(s)	$85,000	$8,500
2026-08	Ramsey Guardrail Replacement	Safety Improvement(s)	$5,000	$5,000
2026-09	Sun Lakes Blvd Restriping	Rehabilitation & Maintenance	$45,000	$45,000
		Total:	$2,386,700	$1,307,200

MEASURE A
LOCAL STREETS
AND ROADS PROGRAM

FY 2026/27

Agency: Banning
Prepared by: Patrick Safari
Phone #: (951) 922-3168
Date: 4/8/2025

Estimated Prior Year Measure A Balance:	$1,061,735
Estimated FY 2026/27 Measure A Allocation:	$858,000
Estimated Measure A Available for FY 2026/27 Projects:	$1,919,735

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2027-01	Sun Lakes Blvd Extension (Construction)	New Construction	$830,000	$830,000
2027-02	HSIP Upgrade Traffic Signal Hardware (Construction)	Safety Improvement(s)	$500,000	$50,000
2027-03	Traffic Engineering (Design)	Safety Improvement(s)	$25,000	$25,000
2027-04	HSIP Wilson and 12th Street Intersection Improvements	Safety Improvement(s)	$227,600	$22,760
		Total:	$1,582,600	$927,760

MEASURE A
LOCAL STREETS
AND ROADS PROGRAM

FY 2027/28

Agency: Banning
Prepared by: Patrick Safari
Phone #: (951) 922-3168
Date: 4/8/2025

Estimated Prior Year Measure A Balance:	$991,975
Estimated FY 2027/28 Measure A Allocation:	$875,000
Estimated Measure A Available for FY 2027/28 Projects:	$1,866,975

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2028-01	Barbour St: San Gorgonio Ave to East End of Barbour St (Estes)	AC Overlay	$650,000	$650,000
2028-02	Ramsey Street: 4th St to 8th St	AC Overlay	$220,000	$220,000
		Total:	$870,000	$870,000

MEASURE A
LOCAL STREETS
AND ROADS PROGRAM

FY 2028/29

Agency: Banning
Prepared by: Patrick Safari
Phone #: (951) 922-3168
Date: 4/8/2025

Estimated Prior Year Measure A Balance:	$996,975
Estimated FY 2028/29 Measure A Allocation:	$893,000
Estimated Measure A Available for FY 2028/29 Projects:	$1,889,975

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2029-01	Ramsey Street: Omar St to Highland Home Rd	AC Overlay	$450,000	$450,000
2029-02	City-wide Slurry Seal	Slurry Seal	$450,000	$450,000
		Total:	$900,000	$900,000

MEASURE A
LOCAL STREETS
AND ROADS PROGRAM

FY 2029/30

Agency: Banning
Prepared by: Patrick Safari
Phone #: (951) 922-3168
Date: 4/8/2025

Estimated Prior Year Measure A Balance:	$989,975
Estimated FY 2029/30 Measure A Allocation:	$911,000
Estimated Measure A Available for FY 2029/30 Projects:	$1,900,975

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2030-01	Hargrave St: Lincoln St to Charles St	AC Overlay	$300,000	$300,000
2030-02	Wilson St: Highland Home Rd to Sunset Ave	AC Overlay	$600,000	$600,000
		Total:	$900,000	$900,000

MEASURE A
LOCAL STREETS
AND ROADS PROGRAM

PROJECT STATUS REPORT FY 2024/25

Agency: Banning
Prepared by: Patrick Safari
Phone #: (951) 922-3168
Date: 4/8/2025

Item No.	Project Name/Limits	Project Type	Total Cost	Anticipated Measure A Funds Expended (Est thru 06/30/2025)	Estimated/Actual Completion	Status
2025-01	City-wide Slurry Seal	Slurry Seal	$500,000	$0	8/30/2025	Delayed
2025-02	Omar Street & Ramsey Street Intersection Improvement	Intersection Improvement(s)	$50,000	$50,000	11/30/2024	Completed
2025-03	City-wide Pavement Conditions Assessment	Other	$120,000	$120,000	7/31/2025	PS&E Phase
2025-04	HSIP Traffic Signal Upgrades	Road Safety/Traffic Improvement(s)	$433,900	$43,390	9/30/2025	PS&E Phase
2025-05	HSIP Various Intersections Improvements	Intersection Improvement(s)	$585,000	$58,500	4/30/2026	PS&E Phase
2025-06	Sun Lakes Boulevard Extension (Construction)	Road Extension	$833,333	$0	6/30/2026	Delayed
			Total:	$271,890		

FY 2025/26

MAINTENANCE OF EFFORT CERTIFICATION STATEMENT

The undersigned agrees and certifies for the City of Banning (the "Agency") that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission ("Measure A") shall be used in compliance with the Commission's Maintenance of Effort Guidelines and a base year amount of $164,325, approved by the Commission at its July 11, 2012 meeting, and that the Agency shall not use such funds to replace discretionary local funds previously expended by the Agency for local transportation purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a reduction of loss of Measure A funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Plan as approved by Riverside County Transportation Commission.

Dated: _____

_____

CITY MANAGER

ATTEST:

_____

SECRETARY

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Robert Fisher, Acting City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**April 22, 2025**
SUBJECT:	**Update on the City's Utility Billing Issues**

RECOMMENDATION:

Receive and file update on the City's Utility Billing Issues and provide direction on the waiver of certain fees.

BACKGROUND:

On November 1, 2024, the City of Banning implemented a new utility billing software system, Milsoft, with the goal of improving the utility billing processes and providing interconnectivity with other Milsoft software packages utilized by the Banning Electric Utility. However, the Milsoft rollout encountered substantial technical and operational issues, impacting the City's ability to produce timely utility bills.

By late December 2024, City management determined it was in the best interest of the City to revert to the previously used software, CentralSquare/Naviline. This rollback effort involved coordination with a third-party contractor to extract and manipulate utility meter read data collected in Milsoft, ensuring compatibility with the legacy system. Due to formatting and system differences, many data entries required manual input by staff.

Update

As of March 1, 2025, the Finance Department, Utility Billing Division successfully reverted to the CentralSquare/Naviline billing software for both bill calculations and payment processing. Utility Billing Division staff have dedicated substantial time, including weekends to ensure timely processing and a return to regular monthly billing operations.

To address the months missed during the system transition, customers can expect to receive "catch-up" billing statements every few weeks. These statements will reflect utility usage and charges that were delayed due to the system change. Barring unforeseen impacts to staff resources, Utility Billing staff anticipates that regular, up-to-date monthly billing will resume by the end of July, 2025.

To ensure a smooth transition, staff manually re-keyed all customer payments made between November 1, 2024, and February 28, 2025. These payments—whether made in person at the counter, through the e-Biz website (Milsoft customer portal), or mailed to the City's L.A. lockbox—are now fully accounted for and accurately reflected in customer utility accounts (see attached redacted bill). Customers are encouraged to carefully review upcoming bills, as credits will be applied accordingly and reflected in their current account balances. Utility Billing staff will be made available to support customers who need help reconciling their account activity.

The transition to the Milsoft system required the discontinuance of the pre-existing online customer payment portal and introduction to credit card readers compatible with the Milsoft system which were all up and active during the Milsoft rollout. With the reversion to Navaline, staff has commenced working with the previous vendor of the City's online payment portal and in-person credit card processing services. These payment services are underway and expected to be back online by the first week of May. Once active, customers who were previously registered will not need to re-enroll in autopay or recurring payment services. That said, it is strongly recommended that users review and confirm their saved bank account information for accuracy. The updated portal will also allow customers to resume paperless statement preferences and access historical billing statements online.

In the interim of having the customer payment portal and ability to take credit card payment available , utility payments can be made in several ways. Customers may deposit checks or money orders in the secure, 24/7 drop box located in the Police Department parking lot off Hays Street. In-person payments using cash or check are accepted at City Hall customer service counters Monday through Friday from 8:00 a.m. to 5:00 p.m. Additionally, mailed payments may be sent either to the City's L.A. lockbox or directly to City Hall. Mailed payments will continue to include online bill payments through customer's banks which are mailed to the City.

Customers who have not made payments on their account over the past five months are strongly encouraged to contact City Hall. Staff is available to discuss reasonable payment plan options and provide assistance. Customer Service can be reached by visiting in person, by email at ubweb@banningca.gov, or by calling (951) 922-3185, Monday through Friday, 8:00 a.m. to 5:00 p.m.

Payment plans will be available for customers upon request (see attached form), although it is staff's recommendation that payment plans are not provided until bills are caught up (i.e. July) in order to avoid multiple amendments to a payment plan.

Staff is seeking direction from City Council on waiver of late fees ($18.00) and credit card fees (3%).

JUSTIFICATION:

The purpose of this report is to provide City Council and the public with an update on the City's utility billing issues.

Payment plan options and the waiver of certain fees (late and credit card fees) will lessen the burden on customers associated with the issues related to utility billing.

FISCAL IMPACT:

The rollback process required significant staff time, the engagement of third-party services, and the procurement of compatible hardware, all of which have a fiscal impact on departmental budgets.

The resolution of the utility billing issues will allow the City to collect $1,000,000's of unbilled uses for the Electric, Water and Wastewater Utilities.

Then City will incur expense related to credit card fees if they are waived for the customer. Typically, these fees amount to approximately $200,000 per year.

There is also a fiscal impact to those customers that have not made payments to their utility billing accounts since November. The Finance Department, Utility Billing Division will work with customers to develop possible payment plan options. Staff is seeking direction from City Council regarding the waiver of late fees for unpaid balances, payment plans and no shut-offs during the payment plan term.

ALTERNATIVES:

N/A

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Redacted Bill Showing Credits for Prior Payments.pdf
2. November Billing Insert.pdf
3. Payment Plan Form and Guidance.pdf
4. Back of Bill Info.pdf
5. LIHEAP ENG-SP_v24-1.pdf

City of Banning Utility Department
99 E. Ramsey Street
Banning, CA 92220
Phone (951) 922-3185
Fax (951) 922-3165
Website: www.banningca.gov
Business Hours: Monday - Friday
8:00 a.m. to 5:00 p.m.

UTILITY ACCOUNT INFORMATION

NAME:	[redacted]		
ACCOUNT NUMBER:			
SERVICE ADDRESS:			
CYCLE/ROUTE:	20-29		
BILL DATE:	**04/07/25**		
CURRENT CHARGES:	**$ 156.72**	DUE:	04/27/25
BILL TYPE:	Regular		

ACCOUNT SUMMARY

ACCOUNT TYPE: RESIDENTIAL

PAYMENT/ADJUSTMENT SUMMARY

Prior payments recieved

LAST BILL AMOUNT:	$	185.56
PAYMENTS RECEIVED:01/16/25	$	-189.22
PAYMENTS RECEIVED:11/07/24	$	-185.56
PRIOR ADJUSTMENTS:	$	0.00
BALANCE FORWARD.....	**$**	**-189.22**

ACCOUNT DETAILS

ELECTRIC SERVICE

Meter #	30499E
Previous Read	29742
Current Read	29934
Current Usage	192 kWh
Last Year Same Month	171 kW

*=Estimated Read

Electric Monthly Charge	10/22/24-11/01/24	10 Days	$	10.00
Income Discount			$	-10.83
Usage Charge	64 X $0.1421		$	9.09
Electric Monthly Charge	11/01/24-11/21/24	20 Days	$	22.67
Income Discount			$	-21.67
Usage Charge	128 X $0.1619		$	20.72
Public Benefit Prog	2.85% of Monthly and Electrical Charges		$	1.78
Power Cost Adj Factr	192 X $0.0061		$	1.17
Electrical Total			**$**	**32.93**

WATER/SEWER SERVICE

Meter #	01365977W
Previous Read	839
Current Read	855
Current Usage	16 CCF
Last Year Same Month	15 CCF

1CCF = 748 Gallons *=Estimated Read

Water Monthly Charge	10/22/24-11/21/24	30 Days	$	27.75
Usage Up to 7 CCF	7 X $2.76		$	19.32
Usage 8-15 CCF	8 X $2.97		$	23.76
Usage Above 15 CCF	1 X $3.52		$	3.52
Sewer Monthly Charge	10/22/24-11/21/24	30 Days	$	49.44
Water/Sewer Total			**$**	**123.79**

CURRENT CHARGES:	**$**	**156.72**
AMOUNT DUE: CREDIT DO NOT PAY	**$**	**-32.50**

Dear Banning Utility Customers: Thank you for your patience during this challenging transition. You will be receiving several catch-up biweekly bill statements until your account is current. Payment plans are available, if necessary. We're here to help! Please call the ph number above for assistance options & information. NOTE: City Council approved EL rate increase as of 11/01/2024.

QUESTIONS?
See reverse side for more information.

Detach lower portion and return with your payment. Please allow 3 business days for mail delivery.

City of Banning Utility Department
99 E. Ramsey Street
Banning, CA 92220
Phone (951) 922-3185

ACCOUNT NUMBER: [redacted]
CUSTOMER NAME:
SERVICE ADDRESS:

Past Due:	$ -189.22	
Current Charges:	$ 156.72	Due: 04/27/25
Total Due:	$ -32.50	Amount Paid: Credit

***** Past due balances are subject to late fees and disconnection. *****

BAN0407B *** 7000023931 00.0039.0077 11357/1
11357 1 AV 0.545 *** AUTO 5-DIGIT 92220

[redacted]

CITY OF BANNING UTILITIES
PAYMENT PROCESSING CENTER
PO BOX 845386
LOS ANGELES, CA 90084-5386

539

0001844250000517140000000000003

We know it's been a while since you've seen a utility bill

Please, don't panic.

- Corrections are being made to our billing system software.
- You will receive several catch up bills beginning with this one.
- Payment plans available.
- No delinquent fees.
- No shut offs for non-payment.
- Transaction fees temporarily absorbed by the City.
- All payments made have been credited to your account.

While our payment portal is still under construction please continue to make payments using the following options:

- Utilize our drive up drop box (in the Police Dept. Parking lot)
- Visit our Customer Service counters (inside City Hall)
- Mail in your payment

City of Banning Utility
Payment Processing Center
P.O. Box 845386
Los Angeles, CA
900084-5386

Use your phone's camera to scan here to visit our utility billing webpage for all of the latest updates.

https://banningca.gov/137/Utility-Billing

Thank you for your patience

CITY OF BANNING

CUSTOMER PAYMENT PLAN REQUEST FORM

99 East Ramsey Street, PO Box 985, Banning, CA 92220
Phone: (951) 922-3185 Fax: (951) 922-3165
E-mail: ubweb@banningca.gov
Business Hours: Monday through Friday 8:00 a.m. to 5:00 p.m.

Customer Name (s): _____
_____
Service Address: _____
Mailing address: _____
_____
Payment Period: ____ / ____ / ____ through ____ / ____ / _____

Book/Route No.: _____
Account No.: _____
Plan Amount: $ _____
Open Date: _____
Plan Type: Short Long
Plan No.: _____
Phone No.: ( ) _____

Payment Date:	Payment Amount:	Comments:
Total Due:	$ -	

I, _____ hereby agree to keep the terms and conditions of the payment plan as listed.
(Customer's name)

*****NO EXCEPTIONS WILL BE MADE TO THE ABOVE TERMS*****

- I understand that failure to maintain this payment schedule will result in the termination of utility services in accordance with Council Resolution 1975-23. I fully understand that the reconnection of utility service will require payment of entire past due balance and all applicable fees. _____
- I understand that this agreement is valid only as long as any new current bills are paid in full. Should a current bill become delinquent, the utility service will be terminated immediately. _____
- Plan is VOID if a check and/or credit card payment is returned. _____

*****PLAN PAYMENT INSTALLMNENTS MUST BE MADE IN FULL AND ON TIME. NO CHECKS WILL BE ACCEPTED AS PAYMENT*****

BY SIGNING BELOW, I AGREE TO THE TERMS OF THIS PAYMENT PLAN AND I AM AWARE THAT IF PAYMENT(S) ARE NOT MADE BY THE ABOVE DATE(S) SERVICE WILL BE TERMINATED WITHOUT FURTHER NOTICE. IF SERVICE IS DISCONNECTED FULL PAST DUE BALANCE AND RECONNECTION FEE(S) ARE DUE BEFORE SERVICE CAN BE REESTABLISHED.

Customer Signature: _____ Date: _____

City of Banning Representative: _____ Date: _____

City of Banning

Customer Service & Utility Billing Division

The City of Banning understands that financial hardships may occur for some of our utility customers. We're here to help. In an effort to assist with those hardships, the City of Banning will offer payment plans for our utility customers unable to pay their utility bill. Payment Plans will require the following:

1. **The amount included in the payment plan must be paid as agreed upon, in addition to your current monthly utility bill.**
2. **A percentage of the balance MUST be collected upon signing the Payment Plan agreement. Owner-occupied Residential and Commercial utility accounts will be provided leniency, and these payment plan requests will be reviewed and approved by Senior Staff/Management.**
3. **Please note, our billing software is currently not able to set a billing amount other than what is due on the bills, so it is the customer's responsibility to make the agreed upon payments.**

Failure to follow the payment plan schedule will result in disconnection of your utility services. The City of Banning reserves the right to disconnect service if you do not abide by the terms of the agreement.

If utility services are disconnected for failure to follow the payment plan schedule, reconnection will only be possible after FULL cash/money order/credit card payment of the outstanding account balance.

The customer is responsible for ensuring that they follow these guidelines to avoid service disconnection.

Only the Customer Service/Utility Billing Manager, Finance Director and/or City Manager have the discretion to negotiate an extended payment plan for catastrophic cases. City Manager is the sole approver for all Plans with balances higher than $4,999.99.

City of Banning

Customer Service & Utility Billing Division

Table of Reference for Office Use Only

Account Balance	Months to Repay	Percentage of account balance due upon signing agreement
0.00 - 499.99	3	20%
500.00 - 999.99	6	20%
1000.00 - 1499.99	6	15%
1500.00 - 1999.99	6	15%
2000.00 - 2499.99	8	15%
2500.00 - 2999.99	8	15%
3000.00 - 3499.99	10	10%
3500.00 - 3999.99	10	10%
4000.00-4499.99	12	10%
4500.00 - 4999.99	12	10%
5000.00 and higher	12	10% and City Manager Approval Required

Owner-occupied Residential and Commercial utility accounts will be provided leniency and these payment plan requests may be reviewed and approved by Senior Staff/Management.

Only the Customer Service/Utility Billing Manager, Finance Director and/or City Manager have the discretion to negotiate an extended payment plan for catastrophic cases.

City Manager is the sole approver for all Plans with balances higher than $4,999.99.

PAYING YOUR BILL

All bills are due and payable on presentation.

Please note that if you do not receive a statement, it will not relieve you from the responsibility of paying your utility bill and any charges or fees that are applicable.

Any amount unpaid twenty (20) days thereafter is considered delinquent and could result in termination of services.

- By mail - Send payment to:
  City of Banning, PO Box 985, Banning, CA 92220
- In Person - Monday - Friday 8:00 a.m. to 5:00 p.m.

  City Hall is located at 99 E. Ramsey St., Banning, CA
- Drive-up drop box located in the Banning Police Station parking lot off of Hays Street. Payments are collected only once a day - at 7 a.m. Monday-Friday. DO NOT ENCLOSE CASH. If you have received a Delinquent Notice please bring your payment to the counter in City Hall.
- Automatic Debit from your bank (checking account only). Visit us at www.banningca.gov. - Utility Billing for enrollment information.
- If your bill is due on a weekend or Holiday you have all day the following business day to make your payment, but it must be received by 5 p.m.

LEVEL PAY PLAN INFORMATION

- Level Pay Plan is only available to residential customers.
- Account must have a minimum of 13 months of billing history and be in good standing with the City of Banning.
- The payment determination is calculated by taking the previous 12 months of Current Charges and dividing that total by 11. This amount becomes the Level Pay Plan amount for the next 11 months. Any adjustments to the account will be in addition to the Level Pay Plan amount and are due with current bill.
- In the 12th month of the Plan the difference between the actual monthly utility costs and the amounts paid under the Level Pay Plan will be calculated, and a settlement bill generated, showing either payment due or a credit on the account.

  For information and enrollment forms - www.banningca.gov - choose Utility Billing link and see table for Special Programs.

PAST DUE/DELINQUENT BILLS

- The bill becomes delinquent 20 calendar days from the bill date.
- A late fee will be assessed on any unpaid balance 31 days after the billing date.
- If an account has been processed for disconnection of services, reconnection fees and a deposit will be required. If service is reconnected by someone other than a department representative, a tampering fee will apply.
- For services to be reconnected after shut off for non-payment, the full past due balance and reconnect fee must be paid. ***Services will not be restored with partial payments.*** Only cash or credit card payments will be accepted once an account has been disconnected for non-payment. Payments for reconnection need to be made in person or through the City of Banning's website www.banningca.gov. When using the website it is very important to verify the amount needed to restore services. Please call the City's Utility Billing Department at (951) 922-3185 to verify account balances. The City's staff need to verify your payment has been received and send out a field staff member to restore your services.
- Current Rate & Fees schedules are available at www.banningca.gov See Utility Billing.

*This **MAY** satisfy as one of the printed documents needed for a REAL ID at the DMV.
For more information, visit CaliforniaREALID.org

REBATE + FINANCIAL ASSISTANCE PROGRAMS

The following programs are available for qualifying residents:

Rebate Programs: **(951) 849-5224**
www.banningca.gov
- Refrigerators
- Energy Star Products
- Ultra Low-Flush Toilets
- Many others...

City Sponsored Assistance Programs:
- Banning Electrical Alternative Rate (B.E.A.R) - (951) 849-5224
- Electrical Utility - Medical Baseline Allowance - (951) 922-3185

Applications & additional information please visit
www.banningca.gov - Utility Billing
See special programs section.

Other Non City Sponsored Programs:
Gas Company - Medical Baseline Allowance
California Alternative Rates for Energy (C.A.R.E.) for SCG customers
Gas Assistance Fund
So Cal Gas at (877) 238-0092 or www.socalgas.com
Energy Crisis Intervention Program
(951) 955-4900 or www.CAPRiverside.org

BILLING DISPUTES

- If you believe your bill is incorrect, call us as soon as you receive the bill and we can provide you with a prompt explanation and/or investigation.
- If you still feel the bill is incorrect, please submit a written statement containing all facts to:
  Utility Billing - Billing Disputes
  City of Banning
  PO Box 985
  Banning, CA 92220
- The utility bill must be paid in full while the dispute is being investigated.

DEPOSITS

Deposit amounts are based upon a three month average for the service location. Deposits may be charged or increased on an account if the service is processed for disconnection. Deposits are refunded back to the account upon 12 consecutive months of timely (PAID ON OR BEFORE THE DUE DATE) payments.

ACCOUNT RESPONSIBILITY

Whenever a premise has been evacuated without notifying the City of Banning Utility Customer Serviced Department to terminate the account, the account holder remains responsible for payment of any utility usage incurred until Customer Service is notified.

WATER OR ELECTRIC EMERGENCIES / AFTERHOURS

Please call the Banning Police Department at (951) 922-3170.

METER INFORMATION/ACCESS

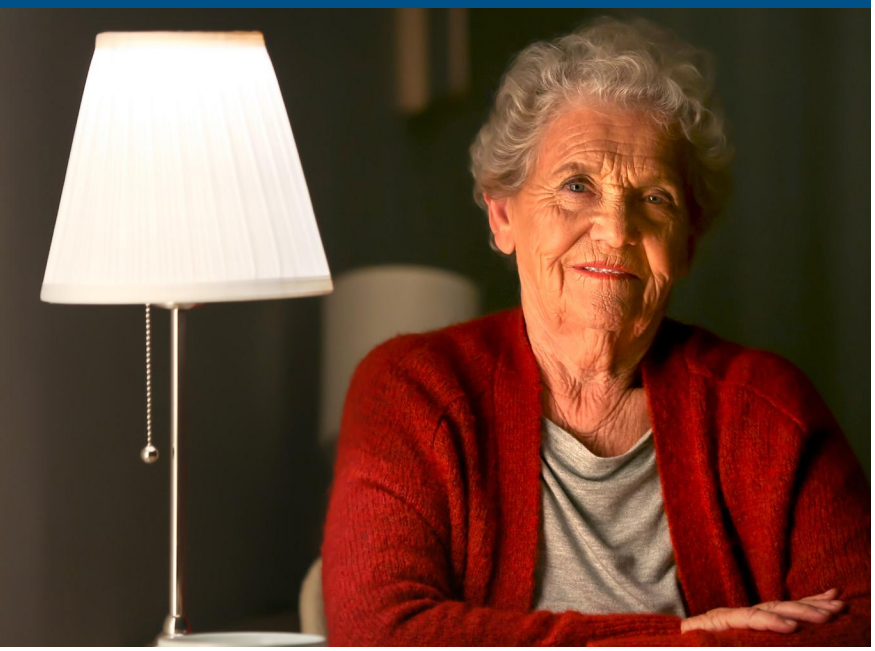
- Access to the meters is critical for the correct reading of your usage. Inaccesible meters may be estimated for billing purposes.
- The account holder is subject to repair costs, penalties, and possible civil or criminal prosecution for tampering or damage to City property.
- All water and electrical meters are the property of the City of Banning.

Community Action PARTNERSHIP of Riverside County

HWS HOUSING AND WORKFORCE SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

Do You Need Help With Your Utility Bills?

County Of Riverside Utility Assistance Program Can Help!



SERVICES

Low Income Home Energy Assistance Program (LIHEAP) helps families with energy costs which may include electric, gas, propane, and/or weatherization services.

REQUIRED DOCUMENTS FOR ELIGIBILITY

- Proof of household income (last 4 weeks).
- Photo ID and social security card.
- Birth certificate, US passport, or proof of legal residency.
- Current utility bills: Electric, Gas, or Propane (if applicable).

CONTACT COMMUNITY ACTION PARTNERSHIP AND APPLY TODAY

P.O. Box 5760
Riverside, CA 92517

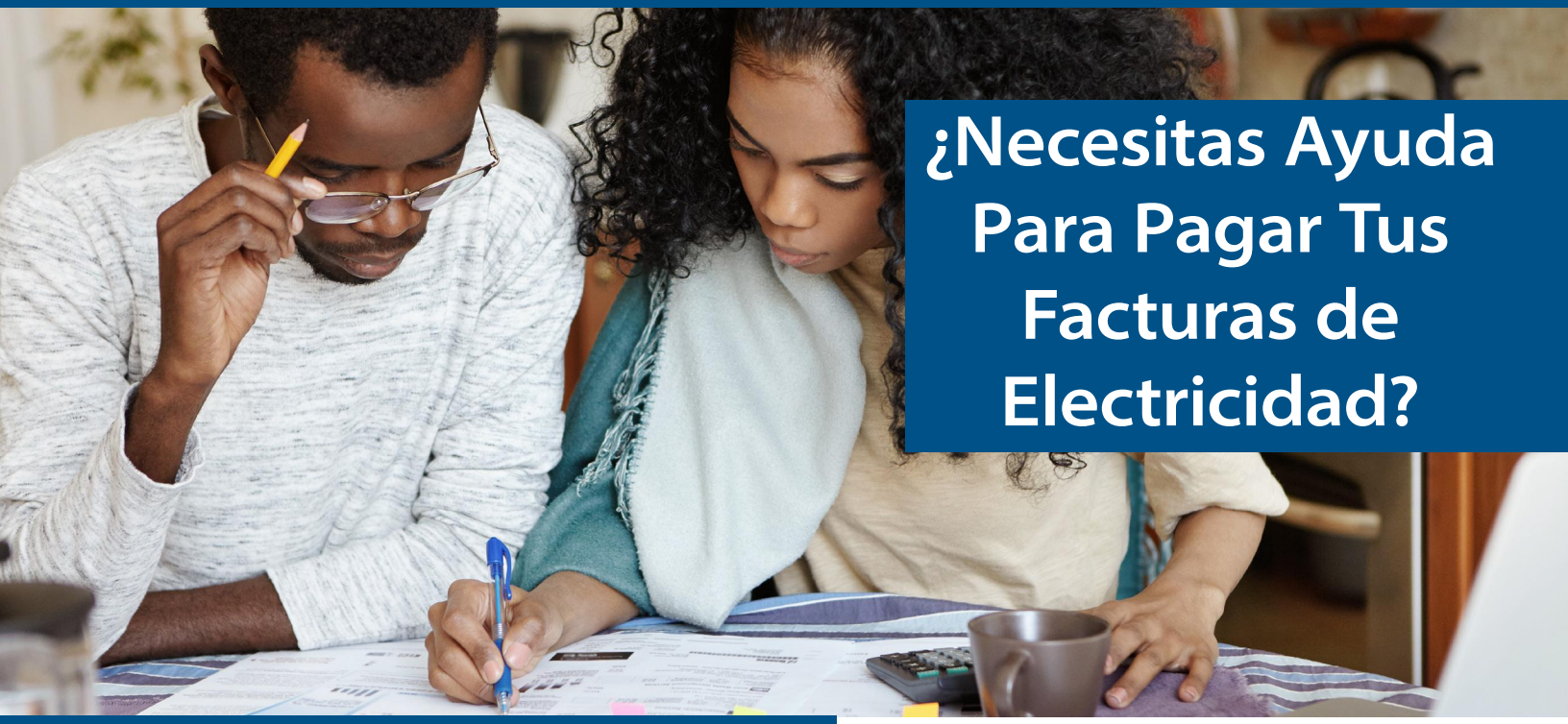
energy@capriverside.org
www.capriverside.org

(951) 955-4900

REV 4/24

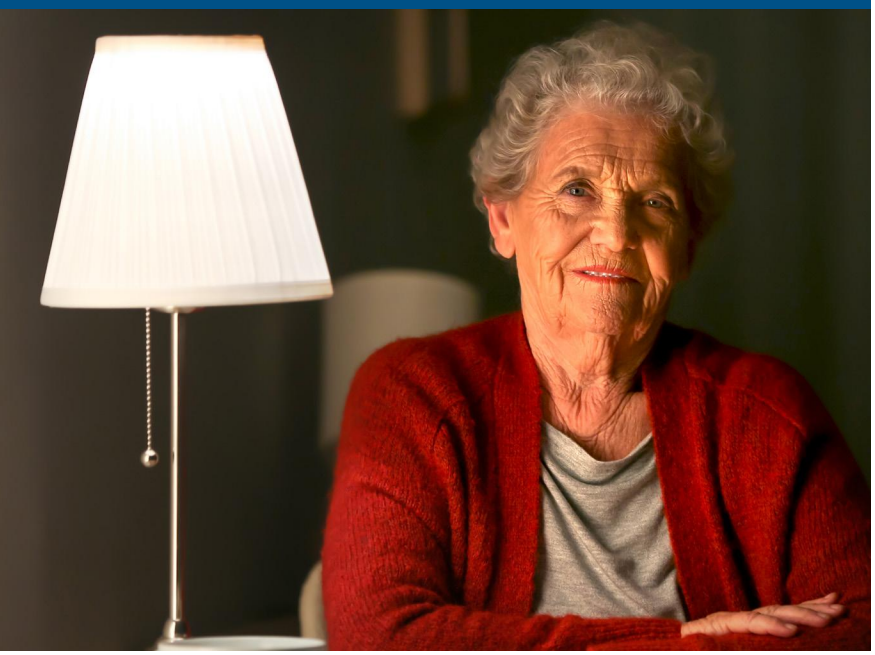
Community Action PARTNERSHIP of Riverside County

HWS HOUSING AND WORKFORCE SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.



¿Necesitas Ayuda Para Pagar Tus Facturas de Electricidad?

¡El Programas De Asistencia De Servicios Públicos Del Condado De Riverside Le Quieren Ayudar!



SERVICIOS

El Programa de Asistencia de Energía para Hogares de Bajos Ingresos (LIHEAP) ayuda a las familias con los costos de energía que pueden incluir servicios de electricidad, gas, propano y/o climatización.

DOCUMENTOS REQUERIDOS PARA ELEGIBILIDAD

- Comprobante de ingresos del hogar (últimas 4 semanas).
- Identificación con foto y tarjeta de seguro social.
- Acta de nacimiento, pasaporte estadounidense, o prueba de residencia legal.
- Facturas de servicios: Electricidad, gas, o propano (si corresponde).

CONTACT COMMUNITY ACTION PARTNERSHIP AND APPLY TODAY

P.O. Box 5760
Riverside, CA 92517

energy@capriverside.org
www.capriverside.org

(951) 955-4900

REV 4/24

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AGREEMENT FOR PROFESSIONAL SERVICES (C01077) FOR SCANNING AND INDEXING SERVICES BY AND BETWEEN CITY OF BANNING AND UBEO WEST, LLC DBA UBEO BUSINESS SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: 10/11/2024, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and UBEO West, LLC dba UBEO Business Services, a California Limited Liability Company, ("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 RFP # or a request for a proposal)the performance of the services for the Scanning and Indexing 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

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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,

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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.

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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
Nick Sabatini	VP, Managed Services West Region

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.

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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

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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 Fifty-Five Thousand Dollars ($55,000.00) (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.

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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

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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 October 31, 2025 with an option to extend for an additional four (4) one-year terms, 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

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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.

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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

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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.

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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

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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.

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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

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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

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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.

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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: Caroline Patton Administrative City Clerk City of Banning 99 East Ramsey Street Banning, California 92220 Email: cpatton@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com

Docusign Envelope ID: 57947A34-0831-4CC2-96C7-4B9F74EA5707

If to Consultant: Attn: Nick Sabatini
VP, Managed Services West Region
UBEO West, LLC dba UBEO Business Services
3131 Espalanade
Chico, CA 95973
Email: nsabatini@ubeo.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.

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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.

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"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]

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

10/11/2024

Douglas Schulze, Date
City Manager

ATTEST:

10/11/2024

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

10/11/2024

Serita R. Young Date
City Attorney

CONSULTANT

Nick Sabatini 10/11/2024

NAME: Nick Sabatini Date
TITLE: VP Managed Services

NAME: Date
TITLE:

94-1461160

Tax ID No.

Address: 5855 Rickenbacker Road
Commerce CA 90040
Nsabatini@ubeo.com

City Council Approval: 2024-156

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.

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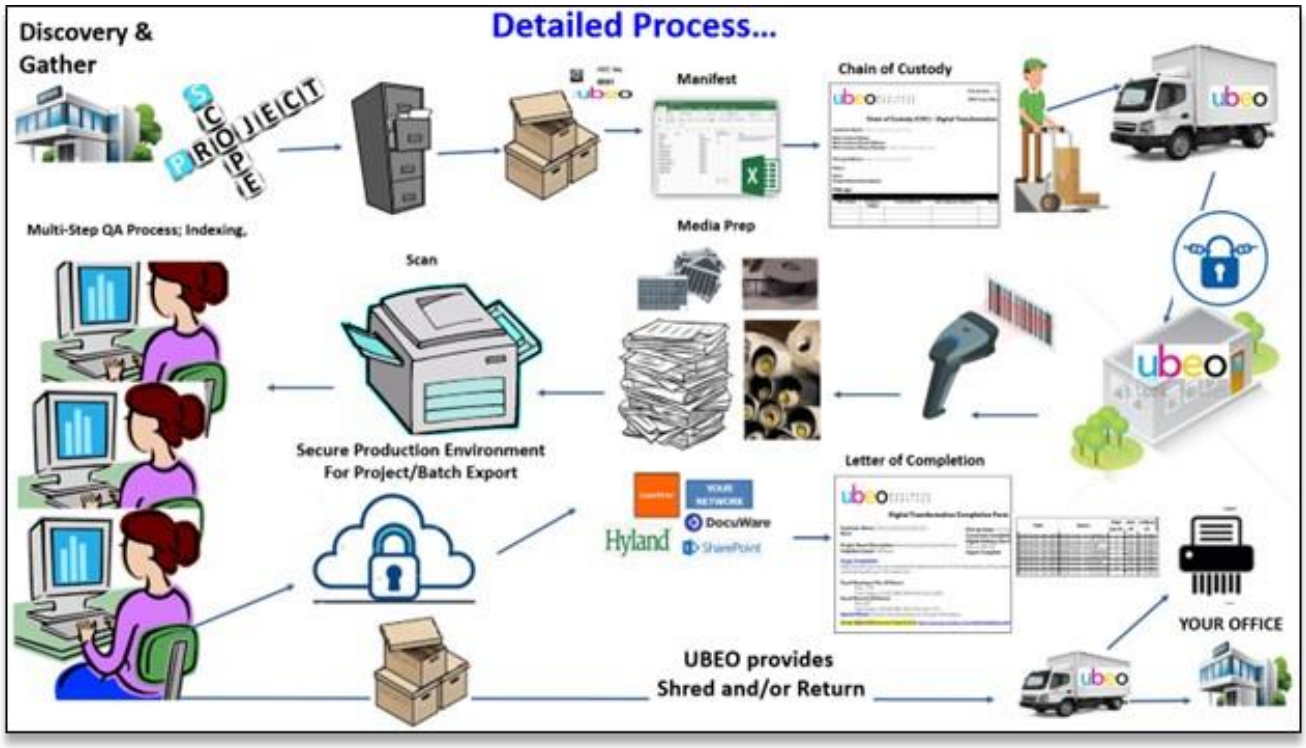
EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Scanning and Index 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:



UBEO Business Services is pleased to present this proposal to the City of Banning for the digitization of your significant paper records. Our project understanding and executive summary outlines our comprehensive approach towards this transformation, centered on accuracy, security, and accessibility of your essential data.

In this proposal, we emphasize:

Our understanding of your unique needs, City of Banning is requesting a proposal for Digital Transformation which consists of conversion of various physical paper documents being scanned, Plans and Boxes of standard size paper and large-format documents that were provided in attachments: (B) Public Works – Planning Department, (C) Public Works – Engineering Department, (D) Water – Wastewater Department, and (E) Community Development Department for City of Banning. File folders may contain, but are not limited to, flat, folded, or bound documents of varying sizes from business cards, index cards, photographs, and plans up to 36”x48”. Plan rolls will vary in size from under an inch to 12” or more in diameter and file size from finished multi-page images shall not exceed 25 megabytes. Should multi-page file exceed the 25-megabyte limit, file shall be divided into smaller components. Documents contain a mix of black and white and/or colored pages.

- **UBEO will scan all paper documents and then will store and hold original documents for an agreed upon time by the City.** Once the City of Banning formally accepts electronic files and signs off on project completion. UBEO will then coordinate with the City to return content as it was received. **UBEO Business Services offers destruction services with a certificate of completion** as well should the City choose alternative options for some content.
- **Our proficient team**, led by seasoned professionals, leveraging our broad experience in document management, enhanced with notable qualifications such as Project Management Professional (PMP) certification and Government Archives and Records Administration (GARA) certification.

- **Laserfiche Repository:** We recognize the need for delivery to your existing system. Our team has the technical know-how to ensure a seamless integration, thereby facilitating the accessibility and administration of digitized documents.
- **Detailed Work Plan** that includes document preparation, scanning using production scanners, stringent quality assurance, precise data entry, OCR for searchable text, and careful migration to your Laserfiche EDMS.
- **Pick-Up Coordination:** We understand the importance of coordinating efficiently with the City of Banning to establish approved dates and times for the pick-up of items to be scanned. **Our team will work closely with City officials to accommodate their schedules and ensure a seamless pick-up process.** Clear communication channels will be established to facilitate any necessary adjustments to the pick-up schedule and to address any concerns promptly.
- **Inventory Management and Tracking:** UBEO will implement a comprehensive process for managing inventory and tracking all plans and documents throughout the scanning process. **Each box will be carefully logged upon receipt at our facility, assigned a unique identifier, and tracked through every stage of the digitization process.** Regular audits and quality checks will be conducted to maintain accuracy and accountability, with detailed records kept to provide transparency and traceability.
- **Proposed Schedule of Processing Phases:** We will provide a detailed schedule outlining the proposed processing phases and the anticipated date of completion for the entire project. This schedule will be developed in consultation with the City to ensure alignment with their priorities and deadlines. Milestones and key deliverables will be clearly defined, allowing for progress monitoring and effective project management. Flexibility will be built into the schedule to accommodate any unforeseen challenges or changes in project scope.
- **Document Retrieval Request Process:** City personnel will have access to a user-friendly request portal or contact point where they can submit their requests. **Upon receipt of a request, our team will expedite the retrieval, digitization, and delivery process, ensuring timely access to the requested materials**. Our recommended document retrieval request process will prioritize efficiency and responsiveness, aiming to return **digital versions of requested documents to the City within 5 hours to 24 hours.** Regular communication will be maintained with the City to provide status updates and address any concerns promptly.
- **Reassemble for Return of Plans and Documents:** Upon completion of scanning, our team at UBEO Business Services will place papers back in folders/boxes in their original order. This ensures that the original order of files received is maintained. **Our team will ensure that the digitized materials are returned in their original order and condition, with appropriate packaging and labeling to facilitate easy identification and handling.** We will coordinate closely with City personnel to schedule the return and ensure a smooth transition back into City possession.

- **Return:**
  UBEO will work with the City for delivery, pickup & return schedules. UBEO can hold your content in our warehouse for up to 45 days after each digital delivery unless the City would like an alternative schedule we could accommodate.

- **Transportation:** Our secure, climate-controlled vehicles will transport the securely packaged and reassembled documents back to the City of Banning or designated location.

- **Verification:** Upon delivery, our team will provide a circular chain of custody and verify the pickup – delivery.

- **Our Commitment:** to adhere to the proposed timeline, ensuring seamless delivery without compromise on quality.

We firmly believe in not only providing successful project completion but also offering valuable insights that could enhance your future document management practices. Rest assured, we aim to provide a closing experience that is as smooth and efficient as every other step in our work plan.

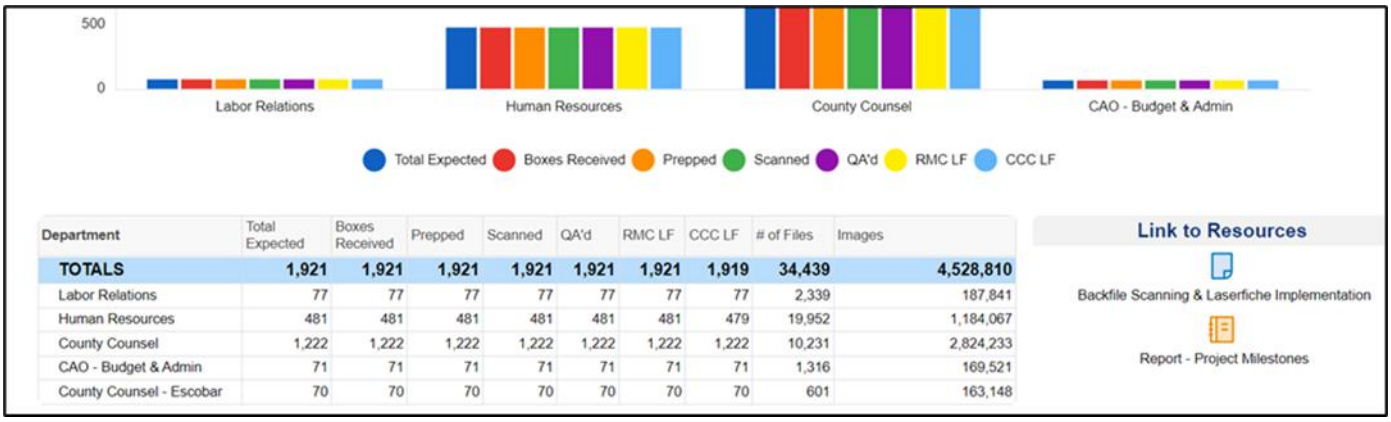
Our strategy commences with an onsite assessment, The initial aspect of our project's inception consists of a comprehensive briefing with The City of Banning. This step is essential for our mutual comprehension and alignment regarding the project's objectives, deliverables, and schedule. We conduct an in-depth analysis of your requirements and the scope of the project in order to formulate a strategic plan that suits your needs the most effectively.

During the orientation, we will acquire a thorough understanding of the current condition of your physical documents and identify potential obstacles that may arise during the course of the project. In addition, our team will familiarize itself with the operating environment, security protocols, and any task-specific operational procedures.

Following the initial orientation, We firmly believe that routine and open communication can streamline operations and nurture a prosperous partnership. Throughout the duration of the project, our project manager and BPO Production Manager will maintain regular, scheduled communication with your team. UBEO utilizes Smartsheet for our projects providing client ***complete visibility*** of project status, milestones, tasks, time projections and more. UBEO will customize per The City of Banning goals.

In addition, your UBEO team will provide the below:

- **Biweekly Updates:** A detailed email will be sent to keep you abreast of the steps scheduled for the following weeks as well as the progress made during the previous weeks. This will encompass all



Department	Total Expected	Boxes Received	Prepped	Scanned	QA'd	RMC LF	CCC LF	# of Files	Images
TOTALS	**1,921**	**1,921**	**1,921**	**1,921**	**1,921**	**1,921**	**1,919**	**34,439**	**4,528,810**
Labor Relations	77	77	77	77	77	77	77	2,339	187,841
Human Resources	481	481	481	481	481	481	479	19,952	1,184,067
County Counsel	1,222	1,222	1,222	1,222	1,222	1,222	1,222	10,231	2,824,233
CAO - Budget & Admin	71	71	71	71	71	71	71	1,316	169,521
County Counsel - Escobar	70	70	70	70	70	70	70	601	163,148

aspects of the project, including document preparation, scanning, quality assurance, optical character recognition, migration, and other tasks according to the project schedule.

- **Scheduled Meetings:** The purpose of these meetings is to review progress, provide updates, resolve any issues, and plan the next steps. Daily, weekly, or biweekly meetings can be scheduled according to your specifications.

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- **Meeting Minutes:** Following each meeting, we will provide a concise yet thorough summary of what was discussed, decisions made, and next steps. This ensures that everyone is on the same page and can refer back to key points as necessary.
- **Methodology Updates:** As we progress through the project, we may identify areas where adjustments to the methodology could improve results. These modifications will be extensively discussed with you and implemented only with your approval.
- **Dashboard Access:** We will build a customized Dashboard in Smartsheet that will allow you to easily request files, see project updates, meeting minute notes, and more. ***This dashboard will also show the current progress of the past milestones, and how much has been processed to help keep you (the client) on budget!***

Our ultimate goal is to ensure that our operations are transparent and to maintain your participation and contentment throughout the duration of the project. We believe this level of communication is crucial for delivering a project that not only meets, but exceeds, your expectations.

To ensure the successful Digital Transformation, a well-defined team structure is essential. The recommended team structure will include both City of Banning personnel and UBEO Business Services staff, each with clearly defined roles and responsibilities. This collaborative approach will ensure all aspects of the project are effectively managed and executed.

Recommended Team Structure

1. *Project Steering Committee*

Role: Provide overall project governance, strategic direction, and decision-making authority.

Members:

- **City of Banning Representatives:**
  - Senior Executive Sponsor (e.g., CIO or Department Head)
  - Senior Department Managers
- **UBEO Business Services Representatives:**
  - Senior Project Manager
  - BPO Manager
  - BPO Facilities Director
  - ECM Manager

Responsibilities:

- Approve project scope, objectives, and key deliverables
- Monitor project progress and resolve high-level issues
- Ensure alignment with City and UBEO strategic goals

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2. *Project Management Team*

Role: Oversee day-to-day project activities, coordinate between teams, and ensure project milestones are met.

Members:

- **City of Banning:**
  - Project Manager
  - Assistant Project Manager or Project Coordinator
- **UBEO Business Services:**
  - BPO Manager
  - Project Manager

Responsibilities:

- Develop and maintain project plans and schedules
- Coordinate resources and tasks
- Manage project risks and issues
- Communicate project status to stakeholders

3. *Technical Implementation Team*

Role: Handle the technical aspects of Laserfiche Briefcase Import and Quickfields session, including system configuration, integration, and testing.

Members:

- **City of Banning:**
  - IT Infrastructure Specialist
  - Database Administrator
  - Security Analyst
- **UBEO Business Services:**
  - Project Manager
  - Laserfiche Solution Architect
  - Technical Support Specialist

Responsibilities:

- Configure and import

- Integrate with existing City systems
- Ensure data migration accuracy and completeness
- Implement security measures and protocols

2.5 IV.F Document Indexing and Quick Fields

A. All records shall be named and indexed according to conventions determined by the City. Fields may change based on the document type.
B. Consultant shall be required to structure the indexes in a text file to meet Laserfiche import format.
C. The City shall provide detailed instructions for each project.
D. Consultant shall implement "Quick Fields" application allowing for automatic entering of indexed fields which follow electronic document management system templates in Laserfiche.
1. For Example.
    1. Naming Scheme (Indexing)
        1. Folder Tab/Name
        2. If not folder, Document/Binder title or Type.
    2. Plan Set Naming Scheme (Indexing) On Tag
        1. Project Name
        2. Most Recent Date
E. The Consultant will produce a Pilot or sample to each Department to insure Indexing (Folder Structure & File Naming) for process approval from City of Banning prior to producing entire collection

UBEO Understands and Agrees.

Classification
This step is crucial for our shared understanding and agreement on the project's goals, outcomes, and timeline. Preparation Classification (Identification) and Sorting of Documents, The next step involves classifying, prioritizing, and categorizing documents to be scanned. This procedure guarantees the efficiency of the digitization process and facilitates navigation of the digital archive.

We will create a well-defined, mutually-agreed-upon sorting and pick-up strategy for your documents that is compatible with organizational **schedules**, **deliveries, and parking**. This collaborative procedure will ensure precision and facilitate a more seamless system integration. By involving all relevant parties in the review and approval of the classification and categorizing strategy, we ensure consensus on the project.

UBEO Business Services recommends classifying at the file level or entire box level.

1. ***Standardized Formatting Guidelines:***
    - We will develop comprehensive formatting guidelines to ensure consistency across all digitized documents. This includes specifications for file format, resolution, and any other relevant parameters to maintain uniformity and readability.

2. ***File Naming Conventions*:**
    - Our team will work with the City of Banning to establish clear and intuitive file naming conventions to facilitate easy identification and retrieval of documents. This may include

incorporating relevant metadata such as project name, document type, date, and other identifying information into the file names.

3. ***Indexing Workflow Process:***
   - We will establish a structured indexing workflow process that outlines the steps involved in categorizing and tagging digitized documents.

4. ***Utilization of Data Tables and Lists:***
   - Our team will leverage data tables and lists to create a standardized set of indexing criteria. This may include tables for project names, document types, permit numbers, and other relevant metadata. By utilizing pre-defined lists, we can ensure accuracy and uniformity in indexing across all documents.

5. ***Quality Assurance and Validation:***
   - To maintain data integrity and accuracy, we will implement quality assurance measures to validate indexed information against the master database. Any discrepancies or inconsistencies will be promptly addressed and resolved to ensure the reliability of the indexed data.

6. ***Automatic Capture and Indexing:***
   - We will deploy advanced document capture technologies, such as Optical Character Recognition (OCR) and Intelligent Document Recognition (IDR), to automatically extract 'clear handwritten text' and metadata from digitized documents. This automated process ensures efficient and accurate indexing of documents without manual intervention.
   - Metadata extracted through automatic capture will be used to populate indexing fields, including project names, document types, dates, and other relevant information. This streamlined approach minimizes the need for manual data entry and reduces the risk of human error.
   - Our team will configure the document capture system to recognize and classify documents based on predefined rules and templates. This ensures consistent and standardized indexing across all digitized documents, enhancing searchability and retrieval efficiency.

Physical Preparation

Once an identification strategy has been agreed upon, we move on to the physical preparation of documents. This phase entails preparing the physical documents for scanning by removing physical obstructions such as staples, bindings, paper clips, and other impediments.

Our team manages this process meticulously, preserving the original documents' integrity while preparing them for digitization. Aged or fragile documents will be handled with special care to prevent damage. This preparation guarantees a smooth scanning process, enabling the production of digital copies that are of high quality, clear, and readable.

The physical preparation phase is a meticulous procedure that sets the stage for a successful digitizing process and lays the groundwork for a seamless transition from paper-based documents to an entirely digital archive.

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UBEO Production centers are supervised by onsite BPO Production Managers that monitor every step of the process. Our facilities are equipped to meet all security requirements and compliance.

- **Document Inspection:** The first step of the procedure involves a comprehensive examination of all documents. This will assist us in comprehending their current condition and identifying any potential obstacles that may arise during the scanning procedure.
- **Poor Original Image Quality:** *These documents will be noted and a disclaimer cover page indicating poor original quality will be included with the scan*.
- **Removal of Bindings:** To prepare the documents for the scanning procedure, all staples, bindings (Velo), paper clips, coil binders, fold-over tab binders and other physical attachments will be removed.
- **Sticky Notes:** Attached sticky notes will be meticulously removed, reapplied to the back of the respective documents, or placed on a new sheet of paper. This ensures that no original text is obscured during the digitizing process.
- **Folder Preparation:** On the Manila folders, any notes or essential information can be preserved. If necessary, the team can remove the folder dividers and any accompanying notes to ensure that this information is captured during scanning. *We can cut the folders to ensure they're scanned with the entire process.*
- **Flattening Content:** Curled (dog ears) or crumpled pages will be carefully flattened in order to assure high-quality scanning.
- **Document Repair, "Non – Reflective Tape":** Damaged documents, including shredded pages, will be repaired to an extent to ensure the digital copy maintains the document's integrity.
- **Special Treatment for Fragile Documents:** Older, delicate, or fragile documents will be handled with special care to prevent further harm during the preparation and scanning process. Our team will mark these contents separately, to ensure we use them on a scanner that is gentler with fragile work.
- **Box Monitoring:** Each document or document collection will be monitored to ensure that no documents are misplaced or lost during the preparation process. This monitoring will happen throughout the project.

**If a record file contains no pages, we will add a disclaimer cover page and notify the city.*

2.6 IV.D Document Imaging (Scanning) Specifications

1. The City's originals are NOT to be altered in any way. All images are to be representative of the original records.
2. Blank pages (with no text or image) are to be eliminated.
3. Black borders shall be removed.
4. Scan all documents at a minimum of 600 dpi with Auto-Color PDF images (only) for all departments. Each document, binder or file will be output as a multipage PDF.
5. Images shall be de-skewed to the best possible alignment and auto-rotated (in readable format) in Laserfiche.
6. Images are to be de-speckled to the degree that will afford improved readability but not erase characters.
7. File size from finished multi-page images shall not exceed 25 megabytes. Should multi-page file exceed the 25-megabyte limit, file shall be divided into smaller components.

1. Blueprints/plans can exceed this size limit since we want to maintain the document's quality. Other documents may be tagged that will override the 25 megabytes limit. The

department rep will indicate which documents will exceed this requirement during the project.
8. Quality inspection of documents shall occur at the time of scanning.
9. Illegible images shall be rescanned by the Consultant at no charge so that the document is as legible as the original.

UBEO Understands.

Scanning and Digital Conversion
After the document preparation phase is complete, our highly trained team members will load the prepared documents into our cutting-edge production scanners. To ensure the acquisition of high-quality, clean images, our staff have received extensive training in the maintenance and cleaning of scanners, as well as the detection of potential scan lines. We use a combination of automated software and manual inspections to ensure that each page is accurately and thoroughly captured. All pages will be scanned in, and in the end merged to a multi-page *document in a tiff, pdf, or a preferred format per the City of Banning*.

We comply with industry standards by scanning all documents at a resolution of 300 dpi and in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM). **Per the City of Banning all documents will be scanned at 600 dpi.** This, combined with our optimized gamma, brightness, and contrast settings, produces a black-and-white output that is crisp and readily readable. To ensure efficient storage of older content, we recommend keeping photographs in black and white for archival documents and infrequently accessed files. However, we can modify this dependent on the needs of the client.

Special Document Handling (Large Format, Fragile Items, etc.), For **large format or fragile documents, we handle them with extra caution and utilize specialized scanning equipment to guarantee that they are digitized accurately.** Depending on the condition and quantity of each special document, the optimal digitization method is determined. In certain instances, this may entail scanning on a flatbed scanner.

Wide format (large format) contents will be scanned on a specialized scanner with sensors made to handle the larger content.

Optimized Configuration and Quality Assurance, we employ **border removal and deskewing techniques** to ensure that the scanned image is as accurate to the original as possible and to improve the effectiveness of the Optical Character Recognition (OCR) process further down the line. Our scanners are endowed with **double-feed detection technology to ensure that no content is lost when scanning in duplex mode. In addition, we use technology to eliminate any blank pages**, followed by a manual (human) check to ensure that no content has been omitted inadvertently. ***UBEO will keep a log of items that do not produce OCR text and inform the City of Banning upon discovery.***

Post-Scanning Quality Verifications, after each page of a document has been digitized, our specialized QA team examines each page. Our scanning team conducts a preliminary check during the scanning process. During this post-scan QA step, we take a more thorough evaluation to ensure that no discrepancies were overlooked.

UBEO will work with The City's Information Technology Department Staff to understand their preferred methods of data transfer to the Laserfiche EDMS. We will comply with the City's security and compatibility standards and configure the chosen delivery method outlined in the RFP which requires **a hard drive for each department.**

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2.7 IV.H Quality Control

1. Consultant shall ensure digital entries accurately match the scanned hardcopy record at the time of scanning and ensure the appropriate references are in place. Consultant shall provide ongoing quality assurance/quality control (QC/QA) and review of records indexed.
2. The City desires the option to destroy some or all original documents scanned, thus the quality of scanned documents and diligence of quality control must be superior. Consultant will provide ongoing quality assurance/quality control (QC/QA) review of records scanned.

UBEO Understands.

UBEO also offers secure document destruction services, which include a certificate of completion to ensure proper documentation and compliance.

The QA staff executes the following tasks:

- ***Thorough Page Review:*** Examine each digitized *document page by page to ensure there are no errors and omissions* and that all documents were scanned appropriately.
- ***Blank Page Verification:*** During the scanning process, technology is used to automatically eliminate any vacant pages. To ensure that no content is omitted inadvertently, **our QA team examines all removed "blank" pages.** If significant content is discovered, these pages are added back to the digital file.
- ***Legibility Checks:*** Ensure the legibility of each scanned document by looking for text that is obscured by sticky notes, creases, or other physical damage. Our team will address these issues to improve readability.
- ***Resolution and Quality Checks****: Each image undergoes checks for resolution, clarity, skew correction, and* ***elimination of borders to ensure that the digital version is an accurate representation of the original.***
- ***Process of Verification and Validation*****:** Our quality assurance procedure concludes with the verification and validation of the digitized documents. This includes randomly comparing the digital files to the original documents to ensure the digitization process was accurate and thorough. This rigorous verification and validation procedure ensures a near-zero error rate, delivering digitized documents that are accurate representations of their original counterparts.
- ***Validation for Errors and Omissions:*** After completing the process of quality assurance, we move on to data entry and indexing. In accordance with your specific requirements and instructions, our data entry team enters the necessary data into the document management system. This data could include that we agree on at a later time. This data can be the folder names, box name, and other pertinent information to help with easy file retrieval.

To ensure the accuracy of this crucial stage, another team member cross-checks the data entered against the original document, fostering a culture of accountability and precision. This system further ensures that

our data entry process has a near-zero error rate. Once the indexing is completed, a supervisor verifies the data entered and checks it for quality issues, spelling mistakes, and performs a final quality check.

2.8 IV.E Optical Character Recognition (OCR)

A. All text records must be OCR'd and the OCR files delivered with the images. The OCR is to be delivered with a native within the image.

UBEO Understands.

- ***OCR Process Review:*** After the document images have been scanned, indexed, and subjected to our stringent quality assurance procedure, Optical Character Recognition (OCR) is performed. OCR is a powerful technology that converts various document formats, such as scanned paper documents, PDF files, and digital camera images, into searchable data. Our procedure begins by applying advanced OCR software to scanned images. *This software identifies and converts the text within each document into digital text. It effectively "reads" the text from the image and converts it into text data that can be searched.* Our technology also attempts ICR (Intelligent Character Reading) to try and decipher human handwriting. For clear human handwriting it will be available to be searched.

- ***Quality Control for OCR Output:*** To guarantee the accuracy of our OCR output, each document undergoes an additional level of quality assurance. ***Our devoted staff compares the OCR output to the original image in order to identify and remedy any discrepancies.*** This assures a high level of precision in the text data output, making the documents fully searchable and significantly more useful than static images.

- ***Overcoming OCR Challenges:*** OCR is a powerful instrument, but it is not without its difficulties. Poor-quality originals, intricate page layouts, messy handwriting, and uncommon fonts can result in less-than-perfect OCR results. However, ***we constantly train and retrain our OCR software, and work with OCR vendors to improve results. We're confident we have the best OCR technology on the market at this time.***

In addition, we are dedicated to the ongoing enhancement of our OCR capabilities, routinely updating our software, and training our staff in the most recent OCR techniques. This ongoing commitment enables us to deliver consistently high-quality results, regardless of the task's complexity.

2.9 IV.G Importing of Data

(1) The scanned pdf images and a text file which will include the index values will be delivered on a hard drive for each department.
(2) The index values must be formatted to successfully import into Laserfiche.

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UBEO Understands.

UBEO is a Laserfiche Platinum VAR with 26 years of experience.

2.10 Preparation for Migration

Preparing the scanned, indexed, and OCR-processed data for transmission is the initial step in the migration process. Our team meticulously organizes all files and documents in accordance with the client's existing Laserfiche file structures or a structure proposed to meet the client's requirements.

Our software migration procedure begins with a thorough examination of the associated metadata for each document. This metadata, gathered during the scanning and indexing phases, is utilized to structure and organize digital files in accordance with system requirements.

After the files have been structured, our software generates a highly compatible file format that can be easily imported. This expedites the migration process and reduces the likelihood of errors or compatibility issues.

1. **Selection of Test Documents:**
    - **We will collaborate with the City to select a representative sample of documents for inclusion in the test set for each department per the City of Banning.** These documents will encompass a variety of types, formats, and content to adequately assess the digitization process's performance across different scenarios.
2. **Scanning and Indexing Process:**
    - The selected test documents will undergo scanning using the designated equipment and settings. Concurrently, metadata indexing will be applied based on predefined criteria to simulate the full production process.

3. **Validation of Search and Retrieval:**
    - The test sets will be uploaded into a testing environment, where functionality such as search, and retrieval will be evaluated. This ensures that users can effectively locate, and access documents based on indexed metadata, validating the searchability and usability of the digitized content.

4. **Feedback and Iteration:**
    - Feedback will be solicited from stakeholders, including City personnel and IT staff, regarding their experience with the test sets and any areas for improvement identified. Based on this feedback, iterative refinements to the digitization process will be implemented as necessary.

2.11 Validation, Post-Migration

After the migration is complete, we undertake a post-migration validation to ensure that all documents were transferred accurately and are indexed correctly in the new system. This requires a thorough comparison of the transferred files to the original document inventory. To ensure the integrity and exhaustiveness of your digital archives, all discrepancies are resolved expeditiously.

2.12 Resolution Steps and Responsiveness

UBEO acknowledges that in every project, issues and challenges may arise. Responsiveness and efficiency in addressing these issues are crucial to project success. Here are our outlined resolution steps:

2.13 Regular Communication and Project Meetings

Proactive communication is a key component of our project management approach. Our Project Manager and the BPO Production Manager will maintain regular communication with the designated point of contact at the City of Banning.

In addition to formal project meetings, we will ensure a constant line of communication for any immediate concerns, questions, or suggestions. **This communication will take place through various means such as email, phone calls, or instant messaging, as per the preference of the City of Banning.** The aim is to ensure that the client is always aware of the project's status and any developments. By promoting an open and proactive communication environment, we aim to foster a collaborative relationship that aids in the project's successful execution.

2.14 IV.K Damage To Records

1. Any damage to City records, or other issues, irregularities, difficulties, or challenges shall be reported immediately in writing, via email.

UBEO Understands.

2.15 Issue Identification, Reporting, and Responsiveness

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In the event of any issues during scanning, indexing, OCR, or data migration, our team has a robust system for issue identification and reporting.

Issue Identification: Our quality assurance process is designed to catch any issues promptly, and our project team is trained to be attentive to any potential problems that might affect the quality of the work or the project timeline. Issues can be technical, related to document quality, or involve challenges with data migration.

Issue Reporting: Once identified, issues will be immediately documented. The report will include a detailed description of the issue, the time it was identified, its current and potential impact on the project, and any immediate action taken. **Per the City of Banning this communication will be sent in writing via email to City contact.**

Responsiveness: We prioritize prompt responsiveness in our approach. Once an issue is identified and reported, our team will begin working on its resolution immediately. This commitment to responsiveness minimizes the potential for any delays or quality concerns, maintaining the integrity and timeline of the project.

2.16 Corrective Action and Resolution

Once an issue is reported, we initiate our corrective action process. This process is designed to not only address the immediate concern/issue but also to prevent similar issues from occurring in the future. Our team, including the project manager, technical specialists, and quality assurance personnel, will collaboratively work on issue resolution. The corrective action might include modifying scanning or indexing procedures, adjusting OCR settings, or revising migration scripts. The resolution's details, including the actions taken and their results, will be documented and communicated to the City of Banning.

2.17 Client Feedback and Iterative Adjustments

We highly value client feedback and consider it crucial for the project's success. The iterative nature of our work plan allows us to implement any changes or improvements based on the client's feedback at each milestone. Once a milestone is reached and the deliverables are submitted to the City of Banning, we will seek their feedback. This feedback will then be reviewed and incorporated into the upcoming iterations. This iterative adjustment process ensures that the final deliverables meet the City of Banning's expectations to the fullest extent.

2.18 Escalation Process

Despite all preventive measures and corrective actions, some issues may require higher-level intervention. For such situations, we have an escalation process in place. If an issue can't be resolved at the project level or if it has substantial potential implications for the project, it will be escalated to our senior management team. The escalation process ensures that critical issues receive the necessary attention and resources for their resolution. In addition, they will have the option to escalate issues directly to our senior management if they feel that it's necessary.

2.19 IV.B Reassemble Records After Scanning

1. All documents shall be returned to the original box, container, file, etc. in which they were received.
2. Plans shall be re-rolled unless instructed otherwise by the City.

3. Consultant will not have to rebind materials (no re-staple, no rebinding, no re-clipping) unless instructed otherwise by the City. The City expects that the documents will be returned nearly in the same files folders as received.

2.20 IV.L Document Return

1. Consultant shall return all scanned boxes of paper and plans.

UBEO Understands.

After the backfile scanning process is complete, our team at UBEO Business Services will meticulously reassemble all the original physical documents. This process involves a number of crucial steps, which are detailed below:

- **Document Reassembly:**
  Documents disassembled for digitization will be meticulously reassembled in their original order. Plans received in a rolled format will be returned in the same manner unless the City specifies otherwise. This process ensures the preservation of the original file order, facilitating easier access for district personnel to locate specific information.
- **Quality Assurance:** reassembly, we will implement a thorough quality assurance process to verify the accuracy and completeness of the reassembled documents. This comprehensive quality check will ensure that all documents have been correctly reassembled, with no documents missing or improperly filed. Our meticulous approach guarantees the integrity and reliability of your document management system, providing you with confidence in the precision and organization of your records.

- **Secure Transportation:**
  Our transportation process ensures the utmost security and care for your documents. Utilizing secure, climate-controlled vehicles, we will transport the securely packaged and reassembled documents back to the City's designated location. This approach ensures that the documents are maintained in excellent condition during transit, preserving both their integrity and confidentiality.
- **Verification:** Upon delivery, our team will facilitate a meticulous verification process. This involves comparing the returned documents against the initial inventory list to ensure that every document is accounted for and in the expected condition. **To maintain the highest standards of security and accountability, we employ a robust chain of custody protocol**. This protocol meticulously tracks the movement and handling of documents from the moment they leave your possession until their return. By doing so, we guarantee the integrity and security of your documents throughout the entire process.
- **Meticulous Measures for Document Integrity:** By implementing these meticulous measures, UBEO Business Services ensures that the City's physical documents will remain organized and easily accessible throughout the entire backfile digitization project. This comprehensive approach safeguards the integrity of your valuable records, maintaining their accuracy and reliability from start to finish.
- **Content Storage and Management:** We will securely store your content in our warehouse for 45 days following each iteration of the project. Should the City prefer an alternative schedule, we are more than willing to accommodate your needs. Upon your acceptance of the delivered iteration, we will promptly seek your approval to return the contents to your facility.

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In addition to storage and delivery services, UBEO offers secure document destruction services, complete with a certificate of completion to ensure proper documentation and compliance with all relevant regulations.

We are committed not only to delivering a successful project completion but also to offering valuable insights to enhance your future document management practices. You can be assured that our goal is to provide a closing experience that is as smooth and efficient as every other step in our work plan.

2.21 IV.M Final Inspection and Acceptance

1. Based on the specifications described in this document, the City will make the final inspection of scanned images once imported.
2. Inspection is to be completed within 90 days of receipt of images.
3. Acceptance will be achieved when the inspection is completed, and the Consultant made all corrections, if necessary.
4. 10% of contract total will be withheld until all corrections are made and the City accepts the work.
5. Proponent invoices shall denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date.

UBEO Understands and agrees to the final inspection and acceptance terms outlined by the City of Banning. We will ensure that all scanned images are thoroughly reviewed, and any necessary corrections are promptly addressed to meet the City's specifications. We understand that the City will complete the inspection within 90 days of receipt of the images and that acceptance will be granted upon satisfactory completion of this inspection.
We also understand the terms regarding the 10% contract retention until all corrections are made and the work is accepted by the City. Our invoices will clearly denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date, in compliance with the City's requirements.

3 V.B Proposal (B.) Company Information

We aim to clearly convey that UBEO is the premier strategic partner to support the City of Banning's mission through this RFP for Document Scanning Services.

With 68 years of experience in the industry, UBEO has established a proven track record of excellence in customer service. Our longstanding history and commitment to quality make us uniquely qualified to meet and exceed the City's expectations for this project.

We look forward to the opportunity to demonstrate our expertise and dedication to your success.

UBEO SUCCESS

CORPORATE METRICS

1200+ EMPLOYEES

OVER 50 LOCATIONS IN U.S.

GLOBAL SUPPORT COVERAGE

500 SERVICE STAFF

BEST IN CLASS SERVICE

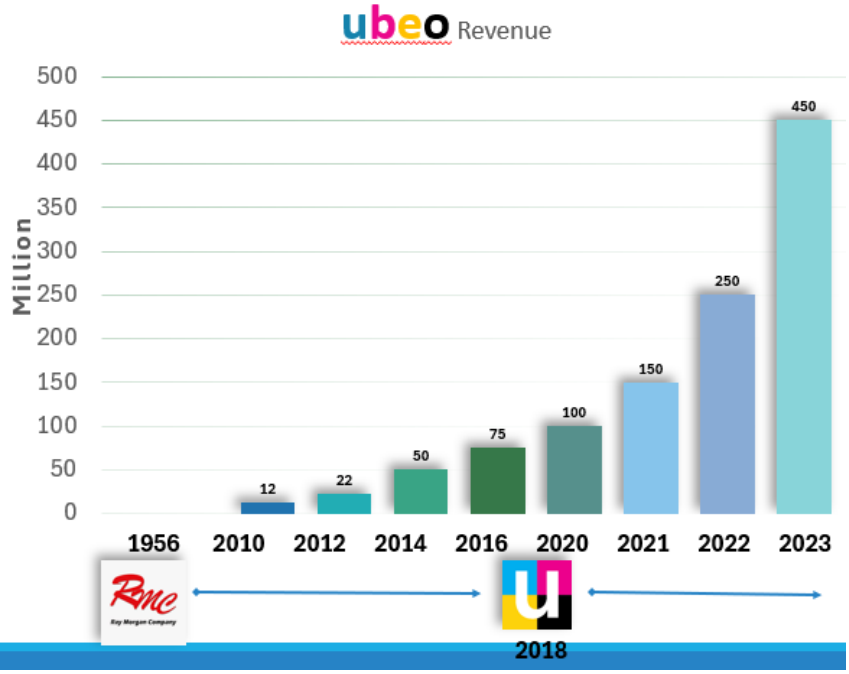
30K CLIENTS

780 PRODUCTION CLIENTS

96% NATIONAL UPTIME

94% FIXES ON FIRST CALL

68 Years Expanding Market Share



UBEO Leadership

Jim Sheffield - CEO of UBEO, LLC

Jim Morrissey - President of UBEO, LLC

Sales
Bruce Manly
VP of Sales Operations

Jeff Galovic
VP of Strategic Planning

Richard Whitlock
West Region President

Tracy Galow
Central Region President

Paul Lee
East Region President

Aftermarket
Brian Murphy
Senior VP Field Services

Jim Woolfrey
VP of Supply Chain

Operations
John Barbieri
Chief Operating Officer

Travis Sheffield
VP of Acquisitions/ Corporate Counsel

Mike Emanuel
VP of Vendor Relations

Finance
John Fortino
Chief Finance Officer

Karin Noon
Senior VP of Finance

Human Resources
Amy Freiermuth
Cen/East Regional Director of Human Relations

Melanie West
West Regional Director of Human Relations

Field Admin
Laura Laney
VP of Field Admin

Marketing
Ronnie Hay
Director of Marketing

UBEO Leadership and Size

Year Founded: *1956*
# of locations in the U.S: 56

# of employees: *1,200+*
Annual Revenue: $400 million

Local UBEO office for The City of Banning: 5855 Rickenbacker Rd., Commerce, CA 90040

Website: https://www.ubeo.com/

UBEO has also invested in the development of industry leading technology support. UBEO ProIT specializes in supporting technology solutions for our clients. This expertise allows UBEO to blend a complete suite of best-in-class technology solutions in the following areas.

✓ Document Scanning, Digital Imaging and Conversion Services	✓ Enterprise Document Management
✓ Print Management and Advanced Scanning Software Solutions	✓ Multi-Function Devices
✓ Managed Print Services	✓ Wide Format and Specialty Print Solutions
✓ Production Print Solutions	✓ Integrated Fax Server Solutions
✓ Business Process Outsourcing	✓ On-Site Managed Workplace Services

4 V.B Proposal (C.) Company Personnel

- This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.
- An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

  UBEO Understands and agrees all assigned key professional staff are properly licensed to practice in California.

Key Personnel

UBEO Business Services takes great pride in its team of devoted professionals who are at the vanguard of providing our clients with exceptional service. Our project team, which specializes in document management and business process outsourcing, is comprised of seasoned industry professionals who are outfitted to comprehend and meet your specific needs.

Our team offers comprehensive solutions by combining practical experience, in-depth industry knowledge, and technical expertise. From Project Managers with PMP certification to our BPO Manager with a business doctorate and a Government Archives and Records Administration (GARA) certification, our entire team is trained to prioritize client satisfaction and deliver superior results.

In the following section, we will describe the roles, qualifications, and experiences of our essential team leaders. This will provide a clear comprehension of the team dedicated to the successful completion of your digitization project.

- **Nick Sabatini – Vice President Managed Services**
  - Decorated career in Business Outsourcing and Conversion Services.
  - Very involved executive who checks in on all clients and projects actively.
  - Oversees all Conversion Services, Onsite, Mailroom and other outsourced projects and clients.

- **Kristen Sparkes – Business Process Outsourcing Manager**
  - Decorated project manager for Conversion Services projects.

- Extensive experience customer service, project management & working with clients to fully understand scope & deliver client needs in the ever-changing modern world of data.

- **Lance White – Business Process Outsourcing Operations Manager**
  - Decorated career spanning 30+ years in document management and Conversion Services.
  - Vast experience with enterprise and government accounts.

**Additional team resources will be assigned when the project is allocated.*

5 V.B Proposal (E.) Experience and References

Experience

UBEO has a plethora of experience working with a variety of organizations helping them to convert a variety of file types in the government, education and private sector:

- Local County - **5.5 Million images** / 6 Departments – on site project 14 months – on going with additional departments
- Local County Public Defender - **2.2 Million images** and on-going
- Local Transportation Organization - **1.7 Million images**/ Accounting Department – 1st of ALL departments
- Local Non-Profit – **5.3 Million images** Health Client Records
- Local Community College – **2.1 Million images** – 7 Departments – On Going for 6 more departments
- Local Unified School District – **1.7 Million images** – Student Records

UBEO fully understands the requirements outlined in your RFP. Based on the information provided, our response will demonstrate UBEO's capability to deliver the desired scope of services effectively. Additionally, we will share industry best practices with the City to help identify and address potential challenges, ensuring the most cost-effective solutions.

Our executive summary outlines our comprehensive approach to this digital transformation project, focusing on three core pillars: accuracy, security, and accessibility of your essential data. We are committed to providing solutions that not only meet but exceed your expectations, ensuring a seamless and efficient transition to a more streamlined document management system.

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UBEO possesses extensive expertise and experience in handling highly sensitive and confidential information, including human resource files, plans, permits, financial records, and mission-critical documents. Our proven track record in managing such vital data ensures that we are well-equipped to meet the stringent requirements of the City of Banning.

We will develop and implement a comprehensive project plan tailored to ensure a smooth and efficient transition for the City of Banning's Document Scanning project. This plan will encompass all aspects of the process, from initial assessment to final delivery, guaranteeing the highest standards of security, accuracy, and efficiency throughout the entire project lifecycle.

Additionally, we are including a case study that showcases our experience and expertise in digital transformation and scanning highly sensitive documents, further demonstrating our capability to handle this important project with the utmost professionalism and care. UBEO is committed to customer excellence and guarantees the best customer service, ensuring that your specific needs and expectations are not only met but exceeded.

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Customer	Contra Costa County
Vertical	Government

THE PROJECT

- Needed to convert all paper files to digital – (5.4 million images) ahead of moving to new county headquarters
- Needed to decide on an enterprise document management solution
- Wanted a solution to improve the management of paper-based files
- Looking to improve both the internal and external customer experience
- Multiple locations throughout the county
- Provide a fully managed program for the internal county customers

THE HISTORY

- 44 locations in Contra Costa County
- UBEO Team:
  - Account Executives -Martin Soares and Jamie Williams
  - UBEO – Analyst & Specialist Team
  - Nick Sabatini – VP, Managed Services
- They had current IT and Document Management support challenges due to headcount limitations.
- Moving to new facility with the goal of moving virtually paperless

LIMITATIONS

- Multiple locations throughout the county
- Confidential county council documents
- They were researching with three (3) other Service Providers
- Limited expertise for an enterprise document management solution
- Upon award and post implementation Covid 19 hit
- Business continuity
- Staff safety

APPROACH

- Introduced our team, methodology and approach.
- Discussed the UBEO Managed Services *model which includes dedicated onsite UBEO Managed service personnel.*
- Discussed our proven processes (discovery, design, transition, post support, documentation, and reporting and reviews)
- Performed a digital transformation and service assessment.
- Created our Finding and Recommendations (FRD) Documented to collaborate on and presented our solution.
- Incorporated all three key aspects of the customer request.
  - File conversion from paper to digital on premise.
  - Engineered enterprise LaserFiche solution.
  - Incorporated SharePoint expertise

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BENEFITS

- CCC IT leadership and UBEO collaborating on Managed Services and additional digital transformation opportunities:
- DoIT – Digital transformation services
  - ✓ Document conversion
  - ✓ Document management engineering
    - ➢ Laserfiche
    - ➢ SharePoint
  - ✓ Cloud Migration
  - ✓ Onsite managed services team performing document conversion services

- UBEO Relationship management
  - ➢ Account Management
  - ➢ Technical Consulting
  - ➢ Process Documentation
  - ➢ SLA compliance reporting
  - ➢ Technology and Services Road mapping

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5.1 Company shall provide at least (3) references

1. **Contra Costa County** UBEO has been converting client records to digital for over 3 years. Work Commenced in early 2020 and continues on project basis– 38K files and 5.2 million images. Ijeoma Chukwunyelu 925.6084051 **ijeoma.chukwunyelu@doit.cccounty.us** 30 Douglas Drive Martinez, CA 94553

2. **Valley Transportation Authority – Human Resources, Accounting, Various Other Departments** UBEO was awarded the RFP for Valley Transportation Authority. Work Commenced late 2022 and continues – 16.5K files & 2.7 million Images.
   Jon Maier 408-321-7121 **Jon.Maier@vta.org** , 3331 North First Street, San Jose, CA 95134.

3. **Aaron Riechert Carpol & Riffle, APC** UBEO has been converting client records to digital for over 2 years. Work Commenced late 2021 and continues – 10K files and 1.2 million images. Jaedra McSweeney (650) 368-4662, ext. 103 **jmcsweeney@arcr.com** 333 Twin Dolphin Dr # 350, Redwood City, CA 94065

5.2 IV.J Schedule

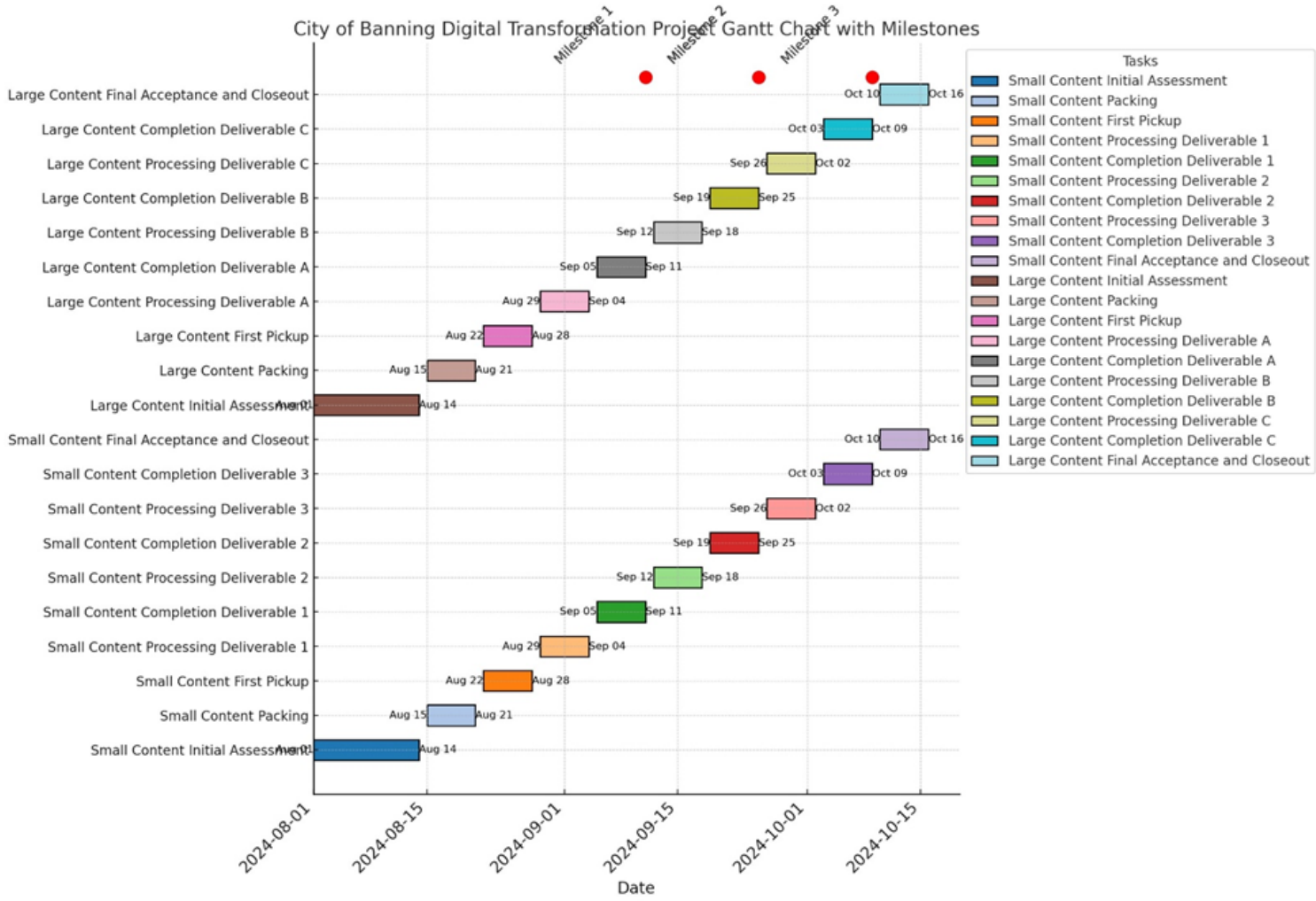
1. The Consultant shall provide a project schedule indicating a timeline of activities to perform imaging services from start to finish.
2. City of Banning will assign a Point Of Contact(s) in coordination with the Consultant Project manager to insure timely feedback & authorization.

5.3 Example Detailed Project Schedule

Key Dates

As we will not be able to know the exact dates until the project formally kicks off. Here is an example schedule based upon the number of weeks. This is divided into multiple parts based upon the standard content per department in 171 boxes and the large format per department which consists of a combined estimate of 6,090 plans. These will be processed simultaneously. UBEO will complete the project within the agreed upon schedule with the City of Banning. This of course is adjustable, example broken down below.

EXAMPLE SCHEDULE: UBEO TO PROJECT PLAN BASED ON CITY OF BANNING TIMETABLE AND FLUCTUATION OF SERVICE NEEDS AND ASSOCIATED PRICE ADJUSTMENTS.



Standard Content / Boxes

This content will be processed in UBEO Processing Center simultaneously for all departments. We will negotiate with the City of Banning on the processing speed and scale up or down from these points to the full capacity of UBEO's processing center(s).

This is an example schedule that can be altered to City of Banning's liking.

This content which consists of an estimated 171 Boxes will be processed in UBEO Processing Center. We will negotiate with the City of Banning on the processing speed and scale up or down from these points to the full capacity of UBEO's processing center(s). This is an example schedule that can be altered to City of Banning's liking.

- **Week 1-2 (August 1st – 14th):** Initial assessment of files, project kickoff meeting, and discussions with the client's staff.
- **Week 3 (August 15th – 21st):** A team from UBEO will arrive at the City of Banning and work on packing up all files carefully and safely. These boxes will be barcoded, given a basic inventory, and be prepared for the UBEO pickups.
- **Week 4 (August 22nd – 28th):** First pickup, UBEO Business Services to pick up all standard boxes.

- **Week 5 (August 29th - September 4th):** Start of document processing for the first 60 boxes (Deliverable 1).
- **Week 6 (September 5th – 11th):** Completion of Deliverable 1.
- **Week 7 (September 12th – 18th**): Start of document processing for the second 60 boxes (Deliverable 2).
- **Week 8 (September 19th – 25th):** Completion of Deliverable 2.
- **Week 9 (September 26th – October 2nd):** Start of document processing for the remaining 51 boxes (Deliverable 3).
- **Week 10 (October 3rd – 9th):** Completion of final deliverable.
- **Week 11 (October 10th – 16th): Client** Final Acceptance and Project Closeout for small format documents.

Week TBD: Scheduling continues should the City have additional content for scanning.

Large Format Documents

This content, which consists of an estimated 6,090 large format plans will be processed simultaneously with the standard content in a UBEO processing center with specialized equipment for wide formats. To help differentiate these from the smaller formats, we call these deliverables by the alphabet (A, B, C, D) versus numerical (1, 2, 3).

- **Week 1-2 (August 1st – 14th):** Initial assessment of files, project kickoff meeting, and discussions with the client's staff.
- **Week 3 (August 15th – 21st):** A team from UBEO will arrive at the City of Banning and work on packing up all wide format documents carefully and safely. These sheets will be barcoded, given a basic inventory, and be prepared for the courier pickups.
- **Week 4 (August 22nd – 28th):** First pickup, UBEO Business Services to pick up all content: ~8 boxes which consist of 6,090 wide format sheet that have been inventoried by the City of Banning.
- **Week 5 (August 29th - September 4th):** Start of large format document processing for the first 2,100 sheets (Deliverable A).
- **Week 6 (September 5th – 11th):** Completion of Deliverable A.
- **Week 7 (September 12th – 18th):** Start of large format document processing for the second 2,100 sheets (Deliverable B).
- **Week 8 (September 19th – 25th**): Completion of Deliverable B.
- **Week 9 (September 26th – October 2nd):** Start of large format document processing for the remaining 1,890 sheets (Deliverable C).
- **Week 10 (October 3rd – 9th):** Completion of final deliverable.
- **Week 11 (October 10th – 16th):** Client Final Acceptance and Project Closeout for large format documents.

Week TBD: Scheduling continues should the City have additional content for scanning.

7.2 Small Format Milestones

- **Milestone 1 (Week 6, September 5th – 11th):** Completion and delivery of the first 60 boxes. An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 2 (Week 8, September 19th – 25th):** Completion and delivery of the next 60 boxes (120 total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 3 (Week 10, October 3rd – 9th):** Completion and delivery of the next 51 boxes (171 total). An invoice will be issued upon client acceptance, payable within NET 45 terms.

Large Format Milestones

- **Milestone 1 (Week 6, September 5th – 11th):** Completion and delivery of the first 2,100 sheets (Deliverable A – 2,100 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 2 (Week 8, September 19th – 25th):** Completion and delivery of the next 2,100 sheets (Deliverable B – 4,200 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.
- **Milestone 3 (Week 10, October 3rd – 9th):** Completion and delivery of the next 1,890 sheets (Deliverable C – 6,090 Total). An invoice will be issued upon client acceptance, payable within NET 45 terms.

The example project plan provided is designed to showcase our extensive expertise and experience in managing similar projects. It serves as a comprehensive template to illustrate our capabilities and the structured approach we employ to ensure successful outcomes. This plan demonstrates our proficiency in assessing needs, implementing state-of-the-art technology, and maintaining rigorous quality control standards.

However, we fully recognize that each project is unique and requires a tailored approach. We are committed to customizing a plan that aligns perfectly with the City of Banning's specific needs, preferences, and goals. Our team is prepared to work closely with your staff to understand the nuances of your current systems and workflows, ensuring a seamless integration of our solutions. We will adapt our strategies to meet your timeline, budget constraints, and any other unique requirements you may have.

By leveraging our flexible project management methodologies, we can modify the scope, scale, and focus of our efforts to best serve the City of Banning.

In summary, while our example project plan highlights our general approach and capabilities, We are fully prepared to develop and implement a plan tailored to the City of Banning's distinct objectives, ensuring that all your goals are met with precision and care.

We look forward to meeting with you to discuss the combination of your digital transformation goals and our services for a winning outcome!

Thank you for the opportunity to earn your business – we look forward to the next steps!

Sincerely,
UBEO Business Services Team

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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.

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EXHIBIT "B"
SPECIAL REQUIREMENTS

None

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates stated in 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.

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EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

COST PROPOSAL

REQUEST FOR PROPOSAL FINDINGS AND RECOMMENDATIONS SCANNING AND INDEXING SERVICES RFP-24-062 CITY OF BANNING, CA

Response From:
UBEO Business Services
7076 S Revere Pkwy
Centennial, CO 80112

RFP Respondent's Point of Contact:

Nick Sabatini
Telephone: 650-400-5966
Email: nsabatini@ubeo.com

Response To:
REQUEST FOR PROPOSAL
SCANNING AND INDEXING SERVICES RFP-24-062
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RFP's Point of Contact:
Attention: Barbara Mason, Purchasing Manager
Telephone: 951-922-3121
Email: bmason@banning.gov

6 V.C Price Proposal

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. The total shall be an all-inclusive maximum price and to contain all direct and indirect costs including all out-of-pocket expenses with a full and complete breakdown of all said costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., for the first year's audit engagement.

In addition, a statement must be included in this section that if the proposer is charging travel costs, the proposer's charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

UBEO Understands.

6.1 IV.N Department Pricing

Each department will receive a detailed breakdown of the costs that pertain to their department (see attachments). Each department provided an estimate of the number of documents required to be scanned and indexed. Due to budget, each department reserves the right to reduce the SOW or withdraw from the RFP. After the initial work, if a department still has remaining funds available and locates additional documents, it reserves the right to include those documents until the budget is exhausted, so a detail rate schedule is required. Other departments within the City reserve the right to simultaneously include their documents as the listed departments within this RFP request service. Those departments will receive a separate invoice.

UBEO Understands.

Below is a list of cost estimates based upon the *assumption of volumes provided by the City of Banning during the Pre-Mandatory onsite visit*. ***Estimated 171*** *Standard boxes and* ***estimated 6,090*** *wide format plans/sheets*. Industry standards suggest, a standard banker box of small format (10 X 15 X 12) can contain around 2,250 – 2,500 pages of content while wide format may average 10-35 sheets per roll. Wide format box (24 X 24 X 48) holding approx. UBEO leveraged these industry standards to **estimate** the quantity of boxes (Standard & Large Format Size), pallet counts, logistical trips as well as project conversion timetables. *City of Banning, requests all content be scanned at 600 DPI.

UBEO Business Services ***are transactional*** *and will be invoiced based on the volumes produced. UBEO remains committed to being transparent with our pricing and the total page count delivered to the City of Banning.*

UBEO proposed rates are applicable for any day forward scanning as requested by the City.

UBEO Business Services understands that the City of Banning seeks a valued partner for the conversion of standard size as well as large format documents relative to Community Development, Water-Wastewater, Public Works – Planning and Engineering Departments. We appreciate the opportunity to provide end-to-end professional services for the above and more.

The details and specifications of this cost proposal are prepared to deliver the validation of our understanding of City of Banning's project scope, current state and to further develop a plan to move forward towards accomplishing internal departmental goals and objectives.

UBEO Business Services provides a plethora of business technology, solutions and services that will deliver and fulfill your RFP request as well as provide options and services that the City may be interested in to further leverage your investment in digitization.

Please find the following Findings & Recommendations to include:

Objective, media assessment, volumes for conversion along with recommendations for digitization & access.

Objective

The City of Banning requests Scanning and Indexing services for their paper and wide format records in accordance with standards set by the American National Standards Institute and Association for Information and Image Management for the Community Development, Water-Wastewater, Public Works – Planning and Engineering Departments.

Digitization within the departments can help achieve the following:

1. Improvement in efficiency with quick retrieval and efficient data handling.
2. Encouragement of interdepartmental communication and collaboration.
3. Establishment of an automated workflow foundation to streamline operational tasks and reporting.
4. Elimination of physical storage and fees associated.
5. Safeguarding documents from environmental threats such as moisture, fire and theft.

Media Types

The below media types are presented in the RFP within each department.

- ☒ **Paper Files**
- ☐ Microfiche
- ☐ Microfilm
- ☒ **Wide Format Documents**
- ☐ Books
- ☐ Other

Public Works Planning Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Public Works – Planning Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include Wide Format documents and are currently stored in drawers.
    - **Wide Format:**
      - Currently stored loose, within drawers. Dimensions are estimated at 24"x36".
- **Volume:**
  The City of Banning, Public Works – Planning Department reported a total of 20 drawers containing an estimated total of 50 wide formats each.
  - The overall estimation of Wide Format documents for this department includes 1,000 sheets.

Document/File Types	Rolls	Sheets Per	Estimated Papers Single Sided	Estimated images with 10% Double Side
Plans	20	50	1,000	1,000
	Estimated Totals		**1,000**	**1100**

***UBEO can provide large boxes for Wide Format Transport*

Public Works Water Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Public Works – Water Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include standard paper sized documents and wide format documents:
    - **Paper Files:**
      - Currently stored in binders ranging from a width of 2" – 4". Binders are currently housed on 2 shelving units with 4 shelves each and an approximate width of 72".

    - **Wide Format:**
      - Currently stored loose, within drawers. Dimensions are estimated at 24"x36" – 36"x42".

- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for 'Standard Box' volume. In 1" of space, there are typically 150 pieces of paper and each standard Banker's Box is 15" in depth. UBEO has added a 10% variation for consideration of double-sided paper.

Quantity of Lateral Shelves	Width of Lateral Shelves	Estimated with 10% Double Side	Estimated Boxes
8	72	95040	38.4

  - **Wide Format:**
    - The City of Banning, Public Works – Water Department reported a total of 20 drawers containing an estimated overall total of 150 wide format documents across all drawers.

Document/File Types	Rolls	Sheets Per	Estimated images with 10% Double Side
Plans	20	8	150

***UBEO can provide large boxes for Wide Format Transport*

Community Development Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Community Development Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include standard paper sized documents and wide format documents:
    - **Paper Files:**
      - Currently stored in a combination of ways including binders, folders within filing cabinets and folders stored within standard sized Banker's Boxes.
      - It was reported there are:

- 17 Binders with a width of 4".
- 54 standard sized Banker's Boxes.
- 4 standard-sized filing cabinets with 4 drawers. All drawers are full except for one.
- The majority of files are 8.5"x11" in size, but there are instances of wide formats existing within folders.

- Wide Formats:

Quantity of Rows	Depth of Row in Drawer	Qty. Standard Boxes	Binders	Width of Binder?	Estimated with 10% Double Side	Estimated Boxes
15	24	54	17	4	204270	82.53333333

  - Currently stored as rolls within shelves. The dimensions are approximately 24"x36".
  - Most wide formats are tagged with black circular tags for identification.
- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for 'Standard Box' volume. In 1" of space, there are typically 150 pieces of paper and each standard Banker's Box is 15" in depth. UBEO has added a 10% variation for consideration of double-sided paper.
  - **Wide Format:**
    - The City of Banning, Community Development Department reported a total of 274 rolled plans in addition to approximately 220 full-size building plans.

Document/File Types	Rolls	Sheets Per	Estimated Papers Single Sided	Estimated images with 10% Double Side
Plans	494	10	4,940	4,940

Water - Wastewater Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Water - Wastewater Department Office.
  - 99 E. Ramsey Street Banning, CA 92220
- **Storage Method:**
  - Physical files include standard paper sized documents and are currently stored in boxes.
    - **Paper Files:**
      - Stored in double sized Banker's boxes.

- Physical files within range from 8.5"x11" to 11"x17".

- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for 'Standard Box' volume. In 1" of space, there are typically 150 pieces of paper and each standard Banker's Box is 15" in depth. UBEO has added a 10% variation for consideration of double-sided paper.

Water - Wastewater Department:

Volume and Storage Details:

- **File location**: Physical files are currently stored in the Water - Wastewater Department Office.
- **Storage Method:**
  - Physical files include standard paper sized documents and are currently stored in boxes.
    - **Paper Files:**

- Stored in double sized Banker's boxes.
- Physical files within range from 8.5"x11" to 11"x17".

- **Volume:**
  - **Paper Files:**
    - UBEO estimates your project volume with industry standard variables for 'Standard Box' volume. In 1" of space, there are typically 150 pieces of paper and each standard Banker's Box is 15" in depth. UBEO has added a 10% variation for consideration of double-sided paper.

Overview of Departmental Findings

Qty. Oversized Box	Estimated with 10% Double Side	Estimated Boxes
25	123750	50

1. **Current Media Types:** The City of Banning and applicable Departments within have varying physical files for conversion, including Wide Format documents and standard physical files.
2. **Volume:** Wide Format documents and physical files are stored in varying ways such as filing cabinets, shelves, boxes of varying sizes, and binders. An estimation of volume per department based on reported data is as follows:
   a. Public Works Planning Department:

i. Wide Formats: **1,000**

b. Public Works Water Department:
   i. Physical Files: **95,040**
   ii. Wide Formats: **150**

c. Community Development Department:
   i. Physical Files: **204,270**
   ii. Wide Formats: **4,940**

d. Water-Wastewater Department:
   i. Physical Files: **123,750**

e. Total Estimation of all Departments:
   i. Physical Files: **423,060**
   ii. Wide Formats: **6,090**

Current State Risk Assessment

Importance of Digitizing Paper Records and Processes: While still common, paper records are vulnerable to being destroyed by earthquakes, floods, wildfires, and other calamities. According to a study published in the International Journal of Information Management, physical documents are vulnerable, and the loss of such information could seriously impair the administrative capabilities, historical archiving, and important services provided by counties and municipalities. Additionally, digitized documents, according to the National Archives and documents Administration (NARA), provide better accessibility, efficiency, and long-term cost-effectiveness in addition to improved security against disasters.

Potential Losses from Non-Digitization

Wildfire and Natural Disasters: Unforeseen circumstances such as fire and other natural disaster activity has at times caused a devastating impact on the communities and their administrative systems. Maintaining and accessing crucial government administrative records can not only assist the community and expedite relief efforts but is essential in maintaining the City's historical narrative.

Environmental Hazards and Pest Damage: Documents stored in physical format may become susceptible to damage by heat, moisture, or pests such as silverfish and rodents. The impacts of such hazards may render documents inaccessible due to health concerns or cause irreparable damage to vital documents.

Security Threats and Human Error: Documents stored in physical format are vulnerable to theft, vandalism, and arson amongst environmental concerns. Maintaining all records in digital format in an electronic content management system allows for well-maintained security to efficiently safeguard critical documents. Additionally, human errors, such as misplacing important documents, also present a threat and have wide-ranging consequences. Creating a uniform digital record will prevent such negative consequences and improve efficiency of access.

Recommendations:

1. **Develop a Statement of Work and Project Plan**
    a. UBEO will develop a Statement of Work to establish the foundation of the digital transformation effort for City of Banning.
    b. We will use a collaborative approach to develop a detailed project plan and establish expectations for project implementation and duration. We will include details on deliverables, timeline projections, define milestones and establish reporting measures.
2. **Digital Conversion:** Initiate a comprehensive digital conversion process to transition from paper-based to digital records for applicable files. This should involve scanning and digitizing all boxed records as well as wide format rolls. The objective of this digital transformation should move towards the departmental goals of improving efficiency, laying groundwork towards workflow automation, and reclaiming and saving future space previously dedicated to storing physical files.
3. **Digital Migration:** Initiate a comprehensive digital migration process to securely migrate all existing digital records to a singular electronic content management system that can integrate current practices and provide further development towards workflow automation.
4. **Phased Implementation:** Project implementation should prioritize high-frequency files and will ultimately be determined by the volume of physical files to be digitized and digital files to be migrated. Following a secondary assessment, a detailed project plan will be generated through a collaborative approach.
5. **Software Selection:** UBEO Business Services specializes in **Electronic Content Management** solutions. We can provide recommendations for the most suitable and effective for *your city's needs* related to access and security. Additionally, we can implement workflow automation features for common processes to improve efficiency and reduce manual handling of files in current state and move towards day forward digitization practices.

UBEO Business Services partners with many organizations with regards to Converting paper and media to digital as well as implementing and supporting software solutions. UBEO provides a solid solution for the management of both hardcopy and softcopy documents. This expertise benefits our clients on every level. UBEO's goal is to be a valued partner and consultant for the City of Banning. UBEO is large enough to handle enterprise-wide support and small enough to respond quickly to a client's needs. The best of both worlds.

6.2 Color Images Note

With past experience most content in black and white is adequate for archival purposes. If there is a large quantity of color, the cost estimate may be updated. For infrequent corrections of color, it is typically included. All contents can be scanned in color if preferred as well. *For example, most Building, Engineering and Housing will be in black and white and Planning will be 'color for color'.*

UBEO has provide both Black/White & Color Scanning for options. Please note color scanning for (standard & wide format) significantly decreases the rate of throughput/overall project productivity. Please see the wide format pricing should you choose color.

6.3 Metadata / indexing Note

UBEO will include box level indexing at no cost to the City of Banning. (Box Level = 1 name for all contents of each box). Additional indexing for each file/department will be provided *per City of Banning*. Index /field rates below.

6.4 Cost Breakdown for Conversion

Line Item	Est. Quantity	Cost Per	Total Est. Price
Scan and convert various sized documents (8 1/2" x 11", 8 1/2" x 14", *up to 11" x 17"*) in 600 DPI Black/White	423,060	$0.084/image	$35,537.04 (Based on Department Estimates)
Scan and convert various sized documents (8 1/2" x 11", 8 1/2" x 14", *up to 11" x 17")* in 600 DPI Greyscale or Color	As needed	$0.10950/image	$0.00
Scan and convert large (wide format) *11 X 17 or larger* format image in *600 DPI*	6,090	$1.55/sheet	$9,439.50 (Based on Department Estimates)
Total Cost for Conversion			**$44,976.54**

6.5 Cost Breakdown for Metadata

6.5.1.1 Folder Level Attributes Examples:

- **Folder Name**
  - For example: If the outside label states "John Doe #####-##" we will use that entire label as the folder name. ***Preserve all data in a form identical to, or functionally equal to, the original record.***
  - If there are Project Names/Type, we can capture that. ***Provide a unique file name for each scanned image, which will be provided by the City and ensure all documents in each file are organized appropriately and pertain to the title of the file.***
  - If the content is simply a binder, with no tabs, the entire file name of the binder will be inputted.

6.5.1.2 Document Level Attributes:

- Preferably UBEO will try and keep files combined for archive files. Splits based upon tabs can be made. Depending on the content type, we will negotiate further on index data. ***Any index data requested can be met for successful import into the City's Laserfiche EDMS***.

6.6 Box level only metadata.

If the project requires box level metadata – 1 name for all files in boxes, metadata will be included.

Line Item	Est. Quantity	Cost Per	Total Est. Price
Box Level Only	Included	Included	Included
Folder Level Only	TBD	$50/hr.	TBD

6.7 Additional Metadata

Per metadata field, indexing WITHOUT an electronic file level inventory or lookup database table.

Line Item	Est. Quantity	Cost Per	Total Est. Price
Database lookup	Included	Included	Included
Metadata	TBD	$50/hr.	TBD
Total	**TBD**		**TBD**

Each project is different, and this will be adjusted to be accurate. If there is a database or a key index file, costs will be reduced or be eliminated.

6.8 Specialized Staff

UBEO has a team of specialized staff such as Infrastructure Architects, IT Specialists, Project Managers, etc. This team can be available to assist the city with additional projects and estimates provided based on needs. As further projects are discovered, the prices may be reduced or changed.

Line Item	Est. Quantity	Cost Per Hr.	Total Est. Price
BPO Production Manager (manages the staff, oversees the project staff, and checks quality etc.	Included	$150.00	Included
Document Preparation	Included	Included	Included
Box Inventory Specialist	Included	Included	Included
Project Management (managing project, biweekly meetings, regular updates, throughout the period)	Included	$150.00	Included
Document Reassembly - Binders	100/estimated	$6.00/per binder	$600.00
Staff onsite to pack boxes and prepare file level manifest.	3 – 4 business days.	$50 /hr.	TBD

Packing - Creation of a box level manifest	Included	Included	Included

When UBEO Business Services packs the files, our team will mark the boxes based upon the order files are taken. Such as A – B for files with the name A to B, and this is included in our box level manifest. However, if a physical file by file manifest is desired, it will be an additional charge per file.

6.9 Cost Breakdown for Courier Services & Special Requests

Line Item	Est. Quantity	Cost Per	Total Est. Price
Document Destruction (Per Box)	TBD	$7.00 std	TBD
Large format Destruction (Per Box) *	TBD	$65 WF Box	TBD
Logistics and Transportation/cost per trip. **	TBD	$750.00	TBD

** UBEO estimates (10) sheets per roll and (25) rolls per box.*

***UBEO will work with City to maximize transportation efficiency. Logistics cost can vary depending on frequency and quantity. Cost above includes up to (4) pallets.*

6.1 Combined Costs

Line Item	Total Est. Price
Conversion	$44,976.54
Document Reassembly – Binders	$600.00
Logistics and Transportation	TBD
Destruction / Courier Services	TBD
Estimated Total	**$45,576.54**

**Above is based upon information provided in RFP.*

UBEO will provide departmental billing and services are transactional, and you will only be billed for what is processed.

UBEO will work with the city if additional time is needed for planning and budgeting. We are experts in managing projects, timelines, productivity and delivering professional conversion services. We look forward to meeting with you to discuss the combination of your digital transformation goals and our services for a winning outcome!

Thank you for the opportunity to earn your business – we look forward to the next steps!

Sincerely,
UBEO Business Services Team

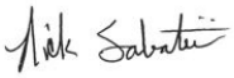

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule agreed upon with the City.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.