



CITY OF GRAND TERRACE

City Council

AGENDA • March 11, 2025

Council Chambers

Regular Meeting

6:00 PM

Grand Terrace Civic Center • 22795 Barton Road

COMMENTS FROM THE PUBLIC

The public is encouraged to address the City Council on any matter posted on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete a Request to Speak card located at the front entrance and provide it to the City Clerk. Speakers will be called upon by the Mayor at the appropriate time and each person is allowed three (3) minutes speaking time.

The City wants you to know that you can also submit your comments by email to ccpubliccomment@grandterrace-ca.gov. To give the City Clerk adequate time to print out your comments for consideration at the meeting, please submit your written comments prior to 5:00 p.m.; or if you are unable to email, please call the City Clerk's Office at (909) 954-5207 by 5:00 p.m.

If you wish to have your comments read to the City Council during the appropriate Public Comment period, please indicate in the Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on. Comments that you want read to the City Council will be subject to the three (3) minute time limitation (approximately 350 words).

Pursuant to the provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

PLEASE NOTE: Copies of staff reports and supporting documentation pertaining to each item on this agenda are available for public viewing and inspection at City Hall, 1st Floor Lobby Area and 2nd Floor Reception Area during regular business hours and on the City's website www.grandterrace-ca.gov. For further information regarding agenda items, please contact the office of the City Clerk at (909) 954-5207, or via e-mail at dalcocer@grandterrace-ca.gov.

Any documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's office at City Hall located at 22795 Barton Road during normal business hours. In addition, such documents will be posted on the City's website at www.grandterrace-ca.gov.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, (909) 954-5207 at least 48 hours prior to the advertised starting time of the meeting. This will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible [28 CFR 34.102.104 ADA Title II].

Call to Order

Invocation

Pledge of Allegiance

AB 2449 Disclosures

Remote participation by a member of the legislative body for just cause or emergency circumstances.

Roll Call

A. REORDERING OF, ADDITIONS TO, OR REMOVAL OF ITEMS FROM THE AGENDA

B. PUBLIC COMMENT

This is the opportunity for members of the public to comment on any items not appearing on the regular agenda. Because of restrictions contained in California Law, the City Council may not discuss or act on any item not on the agenda, but may briefly respond to statements made or ask a question for clarification. The Mayor may also request a brief response from staff to questions raised during public comment or may request a matter be agendaized for a future meeting.

C. SPECIAL PRESENTATIONS

Ariah Wilson - Girl Scout with the San Geronio Girl Scout Council

D. CONSENT CALENDAR

The following Consent Calendar items are expected to be routine and noncontroversial. They will be acted upon by the City Council at one time without discussion. Any Council Member, Staff Member, or Citizen may request removal of an item from the Consent calendar for discussion.

- 1) Waive Full Reading of Ordinances on Agenda

DEPARTMENT: City Clerk

- 2) Approval of Minutes - Regular Meeting - February 11, 2025

DEPARTMENT: City Clerk

- 3) Approval of the February-2025 Check Register in the Amount of \$619,348.06

DEPARTMENT: Finance

- 4) Professional Services Agreement Between the City of Grand Terrace and Benson Productions for Videographer Services

DEPARTMENT: City Clerk

- 5) Removal of Deceased Animals from Private Property

DEPARTMENT: City Manager

- 6) Second Reading and Adoption of Ordinance No. 365 to amend section 6.08.010 (dog license– required) of Title 6 (animals) of the Grand Terrace Municipal Code, which amends the city’s animal licensing and vaccination regulations

DEPARTMENT: City Manager

- 7) Acceptance of CIP 2024-25 Street Rehabilitation Project and Approval of Change Order #1

DEPARTMENT: Public Works

- 8) Approve the 5-Year Capital Improvement Plan for Fiscal Years 2025-26 through 2029-30 and Award Design Contract for 2025-26 Capital Improvement Project

DEPARTMENT: Public Works

- 9) Amendment No. 1 to Willdan Group Agreement for On-Call Engineering Services

DEPARTMENT: Public Works

- 10) Amendment No. 3 to Traffic Signal Maintenance Agreement with St. Francis Electric

DEPARTMENT: Public Works

- 11) Approve the Family Service Association Agreement to Administer the Senior Nutrition Program

DEPARTMENT: Public Works

- 12) Approve the Girls on the Run Inland Empire Agreement to Provide Girls’ Confidence-Building Program.

DEPARTMENT: Public Works

E. PUBLIC HEARINGS

- 13) Public Hearing to Form Community Facilities District No. 2025-1 (Public Maintenance Services)

RECOMMENDATION: Adopt Resolution No. 2025-XX, resolution of formation for Community Facilities District (CFD) 2025-1. Adopt Resolution No. 2025-XX, resolution calling a special election for CFD 2025-1. Adopt Resolution No. 2025-XX, resolution declaring the results of the special election and directing recording of a notice of special tax lien for CFD No. 2025-1. Adopt Ordinance XXXX, of City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services) and to authorize the levy of a special tax therein to finance certain services.

DEPARTMENT: Public Works

F. UNFINISHED BUSINESS - NONE

G. NEW BUSINESS

14) Grand Terrace Grows: Citywide Tree Planting Initiative

RECOMMENDATION:

1. Approve the Grand Terrace Grows initiative and authorize staff to proceed with tree purchases, community outreach, and the planning of the Earth Day tree planting event as outlined in the report.
2. Approve the expenditures related to the Grand Terrace Grows initiative, including tree purchases, which exceed the City Manager's spending authority of \$25,000.
3. Authorize the generation of purchase orders for these expenses, covering all associated costs up to \$75,000.

DEPARTMENT: Public Works

H. FUTURE AGENDA ITEMS

At this time, the City Council may propose items for discussion and/or action at a future duly agendized City Council meeting. A consensus of a majority of the quorum is required to place an item on a future agenda.

I. CITY COUNCIL COMMUNICATIONS

Council Member Matt Brown
Council Member Jeff Allen
Council Member Doug Wilson
Mayor Pro Tem Michelle Sabino
Mayor Bill Hussey

J. CITY MANAGER COMMUNICATIONS

K. CLOSED SESSION

Two (2) Potential Real Estate Transactions

L. ADJOURN

The next Regular City Council Meeting will be held on March 25, 2025, at 6:00 PM. Any request to have an item placed on a future agenda must be made in writing and submitted to the City Clerk's office.



CITY OF GRAND TERRACE

City Council

MINUTES • February 11, 2025

Council Chambers

Regular Meeting

6:00 PM

Grand Terrace Civic Center • 22795 Barton Road

Call to Order

Mayor Bill Hussey convened the Regular Meeting of the City Council for Tuesday, February 11, 2025, at 6:00 PM.

Invocation

The Invocation was given by Pastor Mike Leno from Azure Hills Seventh Day Adventist Church.

Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Jeff Allen.

AB 2449 Disclosures

None.

Roll Call

Present:	Mayor Bill Hussey Mayor Pro Tem Michelle Sabino Council Member Doug Wilson Council Member Jeff Allen Council Member Matt Brown
Absent:	

A. REORDERING OF, ADDITIONS TO, OR REMOVAL OF ITEMS FROM THE AGENDA

None.

B. PUBLIC COMMENT

Don Hallwax formally invited residents and council to Ann Petta's memorial service and lunch afterwards, taking place on February 21, 2025.

Bobbie Forbes, a Grand Terrace resident, thanked Konrad Bolowich, City Manager and Mayor Hussey, for attending to an emergency with a dog and thanked the city for the improvements made to Mt. Vernon.

C. SPECIAL PRESENTATIONS

City Council presented Certificates of Recognition to the Grand Terrace Lady Titans Cheer for their participation in the 2024 Southern California Jr. All-American Cheer Competition on November 9, 2024, as follows:

Aaliyah Mendoza
Amilah Gil
Aniyah Villarreal
Aubree Rodriguez
Aubrienne Delgado
Autumn Amador
Brooklynn Willis
Genesis Ponce-Perez
Gia Contreras
Giana Digidio
Isabella Williams
Jane Gurerrero
Jasmine Williams
Jayiah Clayton
Jeselle Pena
Juniper Moreno
Kennedy James
Kennedy Molina
Lainey Pender
Layla Demott
Lyric Johnson
Makayla Harper
Natalie Aguas
Nevaeh Pena
Nova Byrd
Reagan Reiss
Reigan Mata
Saniya Lewis
Sarah Ornelas
Sophia Rodriguez
Stella Richardson
Zion Banks

Mayor Hussey recessed the Regular Meeting of the City Council at 6:22 p.m.

Mayor Hussey reconvened the Regular Meeting of the City Council at 6:30 p.m.

D. CONSENT CALENDAR

PUBLIC COMMENT

None.

- 1) Waive Full Reading of Ordinances on Agenda
- 2) Approval of Minutes - Regular Meeting - January 28, 2025
- 3) Approval of December-2024 Check Register in the Amount of \$617,889.03.
- 4) Approval of January-2025 Check Register in the Amount of \$1,255,775.69.

Council Member Wilson motioned with a second by Council Member Brown to approve items # 1-4 on the consent calendar.

After the vote, Mayor Hussey announced his recusal from the December 2024 check register, item # 82035.

RESULT:	APPROVED 5 TO 0
MOVER:	Council Member Wilson
SECONDER:	Council Member Brown
AYES:	Council Member Allen, Mayor Hussey, Council Member Wilson, Mayor Pro Tem Sabino, Council Member Brown
NAYS:	None

5) Temporary Building Permit Fee Exemption

Mayor Hussey motioned with a second by Council Member Wilson to approve item # 5 with the suggested amendment to Resolution 2025-xx, Section 2 on the consent calendar.

RESULT:	APPROVED 5 TO 0
MOVER:	Mayor Hussey
SECONDER:	Council Member Wilson
AYES:	Council Member Allen, Mayor Hussey, Council Member Wilson, Mayor Pro Tem Sabino, Council Member Brown
NAYS:	None

6) Exclusive Park Use and Fee Waiver for Ann Petta Memorial

Council Member Wilson motioned with a second by Council Member Allen to approve item # 6 of the consent calendar.

RESULT:	APPROVED 5 TO 0
MOVER:	Council Member Wilson
SECONDER:	Council Member Allen
AYES:	Council Member Allen, Mayor Hussey, Council Member Wilson, Mayor Pro Tem Sabino, Council Member Brown
NAYS:	None

7) Removal of Deceased Animals from Private Property

Mayor Hussey motioned with a second by Council Member Allen to approve item # 7 of the consent calendar.

RESULT:	APPROVED 5 TO 0
MOVER:	Mayor Hussey
SECONDER:	Council Member Allen
AYES:	Council Member Allen, Mayor Hussey, Council Member Wilson, Mayor Pro Tem Sabino, Council Member Brown
NAYS:	None

E. PUBLIC HEARINGS - NONE

F. UNFINISHED BUSINESS - NONE

G. NEW BUSINESS

- 8) Future Agenda: Tree Maintenance and Removal Assistance on Private Properties

Konrad Bolowich, City Manager provided the [PowerPoint](#) presentation for this item.

PUBLIC COMMENT

None.

RECEIVE & FILE

RESULT:	APPROVED 5 TO 0
MOVER:	Council Member Allen
SECONDER:	Mayor Hussey
AYES:	Council Member Allen, Mayor Hussey, Council Member Wilson, Mayor Pro Tem Sabino, Council Member Brown
NAYS:	None

- 9) Review of Parks and Recreation Committee Membership and Potential Vacancies

Shanita Tillma, Senior Management Analyst, provided the [PowerPoint](#) Presentation for this item.

PUBLIC COMMENT

None.

RESULT:	ACCEPTED - 5 TO 0
MOVER:	Council Member Wilson
SECONDER:	Council Member Brown
AYES:	Council Member Allen, Mayor Hussey, Council Member Wilson, Mayor Pro Tem Sabino, Council Member Brown
NAYS:	None

10) Introduction and First Reading of Microchipping Ordinance

Konrad Bolowich, City Manager, provided the [PowerPoint](#) presentation for this item.

PUBLIC COMMENT

Bobbie Forbes, Grand Terrace resident, provided information regarding some of the difficulties that come with microchipping.

City Attorney read by title only, first reading and introduction of, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE AMENDING SECTION 6.08.010 (DOG LICENSE– REQUIRED) OF TITLE 6 (ANIMALS) OF THE GRAND TERRACE MUNICIPAL CODE, WHICH AMENDS THE CITY’S ANIMAL LICENSING AND VACCINATION REGULATIONS

RESULT:	APPROVED 5 TO 0
MOVER:	Council Member Brown
SECONDER:	Council Member Allen
AYES:	Council Member Allen, Mayor Hussey, Council Member Wilson, Mayor Pro Tem Sabino, Council Member Brown
NAYS:	None

11) 2024-25 Mid-Year and Year-End Budget Review

Christine Clayton, Finance Director, provided the [PowerPoint](#) presentation for this item.

PUBLIC COMMENT

None.

RECEIVE & FILE

RESULT:	APPROVED 5 TO 0
MOVER:	Mayor Pro Tem Sabino
SECONDER:	Council Member Allen
AYES:	Council Member Allen, Mayor Hussey, Council Member Wilson, Mayor Pro Tem Sabino, Council Member Brown
NAYS:	None

12) General Plan Overview and Current Status

Gabriel Arguelles, Assistant Planner, provided the [PowerPoint](#) presentation on this item.

PUBLIC COMMENT

None.

RECIEVE & FILE

RESULT:	APPROVED 5 TO 0
MOVER:	Council Member Allen
SECONDER:	Mayor Pro Tem Sabino
AYES:	Council Member Allen, Mayor Hussey, Council Member Wilson, Mayor Pro Tem Sabino, Council Member Brown
NAYS:	None

13) See Something Say Something

Konrad Bolowich, City Manager, provided the staff report for this item.

PUBLIC COMMENT

Bobbie Forbes, Grand Terrace Resident, provided a couple of suggestions for the City regarding mailers and establishing a means of communication with the community regarding changes in fees, ordinances, etc.

RECEIVE & FILE

RESULT:	APPROVED 5 TO 0
MOVER:	Mayor Pro Tem Sabino
SECONDER:	Council Member Brown
AYES:	Council Member Allen, Mayor Hussey, Council Member Wilson, Mayor Pro Tem Sabino, Council Member Brown
NAYS:	None

H. FUTURE AGENDA ITEMS

None.

I. CITY COUNCIL COMMUNICATIONS

Council Member Matt Brown announced the following:

- Met with Senator Ochoa-Bogh on February 11, 2025, to discuss advocating efforts for the city through the office of Senator Ochoa-Bogh.

Council Member Jeff Allen announced the following:

- Attended the San Bernardino County Homeless Partnership Central Valley CofC Regional Network on February 5, 2025.

Council Member Doug Wilson announced the following:

- Formally invited to Enhance Recharge Phase 1B for the Santa Ana Power Project Ribbon Cutting Event scheduled for February 20, 2025, at 9am.

Mayor Pro Tem Michelle Sabino announced the following:

- Attended the League of Cities - Mayors and Council Members Academy on January 29-31 in Garden Grove, 2025.
- Formally invited to sit and meet with the Office of Congressman Pete Aguilar on February 12, 2025.

Mayor Bill Hussey announced the following:

- Met with Senator Ochoa-Bogh on February 11, 2025, to discuss advocating efforts for the city through the office of Senator Ochoa-Bogh.
- Attended the League of Cities - Mayors and Council Members Academy on January 29-31 in Garden Grove, 2025.

J. CITY MANAGER COMMUNICATIONS

None.

FIRE DEPARTMENT

Gary Jager, Assistant Fire Chief, announced the following:

- Update on weather conditions

SHERIFF DEPARTMENT

Kevin Fries, Lieutenant, announced the following:

- Encourages the community to call the Sheriff Dispatch (Non-Emergency) line at 909-387-8313.

K. CLOSED SESSION - NONE

L. ADJOURN

Mayor Hussey adjourned the Regular Meeting of the City Council at 9:00 p.m. in memory of Grand Terrace Resident Eric Lopez. The next Regular City Council Meeting will be held on Tuesday, March 11, 2025, at 6:00 p.m.

Bill Hussey, Mayor

Daysi Alcocer, City Clerk



AGENDA REPORT

MEETING DATE: March 11, 2025

TITLE: Approval of the February-2025 Check Register in the Amount of \$619,348.06

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: Approve the Check Register No. 02282025 in the amount of \$619,348.06 as submitted, for the month ending February 28, 2025.

2030 VISION STATEMENT:

This staff report supports Goal #1, "Ensuring Our Fiscal Viability", through the continuous monitoring of expenditure budgets, allocations, and operational costs.

BACKGROUND:

The check register for the month of February-2025 has been prepared in accordance with Government Code §37202 and is hereby submitted for City Council's approval.

The check register lists all vendor payments for the respective month, along with a brief description of the type of goods or services purchased and the account code(s) associated with each payment. The check registers list all payments made to vendors and employee reimbursements during the month of February-2025.

The attached index to the Check Register is a guideline account list only and is not intended to replace the comprehensive chart of accounts used by the City and Grand Terrace Successor Agency. Expenditure account number formats are XX-XXX-XXX [Fund-Department-Account]. Expenditures may be made from trust/agency accounts (Fund 23-XXX-) or temporary clearing accounts that do not have a budgetary impact.

DISCUSSION:

CHECK REGISTER

A total of \$619,348.06 in accounts payable checks and/or wires were issued during the period for services, reimbursements, supplies, and contracts and are detailed in the individual monthly register.

Below is a table that lists payments larger than \$10,000 for the month of February-2025.

Payments larger than \$10,000:

Check No.	Payee	Description	Amount
82178	ALESHIRE & WYNDER	DEC 2024 LEGAL SERVICES	\$12,949.59
82189	HARDY AND HARPER INC	CIP 2024-25 STREET REHABILITATION PAY APP #2	\$48,901.72

82195	IGM TECHNOLOGY CORP	MAR 2025-26 BUDGET PLANNING SOFTWARE	\$19,845.00
82200	MICHAEL BAKER INTERNATIONAL	DEC 2024 PROFESSIONAL SERVICES FOR LHMP, SAFETY ELEMENT, EJ ELEMENT, VIVIENDA CARE FACILITY, AND HOUSING ELEMENT	\$25,072.79
82202	MOORE, IACOFANO, GOLTSMAN INC	SEP 2024 PROFESSIONAL SERVICES; DEC 2024 PROFESSIONAL SERVICES FOR MAIN STREET RECYCLING AND DUTCH BROS	\$13,707.80
82248	ON SITE COMPUTING	WORKSTATION REPLACEMENTS FOR CITY HALL STAFF; LICENSE FOR FIREWALL ROUTER AND CLOUD MANAGEMENT; UNINSTALL AND REINSTALL IT EQUIPMENT FOR HEAT TREATMENT AT CITY HALL; BACKUP BATTERY INSTALLATION FOR SERVER ROOM; INTERNET INSPECTION AND RESOLUTION AT SENIOR CENTER	\$23,714.03
82252	RIVERSIDE HIGHLAND WATER CO	11/19/2024-01/23/2025 WATER SERVICES	\$13,495.04
82253	SB COUNTY SHERIFF	FEB 2025 LAW ENFORCEMENT SERVICES; FY2024-25 Q1 GT PROACTIVE PATROL	\$247,906.10
82264	WEST COAST ARBORISTS INC	JAN 2025 CITYWIDE TREE INVENTORY AND ARBORIST SERVICES; TREE AND STUMP REMOVAL ON FINCH ST; PALM TREE PRUNE AND SKINNING ON MT VERNON	\$13,382.00
82265	WILLDAN	DEC 2024 CIP 2024-25 INSPECTION SERVICES; JAN 2025 PLAN CHECKING SERVICES FOR BUILDING & SAFETY AND PUBLIC WORKS	\$16,306.50
17769661	PUBLIC EMPLOYEES RETIREMENT	RETIREMENT CONTRIBUTIONS FOR PAY DATE 01/23/2025	\$11,802.58
17800716	CA PUB EMPLOYEES RETIRE SYSTEM	FEB 2025 PERS HEALTH INSURANCE	\$28,571.10
23472088	SO CA EDISON COMPANY	JAN 2025 ENERGY USAGE	\$17,131.64

747347125	US BANK	JAN-FEB 2025 CAL CARD CHARGES	\$27,464.21
	TOTAL PAYMENTS LARGER THAN \$10,000		\$520,250.10

PAYROLL

Payroll costs for the month:

Pay Per.	-	Period Start	-	Period End	Pay Date	Amount
Feb-25	-	-	-	-	-	-
16	From	1/18/2025	to	1/31/2025	2/6/2025	\$81,181.53
17	From	2/1/2025	to	2/14/2025	2/20/2025	\$79,175.22
						\$160,356.75

ENVIRONMENTAL IMPACT:

FISCAL IMPACT:

All disbursements (including payroll) were made in accordance with the approved budget for Fiscal Year 2024-25 in the amount of:

Description	Amount
Feb-25	
Check Register	\$619,348.06
Payroll	\$160,356.75
	\$779,704.81

CITY OF GRAND TERRACE

FY2024-25

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

CHECK REGISTER Account Index



Bill Hussey, Mayor
Michelle Sabino, Mayor Pro Tem
Doug Wilson, Council Member
Jeff Allen, Council Member
Matt Brown, Council Member

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

City of Grand Terrace Check Register Index

<u>Fund No.</u>	<u>Fund Name</u>	<u>Dept No.</u>	<u>Department Cost Center</u>	<u>Acct No.</u>	<u>General Account Numbers</u>
09	CHILD CARE FUND	110	CITY COUNCIL	110	SALARIES/WAGES
10	GENERAL FUND	120	CITY MANAGER	115	OVERTIME
11	STREET FUND	125	CITY CLERK	120	COUNCIL STIPENDS
12	STORM DRAIN FUND	140	FINANCE	138	MEDICARE / SUI
13	PARK FUND	160	CITY ATTORNEY	139	EMPLOYEES' BENEFIT PLAN
14	AB 3229 COPS FUND	172	BUILDING & SAFETY	140	RETIREMENT
15	AIR QUALITY IMPROVEMENT FUND	175	PUBLIC WORKS	142	HEALTH/LIFE INSURANCE
16	GAS TAX FUND	180	COMMUNITY EVENTS	143	WORKERS' COMPENSATION
17	TRAFFIC SAFETY FUND	185	RENTAL INSPECTION PROGRAM	210	OFFICE EXPENSE
18	TRANS. DEV. ACT (T D A FUND)	187	ENFORCEMENT PROGRAM	211	POSTAGE & MAILING
19	FACILITIES DEVELOPMENT FUND	190	NON-DEPARTMENTAL	220	SPECIAL DEPARTMENTAL EXP
20	MEASURE I FUND	195	FACILITIES MAINTENANCE	230	ADVERTISING
21	WASTE WATER DISPOSAL FUND	370	PLANNING & DEVELOPMENT SVCS	235	COMMUNICATIONS
22	COMMUNITY DEV. BLOCK GRANT	380	MGT INFORMATION SYSTEMS	238	UTILITIES
25	SPRING MOUNTAIN RANCH FUND	410	LAW ENFORCEMENT	240	RENTS & LEASES
26	LSCPG/ LGHTG ASSESSMENT DIST.	411	ASSET FORFEITURES	244	CUSTODIAL SERVICES
32	S/A CAPITAL PROJECTS FUND	430	RECREATION SERVICES	245	MAINT BLDG GRNDS EQUIPMNT
36	S/A 2011 TABS BOND PROCEEDS	441	CHILD CARE - NUTRITION GRANT	246	MAINT/OPER OF EQUIPMNT
45	CIP - COMMERCE WAY	445	CHILD CARE - TINY TOTS	250	PROFESSIONAL SERVICES
46	CIP - STREET IMPROVEMENTS	446	CHILD CARE - AFTER SCHOOL	251	BANKING SERVICE CHARGES
47	CIP - BARTON RD. BRIDGE PROJECT	447	CHILD CARE - PRE-SCHOOL	252	ROAD MAINTENANCE
48	CIP - CAPITAL PROJECTS FUND	450	PARKS MAINTENANCE	254	STREET SWEEPING
49	CIP - PARKS	461	COMMUNITY GRANTS	255	CONTRACTUAL SERVICES
50	CAPITAL PROJECT BOND PROCEEDS	500	AIR QUALITY PROGRAMS	256	ANIMAL SHELTERING SVCS
52	HOUSING AUTHORITY	510	STREET & SIGNAL LIGHTING	260	INSURANCE & SURETY BONDS
61	COMMUNITY BENEFITS FUND	573	LINE MAINTENANCE	265	MEMBERSHIPS & DUES
62	LIGHT UP GRAND TERRACE FUND	600	ZONE 1 13364 CANAL -TERR PINES	268	TRAINING
63	ILLEGAL FIREWORKS FUND	601	ZONE 3 TRACT 14471 PICO & ORIOLE	270	TRAVEL/CONFERENCES/MTGS
64	PUBLIC SAFETY FUND	602	ZONE 2 14264 FORREST CITY PHASE II	271	MILEAGE
65	SENIOR BUS PROGRAM FUND	603	ZONE 4 TRACT 17766 GREENBRIAR	625	NPDES
66	CAL RECYCLE GRANT	604	ZONE 5 TRACT 18793 PALOMINO	631	STORM DRAIN MAINTENANCE
67	PUBLIC EDUC & GOVT ACCESS (PEG)	605	ZONE 6 TRACT 18071 JADEN	801	PLANNING COMMISSION
68	40TH YR CELEBRATION FUND	606	ZONE 7 TRACT 18604 TESORO/VAN BUREN	804	HISTORICAL & CULTURAL COMM.
69	COMMUNITY DAY FUND	625	NPDES	311	FACILITY IMPROVEMENTS
70	FIXED ASSED/EQUIP REPL FUND	631	STORM DRAIN MAINTENANCE	570	WASTEWATER TREATMENT
73	ACTIVE TRANS PRGM (ATP) GRANT	700	CAPITAL OUTLAY	400	OTHER COMMUNITY GRANTS
74	HIGHWAY SFTY IMPV PRGM (HSIP)	705	EVERY 15 MINUTES	601	ELECTRICAL VEHICLE STATIONS
75	EMER MGMT PREP GRANT (EMPG)	801	PLANNING COMMISSION	700	COMPUTER EQUIPMENT
76	ENHANCED INFRA FIN DIST (EIFD)	804	HISTORICAL & CULTURAL COMMITTEE	701	CAPITAL IMPROVEMENT OTHER
77	SO CAL INCENTIVE PROJECT (SCIP)	805	SENIOR CITIZENS PROGRAM	705	VEHICLES
90	COVID-19 EMERGENCY FUND	808	EMERGENCY OPERATIONS PROG.	998	OVERHEAD COST ALLOCATION
95	DOG PARK ENDOWMENT FUND	999	TRANSFERS	999	TRANSFERS OUT

CITY OF GRAND TERRACE

FY2024-25

GRAND TERRACE CIVIC CENTER
22795 BARTON ROAD GRAND TERRACE, CA 92313

MONTHLY CHECK REGISTER For the Period Ending February 28, 2025



Bill Hussey, Mayor
Michelle Sabino, Mayor Pro Tem
Doug Wilson, Council Member
Jeff Allen, Council Member
Matt Brown, Council Member

The Grand Terrace City Council meets on the Second Tuesday of each month at 6:00 pm.

Check Register
CITY OF GRAND TERRACE
As of 2/28/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82176	02/06/2025	8X8 INC	4828577	FEB 2025 SERVICE CHARGE FOR (46) POLYCOM VVX 450 PHONES E 10-190-235-000-000	02/01/2025	1,333.45 <u>1,333.45</u>	1,333.45
82177	02/06/2025	CHRISTOPHER AGUILAR	01302025	REFUND RESERVATION DEPOSIT FOR RICHARD ROLLINS PARK 01/18/2025 B 23-515-22-00	01/30/2025	50.00 <u>50.00</u>	50.00
82178	02/06/2025	ALESHIRE AND WYNDER LLP	92135	DEC 2024 LEGAL SERVICES - GENERAL E 10-160-250-000-000	01/22/2025	10,434.79 <u>10,434.79</u>	12,949.59
			92138	DEC 2024 LEGAL SERVICES - CODE ENFORCEMENT E 10-160-250-100-000	01/22/2025	954.80 <u>954.80</u>	
			92140	DEC 2024 LEGAL SERVICES FOR ADVOCATES FOR THE ENVIRONMENT B 23-515-90-00	01/22/2025	785.20 <u>785.20</u>	
			92137	DEC 2024 LEGAL SERVICES - PERSONNEL E 10-160-250-100-000	01/22/2025	702.00 <u>702.00</u>	
			92134	DEC 2024 LEGAL SERVICES - GATEWAY SPECIFIC PLAN B 23-515-90-00	01/22/2025	72.80 <u>72.80</u>	
82179	02/06/2025	AMERITAS LIFE INSURANCE CORP	JAN 2025	JAN 2025 EMPLOYEE PAID DENTAL INSURANCE B 10-022-70-00	01/01/2025	758.00 <u>758.00</u>	758.00

Check Register
CITY OF GRAND TERRACE
As of 2/28/2025

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82180	02/06/2025	MATT BROWN	02042025	HOTEL REIMBURSEMENT FOR MAYOR AND COUNCILMEMBER'S ACADEMY E 10-110-270-000-000	02/04/2025	436.14 436.14	436.14
82181	02/06/2025	CALIFORNIA BUILDING OFFICIALS	18356	2025 CALBO MEMBERSHIP DUES - LUIS GARDEA E 10-172-265-000-000	01/29/2025	260.00 260.00	260.00
82182	02/06/2025	DAPEER ROSENBLIT AND LITVAK	23953	DEC 2024 LEGAL FEES FOR MUNICIPAL CODE ENFORCEMENT MATTERS E 10-160-250-100-000	12/31/2024	157.50 157.50	157.50
82183	02/06/2025	DATA TICKET INC	172879	GRAND TERRACE - CODE ENFORCEMENT PROCESSING FOR NOV 2024 E 10-185-255-000-000	12/20/2024	236.47 236.47	298.97
			173265	GRAND TERRACE- STREET SWEEPING FOR NOV 2024 E 10-140-255-000-000	12/20/2024	62.50 62.50	
82184	02/06/2025	MARIE EPPS	02042025	REIMBURSEMENT - FOOD, LABELS, INK, AND DECORATIONS FOR CITY BIRTHDAY PARTY E 10-804-220-000-000	02/04/2025	616.53 616.53	616.53

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82185	02/06/2025	EZ SUNNYDAY LANDSCAPE	8382	JAN 2025 LANDSCAPING SERVICES - PARKS, CIVIC CENTER, CANAL STRIP, ORIOLE E 10-175-244-000-000 E 10-195-245-000-000 E 10-450-245-000-000 E 26-600-255-000-000 E 26-601-255-000-000	01/16/2025	80.00 200.00 3,585.00 150.00 80.00 <u>4,095.00</u>	
			8381	JAN 2025 LANDSCAPING SERVICES - TRACT 18070 JADEN E 26-605-255-000-000	01/16/2025	750.00 <u>750.00</u>	
			8380	JAN 2025 WEED ABATEMENT ON MIRADO DRAIN E 10-631-255-000-000	01/16/2025	750.00 <u>750.00</u>	
			8383	JAN 2025 RIGHT OF WAY LANDSCAPING BI MONTHLY MAINT E 10-175-244-000-000	01/16/2025	575.00 <u>575.00</u>	
			8379	JAN 2025 WEED ABATEMENT ON LA CADENA BETWEEN PALM AND LITTON E 10-175-244-000-000	01/16/2025	350.00 <u>350.00</u>	
							6,520.00
82186	02/06/2025	DIANA FONSECA	01302025	REFUND PARK RESERVATION DEPOSIT AND ADMIN FEES FOR CANCELLED RESERVATION R 10-450-01 B 23-515-22-00	01/30/2025	50.00 50.00 <u>100.00</u>	
							100.00

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82187	02/06/2025	FRUIT GROWERS SUPPLY	92507366	POWER OUTAGE - CHAINSAW CHAINS FOR TREE REMOVAL E 10-808-225-000-000	01/10/2025	196.47 196.47	196.47
82188	02/06/2025	GOODMAN AND ASSOCIATES	5988	JAN 2025 INTERIM CITY ENGINEER SERVICES E 10-175-250-020-000	02/03/2025	4,125.00 4,125.00	4,125.00
82189	02/06/2025	HARDY AND HARPER INC	50946	CIP 2024-25 STREET REHABILITATION PAY APP #2 E 46-900-321-000-000	01/14/2025	48,901.72 48,901.72	48,901.72
82190	02/06/2025	HDL COREN CONE	SIN046897	JAN-MAR 2025 PROPERTY TAX SERVICES E 10-140-250-000-000	01/28/2025	2,592.89 2,592.89	2,592.89
82191	02/06/2025	HDL SOFTWARE LLC	SIN046552	DEC 2024 BUSINESS LICENSE PROCESSING FEES AND RENEWALS E 10-140-250-000-000	12/31/2024	312.80 312.80	312.80

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82192	02/06/2025	HIGH DESERT GRAPHICS	53520	NAME BADGES FOR DAYSI ALCOCER,	01/07/2025		
				JULIA COOK-FIRNKOESS, AND			
				COUNCILMEMBERS			
				E 10-110-210-000-000		35.16	
			E 10-125-210-000-000	17.59			
			E 10-175-220-000-000	17.58			
				<u>70.33</u>			
			53562	NAME BADGE - MICHELLE SABINO	01/21/2025		
				E 10-110-210-000-000		29.54	
					<u>29.54</u>		
82193	02/06/2025	HOME DEPOT CREDIT SERVICE	2900799	TRENCHER RENTAL FOR BARTON RD	12/10/2024		99.87
				PROJECT			
			E 10-175-240-000-000	121.28			
				<u>121.28</u>			
			1273143	MAINTENANCE SUPPLIES FOR PARKS	12/11/2024		
				E 10-450-245-000-000		118.76	
				<u>118.76</u>			
			9272303	SUPPLIES FOR LIGHT UP GT	12/03/2024		
				E 62-120-220-000-000		90.26	
				<u>90.26</u>			
			8363503	LIGHTS AND CLEANING SUPPLIES	12/04/2024		
				E 10-175-210-000-000		16.80	
				E 10-450-245-000-000		24.61	
				E 62-120-220-000-000		19.45	
						<u>60.86</u>	
			82194	02/06/2025	WILLIAM HUSSEY	01292025	
POLICY COMMITTEE CONFERENCE							
E 10-110-270-000-000	415.96						
	<u>415.96</u>						
							415.96

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82195	02/06/2025	IGM TECHNOLOGY CORP	1919	MARCH 2025-26 BUDGET PLANNING SOFTWARE E 10-140-250-000-000	01/20/2025	19,845.00 19,845.00	19,845.00
82196	02/06/2025	INLAND BUSINESS FORMS	35953	BUSINESS CARDS - JESSICA LAMBARENA E 10-172-210-000-000	11/15/2024	69.50 69.50	
			35952	BUSINESS CARDS - LUIS GARDEA E 10-172-210-000-000	11/15/2024	69.11 69.11	
			36021	BUSINESS CARDS - MATT BROWN E 10-110-210-000-000	01/17/2025	69.11 69.11	
			36026	BUSINESS CARDS - NATALIE OROS E 10-175-210-000-000	01/17/2025	51.63 51.63	259.35
82197	02/06/2025	KONICA MINOLTA	46395781	JAN-FEB 2025 RENT FOR ADDITIONAL PHOTOCOPIER E 10-190-212-000-000	01/22/2025	156.18 156.18	156.18

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82198	02/06/2025	LINCOLN NATIONAL LIFE INSURANCE	LCLN FEB 2025	FEB 2025 LIFE/AD&D/DEP LIFE/WI/LTD B 10-022-66-00 E 10-120-142-000-000 E 10-125-142-000-000 E 10-140-142-000-000 E 10-172-142-000-000 E 10-175-142-000-000 E 10-185-142-000-000 E 10-370-142-000-000 E 10-450-142-000-000 E 16-175-142-000-000 E 52-400-142-000-000 E 65-425-142-000-000	02/01/2025	982.24 56.31 -11.47 49.10 23.86 36.83 8.82 27.48 21.18 14.09 2.16 8.22 <u>1,218.82</u>	1,218.82
82199	02/06/2025	LOMA LINDA HEAT AND AC INC	16306841	FY2024-25 Q2 A/C MAINTENANCE E 10-195-257-000-000	01/06/2025	<u>1,275.00</u> 1,275.00	1,275.00
82200	02/06/2025	MICHAEL BAKER INTERNATIONAL	1237442	DEC 2024 LHMP, SAFETY ELEMENT, EJ ELEMENT CONSULTING E 10-370-250-000-000	01/24/2025	<u>23,905.79</u> 23,905.79	
			1236286	DEC 2024 PROFESSIONAL SERVICES FOR VIVIENDA CARE FACILITY B 23-520-04-00	01/16/2025	<u>612.00</u> 612.00	
			1237071	DEC 2024 HOUSING ELEMENT CONSULTING SERVICES E 10-370-250-000-000	01/23/2025	<u>555.00</u> 555.00	25,072.79

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82201	02/06/2025	MIDAMERICA ADMIN RETIREMENT	PAYDATE	PAYDATE 01232025 ARS RETIREMENT	01/23/2025		
			01232025 ARS	B 10-022-68-00		351.99	
						<u>351.99</u>	
			PAYDATE	PAYDATE 12262024 ARS RETIREMENT	12/26/2024	328.64	
			12262024 ARS	B 10-022-68-00		<u>328.64</u>	
			PAYDATE	PAYDATE 12122024 ARS RETIREMENT	12/12/2024	290.30	
			12122024 ARS	B 10-022-68-00		<u>290.30</u>	
						290.30	
			PAYDATE	PAYDATE 01092025 ARS RETIREMENT	01/09/2025	212.85	
			01092025 ARS	B 10-022-68-00		<u>212.85</u>	
							1,183.78
82202	02/06/2025	MOORE IACOFANO GOLTSMAN INC	0089750	DEC 2024 PROFESSIONAL SERVICES FOR DUTCH BROS	01/23/2025		
				B 23-515-81-00		8,389.05	
						<u>8,389.05</u>	
			0088441	SEP 2024 PROFESSIONAL SERVICES FOR MAIN STREET RECYCLING	10/17/2024		
				B 23-515-84-00		5,018.75	
						<u>5,018.75</u>	
			0089748	DEC 2024 PROFESSIONAL SERVICES FOR MAIN STREET RECYCLING	01/23/2025		
				B 23-515-84-00		300.00	
						<u>300.00</u>	
							13,707.80

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82203	02/06/2025	ODP BUSINESS SOLUTIONS LLC	406553683001	FY2024-25 OFFICE SUPPLIES E 10-190-210-000-000	01/17/2025	71.62 <u>71.62</u>	71.62
82204	02/06/2025	PACIFIC PRODUCTS AND SERVICES	35387	REPLACEMENT SIGN POLES DUE TO HIGH WINDS E 10-175-244-000-000	01/24/2025	325.41 <u>325.41</u>	325.41
82205	02/06/2025	PAY PLUS SOLUTIONS INC	34328	FEB 2025 CALPERS INSIGHT E-TOOLS PAY PLUS SUBSCRIPTION E 10-140-255-000-000	02/01/2025	566.80 <u>566.80</u>	566.80
82206	02/06/2025	SARA POKRAJAC	01302025	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	01/30/2025	50.00 <u>50.00</u>	50.00
82207	02/06/2025	Q3 CONSULTING	34813	DEC 2024 STORM DRAIN MASTER PLAN DEVELOPMENT E 10-631-255-000-000	01/29/2025	5,940.00 <u>5,940.00</u>	5,940.00

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82208	02/06/2025	SHARON ROBERTSON	01302025	REFUND RESERVATION DEPOSIT FOR SENIOR CENTER 01/11/2025 B 23-515-22-00	01/30/2025	200.00 200.00	200.00
82209	02/06/2025	SB COUNTY SHERIFF	26091	FY2024-25 Q2 EMERGENCY DISPATCH SERVICE E 10-410-250-000-000	01/24/2025	4,982.50 4,982.50	4,982.50
82210	02/06/2025	SITEONE LANDSCAPE SUPPLY	149348898-001	IRRIGATION SUPPLIES FOR VETERAN'S FREEDOM PARK E 10-450-245-000-000	01/15/2025	416.21 416.21	416.21
82211	02/06/2025	SO CAL LOCKSMITH	66562	POWER OUTAGE - FACILITIES KEYS FOR STAFF E 10-808-225-000-000	01/23/2025	72.03 72.03	117.20
			66543	DOOR LOCK FOR FITNESS PARK RESTROOM E 10-450-245-000-000	01/17/2025	32.30 32.30	
			66558	KEYS FOR LIBRARY E 10-195-245-000-000	01/21/2025	12.87 12.87	
82212	02/06/2025	SOUTHERN NEVADA ICC	87137426	REGISTRATION - 2025 EDUCODE INTERNATIONAL - LUIS GARDEA E 10-172-268-000-000	12/29/2024	900.00 900.00	900.00

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82213	02/06/2025	SPARKLETTS	9637116 020125	JAN 2025 BOTTLED WATER SERVICES FOR CITY HALL & SENIOR CENTER E 10-190-238-000-000 E 10-805-238-000-000	02/01/2025	182.36 203.32 <u>385.68</u>	385.68
82214	02/06/2025	SUPERIOR BUILDING MAINTENANCE	10670	FEB 2025 JANITORIAL SERVICES FOR CIVIC CENTER, PARKS, AND SENIOR CENTER E 10-195-245-000-000 E 10-450-245-000-000 E 10-805-245-000-000	01/25/2025	1,922.00 2,885.00 784.00 <u>5,591.00</u>	
			10666	POWER OUTAGE: SERVICE CALL - LIBRARY AND SENIOR CENTER RESTROOMS E 10-808-225-000-000	01/07/2025	192.00 <u>192.00</u>	
			10667	POWER OUTAGE: SERVICE CALL - LIBRARY RESTROOMS E 10-808-225-000-000	01/25/2025	64.00 <u>64.00</u>	5,847.00
82215	02/06/2025	T MOBILE	JAN25 TMOBILE	DEC24-JAN25 BACKUP INTERNET SERVICE E 10-380-250-000-000	01/21/2025	33.15 <u>33.15</u>	33.15
82216	02/06/2025	TERMINIX	455666615	JAN 2025 GOPHER CONTROL FOR GRIFFIN PARK E 10-450-245-000-000	01/14/2025	189.00 <u>189.00</u>	
			455666672	JAN 2025 GOPHER CONTROL FOR RICHARD ROLLINS PARK E 10-450-245-000-000	01/14/2025	93.00 <u>93.00</u>	

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			455666621	JAN 2025 GOPHER CONTROL FOR DOG PARK E 10-450-245-000-000	01/14/2025	93.00 93.00	375.00
82217	02/06/2025	TIME WARNER CABLE	188753201 012125	CITY HALL INTERNET - CITY HALL - JAN-FEB 2025 E 10-190-238-000-000	01/21/2025	329.98 329.98	
			188753301 012125	RICHARD ROLLINS PARK INTERNET - JAN-FEB 2025 E 10-450-238-000-000	01/21/2025	329.98 329.98	
			188753001 012125	SR CENTER INTERNET - HSD3 - JAN-FEB 2025 E 10-805-238-000-000	01/21/2025	99.99 99.99	
			188753101 012125	CITY HALL CABLE - JAN-FEB 2025 E 10-190-238-000-000	01/21/2025	49.82 49.82	809.77
82218	02/06/2025	UNDERGROUND SERVICE ALERT	120250316	FEB 2025 MONTHLY DATABASE MAINTENANCE FEE E 16-900-220-000-000	02/01/2025	91.40 91.40	91.40
82219	02/06/2025	UNITED RENTALS	243195315-001	POWER OUTAGE - LIGHT TOWER RENTAL E 10-808-225-000-000	01/10/2025	259.60 259.60	259.60

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82220	02/20/2025	A STORAGE PLACE	03/01/2025 - B3334	MAR 2025 RENT FOR UNIT B3334 E 10-140-241-000-000	02/14/2025	422.00	
						<u>422.00</u>	
			03/01/2025 - B15	MAR 2025 RENT FOR UNIT B15 E 10-140-241-000-000	02/14/2025	210.00	
						<u>210.00</u>	
							632.00
82221	02/20/2025	AMERITAS LIFE INSURANCE CORP	FEB 2025	FEB 2025 EMPLOYEE PAID DENTAL INSURANCE B 10-022-70-00	02/01/2025	758.00	
						<u>758.00</u>	
							758.00
82222	02/20/2025	ANIMAL EMERGENCY CLINIC	575313	FEB 2025 EMERGENCY VETERINARY SERVICES FOR (1) DOG E 10-185-250-000-000	02/14/2025	400.00	
						<u>400.00</u>	
							400.00
82223	02/20/2025	ARROWHEAD CREDIT UNION	JAN2025 VISA	JAN-FEB 2025 VISA CHARGES E 10-808-225-000-000	02/02/2025	5,085.83	
						<u>5,085.83</u>	
							5,085.83
82224	02/20/2025	AT AND T	FEB 2025 AT&T	FEB 2025 AT&T E 10-190-235-000-000 E 10-450-235-000-000 E 10-805-235-000-000 E 10-808-235-000-000	02/01/2025	2,253.94	
						424.02	
						810.81	
						832.93	
						<u>4,321.70</u>	
							4,321.70

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82225	02/20/2025	ELIZABETH ATHEY	02142025	STUDENT INTERNSHIP 02/01/2025-02/14/2025 E 10-120-220-000-000	02/14/2025	66.00	
						66.00	
			01312025	STUDENT INTERNSHIP 01/18/2025-01/31/2025 E 10-120-220-000-000	01/31/2025	33.00	
						33.00	
							99.00
82226	02/20/2025	CHARTER COMMUNICATIONS	234703801 020125	CITY HALL ELEVATOR PHONE - FEB 2025 E 10-195-246-000-000	02/01/2025	39.99	
						39.99	
							39.99
82227	02/20/2025	PATTI COLLINS	02182025	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	02/18/2025	50.00	
						50.00	
							50.00
82228	02/20/2025	COLTON PUBLIC UTILITIES	OCT-NOV24 GT SEWER	OCT-NOV 2024 GT SEWER COMM E 10-190-238-000-000	01/30/2025	892.80	
						892.80	
							892.80
82229	02/20/2025	COMPUTERIZED EMBROIDERY CO INC	57345	EMBROIDERY OF CITY LOGO ON JACKETS FOR POWER OUTAGE E 10-808-225-000-000	01/31/2025	119.63	
						119.63	
							119.63

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82230	02/20/2025	COUNTY OF RIVERSIDE TLMA ADM	TL0000017589	DEC 2024 TRAFFIC SIGNAL MONITORING AT MAIN ST AND MICHIGAN ST E 10-175-246-000-000	02/10/2025	216.53	423.24
						216.53	
			TL0000017576	NOV 2024 TRAFFIC SIGNAL MONITORING AT MAIN ST AND MICHIGAN ST E 10-175-246-000-000	02/10/2025	206.71	
						206.71	
82231	02/20/2025	DATA TICKET INC	173955	GT CITATION PROCESSING FEES DEC 2024 E 10-140-255-000-000	01/29/2025	494.62	782.12
						494.62	
			174394	GRAND TERRACE - CODE ENFORCEMENT PROCESSING FOR DEC 2024 E 10-185-255-000-000	01/29/2025	225.00	
						225.00	
			174187	GRAND TERRACE- STREET SWEEPING FOR DEC 2024 E 10-140-255-000-000	01/29/2025	62.50	145.95
						62.50	
82232	02/20/2025	DENTAL HEALTH SERVICES	2492862	MAR 2025 EMPLOYEE PAID DENTAL INSURANCE B 10-022-70-00	02/16/2025	145.95	157.26
						145.95	
82233	02/20/2025	EYEMED FIDELITY SECURITY LIFE	166663203	FEB 2025 EMPLOYEE PAID VISION INSURANCE B 10-022-71-00	01/21/2025	157.26	157.26
						157.26	

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82234	02/20/2025	FAMILY SERVICE ASSOCIATION	12-2024-300405	DEC 2024 CDBG SR CENTER COORDINATOR E 22-425-312-000-000	01/01/2025	2,585.14 <u>2,585.14</u>	2,585.14
82235	02/20/2025	GRAINGER	9391504405	SUPPLIES FOR PAVEMENT MARKERS AT LA CADENA AND LITTON E 10-175-244-000-000	01/30/2025	159.12 <u>159.12</u>	159.12
82236	02/20/2025	GTHS TITANS WRESTLING BOOSTER	02062025	COMMUNITY BENEFIT FUND EXPENSE REIMBURSEMENT - WRESTLING TOURNAMENTS E 61-461-100-000-000	02/06/2025	2,000.00 <u>2,000.00</u>	2,000.00
82237	02/20/2025	HOME DEPOT CREDIT SERVICE	1031842	POWER OUTAGE - LIGHTING SUPPLIES AND GLOVES E 10-808-225-000-000	01/10/2025	837.07 <u>837.07</u>	
			2214179	POWER OUTAGE - ELECTRICAL SUPPLIES E 10-808-225-000-000	01/09/2025	200.45 <u>200.45</u>	
			8270200	POWER OUTAGE - PROPANE FOR HEATERS E 10-808-225-000-000	01/13/2025	143.29 <u>143.29</u>	
			905116	TOILET REPLACEMENT FOR LIBRARY E 10-195-245-000-000	01/21/2025	129.41 <u>129.41</u>	
			5270439	CLEANING SUPLIES FOR CONTAINER IN YARD E 10-190-210-000-000	01/16/2025	113.92 <u>113.92</u>	

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			713101	RESTROOM SUPPLIES, OFFICE SUPPLIES, AND MAINTENANCE SUPPLIES E 10-175-210-000-000 E 10-195-245-000-000 E 10-450-245-000-000	01/21/2025	11.35 34.67 47.57 <u>93.59</u>	
			2613944	POWER OUTAGE - LIGHTING SUPPLIES E 10-808-225-000-000	01/09/2025	52.33 <u>52.33</u>	
							1,570.06
82238	02/20/2025	WILLIAM HUSSEY	FEB 2025 BH HLTH	FEB 2025 BH HLTH REIMBURSEMENT E 10-110-142-000-000	02/06/2025	359.85 <u>359.85</u>	
							359.85
82239	02/20/2025	INLAND BUSINESS FORMS	36043	#10 WINDOW ENVELOPES E 10-190-210-000-000	01/31/2025	302.79 <u>302.79</u>	
							302.79
82240	02/20/2025	INTERWEST CONSULTING GROUP	1341375	JAN 2025 PROFESSIONAL SERVICES FOR GATEWAY SPECIFIC PLAN B 23-515-60-00	02/17/2025	5,802.50 <u>5,802.50</u>	
							5,802.50
82241	02/20/2025	KONICA MINOLTA	46443250	FEB-MAR 2025 RENT FOR (2) PHOTOCOPIERS E 10-190-212-000-000	02/02/2025	260.32 <u>260.32</u>	
							260.32

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CITY OF GRAND TERRACE
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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82242	02/20/2025	LINCOLN NATIONAL LIFE INSURANCE	LCLN MAR 2025	MAR 2025 LIFE/AD&D/DEP LIFE/WI/LTD B 10-022-66-00 E 10-120-142-000-000 E 10-125-142-000-000 E 10-140-142-000-000 E 10-172-142-000-000 E 10-175-142-000-000 E 10-185-142-000-000 E 10-370-142-000-000 E 10-450-142-000-000 E 16-175-142-000-000 E 52-400-142-000-000 E 65-425-142-000-000	03/01/2025	1,056.53 56.31 7.60 49.10 23.86 36.83 8.82 27.48 21.18 14.09 2.16 8.22 <u>1,312.18</u>	1,312.18
82243	02/20/2025	LYNN MERRILL AND ASSOCIATES	25-7	JAN 2025 NPDES SUPPORT SERVICES E 10-625-255-000-000	01/07/2025	94.38 <u>94.38</u>	94.38
82244	02/20/2025	MELISSA MENENDEZ	02112025	REFUND YARD SALE SIGN DEPOSIT FOR (2) YARD SALE SIGNS B 23-515-22-00	02/11/2025	20.00 <u>20.00</u>	20.00
82245	02/20/2025	MICHAEL BAKER INTERNATIONAL	1239409	JAN 2025 CONSULTING SERVICES FOR MARKS ARCHITECTURE B 23-515-79-00	02/14/2025	1,368.00 <u>1,368.00</u>	2,160.00
			1238857	JAN 2025 PROFESSIONAL SERVICES FOR VIVIENDA CARE FACILITY B 23-520-04-00	02/10/2025	792.00 <u>792.00</u>	

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82246	02/20/2025	SUGEILY NEWHOUSE	02182025	REFUND YARD SALE SIGN DEPOSIT FOR (2) YARD SALE SIGNS B 23-515-22-00	02/18/2025	20.00 <u>20.00</u>	20.00
82247	02/20/2025	ODP BUSINESS SOLUTIONS LLC	408759708001	FY2024-25 OFFICE SUPPLIES E 10-190-210-000-000	01/28/2025	118.28 <u>118.28</u>	118.28
82248	02/20/2025	ON SITE COMPUTING	54004370	WORKSTATION REPLACEMENTS FOR CITY HALL STAFF E 70-190-700-001-000	02/04/2025	18,608.34 <u>18,608.34</u>	
			54004434	(3) YEAR LICENSE FOR SOPHOS XGS 136G US FIREWALL ROUTER AND CLOUD MGMT E 10-380-249-000-000	02/18/2025	2,888.26 <u>2,888.26</u>	
			54004378	HEAT TREATMENT - UNINSTALL AND REINSTALL IT EQUIPMENT E 10-195-245-000-000	01/31/2025	1,014.00 <u>1,014.00</u>	
			54004369	POWER OUTAGE - BACKUP BATTERY INSTALLATION FOR SERVER ROOM E 10-808-225-000-000	02/04/2025	903.43 <u>903.43</u>	
			54004385	INTERNET PROBLEM INSPECTION AND RESOLUTION AT SENIOR CENTER E 10-805-245-000-000	02/11/2025	300.00 <u>300.00</u>	23,714.03

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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82249	02/20/2025	ABEL ORELLANO	916840	PILOT REPLACEMENT FOR STOVE AT SENIOR CENTER E 10-805-245-000-000	02/05/2025	120.00 120.00	120.00
82250	02/20/2025	KYUNG POMFRET	02182025	REFUND RESERVATION DEPOSIT FOR SENIOR CENTER 02/08/2025 B 23-515-22-00	02/18/2025	200.00 200.00	200.00
82251	02/20/2025	QUADIENT LEASING USA INC	Q1727817	JAN-MAR25 POSTAGE METER LEASE E 10-190-211-000-000	02/08/2025	967.55 967.55	967.55
82252	02/20/2025	RIVERSIDE HIGHLAND WATER CO	DEC24-JAN25 RHWC	11/19/2024-01/23/2025 RIVERSIDE HIGHLAND WATER CO B 10-015-60-00 E 10-175-238-000-000 E 10-190-238-000-000 E 10-450-238-000-000 E 10-805-238-000-000 E 26-600-239-000-000 E 26-601-239-000-000 E 26-605-238-000-000	02/05/2025	69.20 358.87 1,247.71 6,273.18 3,240.20 1,759.95 239.39 306.54 13,495.04	13,495.04

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82253	02/20/2025	SB COUNTY SHERIFF	26126	FEB 2025 LAW ENFORCEMENT SERVICES	02/04/2025		
				E 10-410-255-000-000		3,083.00	
				E 10-410-256-000-000		193,177.00	
				E 14-411-256-000-000		15,416.00	
						<u>211,676.00</u>	
			25920	FY2024-25 Q1 GT PROACTIVE PATROL	11/26/2024		
				E 10-410-250-000-000		36,230.10	
						<u>36,230.10</u>	247,906.10
82254	02/20/2025	SCA OF CA LLC	110601CS	JAN 2025 STREET SWEEPING SERVICES	01/27/2025		
				E 16-900-254-000-000		5,854.50	
						<u>5,854.50</u>	
			110670CS	SPECIAL SWEEP - TREES AND BRANCHES FROM HIGH WINDS	01/31/2025		
				E 16-900-254-000-000		1,131.00	
						<u>1,131.00</u>	6,985.50
82255	02/20/2025	SO CAL LOCKSMITH	66715	KEYS FOR SENIOR CENTER	01/30/2025		
				E 10-805-245-000-000		36.91	
						<u>36.91</u>	
			66760	KEYS FOR VETERAN'S FREEDOM PARK RESTROOM	02/12/2025		
				E 10-450-245-000-000		9.77	
						<u>9.77</u>	46.68
82256	02/20/2025	SPARKLETTS	16179154 020825	02/08/2025 WATER FILTRATION SYSTEM RENTAL	02/08/2025		
				E 10-190-238-000-000		61.59	
						<u>61.59</u>	61.59

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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
82257	02/20/2025	ST FRANCIS ELECTRIC	22147765	JAN 2025 RESPONSE TRAFFIC SIGNAL MAINTENANCE E 16-510-255-000-000	01/31/2025	3,750.00 <u>3,750.00</u>	
			22147764	JAN 2025 ROUTINE TRAFFIC SIGNAL MAINTENANCE E 16-510-255-000-000	01/31/2025	557.55 <u>557.55</u>	4,307.55
82258	02/20/2025	STILES ANIMAL REMOVAL INC	5131	JAN 2025 DONKEY REMOVAL E 10-185-250-000-000	02/03/2025	280.00 <u>280.00</u>	280.00
82259	02/20/2025	TEAMSTERS LOCAL 1932	043	MAR 2025 EMPLOYEE PAID MEMBERSHIP DUES B 10-022-72-00	02/13/2025	520.14 <u>520.14</u>	520.14
82260	02/20/2025	TERMINIX	456165352	JAN 2025 GOPHER CONTROL FOR PICO PARK E 10-450-245-000-000	01/14/2025	158.00 <u>158.00</u>	
			455948040	JAN 2025 PEST CONTROL SERVICES - CITY HALL E 10-195-245-000-000	01/24/2025	128.00 <u>128.00</u>	
			455948050	JAN 2025 PEST CONTROL SVCS FOR SENIOR CENTER E 10-805-245-000-000	01/24/2025	124.00 <u>124.00</u>	410.00

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82261	02/20/2025	THE ACADEMY OF CHAMPIONS	02072025	COMMUNITY BENEFIT FUND EXPENSE REIMBURSEMENT - FIGURE SKATING E 61-461-100-000-000	02/07/2025	2,000.00 <u>2,000.00</u>	2,000.00
82262	02/20/2025	TARRAH TOKISHI	02182025	REFUND RESERVATION DEPOSIT FOR SENIOR CENTER 01/25/2025 B 23-515-22-00	02/18/2025	200.00 <u>200.00</u>	200.00
82263	02/20/2025	VORTEX INDUSTRIES, LLC	05-1777512	REPAIRS TO GATE TO MAINTENANCE YARD E 10-195-245-000-000	01/31/2025	2,417.70 <u>2,417.70</u>	2,417.70
82264	02/20/2025	WEST COAST ARBORISTS INC	224999	JAN 2025 CITYWIDE TREE INVENTORY AND ARBORIST SERVICES E 20-100-245-000-000	01/31/2025	12,346.00 <u>12,346.00</u>	13,382.00
			224998	TREE AND STUMP REMOVAL ON FINCH ST E 10-175-245-000-000	01/31/2025	668.00 <u>668.00</u>	
			224996	PALM TREE PRUNE AND SKINNING ON MT VERNON E 10-175-245-000-000	01/31/2025	368.00 <u>368.00</u>	

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82265	02/20/2025	WILLDAN	00421285	DEC 2024 CIP 2024-25 INSPECTION SERVICES E 46-900-321-000-000	01/31/2025	13,396.50	
						13,396.50	
			002-34084	JAN 2025 PLAN CHECK/ INSPECTION SVCS FOR BUILDING & SAFETY E 10-172-250-100-000	02/05/2025	1,695.00	
						1,695.00	
			002-34085	JAN 2025 PLAN CHECKING SERVICES B 23-510-69-00 B 23-515-79-00 B 23-515-97-00	02/05/2025	270.00 270.00 675.00	
						1,215.00	
							16,306.50
370609	02/06/2025	SO CA GAS COMPANY	JAN 2025 GAS SERVICE	JAN 2025 GAS SERVICE E 10-190-238-000-000 E 10-805-238-000-000	02/06/2025	649.79 302.42	
						952.21	
							952.21
2132025	02/13/2025	WEX BANK	102730401	JAN-FEB 2025 VEHICLE FUEL CHEVRON E 10-172-272-000-000 E 10-175-272-000-000 E 10-185-272-000-000 E 10-808-225-000-000	02/06/2025	146.00 1,440.77 136.59 411.67	
						2,135.03	
							2,135.03
17769661	02/03/2025	PUBLIC EMPLOYEES RETIREMENT	PAYDTE 01232025 PERS	RETIREMENT CONTRIBUTIONS FOR PAY DATE 01/23/2025 B 10-022-62-00	01/23/2025	11,802.58	
						11,802.58	
							11,802.58

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17800716	02/03/2025	CA PUB EMPLOYEES RETIRE SYSTEM	02012025 HPERS	FEB 2025 PERS HEALTH INSURANCE ACH 1002832145 B 10-022-61-00 E 10-120-142-000-000 E 10-125-142-000-000 E 10-140-142-000-000 E 10-172-142-000-000 E 10-175-142-000-000 E 10-185-142-000-000 E 10-190-142-000-000 E 10-370-142-000-000 E 10-450-142-000-000 E 16-175-142-000-000 E 65-425-142-000-000	02/01/2025	3,278.13 3,180.58 830.81 2,590.74 1,858.24 4,088.14 1,759.93 5,978.09 830.80 2,229.89 1,114.95 830.80 28,571.10	28,571.10
17815573	02/03/2025	CALPERS 457 PLAN	PAYDATE 01232025 457	EFT PAYMENT CALPERS ACH CONFIRM #1002832425 B 10-022-63-00 B 10-022-64-00	01/23/2025	2,195.00 497.66 2,692.66	2,692.66
23472088	02/04/2025	SO CA EDISON COMPANY	JAN 2025 EDISON	JAN 2025 EDISON E 10-175-238-000-000 E 10-190-238-000-000 E 10-450-238-000-000 E 16-510-238-000-000 E 26-600-238-000-000 E 26-601-238-000-000 E 26-602-238-000-000 E 26-603-238-000-000 E 26-604-238-000-000 E 26-605-238-000-000 E 65-425-700-000-000	02/01/2025	96.06 4,502.22 4,203.12 7,879.51 77.44 62.92 87.12 14.52 68.56 55.17 85.00 17,131.64	17,131.64

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747347125	02/10/2025	US BANK	JAN2025 CAL CARD	JAN-FEB 2025 CAL CARD CHARGES	02/06/2025		
				E 10-110-210-000-000 OFFICE SUPPLIES		132.98	
				E 10-110-220-000-000 MTRLS & SUPPLIES		54.37	
				E 10-110-270-000-000 CONFERENCE		1,181.02	
				E 10-120-210-000-000 OFFICE SUPPLIES		173.55	
				E 10-120-220-000-000 MTRLS & SUPPLIES		152.25	
				E 10-120-270-000-000 CONFERENCE		48.50	
				E 10-125-210-000-000 OFFICE SUPPLIES		225.65	
				E 10-125-270-000-000 CONFERENCE		848.83	
				E 10-140-210-000-000 OFFICE SUPPLIES		533.85	
				E 10-172-210-000-000 OFFICE SUPPLIES		45.28	
				E 10-172-218-000-000 MTRLS & SUPPLIES		141.36	
				E 10-172-235-000-000 MTRLS & SUPPLIES		138.88	
				E 10-172-272-000-000 VEHICLE MAINT		55.98	
				E 10-175-210-000-000 OFFICE SUPPLIES		237.90	
				E 10-175-218-000-000 MTRLS & SUPPLIES		16.14	
				E 10-175-272-000-000 VEHICLE MAINT		1,358.52	
				E 10-175-701-000-000 MTRLS & SUPPLIES		902.63	
				E 10-185-210-000-000 OFFICE SUPPLIES		198.33	
				E 10-185-218-000-000 MTRLS & SUPPLIES		156.28	
				E 10-185-220-000-000 MTRLS & SUPPLIES		299.11	
				E 10-185-250-000-000 MTRLS & SUPPLIES		240.00	
				E 10-185-265-000-000 MEMBERSHIP/DUES		100.00	
				E 10-185-272-000-000 VEHICLE MAINT		1,926.14	
				E 10-190-210-000-000 OFFICE SUPPLIES		65.48	
				E 10-190-220-000-000 MTRLS & SUPPLIES		50.00	
				E 10-190-272-000-000 VEHICLE MAINT		52.72	
				E 10-195-245-000-000 MTRLS & SUPPLIES		677.49	
				E 10-370-210-000-000 OFFICE SUPPLIES		19.37	
				E 10-370-270-000-000 CONFERENCE		1,666.00	
				E 10-450-245-000-000 MTRLS & SUPPLIES		77.16	
				E 10-805-245-000-000 MTRLS & SUPPLIES		40.81	
				E 10-808-210-000-000 OFFICE SUPPLIES		7.53	
				E 10-808-225-000-000 POWER OUTAGE		15,640.10	
						27,464.21	
						Total Checks:	<u>27,464.21</u> 619,348.06

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IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 37202, I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE AFORE LISTED CHECKS FOR PAYMENT OF CITY LIABILITIES HAVE BEEN AUDITED BY ME AND ARE ACCURATE, NECESSARY AND APPROPRIATE EXPENDITURES FOR THE OPERATION OF THE CITY. I FURTHER CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE CITY HAS AVAILABLE FUNDS FOR PAYMENT THEREOF.

Christine Clayton

Christine Clayton, Finance Director
City of Grand Terrace



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AGENDA REPORT

MEETING DATE: March 11, 2025

TITLE: Professional Services Agreement Between the City of Grand Terrace and Benson Productions for Videographer Services

PRESENTED BY: Konrad Bolowich, City Manager

RECOMMENDATION: 1. Approve the Professional Services Agreement Amendment No. 1 with Benson Productions for Videographer Services for a term of one (1) year at a maximum cost of \$15,000; and
2. Authorize the Mayor to execute the Agreement subject to the City Attorney's approval as to form.

2030 VISION STATEMENT:

This staff report supports our Core Values: Positive and Productive Work Environment and Exceptional Customer Service by providing clear airings and recordings of the City's public meetings.

BACKGROUND:

Since 2002, City Council meetings have been videotaped, kept for approximately 90 days and have been used for minute preparation. As technology progressed, the City established a Public, Education and Governmental (PEG) Access channel to use for local government programming and would transfer the videotaped meeting into a format that could be displayed on the City's PEG Channel, Channel 3. In 2012, the City added an online agenda packet and minutes software (MinuteTraq) which included livestreaming of City Council meetings on the City's website. Soon after, Planning Commission meetings were also aired and taped. In 2017, the Council Chambers were upgraded to more modern audio and video equipment to provide citizens with the ability to watch City Council meetings not only through the City's website but also on Channel 3. Recently, in 2024, the city switched over to a new agenda management software system where livestreaming is also included and available through a public portal on the city's website.

DISCUSSION:

In the past years, the City has been able to use Benson Productions and received excellent footage (photography and video) of the following events:

- Blue Mountain Hike (March)
- Community Day (June)
- Trunk or Treat (October)
- Light Up Grand Terrace (December)

As well as photographing elected officials.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

The expenditures will be coded to account 67-380-250-000-000 and are included within the budget.

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND BENSON PRODUCTIONS**

This AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF GRAND TERRACE AND BENSON PRODUCTIONS (“Amendment No. 1”) by and between the City of Grand Terrace, a California municipal corporation (“City”) and Allen James Benson, a sole proprietorship doing business as Benson Productions, a sole proprietorship (“Consultant”) is effective as of the 11th day of March 2025.

RECITALS

A. On March 10, 2020, the City and Consultant entered into an Agreement for Contract Services (“Agreement”) for Consultant to provide videographer services to the City, as more specified in Exhibit “A” to the Agreement for a term of one (1) year and a total not to exceed contract sum of \$80,000.

B. The parties now desire to amend the contract to extend the term of the Agreement an additional one (1) year, account for a change in cost to services, and increase the total contract sum to a not to exceed amount of \$155,000 for the term extension.

TERMS

1. Contract Amendments. The Agreement is amended as provided herein:

1.1 Section 2.1 Contract Sum is hereby amended in its entirety and shall now read as follows:

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One-Hundred and Fifty-Five Thousand Dollars (\$155,000) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.

1.2 Section 3.4 Term is hereby amended in its entirety and shall now read as follows:

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ten (10) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

1.3 Exhibit “C” Schedule of Compensation is hereby amended and replaced in its entirety with Exhibit “C”, attached hereto.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement, as amended by Amendment No. 1, shall remain unchanged and

in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. 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 the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

City of Grand Terrace, a municipal corporation

Bill Hussey, Mayor

ATTEST:

Daysi Alcocer, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

Allen James Benson, a sole proprietorship
doing business as Benson Productions

By: _____

Name: Allen James Benson

Title: Owner

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 SAN BERNARDINO

On _____, 2025 before me, _____, personally appeared _____, 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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED
ABOVE

CALIFORNIA ALL-PURPOSE 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 SAN BERNARDINO

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED
ABOVE

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following hourly rates, annually, and subject to the following sub-budgets:

		HOURLY RATE	TIME	SUB-BUDGET
A.	City Meetings pursuant to Section I(A) and Section I(B) of Exhibit "A"	\$100.00	120 hours	\$12,000.00
B.	Special Events	\$120.00	25 hours	\$3,000.00

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$155,000 for the full term as provided in Section 2.1 of this Agreement and shall not exceed \$15,000 in any remaining years of the term.



AGENDA REPORT

MEETING DATE: March 11, 2025

TITLE: Removal of Deceased Animals from Private Property

PRESENTED BY: Konrad Bolowich, City Manager

RECOMMENDATION: **ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ESTABLISHING A DECEASED PET REMOVAL SERVICE AND ASSOCIATED FEES**

2030 VISION STATEMENT:

This staff report supports Goal #1, Ensure Appropriate Cost Recovery for Services

This staff report supports Goal #2, Maintain Public Safety

BACKGROUND:

Increasing concerns have arisen regarding the disposition of deceased pets on private properties, as they may pose public health risks and attract unwanted pests. Currently, the City does not provide a formal service to remove deceased pets, leaving residents to manage these situations independently.

DISCUSSION:

Pursuant to the City's police power authority set forth in Cal. Const. Art. XI, Section 7, the City Council is authorized to make and enforce all rules and regulations to protect the public's health, safety, and welfare within the City of Grand Terrace. This includes the authority to impose fees related to waste management, including the removal of dead animals, subject to certain state law requirements. The City Council is also authorized to set charges and fees for waste management services, including special waste like dead animals, pursuant to California Public Resources Code section 40059, provided that these fees align with the City's police power to regulate public health and safety. The case of *Simpson v. City of Los Angeles* (1953) 40 Cal.2d 271 supports the City's ability to regulate animal disposal and charge fees for animal removal services.

In implementing the Deceased Pet Removal Service, the City will adhere to all relevant state laws regarding the disposal of animal waste, including the requirements set forth in California Code of Regulations, Title 3, Section 1180.48, and Title 14, Section 18990.1, to ensure compliance with state waste management policies.

Staff conducted a brief survey of surrounding communities to assess existing service levels. The findings indicate that all neighboring jurisdictions remove deceased, stray, or wild animals from private properties. Most jurisdictions, with the exception of Riverside County, charge a fee for removing deceased pets from private properties, ranging from \$70 to \$90. Additionally, deceased animals are accepted for a fee of \$25 to \$40.

Based on the analysis, the regional standard appears to be as follows:

- Removal of deceased stray or wild animals: no fee.
- Removal of deceased pets (dogs and cats): approximately \$85 fee.

- Acceptance of deceased animals: approximately \$35 fee.

Based on this information, it is recommended that the Council direct staff to:

- Offer pet removal services from private properties for a reasonable fee, ensuring the service is accessible to all residents.
- Develop clear protocols for service requests, scheduling, removal, and disposal, and draft the necessary legal waivers and service agreements.
- Complete a cost analysis and finalize fee structures to ensure the service is both sustainable and cost-effective.

By charging residents a fee for the removal of deceased pets, while not charging a fee for the removal of stray or wild animals, the City can ensure the safe and timely disposal of these animals, while also recovering the costs of providing this essential public service. The City Manager, or their designee, will oversee the implementation of the deceased pet removal service, including public outreach and education about the new service.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

To be determined. Costs will include labor, equipment, training, disposal fees, and administrative overhead.

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ESTABLISHING A DECEASED PET REMOVAL SERVICE AND ASSOCIATED FEES.

WHEREAS, the City of Grand Terrace recognizes the growing concerns related to the proper disposal of deceased pets on private properties, including potential public health risks and the attraction of pests; and

WHEREAS, the City currently does not provide a formal deceased pet removal service, leaving residents responsible for handling such situations independently; and

WHEREAS, the City has the authority to establish and impose fees for the removal of dead animals under its police power, as granted by the California Constitution (Cal. Const., art. XI, § 7), and local regulations that govern waste management and public health; and

WHEREAS, California Public Resources Code § 40059 authorizes local governments to determine charges and fees for waste management services, including special waste such as dead animals, and such fees are consistent with the City's police power to regulate public health and safety; and

WHEREAS, the City's authority to impose such fees is further supported by case law, including *Simpson v. City of Los Angeles* (1953) 40 Cal.2d 271, which affirms that cities can regulate the disposition of animals and charge fees for services related to animal removal; and

WHEREAS, the City recognizes the importance of complying with state laws related to the disposal of animal waste, including the requirements set forth in the California Code of Regulations, Title 3, Section 1180.48, and Title 14, Section 18990.1, to ensure that animal disposal methods align with state waste management policies; and

WHEREAS, a survey of surrounding communities has indicated that the removal of deceased stray or wild animals is generally offered at no cost, while the removal of deceased pets (e.g., dogs and cats) from private properties is subject to a fee, typically around \$85, with deceased animal acceptance fees averaging \$35; and

WHEREAS, it is in the best interest of the public to provide a structured and accessible deceased pet removal service to ensure sanitary and humane disposal practices; and

WHEREAS, based on this authority, the City has determined that imposing a fee for the removal of dead animals will help ensure the safe and timely disposal of such animals while recovering the costs of providing this essential public service.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE
HEREBY RESOLVES AS FOLLOWS:**

SECTION 1. Deceased Pet Removal Service. The City Council of the City of Grand Terrace hereby establishes a Deceased Pet Removal Service:

1. The City shall offer a service for the removal of deceased pets (e.g., dogs and cats) from private properties for a fee, ensuring accessibility for all residents.

SECTION 2. Fee Structure Policy. The City shall conduct a cost analysis to finalize the following fees:

1. Removal of deceased stray or wild animals: No fee.
2. Removal of deceased pets (e.g., dogs and cats) from private properties: Approximately \$85 fee.
3. Acceptance of deceased animals at designated facilities: Approximately \$35 fee.

Fees shall be reviewed and adjusted as part of the City's regular fee updates to ensure sustainability and cost recovery.

SECTION 3. Fiscal Considerations. The City shall assess and allocate necessary resources to cover labor, equipment, training, disposal fees, and administrative overhead while ensuring that the service remains sustainable and cost-effective.

SECTION 4. Service Protocols. The City shall develop clear protocols for:

1. Service request submission;
2. Scheduling and response times; and
3. Safe and humane removal and disposal practices in accordance with state law.

Necessary legal waivers and service agreements to be executed by the requesting party.

SECTION 5. Implementation. The City Manager or designee shall oversee the implementation of the deceased pet removal service, including public outreach and education regarding the new service.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution, and it shall take effect immediately.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace, California, at a regular meeting held on the 11th day of March 2025.

Bill Hussey, Mayor

ATTEST:

Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney



AGENDA REPORT

MEETING DATE: March 11, 2025

TITLE: Second Reading and Adoption of Ordinance No. 365 to amend section 6.08.010 (dog license– required) of Title 6 (animals) of the Grand Terrace Municipal Code, which amends the city's animal licensing and vaccination regulations

PRESENTED BY: Konrad Bolowich, City Manager

RECOMMENDATION: **Direct the City Attorney to read by title only with further reading waived, and adopt "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE AMENDING SECTION 6.08.010 (DOG LICENSE– REQUIRED) OF TITLE 6 (ANIMALS) OF THE GRAND TERRACE MUNICIPAL CODE, WHICH AMENDS THE CITY'S ANIMAL LICENSING AND VACCINATION REGULATIONS"**

2030 VISION STATEMENT:

This staff report supports Goal #2, Maintain Public Safety

BACKGROUND:

Chapter 6.08 of Title 6 of the Grand Terrace Municipal Code establishes animal licensing and vaccination rules and regulations; and the City is responsible for regulating and controlling animals within its boundaries. As part of this responsibility, the City desires to ensure the safe and responsible care, keeping and management of animals within the City's boundaries. Microchipping is a simple, safe procedure that offers long-lasting benefits and acts as a permanent form of ID that stays with the dog for life, even if collars or tags are lost or removed. The procedure is quick and similar to getting a vaccination. The microchip is inserted under the skin with a small needle, and most dogs experience only a minor pinch. Microchips are made of materials that are inert and designed to be compatible with your dog's body, reducing the risk of adverse reactions. Microchips have been used safely in pets for decades.

DISCUSSION:

In situations such as accidental escapes or natural disasters, a microchip can be crucial for quickly identifying and recovering the pet. Microchipping increases recovery chances by linking the pet to the owner's contact information. Microchipping significantly increases the likelihood of a safe return, increasing chances for repatriation. Rapid repatriation reduces stress on the animal and reduces costs to the owner and the City for sheltering. Ultimately, repatriation will save the animals' lives.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

No immediate impact. May reduce sheltering costs over time

ORDINANCE NO. 365

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE AMENDING SECTION 6.08.010 (DOG LICENSE– REQUIRED) OF TITLE 6 (ANIMALS) OF THE GRAND TERRACE MUNICIPAL CODE, WHICH AMENDS THE CITY’S ANIMAL LICENSING AND VACCINATION REGULATIONS

WHEREAS, the City of Grand Terrace (the “City”) has adopted Chapter 6.08 of Title 6 of the Grand Terrace Municipal Code establishing animal licensing and vaccination rules and regulations; and

WHEREAS, the City is authorized, pursuant to its police power (Cal. Const. Art. 11, § 7), to regulate and control animals within its boundaries; and

WHEREAS, the City desires to ensure the safe and responsible care, keeping and management of animals within the City’s boundaries; and

WHEREAS, California Health and Safety Code section 121695 states that a local entity's authority to regulate and control dogs within its boundaries should be construed broadly, such that the City may enact more stringent requirements than are mandated under state law; and

WHEREAS, the City Council (the “City Council”) of the City wishes to adopt certain regulations in order to implement a mandatory microchipping program for dogs within the City, in order to help protect the health, safety, and general welfare of the residents of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRAND TERRACE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated herein by this reference.

SECTION 2. Section 6.08.010 (Dog license - Required) of Chapter 6.08 (Animal Licensing and Vaccination) of Title 6 (Animals) of the Grand Terrace Municipal Code is hereby amended and shall now read in its entirety as follows:

6.08.010 Dog license and microchip—Required.

- A. Every resident in the City who owns, has an interest in, houses, harbors and feeds, and/or has the care, charge, custody or possession of a dog four months of age or over, and whether such dog is confined or not, shall obtain a dog license from the City for such a dog.
- B. Each dog shall have a current rabies vaccination as evidenced by a valid rabies vaccination certificate issued by the veterinarian who performed the vaccination as a

prerequisite to licensing; provided, that a rabies vaccination certificate shall not be required if the license is obtained at the time the dog is vaccinated at a City or County low-cost clinic.

- C. Each dog subject to licensing under this section shall be implanted with a registered microchip as a prerequisite to obtaining a City dog license. The owner is required to provide proof of microchip implantation, including the registered microchip number with the resident listed as the primary owner of the dog, to the City at the time of licensing and shall notify the City of any change of ownership, change of address or telephone number associated with the dog. This section does not require a dog to be microchipped if a licensed veterinarian certifies in writing that the dog is medically unfit for the microchipping procedure because the dog has a physical condition that would be substantially aggravated by the procedure.
- D. While a dog is being used as a guard dog within the City, it must have a dog license from the City and the license tag must be securely fixed to the dog's collar regardless of where the owner resides and whether a license has been obtained for that jurisdiction.

SECTION 3. Except as otherwise amended herein, the remainder of Chapter 6.08 (Animal Licensing and Vaccination) of Title 6 (Animals) of the Grand Terrace Municipal Code shall remain unchanged and in full effect.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentences, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 5. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption. The City Council hereby authorizes and directs the Mayor and the City Clerk to execute this Ordinance on behalf of the City of Grand Terrace forthwith upon its adoption

PASSED, APPROVED AND ADOPTED by the City Council of the City of Grand Terrace at a regular meeting held on the 11th day of February 11, 2025.

Bill Hussey
Mayor

ATTEST:

Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney



AGENDA REPORT

MEETING DATE: March 11, 2025

TITLE: Acceptance of CIP 2024-25 Street Rehabilitation Project and Approval of Change Order #1

PRESENTED BY: Kamran Dadbeh, City Engineer

RECOMMENDATION:

1. Approve additional appropriations and Change Order #1 to the Goodman & Associates contract for \$19,500 for the FY 2024-25 Street Rehabilitation Project.
2. Accept the 2024-25 Street Rehabilitation Project in the amount of \$760,422.70 and approve additional appropriations for the final payment of \$38,021.14 to Hardy & Harper, Inc.
3. Direct staff to file and record the Notice of Completion for the 2024-25 Street Rehabilitation Project.

2030 VISION STATEMENT:

This staff report supports Goal #2 "Maintain Public Safety" by investing in critical infrastructure improvements.

BACKGROUND:

On September 10, 2024, the City Council awarded a contract to Hardy & Harper for the 2024-25 Street Rehabilitation Project.

DISCUSSION:

Prior to the start of work for the FY 2024-25 Street Rehabilitation Project, a storm drain line on Mt. Vernon just north of Barton Road was found to be in conflict with the project, requiring redesign and reconstruction. To avoid repaving that section of the roadway, staff collaborated with the Design Engineer and contractor to swap that section with an equal section on the south side of Barton Road. The revised plan would pave Mt. Vernon from Barton Road to Main Street. This change necessitated a change order and additional appropriations in the amount of \$19,500 for the Design Engineer to prepare plans for the additional section of Mt. Vernon.

The work for FY 2024-25 was successfully completed in January 2025. Staff recommends that the City Council accept the 2024-25 Street Rehabilitation Project, approve the final payment and additional appropriations, and authorize the filing and recording of the Notice of Completion for the project. The City Clerk will release the Labor and Materials Bond and the Faithful Performance Bond after the expiration of the required lien period.

ENVIRONMENTAL IMPACT:

The 2024 Street Rehabilitation Project will improve road conditions while minimizing environmental

impact through sustainable construction practices and compliance with all environmental regulations.

FISCAL IMPACT:

The total for the project is \$840,125. Funding for the project was sourced from RMRA, Gas Tax, Measure I, and reserves.

Expenditure accounts allowed for this project:

46-900-321-000-000	Capital Projects - Street Improvements
--------------------	--

CITY OF Grand Terrace

Contract Change Order No. 1 Sheet 1 of 1

Project: Pavement Rehabilitation, Project 2024-25

Contractor: Goodman & Associates

You are hereby directed to make the following changes, described below, from the Plans and Specifications; or to do the following work, described below, which was not included in the Plans and Specifications on this Contract.

NOTE: THIS CHANGE ORDER IS NOT EFFECTIVE UNTIL APPROVED BY THE CITY.

1.	Revise plans for Street Rehab Project 2024-25 per attached proposal	\$ 19,500
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By reason of this Change Order, the time of completion, as stated in the Contract, will be adjusted as follows: 10 days

Total Cost Increase	\$	\$19,500	Decrease	\$
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Original Contract	<u>\$ 35,000</u>
Change Order #1	<u>\$ 19,500</u>
Revised Contract	<u>\$ 54,500</u>

Purchase Order #
Account # 46-900-321

Requested and Submitted By: Kamran Dadbeh, City Engineer Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree that if this Change Order is approved, we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified above; and we will accept as full payment therefore the prices shown above.

Accepted by: _____ Date: _____

Title: President Contractor: Goodman & Associates

Approved by: _____ Date: _____
City Manager

Attachment:

Goodman & ASSOCIATES

November 20, 2024

Kamran Dadbeh
22795 Barton Road
Grand Terrace, CA 92313
(emailed)

Subject: Proposal for Engineering services (additional scope)

Project: Pavement re-hab project (Project 2024-25 revised)

Dear Kamran,

Per your request we offer the following proposal for an additional scope of services based on our discussions:

Additional Scope of Services

1. Street Improvement Plans – pavement rehabilitation
 - a. Plan View only (two additional sheets)
 - i. Mt. Vernon from Main Street to Van Buren Street
 - b. Striping/re-striping Plans (two additional sheets)
 - i. Mt. Vernon from Main Street to Van Buren Street
2. Revise Estimate of Quantities
3. Revise approved drawings (existing set is 7 sheets, new set is 11 sheets)
 - a. Edit sheets as necessary, identify changes in revision box
 - i. Sheet one, project index and limits, update estimate of quantities
 - ii. All sheet numbers, sheet references
 - iii. Label work shown north of Barton Road as "Not in Contract"
4. Listing of sidewalk R&R or grinding (coordination with City)
5. Support to City Engineer (coordination of change order with contractor)

Fee - \$19,500

We understand the urgency of completing the additional scope of work due to the contractor's schedule commitments. We will work overtime as necessary to complete the scope of work as soon as possible. Item 1 listed above will be delivered as first priority and followed by the remaining items.

Regards,

GOODMAN & ASSOCIATES

DL Goodman

Douglas L. Goodman

RECORDING REQUESTED BY
Daysi Alcocer, City Clerk
AND WHEN RECORDED MAIL TO:

NAME City of Grand Terrace

STREET ADDRESS 22795 Barton Road

CITY, STATE & ZIP CODE Grand Terrace, CA 92313

TITLE ORDER NO.

ESCROW NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

APN# Not Applicable

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

The undersigned is OWNER or AGENT OF THE OWNER of the interest or estate stated below in the property hereinafter described.

The full NAME of the OWNER is City of Grand Terrace
The ADDRESS of the OWNER is 22795 Barton Road, Grand Terrace CA 92313
The NATURE OF THE INTEREST or estate of the undersigned is _____
(e.g. fee, leasehold, joint tenancy, vendee under a contract of purchase, etc.)

A work of improvement on the property hereinafter described was COMPLETED on January 2025
The work of improvement completed is described as Capital Improvement Project (CIP 2024-25)

The name of the original contractor, if any, for such work of improvement was:
Hardy & Harper, Inc., 32 Rancho Cir, Lake Forest, CA 92610
The property on which said work of improvement was completed is in the City of Grand Terrace,
County of San Bernardino, State of California, and is DESCRIBED AS FOLLOWS:
Various streets throughout the City of Grand Terrace, California

The street address of said property is NA
(if applicable)
Signature of Owner or Agent of Owner
Konrad Bolowich, City Manager

Dated: February 25, 2025

* There are various types of deed forms depending on each person's legal status. Before you use this form you may want to consult an attorney if you have questions concerning which document form is appropriate for your transaction.

I, Konrad Bolowich am the City Manager of the City of Grand Terrace
(Name of below signor) (Owner, President, Authorized Agent, Partner, etc.)

the declarant of the foregoing Notice of Completion. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

February 25, 2025, City of Grand Terrace
(Date and Place)

(Signature)
Konrad Bolowich, City Manager



AGENDA REPORT

MEETING DATE: March 11, 2025

TITLE: Approve the 5-Year Capital Improvement Plan for Fiscal Years 2025-26 through 2029-30 and Award Design Contract for 2025-26 Capital Improvement Project

PRESENTED BY: Kamran Dadbeh, City Engineer

RECOMMENDATION:

1. Approve the updated 5-Year Street Capital Improvement Plan for Fiscal Years 2025-26 through 2029-30.
2. Award a contract to Goodman & Associates for preparing Plans, Specifications, and Estimates (PS&E) for the Pavement Rehabilitation Project under the Fiscal Year 2025-26 CIP in the amount of \$53,000.
3. Authorize the City Manager to execute the agreement and any change orders, subject to approval as to form by the City Attorney.

2030 VISION STATEMENT:

This staff report supports Goal #2 "Maintain Public Safety" by investing in critical improvements to infrastructure.

BACKGROUND:

The Capital Improvement Plan (CIP) serves as a comprehensive plan for Fiscal Year (FY) 2025-26 and the subsequent four years, focusing on streets and related infrastructure. This plan plays a vital role in enhancing our community by ensuring the maintenance, rehabilitation, and improvement of our street systems.

DISCUSSION:

Staff solicited proposals from five consulting firms for the preparation of Plans, Specifications, and Estimates (PS&E) for the Fiscal Year 2025-26 CIP. Four firms declined to submit proposals, citing the project size and their current workload. Goodman & Associates submitted a proposal, which was selected based on their professional expertise, experience, service level, and references.

This year's plan will focus on resurfacing Michigan St, Brentwood St, and Grand Terrace Rd, as well as slurry sealing Barton Rd, as outlined in Attachment A.

Therefore, staff is recommending that the City Council award a contract to Goodman & Associates for the development of PS&E for the 2025-26 pavement rehabilitation project in the amount of \$53,000 and authorize the City Manager to execute the contract, subject to City Attorney approval as to form.

ENVIRONMENTAL IMPACT:

Paving projects are categorically exempt from review under the California Environmental Quality Act pursuant to section 15301 (existing facilities) of Title 14 of the California Code of Regulations.

FISCAL IMPACT:

The cost for the PS&E from Goodman & Associates is \$53,000. This will be charged to account #46-900-321-000-000 and will be funded by Gas Tax Funds, Measure I Funds, RMRA Funds, or reserves.

	Street Name	From	To
2025-26	GRAND TERRACE	MOUNT VERNON AVE	Grand Terrace Ct.
2025-26	BRENTWOOD ST	MT. VERNON AVE	PRESTON ST
2025-26	MICHIGAN AVE	VAN BUREN ST	DE BERRY ST
2026-27	BARTON RD	PALM AVE	PRESTON ST
2026-27	BARTON RD	PRESTON ST	Honey Hill Dr
2026-27	Install Traffic Signal at Intersection of Mt. Vernon and Pico		
2027-28	MOUNT VERNON	Barton Rd.	Brentwood St.
2027-28	GRAND TERRACE	Grand Terrace Ct.	BARTON RD.
2028-29	CANAL ST	MT VERNON AVE	CARHART AVE
2028-29	CANAL ST	CARHART AVE	BARTON RD
2028-29	OBSERVATION DR	PALM	DE BERRY ST
2028-29	OBSERVATION ST	DE BERRY ST	VAN BUREN ST
2029-30	GRAND TERRACE	NEWPORT AVE	VIVIENDA AVE
2029-30	GRAND TERRACE	VIVIENDA AVE	BARTON RD
2029-30	HONEY HILL DR	BARTON RD	WESTWOOD ST
2029-30	HONEY HILL DR	WESTWOOD ST	PALM AVE
2029-30	PRESTON ST	END	ETON DR
2029-30	PRESTON ST	ETON DR	BARTON RD
2029-30	PRESTON ST	BARTON RD	PALM AVE



AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF GRAND TERRACE

and

GOODMAN & ASSOCIATES

**AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF GRAND TERRACE AND
GOODMAN & ASSOCIATES CONSULTING GROUP**

This “AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN THE CITY OF GRAND TERRACE AND GOODMAN & ASSOCIATES (herein “Agreement”) is made and entered into this xx day of March 2025 by and between the City of Grand Terrace, a California municipal corporation (“City”) and Goodman & Associates (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. Pursuant to the City of Grand Terrace Municipal Code, City has authority to enter into and execute this Agreement.

B. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. 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. City may in its sole and absolute discretion have similar work done by other consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Fifty Three Thousand Dollars (\$53,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. 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 for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Douglas L. Goodman

Owner/President

(Name)	(Title)
<u>Scott Harjehausen</u>	<u>Civil Engineer</u>
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Konrad Bolowich, City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

\$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity

for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney’s fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney’s fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”), including any electronic documents and materials, prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City in a format of the City’s choice upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant

shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors 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 work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, 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 the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. 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 the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Consultant. In addition, the Consultant may terminate this Contract for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorney's Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs

the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor 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.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class 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, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should 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 attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Grand Terrace, 22795 Barton Rd, Grand Terrace, CA 92313, and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5.

Nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation, including but not limited to the Political Reform Act (Government Code Sections 81000, *et seq.*)

Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

City of Grand Terrace, a municipal corporation

Konrad Bolowich, City Manager

ATTEST:

Daysi Alcocer, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

By:

Name:
Title:

By:

Name: Doug Goodman
Title:

Address: 2079 Sky View Drive
Colton, CA 92324
Tel: 909-824-2275
Fax: 909-824-2807

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND 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.

CALIFORNIA ALL-PURPOSE 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 SAN BERNARDINO

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Consultant shall prepare Street Improvement Plans for the City’s 2024-25 Pavement Rehabilitation Project as follows (“Plans”):

1. Street Improvement Plans – pavement rehabilitation

a. Title Sheet, General Notes, Vicinity Map

b. Plan View only (based on Google aerial images)

i. Brentwood Street from Mt. Vernon to Preston Street

ii. Grand Terrace Rd. from Mt. Vernon to Grand Terrace Court

iii. Michigan Ave. From De Berry St. to Van Buren St.

c. Pavement and grinding details

d. Striping/re-striping Plans

2. Project Estimate of quantities

3. Specifications

4. Support to City Engineer(RFI’s and questions during bidding)

B. Consultant shall prepare Estimate of Quantities for the City’s 2025-26 Pavement Rehabilitation Project (“Estimate”).

C. Consultant shall prepare Specifications for the City’s 2025-26 Pavement Rehabilitation Project (“Specifications”).

D. Consultant shall meet with City staff regarding the Services upon request by City staff, which shall include a kick-off meeting if requested.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Complete set of Plans, Specifications and Estimate shall be completed pursuant to the Schedule of Performance as provided in Exhibit “D”.

II. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. Consultant shall provide a status report regarding the Services upon completing 50% of the Plans.

B. Consultant shall provide a status report regarding the Services upon completing 90% of the Plans.

- IV. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Doug Goodman, Scott Harjehausen**

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"
SCHEDULE OF COMPENSATION

The total compensation for the Services shall not exceed \$53,000 as provided in Section 2.1 of this Agreement.

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice at completed milestones as follows:

- A.** Payment of 50% of contract amount upon presentation of 50% status report and plans.
- B.** Payment of 40% of contract amount upon presentation of 90% status report and plans.
- C.** Payment of 10% of contract amount upon presentation of Final Plans, Specifications and Estimates.

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- I. Consultant shall commence performance of all Services within 3 business days of this Agreement’s complete execution by the parties. Consultant shall further perform all Services timely in accordance with the schedules to be developed by Consultant and subject to the written approval of the Contract Officer.**
- II. In addition to any other tangible work products required by this Agreement, Consultant shall deliver such tangible work products that the City may require from time to time.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**
- IV. The City in its sole discretion may extend the term of this Agreement in writing by two (2) terms of one (1) year each.**

Goodman & ASSOCIATES

March 5, 2025

Kamran Dadbeh
22795 Barton Road
Grand Terrace, CA 92313
(emailed)

Subject: Proposal for Engineering (revised)

Project: Pavement re-hab project (listed below)
Project 2025-26

Dear Kamran,

Per your request we offer the following revised proposal and scope of services for this project in reference to the RFP and recent scope of work change requests:

Scope of Services

1. Street Improvement Plans – pavement rehabilitation
 - a. Title Sheet, General Notes, Vicinity Map
 - b. Plan View only (based on Google aerial images)
 - i. Brentwood Street from Mt. Vernon to Preston St.
 - ii. Grand Terrace Rd. from Mt. Vernon to Grand Terrace Court
 - iii. Michigan from De Berry to Van Buren
 - c. Pavement and Grinding details
 - d. Striping/re-striping Plans
2. Project Estimate of Quantities
3. Specifications
4. Support to City Engineer (RFI's and questions during bidding)

Fee - \$53,000

Upon notice to proceed, we anticipate it will take 45 days to complete the plans for submittal to the City. This proposal is valid for 90 days.

Thank you for the opportunity to participate in your project.

Regards,

GOODMAN & ASSOCIATES

DL Goodman

Douglas L. Goodman



AGENDA REPORT

MEETING DATE: March 11, 2025

TITLE: Amendment No. 1 to Willdan Group Agreement for On-Call Engineering Services

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: 1. Amendment No. 1 to the Willdan Group Inc. agreement for On-Call Engineering Plan Checking Services (dated June 11, 2024) increases the maximum compensation to \$165,000 and extends the term from one year to three years, ending June 30, 2029.
2. Approve additional appropriation for FY2024-25 of \$25,000.

2030 VISION STATEMENT:

This staff report supports Goal #2 Maintain Public Safety

BACKGROUND:

The Public Works Department is currently focused on developing new infrastructure, maintaining existing infrastructure, and managing consultant services. On June 11, 2024, the Council approved on-call services with Willdan Group Inc.

DISCUSSION:

The City has been undergoing both small and large development projects over the past three years. While some expenses are charged directly to developers, the City is responsible for certain plan checking fees. For the 2024-25 fiscal year, the City budgeted \$20,000 based on underutilization of funds in the previous year. However, this year, the available funds have been exceeded, necessitating an amendment to the agreement in order to cover outstanding costs. Staff recommends that the City Council approve the continuation of the professional services agreement with Willdan Group Inc., with a cap of \$165,000 over the next three years.

ENVIRONMENTAL IMPACT:

No environmental impact related to this report.

FISCAL IMPACT:

The funding for the agreements with Willdan will be allocated from the General Fund, account 10-175-250-020-000.

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN THE CITY OF GRAND TERRACE AND WILLDAN ENGINEERING FOR ON-CALL ENGINEERING SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 1”) by and between the **CITY OF GRAND TERRACE**, a California municipal corporation (“City”) and **WILLDAN ENGINEERING**, a California corporation (“Consultant”) is effective as of the 11th day of March, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services By and Between the City of Grand Terrace and Willdan Engineering for On-Call Engineering Services, dated June 11, 2024 (“Agreement”) whereby Consultant agreed to provide Professional Engineering Services with a total compensation (“Contract Sum”) of Twenty Thousand Dollars (\$20,000) and for a term of one (1) year.

B. City and Consultant now desire to amend the Agreement to extend the term until June 30, 2027, with the option to extend by two additional one-year terms, and increase the Contract Sum from \$20,000 per year to \$165,000 over the three-year period.

TERMS

1. **Contract Amendments.** The Agreement is amended as provided herein (~~striketrough~~ represents deleted language while ***bold italics*** represents added language).

1.1. Section 2.1 Contract Sum is hereby amended as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Hundred Sixty-Five Thousand Dollars (\$165,000)*** ~~Twenty Thousand Dollars (\$20,000) per year~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

1.2 Section 3.4 Term is hereby amended as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect ***until June 30, 2027*** ~~for one (1) year from the date this Agreement is fully executed~~. The City in its sole and absolute discretion may extend the term of this Agreement by two (2) additional one (1) year extensions.”

1.3 Section V of Exhibit “C” Schedule of Compensation is hereby amended as follows:

“V. The total compensation for the Services shall not exceed ~~\$165,000~~ \$25,000 for the term of this Agreement, as provided in Section 2.1 of this Agreement.”

2. **Continuing 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 this Amendment No. 1.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement, as amended by this Amendment No. 1, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **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) the entering into this Amendment No. 1 does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF GRAND TERRACE,
a municipal corporation

Bill Hussey, Mayor

ATTEST:

Daysi Alcocer, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

WILLDAN ENGINEERING,
a California corporation

By:_____

Name:

Title:

By:_____

Name:

Title:

NOTE: CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 SAN BERNARDINO

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	
_____ TITLE(S) ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL	_____ TITLE OR TYPE OF DOCUMENT
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____ NUMBER OF PAGES
☐ GUARDIAN/CONSERVATOR	
☐ OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED	
	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE



AGENDA REPORT

MEETING DATE: March 11, 2025

TITLE: Amendment No. 3 to Traffic Signal Maintenance Agreement with St. Francis Electric

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: Approve Amendment No. 3 to the Agreement for Traffic Signal Maintenance and On-Call Services with St. Francis Electric (dated May 24, 2022), increasing the agreement by \$46,000 for FY 24/25 and FY 25/26, bringing the total contract amount to \$141,000 over four years.

2030 VISION STATEMENT:

This staff report supports Goal #2 Maintain Public Safety

BACKGROUND:

On May 14, 2022, the City Council approved a three-year contract with St. Francis Electric, LLC for Traffic Signal Maintenance and On-Call Services, with two one-year extension options. The contract, initially set at \$20,000 annually, covered routine maintenance, on-call services, and inspections for nine intersections. As of January 31, 2023, only \$613 remained, and staff recommended removing the \$20,000 cap and appropriating the remaining balance to cover future costs. In August 2024, the annual contract amount was increased to \$22,000, raising the total to \$95,000 over four years.

DISCUSSION:

As of February 18, 2025, following the January routine and response billing, the remaining balance in the budget is \$5,038.15. However, there are additional charges for a 1A knockdown at Mt. Vernon & Barton, which puts the budget over by \$1,557.34. A 1A knockdown refers to the damage or destruction of a traffic signal or pole, requiring an emergency response to repair and restore the system.

Although the annual contract amount was recently increased to \$22,000, the budget has already been exceeded midway through the year, in part due to response services, such as the 1A knockdown. To ensure sufficient coverage for both routine and response services, staff recommends increasing the annual contract amount to \$45,000, which would bring the total four-year contract sum to \$141,000.

When the contract went out to bid, routine service costs were based on the number of signal lights in operation. However, response services and emergency response services fluctuate each month depending on the specific needs and incidents that arise, which has contributed to the current budget shortfall.

ENVIRONMENTAL IMPACT:

The maintenance and repair of existing traffic signal infrastructure, as outlined in this agreement, falls under a Class 1 CEQA exemption, as it involves minor alterations to existing public facilities without

substantial expansion or new construction.

FISCAL IMPACT:

The staff is requesting additional appropriations of \$46,000, bringing the total contract amount to \$141,000 over four years. Once this term expires in June 2026, staff plans to seek approval for a second extension and will request an additional \$45,000 at that time.

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF GRAND TERRACE AND ST. FRANCIS ELECTRIC FOR MAINTENANCE AND ON-CALL SERVICES

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment No. 3”) by and between the **CITY OF GRAND TERRACE**, a California municipal corporation (“City”) and **ST. FRANCIS ELECTRIC**, a California corporation (“Consultant”) is effective as of the 11th day of March, 2025.

RECITALS

A. The City and Consultant entered into that certain Agreement for Contract Services By and Between the City of Grand Terrace and St. Francis Electric for Maintenance and On-Call Services, dated May 24, 2022, with a total compensation of \$60,000, and for a term of 3 years that may be extended by the City for two years (“Agreement”).

B. The City and Consultant entered into an amendment to the Agreement dated March 28, 2023 (“Amendment No. 1”) to amend the total compensation of the Agreement from \$20,000 per year to \$60,000 total, removing the \$20,000 yearly limitation.

C. The City and Consultant entered into an amendment to the Agreement dated August 13, 2024 (“Amendment No. 2”) to exercise the City’s first of two one-year options to extend the term of the Agreement for an additional one year period, thereby extending the expiration date from May 22, 2025 to June 30, 2026, and to increase the total compensation from \$60,000 to \$95,000 over the four-year period. The total compensation shall not exceed \$22,000 for the third year and shall not exceed \$22,000 for the fourth year.

D. The City and Consultant now desire to amend the Agreement to increase the total compensation from \$95,000 to \$141,000 over the four-year period. The total compensation shall not exceed \$45,000 for the third year and shall not exceed \$45,000 for the fourth year.

TERMS

1. **Contract Amendments.** The Agreement is amended as provided herein (~~strikethrough~~ represents deleted language while ***bold italics*** represents added language).

1.1. Section 2.1 Contract Sum is hereby amended as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Hundred Forty-One Thousand Dollars and No Cents (\$141,000.00)*** ~~Ninety-Five Thousand Dollars and No Cents (\$95,000)~~ the (“Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. Additionally, total compensation for fiscal year 2024-2025 (year 3 of this Agreement) shall not exceed ***Forty-Five***

~~Thousand Dollars and Zero Cents (\$45,000.00) Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00).~~ Total compensation for Fiscal Year 2025-2026 (year four of this Agreement) shall not exceed **Forty-Five Thousand Dollars and Zero Cents (\$45,000.00)** ~~Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00).~~”

1.2 Section V of Exhibit “C” (Schedule of Compensation) is hereby amended as follows:

“The total compensation for the Services shall not exceed **One Hundred Forty-One Thousand Dollars (\$141,000)** ~~Ninety-Five Thousand Dollars and No Cents (\$95,000).~~ Additionally, total compensation for fiscal year 2024-2025 (year 3 of this Agreement) shall not exceed **Forty-Five Thousand Dollars and Zero Cents (\$45,000.00)** ~~Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00)~~ for the term of this Agreement, as provided in Section 2.1 of this Agreement. Total compensation for Fiscal Year 2025-2026 (year four of this Agreement) shall not exceed **Forty-Five Thousand Dollars and Zero Cents (\$45,000.00)** ~~Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00).~~”

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, Amendment No. 2, and 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. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 3, Amendment No. 2, and Amendment No. 1 to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No.1, and Amendment No. 2. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. 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) the entering into this Amendment No. 3 does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF GRAND TERRACE,
a municipal corporation

Bill Hussey, Mayor

ATTEST:

Daysi Alcocer, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

ST. FRANCIS ELECTRIC,
a California corporation

By:_____

Name:

Title:

By:_____

Name:

Title:

NOTE: CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE 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 SAN BERNARDINO

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED	
	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE 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 SAN BERNARDINO

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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	☐ GENERAL	
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE



AGENDA REPORT

MEETING DATE: March 11, 2025

TITLE: Approve the Family Service Association Agreement to Administer the Senior Nutrition Program

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: Approve the Independent Contractor Agreement for Fiscal Year 2025-26 with Family Services Association (FSA) for the administration of Senior Nutrition Program services at the Senior Center, with a total contract amount not to exceed \$10,000.

2030 VISION STATEMENT:

This staff report aligns with Goal #1 – Ensuring Fiscal Viability by maintaining a balanced budget and Goal #4 – Developing and Implementing Successful Partnerships by collaborating with community organizations to enhance service delivery for seniors.

BACKGROUND:

On January 28, 2025, the County of San Bernardino Economic Development Agency provided the City with available funding options for the FY 2025-26 Community Development Block Grant (CDBG). The City Council reviewed these options and approved its funding recommendations for submission to the County.

DISCUSSION:

The Senior Nutrition Program provides daily hot meals for seniors, funded by the County of San Bernardino Community Development and Housing Department through the Community Development Block Grant (CDBG) program. These services have been in effect since 2017. Unlike previous years, the City will contract with Family Services Association (FSA) solely for the nutrition program and will no longer utilize their services for the Senior Coordinator position.

ENVIRONMENTAL IMPACT:

No environmental impact.

FISCAL IMPACT:

The \$10,000 funding for this agreement will be allocated from Fund 22 in the FY 2025-26 budget under account 22-425-305-000.

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INDEPENDENT CONTRACTOR AGREEMENT

FOR FISCAL YEAR 2025-2026

THIS AGREEMENT is made and entered into as of this 11 day of March 2025, by and between the **City of Grand Terrace**, a municipal corporation (hereinafter "City") and **Family Services Association** (hereinafter "FSA"), a California non-profit Corporation.

RECITALS

WHEREAS, City participates in the federally funded Community Development Block Grant (CDBG) program as a cooperative city in the County Consortium, and receives annual CDBG funding through the County of San Bernardino, hereinafter referred to as County.

WHEREAS, the City submitted an application for CDBG funds for fiscal year 2025-26 to fund a senior nutrition meal program for low-and-moderate income seniors in the City of Grand Terrace.

WHEREAS, FSA desires to participate in the CDBG program and represents to City that it is qualified by reason of experience, preparation, organization, staffing, and facilities to provide a senior nutrition meal program.

WHEREAS, FSA and City most recently entered into an agreement on June 11, 2024, for such services which expire on June 30, 2025 ("2025 Agreement").

WHEREAS, FSA and City desire to continue to have FSA continue nutrition meal services mentioned above until at least June 30, 2026.

WHEREAS, the County Board of Supervisors have drafted the the 2025-26, Action Plan; and, as part of that plan allocated TEN THOUSAND DOLLARS (\$10,000) in CDBG funds to the City to fund the administration and provision of a "Senior Congregate and Mobile Meal Program", in accordance with Exhibits "A and B" incorporated herein.

WHEREAS, the City received the necessary documents for City signature for the above-mentioned allocation in January 2025.

WHEREAS, on January 28, 2025 the City agreed to accept, but has not yet received, Community Development Block Grant funding from the County of San Bernardino ("County") in the amount of TEN THOUSAND DOLLARS (\$10,000) for the purpose of contracting with FSA for the time period of July 1, 2025 to June 30, 2026 and for the

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provision of "Senior Congregate and Mobile Meal Program", in accordance with Exhibits "A" and "B", incorporated herein.

WHEREAS, FSA will complete performance of the services described in Exhibits "A" and "B", which is incorporated herein by this Agreement, for the time period of July 1, 2025 to June 30, 2026.

WHEREAS, in order for the City to receive reimbursement in the amount of TEN THOUSAND DOLLARS (\$10,000) of CDBG funds, as described above, from the County of San Bernardino, the County requires City to submit an Agreement between the City and FSA to the County.

WHEREAS, the parties enter into this agreement to allow City to comply with the County's CDBG funding requirements.

NOW THEREFORE, in consideration of the mutual promises contained herein, the City of Grand Terrace and FSA hereby agree as follows:

AGREEMENT

Section 1: Services.

A. In accordance with Exhibit "A" and "B" (including all staffing costs, mileage, equipment, FSA agrees to administer and provide the "Senior Congregate and Mobile Meal Program", as more fully described in Exhibits "A" and "B," and incorporated herein. For all Services performed by FSA pursuant to this Agreement from July 1, 2025, to January 10, 2026, City and FSA mutually agree that payment of FSA for performance of the Services shall be in the maximum amount of TEN THOUSAND DOLLARS (\$10,000) in Community Development Block Grant ("CDBG") funds reimbursed to the City from the County related to the Services as described by Exhibit "A" and "B", incorporated herein.

B. Prior to City's payment to FSA for any Services performed by FSA for which FSA is seeking payment, FSA shall deliver receipts for all eligible expenditures to the City. Expenditure reports shall be documented with "audit ready" supportive evidence of each expenditure and proof of payment. Payments shall be limited to the total approved, properly documented expenditures. All payment requests must be submitted no later than 30 days after the expiration of this Agreement. Requests received after said 30-day period shall be considered non-compliant and not eligible

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1 for payment under the terms of this Agreement. FSA shall submit a final
2 request for payment for the program year no later than July 31, 2026. Any
balance remaining on this project after that date will be reprogrammed.

- 3 C. FSA shall further complete and submit to the City any necessary
4 documentation that the City in its sole and absolute discretion may require,
5 including, without limitation, documentation reflecting program activity for
the term wherein Services were performed as may be necessary.

6 **Section 2. Independent Contractor.** It is the express intention and
7 understanding of the parties hereto that FSA will act as an independent contractor
8 and not an employee or agent of City. Nothing in this Agreement shall be
9 interpreted or construed as creating or establishing a relationship of employer or
employee between FSA and City. Both parties acknowledge that FSA is not an
employee for State tax, Federal tax, or any other purpose.

10 **Section 3. Term.** Unless earlier terminated in accordance with this Agreement,
11 the term of this Agreement shall commence July 1, 2025 and end June 30, 2026.

12 **Section 4. Termination.** City shall have the right to terminate this Agreement,
13 with or without cause, upon twenty (20) days prior written notice to FSA. City shall
14 have no liability for any claims or damages resulting to FSA as a result of any
15 exercise by City of its right to terminate this Agreement. In addition, the FSA
16 reserves the right to terminate this Contract at any time, with or without cause,
17 upon sixty (60) days' written notice to City, except that where termination is due to
18 the fault of the City, the period of notice may be shortened to twenty (20) days
19 written notice. Upon receipt of any notice of termination by the City, FSA shall
20 immediately cease all services hereunder except such as may be specifically
21 approved by the City. Except where the FSA has initiated termination, the FSA
shall be entitled to compensation for all services rendered prior to the effective
date of the notice of termination and for any services authorized and approved by
the City in accordance with compensation provided in this Agreement.

22 **Section 5. Compliance with Laws and Regulations.** FSA shall comply with all
23 applicable federal, state and local laws, regulations and ordinances. By executing
24 this Agreement, FSA hereby certifies that it will adhere to and comply with the
25 following as they may be applicable to a subrecipient of funds granted pursuant to
the Housing and Community Development Act of 1974, as amended (the "Act"):

- 1 A. The Housing and Community Development Act of 1974, as amended, and
the regulations issued thereto;
- 2 B. Section 3 of the Housing and Urban Development Act of 1968, as amended;
- 3 C. Executive Order 11246, as amended by Executive Orders 11375 and
4 12086, and implementing regulations at 41 CFR Chapter 60;
- 5 D. Executive Order 11063, as amended by Executive Order 12259, and
6 implementing regulations at 24 CFR Part 107;
- 7 E. Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended, and
8 implementing regulations;
- 9 F. The Age Discrimination Act of 1975 (PL 94-135), as amended, and
10 implementing regulations;
- 11 G. The relocation requirements of Title II and the acquisition requirements of
12 Title III of the Uniform Relocation Assistance and Real Property Acquisitions
Policies Act of 1970, and the implementing regulations at 24 CFR Part 42;
- 13 H. The labor standard requirements as set forth in 24 CFR Part 570, Subpart
14 K and I-IUD regulations issued to implement such requirements;
- 15 I. Executive Order 11988 relating to the evaluation of flood hazards and
16 Executive Order 11288 relating to the prevention, control and abatement of
water pollution;
- 17 J. The flood insurance purchase requirements of Section 102(a) of the Flood
18 Disaster Protection Act of 1973 (PL 93-234);
- 19 K. The regulations, policies, guidelines and requirements of 24 CFR Part 85
20 "Common Rule," OMB Circular Nos. A-87, A-21, A-110, A-122 and A-133
21 as they relate to the acceptance and use of federal funds under the
federally-assigned program;
- 22 L. Title VI of the Civil Rights Act of 1964 (PL 88-352) and implementing
23 regulations issued at 24 CFR Part I;
- 24 M. Title VIII of the Civil Rights Act of 1968 (PL-90-284) as amended; and
- 25 N. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to
the Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);

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O. Uniform Administration Requirements pursuant to 24 CFR 570.502.

P. The FSA shall carry out its activity pursuant to this Agreement in compliance with all federal laws and regulations described in Subpart K of Title 24 of the Code of Federal Regulations, except that:

1. FSA does not assume the City's or County's environmental responsibilities described at §570.604; and

2. FSA does not assume the City's or County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Q. All Uniform Administrative Requirements pursuant to 24 CFR 570.502.

Section 6. Federal Requirements. FSA shall comply with the provisions of the Act and any amendments thereto and the federal regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, FSA is to comply with those regulations found in 24 CFR 570, Part 84 and Part 85. FSA is to comply with OMB Circular Nos. A-110, A-87, A-122, and A-133 as applicable, as they relate to the acceptance and use of federal funds under this Agreement.

Section 7. Program Income. FSA, who is a subrecipient as defined in Section 570.500 (c), shall not retain any program income as defined in Section 570.500 of Title 24 of the Federal Code of Regulations.

Section 8. Insurance. Without limiting or diminishing FSA'S obligations to defend, indemnify, or hold the City harmless, FSA shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of the Agreement.

A. Workers' Compensation:

If FSA has employees as defined by the State of California, FSA shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of THE CITY OF GRAND TERRACE and the GRAND TERRACE SENIOR CENTER.

B. Commercial General Liability:

1 Commercial General Liability insurance coverage, including but not limited
2 to, premises liability, contractual liability, products and completed operations
3 liability, personal and advertising injury, and cross liability coverage, covering
4 claims which may arise from or out of FSA'S performance of its obligation
5 hereunder. Policy shall name the CITY OF GRAND TERRACE, GRAND
6 TERRACE SENIOR CENTER, their respective Agencies, Districts, Special
7 Districts, and Department, their respective directors, officers, employees, elected
8 or appointed officials, agents or representatives as Additional Insureds. Policy's
9 limit of liability shall not be less than \$1,000,000 per occurrence combined single
10 limit. If such insurance contains a general aggregate limit, it shall apply separately
11 to this agreement or be no less than two (2) times the occurrence limit.

12 C. Vehicle Liability:

13 If vehicles or mobile equipment are used in the performance of the
14 obligations under this Agreement, FSA shall maintain liability insurance for all
15 owned, non-owned or hired vehicles so use in any amount not less than
16 \$1,000,000 per occurrence combined single limit. If such insurance contains a
17 general aggregate limit, it shall apply separately to this agreement or be no less
18 than two (2) times the occurrence limit. Policy shall name the CITY OF GRAND
19 TERRACE, GRAND TERRACE SENIOR CENTER, their respective Agencies,
20 Districts, Special Districts, and Departments, their respective directors, officers,
21 employees, elected or appointed officials, agents or representatives as Additional
22 Insureds.

23 D. General Insurance Provisions – All Lines:

- 24 1. Any insurance carrier providing insurance coverage hereunder shall
25 be admitted to the State of California and have a A M BEST rating of
not less than A: VIII (A:S) unless such requirements are waived, in
writing, by the City Attorney. If the City Attorney waives a requirement
for a particular insurer such waiver is only valid for that specific
insurer and only for one policy term.
2. FSA shall cause FSA'S insurance carrier(s) to furnish the City with
either 1) a properly executed original Certificate(s) of Insurance and
certified original copies of Endorsements effecting coverage as
required herein, and 2) if requested to do so orally or in writing by the
City, provide original Certified copies of policies including all

1 Endorsements and all attachments thereto, showing such insurance
2 is in full force and effect. Further, said Certificate(s) and policies of
3 insurance shall contain the covenant of the insurance carriers(s) that
4 thirty (30) days written notice shall be given to the City prior to any
5 material modification, cancellation, expiration or reduction in
6 coverage of such insurance. In the event of a material modification,
7 cancellation, expiration, or reduction in coverage, this Agreement
8 shall terminate forthwith, unless the City receives, prior to such
9 effective date, another properly executed original Certificate of
10 Insurance and original copies of endorsements or certified original
11 policies, including all endorsements and attachments thereto
12 evidencing coverage's set forth herein and the insurance required
13 herein is in full force and effect. *FSA shall not commence operations
14 until the City has been furnished original Certificate(s) of Insurance
15 and certified original copies of endorsements and if requested,
16 certified original policies of insurance including all endorsements and
17 any and all other attachments as required in this Section.* An
18 individual authorized by the insurance carrier to do so on its behalf
19 shall sign the original endorsements for each policy and the
20 Certificate of Insurance.

- 21
- 22 3. If, during the term of this Agreement or any extension thereof, there
23 is a material change in the Services; or, there is a material change in
24 the equipment to be used in the performance of the Services which
25 will add additional exposures (such as the use of) aircraft, watercraft,
cranes, etc.); or, the term of this Agreement, including any
extensions thereof, exceeds five (5) years the City reserves the right
to adjust the types of insurance required under this Agreement and
the monetary limits of liability for the insurance coverage's currently
required herein, if; in the City Attorney's reasonable judgment, the
amount or type of insurance carried by the sponsor has become
inadequate.
4. FSA shall pass down the insurance obligations contained herein to
all tiers of subcontractors working under this Agreement.
5. The insurance requirements contained in this Agreement may be
met with a program(s) of self-insurance acceptable to the City.

- 1 6. FSA agrees to notify City of any claim by a third party of any incident
2 or event that may give rise to claim arising from the performance of
3 this Agreement.

4 **Section 9. HUD Indemnity.** FSA shall defend, indemnify, and hold harmless
5 the County of San Bernardino and City, their respective elected and appointed
6 officials, officers, employees and agents against any liability, claims, losses,
7 demands, and actions incurred by the County of San Bernardino and City as a
8 result of the determination by the U.S. Department of Fair Housing and Urban
9 Development (“HUD”) or its successor that activities undertaken by FSA under the
10 program(s) (including, but not limited to, FSA’s performance of any Services prior
11 to or after the date of this Agreement) fail to comply with any laws, regulations or
12 policies applicable thereto or that any funds billed by and disbursed to FSA under
13 this Agreement were improperly expended. This indemnity shall survive and
14 extend beyond the term or termination of this Agreement.

15 **Section 10. Indemnity.** FSA shall defend, indemnify, and hold harmless the
16 County of San Bernardino and the City, their respective elected and appointed
17 officials, officers, employees and agents from and against any and all actions,
18 damages, losses, judgments, causes of action and/or liability imposed or claimed
19 relating to the injury or death of any person or damage to any person or property,
20 and pay all costs including attorney’s fees, costs, and other legal expenses, arising
21 directly or indirectly from any act or omission of FSA or its consultants or
22 subcontractors in performing Services hereunder (including, but not limited to,
23 FSA’s performance of Services prior to or after the date of this Agreement). This
24 indemnity shall survive and extend beyond the term or termination of this
25 Agreement.

26 **Section 11. Prohibition Against Conflicts of Interest.**

- 27 A. FSA and its assigns, employees, agents, consultants, officers and elected
28 and appointed officials shall become familiar with and shall comply with the
29 CDBG regulations prohibiting conflicts of interest contained in 24 CFR
30 570.611, by this reference incorporated herein.
- 31 B. FSA understands and agrees that no waiver or exception can be granted to
32 the prohibition against conflict of interest except upon written approval HUD
33 pursuant to 24 CFR 570.611(d). Any request by FSA for any exception shall

first be reviewed by City to determine whether such request is appropriate for submission to HUD.

C. Prior to any funding under this Agreement, FSA shall provide City with a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision-making process, exercise any functions or responsibilities, or gain inside information with respect to the CDBG activities funded under this Agreement. FSA shall also promptly disclose to City any potential conflict, including even the appearance of conflict, that may arise with respect to the CDBG activities funded under this agreement.

D. Any violation of this section shall be deemed a breach of this Agreement and shall be ground for immediate termination by the City.

Section 12. Religious Activities. Under federal regulations, CDBG assistance may not be used for inherently religious activities or provided to primarily religious entities for any activities including secular activities. FSA shall adhere to the restrictions set forth in 24 CFR 570.200(j), by this reference is incorporated herein.

Section 13. Lobbying. FSA certifies to the best of its knowledge and belief, that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer to employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with it instructions.

1 C. The undersigned shall require that the language of this certification be
2 included in the award document for all subawards at all tiers (including
3 subcontracts, subgrants, and contracts under grants, loans, and
4 cooperative agreements) and that all subrecipients shall certify and disclose
accordingly. This certification is a material representation of fact upon which
reliance was placed when this transaction was made or entered into.

5 **Section 14. Entire Agreement/Modification.** This Agreement represents the
6 entire Agreement of the parties hereto as to the matters contained herein. Any
7 modification of this Agreement will be effective only if it is in writing and signed by
the parties hereto.

8 **Section 15. Assignment.** This Agreement shall not be assigned without the prior
9 written consent of City. Any assignment, or attempted assignment, without such
10 prior consent, shall be null and void and, at the option of City, result in the
immediate termination of this Agreement.

11 **Section 16. Attorney's Fees and Governing Law.** In the event any action is
12 commenced to enforce or interpret the terms or conditions of the Agreement the
13 prevailing party shall, in addition to any costs or other relief, be entitled to recover
14 its reasonable attorney's fees. This Agreement and any dispute arising hereunder
15 shall be governed by and interpreted in accordance with the laws of the State of
16 California. This Agreement shall be construed as a whole according to its fair
17 language and common meaning to achieve the objectives and purposed of the
18 parties hereto, and the rule of construction to the effect that ambiguities are to be
resolved against the drafting party shall not be employed in interpreting this
Agreement, all parties having been represented by counsel in the negotiation and
preparation hereof.

19 **Section 17. Jurisdiction and Venue.** Any action at law or in equity arising
20 under this Agreement or brought by a party hereto for the purpose of enforcing,
21 construing or determining the validity of any provision of this Agreement shall be
22 filed in a court of competent jurisdiction in the County of San Bernardino, State of
23 California, and the parties hereto waive all provisions of law providing for the filing,
removal or change of venue to any other court or jurisdiction.

24 **Section 18. Program Reporting.** FSA agrees to prepare and submit financial,
25 program progress, and other reports as required by HUD or the County of San
Bernardino and/or City accounts as are considered necessary by HUD or the

1 County of San Bernardino and/or City to assure proper accounting for all Contract
2 funds. All FSA records, with the exception of confidential client information, shall
3 be made available to representatives of the County of San Bernardino and/or City
4 and the appropriate federal agencies. FSA is required to submit data necessary to
5 complete the Annual Grantee Performance Report in accordance with HUD
6 regulations in the format and at the time designated by the City's Community
7 Development Director or his/her designee. By the 30th of each month, FSA shall
8 submit a completed "Monthly Program Progress Report." FSA shall also provide
9 to City any necessary documentation that the City in its sole and absolute
10 discretion may require, including, without limitation, documentation necessary for
11 completion of the Annual Grantee Performance Report.

12 **Section 19. Applicability of Agreement.** In consideration of the intent of the
13 parties to memorialize the parties understanding of the terms of their agreement,
14 all uses of the present tense shall be interpreted to apply to the term of the
15 Agreement. With the exceptions of Sections 9, 10, 11, and any other section of
16 this Agreement expressly stating otherwise, which obligations shall not terminate,
17 the terms and conditions of this Agreement shall only apply during the term of this
18 Agreement.

19 **Section 20. Waiver.** Failure by a party to insist upon the strict performance of
20 any of the provisions of this Agreement by the other party, or the failure by a party
21 to exercise its rights upon the default of the other party, shall not constitute a waiver
22 of such party's right to insist and demand strict compliance by the other party with
23 the terms of this Agreement thereafter.

24 **Section 21. Severability.** Each section and provision of this Agreement is
25 severable from each other provision, and if any provision or part thereof is declared
invalid, the remaining provisions shall nevertheless remain in full force and effect.

Section 22. Counterparts. This Agreement may be signed by the different
parties hereto in counterparts, each of which shall be an original but all of which
together shall constitute one and the same agreement.

CITY OF GRAND TERRACE

Konrad Bolowich
City Manager

Date

ATTEST:

Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney

FAMILY SERVICES ASSOCIATION

Judith Wood,
President & CEO

Date

EXHIBIT A

SENIOR CONGREGATE AND MOBILE MEAL PROGRAM

SERVICES:

For program year 2025-2026 the City of Grand Terrace will contract with Family Services Association (FSA) to provide, Senior Congregate and Mobile Meal Program. The Senior Congregate and Mobile Meal Program will serve congregated meals, to low-and moderate-income seniors and home delivered meals to seniors who are homebound by reason of illness, incapacity, disability, and lack of transportation, residing in the City of Grand Terrace. Approximately 150 seniors will have increased access to nutritional meal programs.

UNITS OF SERVICE:

Units of Service shall be reported on Monthly Program Progress/Direct Benefit Report, Exhibit 4, Part 1, monthly. Each senior attending a Senior Service Program activity, one meal counts as an activity, provided by the Family Service Association, shall count as 1 unit of service.

TIME OF PERFORMANCE: July 1, 2025 through June 30, 2026

PROGRAM PARTICIPANT PERFORMANCE STANDARDS:

CDBG Activity: Senior Congregate and Mobile Meal Program and Senior Service Coordinator Program Activities.

Measurable Outcome: Approximately 150 seniors will have increased access to nutritional meal programs.

In addition to units of service, the City of Grand Terrace will report unduplicated client counts on the Monthly Program Progress/Direct Benefit Report, Exhibit 4, Part II.

OPERATIONS:

The FSA Senior Congregate Meal Program and the Coordinated Senior Services will be operated at the Grand Terrace Senior Center, located at 22627 Grand Terrace Rd., Grand Terrace, the FSA Mobile Meal Program will operate as meals delivered to home bound seniors that reside in the City of Grand Terrace. The FSA administration office is located at 21250 Box Springs Rd., Suite 212, Moreno Valley, CA 92557.

EXHIBIT B

DRAFT CONSOLIDATED PLAN

16	County Log #	GRAN25PS-035		
	Project Name	Grand Terrace: Senior Meals Program - Family Service Association		
	Target Area	Participating Cities		
	Goals Supported	Fund new and existing public service activities		
	Needs Addressed	Public services		
	Funding	Prior Year: \$10,000	Current Year FY 2025-26: \$844	Total: \$10,844
	Description	Public Service - Family Service Association to provide a senior congregate and mobile meals program to approximately 155 seniors in the City of Grand Terrace through its Senior Center. CDBG funds will be used for personnel costs and consumable supplies. The total project budget is \$10,844. \$10,000 will be used by the City of Grand Terrace for project implementation. \$844 will be used to support Activity Delivery Costs incurred by San Bernardino County.		
	Target Date	6/30/2026		
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 155 presumed low- and moderate-income seniors will benefit.		
	Location Description	22795 Barton Rd., Grand Terrace, CA 92313		
	Planned Activities	CDBG funds will be used to provide congregate and mobile meals to senior residents.		
	Contingency	Funding is subject to change based on final HUD allocation.		



AGENDA REPORT

MEETING DATE: March 11, 2025

TITLE: Approve the Girls on the Run Inland Empire Agreement to Provide Girls' Confidence-Building Program.

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: Approve the Independent Contractor Agreement for Fiscal Year 2025-26 with Family Services Association (FSA) to administer Girls' Confidence-Building Program for 3rd-8th Grade Girls, with a total contract amount not to exceed \$10,000

2030 VISION STATEMENT:

This staff report aligns with Goal #1 – Ensuring Fiscal Viability by maintaining a balanced budget and Goal #4 – Developing and Implementing Successful Partnerships by collaborating with community organizations to enhance service delivery for seniors.

BACKGROUND:

On January 28, 2025, the County of San Bernardino Economic Development Agency provided the City with available funding options for the FY 2025-26 Community Development Block Grant (CDBG). The City Council reviewed these options and approved its funding recommendations for submission to the County.

DISCUSSION:

Girls on the Run (GOTR) Inland Empire aims to inspire girls in grades 3-8 to be joyful, healthy, and confident by offering evidence-based programs, including the Girls' Confidence-Building Program, that address declines in self-esteem and physical activity. This program provides a supportive environment for girls to recognize their inner strength, boost physical activity, and advocate for themselves, while promoting lifelong health. Founded in 2020, GOTR Inland Empire has already engaged over 200 volunteers and served nearly 1,000 girls, with ongoing funding support from local grants, schools, and foundations like the Anderson Children's Foundation and Kaiser Foundation. The Girls' Confidence-Building Program will have a positive impact on the City of Grand Terrace by empowering young girls, improving community health, and fostering leadership and confidence, ultimately contributing to the city's overall well-being.

ENVIRONMENTAL IMPACT:

No environmental impact.

FISCAL IMPACT:

The \$10,000 funding for this agreement will be allocated from Fund 22 in the FY 2025-26 budget under account 22-425-316-000.

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INDEPENDENT CONTRACTOR AGREEMENT

FOR FISCAL YEAR 2025-2026

THIS AGREEMENT is made and entered into as of this 11 day of March 2025, by and between the **City of Grand Terrace**, a municipal corporation (hereinafter "City") and **Girls on the Run Inland Empire** (hereinafter "GOTR"), a California non-profit Corporation.

RECITALS

WHEREAS, City participates in the federally funded Community Development Block Grant (CDBG) program as a cooperative city in the County Consortium, and receives annual CDBG funding through the County of San Bernardino, hereinafter referred to as County.

WHEREAS, the City submitted an application for CDBG funds for fiscal year 2025-26 to fund empowering girls through confidence-building programs in the City of Grand Terrace.

WHEREAS, GOTR desires to participate in the CDBG program and represents to City that it is qualified by reason of experience, preparation, organization, staffing, and facilities to provide a Girls Confidence-Building Program.

WHEREAS, GOTR and City desire to have GOTR to provide confidence building programs mentioned above until at least June 30, 2026.

WHEREAS, the County Board of Supervisors have drafted the the 2025-26, Action Plan; and, as part of that plan allocated TEN THOUSAND DOLLARS (\$10,000) in CDBG funds to the City to fund the administration and provision of a "Girls Confidence-Building Program", in accordance with Exhibits "A and B" incorporated herein.

WHEREAS, the City received the necessary documents for City signature for the above-mentioned allocation in January 2025.

WHEREAS, on January 28, 2025 the City agreed to accept, but has not yet received, Community Development Block Grant funding from the County of San Bernardino ("County") in the amount of TEN THOUSAND DOLLARS (\$10,000) for the purpose of contracting with GOTR for the time period of July 1, 2025 to June 30, 2026 and for the provision of "Girls Confidence-Building Program", in accordance with Exhibits "A" and "B", incorporated herein.

1 **WHEREAS**, GOTR will complete performance of the services described in Exhibits “A”
2 and “B”, which is incorporated herein by this Agreement, for the time period of July 1,
2025 to June 30, 2026.

3 **WHEREAS**, in order for the City to receive reimbursement in the amount of TEN
4 THOUSAND DOLLARS (\$10,000) of CDBG funds, as described above, from the County
5 of San Bernardino, the County requires City to submit an Agreement between the City
and GOTR to the County.

6 **WHEREAS**, the parties enter into this agreement to allow City to comply with the County’s
7 CDBG funding requirements.

8 **NOW THEREFORE**, in consideration of the mutual promises contained herein, the City
9 of Grand Terrace and GOTR hereby agree as follows:

10 **AGREEMENT**

11 **Section 1: Services.**

12 A. In accordance with Exhibit “A” and “B” (including all staffing costs, mileage,
13 equipment, GOTR agrees to administer and provide the “Girls Confidence-
14 Building Program”, as more fully described in Exhibits “A” and “B,” and
15 incorporated herein. For all Services performed by GOTR pursuant to this
16 Agreement from July 1, 2025, to January 10, 2026, City and GOTR mutually
17 agree that payment of GOTR for performance of the Services shall be in the
18 maximum amount of TEN THOUSAND DOLLARS (\$10,000) in Community
Development Block Grant (“CDBG”) funds reimbursed to the City from the
County related to the Services as described by Exhibit “A” and “B”,
incorporated herein.

19 B. Prior to City’s payment to GOTR for any Services performed by GOTR for
20 which GOTR is seeking payment, GOTR shall deliver receipts for all eligible
21 expenditures to the City. Expenditure reports shall be documented with
22 "audit ready" supportive evidence of each expenditure and proof of
23 payment. Payments shall be limited to the total approved, properly
24 documented expenditures. All payment requests must be submitted no
25 later than 30 days after the expiration of this Agreement. Requests received
after said 30-day period shall be considered non-compliant and not eligible
for payment under the terms of this Agreement. GOTR shall submit a final

request for payment for the program year no later than July 31, 2026. Any balance remaining on this project after that date will be reprogrammed.

- C. GOTR shall further complete and submit to the City any necessary documentation that the City in its sole and absolute discretion may require, including, without limitation, documentation reflecting program activity for the term wherein Services were performed as may be necessary.

Section 2. Independent Contractor. It is the express intention and understanding of the parties hereto that GOTR will act as an independent contractor and not an employee or agent of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer or employee between GOTR and City. Both parties acknowledge that GOTR is not an employee for State tax, Federal tax, or any other purpose.

Section 3. Term. Unless earlier terminated in accordance with this Agreement, the term of this Agreement shall commence July 1, 2025 and end June 30, 2026.

Section 4. Termination. City shall have the right to terminate this Agreement, with or without cause, upon twenty (20) days prior written notice to GOTR. City shall have no liability for any claims or damages resulting to GOTR as a result of any exercise by City of its right to terminate this Agreement. In addition, the GOTR reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be shortened to twenty (20) days written notice. Upon receipt of any notice of termination by the City, GOTR shall immediately cease all services hereunder except such as may be specifically approved by the City. Except where the GOTR has initiated termination, the GOTR shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized and approved by the City in accordance with compensation provided in this Agreement.

Section 5. Compliance with Laws and Regulations. GOTR shall comply with all applicable federal, state and local laws, regulations and ordinances. By executing this Agreement, GOTR hereby certifies that it will adhere to and comply with the following as they may be applicable to a subrecipient of funds granted pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"):

- 1 A. The Housing and Community Development Act of 1974, as amended, and
the regulations issued thereto;
- 2 B. Section 3 of the Housing and Urban Development Act of 1968, as amended;
- 3 C. Executive Order 11246, as amended by Executive Orders 11375 and
4 12086, and implementing regulations at 41 CFR Chapter 60;
- 5 D. Executive Order 11063, as amended by Executive Order 12259, and
6 implementing regulations at 24 CFR Part 107;
- 7 E. Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended, and
8 implementing regulations;
- 9 F. The Age Discrimination Act of 1975 (PL 94-135), as amended, and
implementing regulations;
- 10 G. The relocation requirements of Title II and the acquisition requirements of
11 Title III of the Uniform Relocation Assistance and Real Property Acquisitions
12 Policies Act of 1970, and the implementing regulations at 24 CFR Part 42;
- 13 H. The labor standard requirements as set forth in 24 CFR Part 570, Subpart
14 K and I-IUD regulations issued to implement such requirements;
- 15 I. Executive Order 11988 relating to the evaluation of flood hazards and
16 Executive Order 11288 relating to the prevention, control and abatement of
water pollution;
- 17 J. The flood insurance purchase requirements of Section 102(a) of the Flood
18 Disaster Protection Act of 1973 (PL 93-234);
- 19 K. The regulations, policies, guidelines and requirements of 24 CFR Part 85
20 "Common Rule," OMB Circular Nos. A-87, A-21, A-110, A-122 and A-133
21 as they relate to the acceptance and use of federal funds under the
federally-assigned program;
- 22 L. Title VI of the Civil Rights Act of 1964 (PL 88-352) and implementing
23 regulations issued at 24 CFR Part I;
- 24 M. Title VIII of the Civil Rights Act of 1968 (PL-90-284) as amended; and
- 25 N. The lead-based paint requirements of 24 CFR Part 35 issued pursuant to
the Lead-based Paint Poisoning Prevention Act (42 USC 4801, et seq.);

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O. Uniform Administration Requirements pursuant to 24 CFR 570.502.

P. The GOTR shall carry out its activity pursuant to this Agreement in compliance with all federal laws and regulations described in Subpart K of Title 24 of the Code of Federal Regulations, except that:

1. GOTR does not assume the City's or County's environmental responsibilities described at §570.604; and

2. GOTR does not assume the City's or County's responsibility for initiating the review process under the provisions of 24 CFR Pmt 52.

Q. All Uniform Administrative Requirements pursuant to 24 CFR 570.502.

Section 6. Federal Requirements. GOTR shall comply with the provisions of the Act and any amendments thereto and the federal regulations and guidelines now or hereafter enacted pursuant to the Act. More particularly, GOTR is to comply with those regulations found in 24 CFR 570, Part 84 and Part 85. GOTR is to comply with OMB Circular Nos. A-110, A-87, A-122, and A-133 as applicable, as they relate to the acceptance and use of federal funds under this Agreement.

Section 7. Program Income. GOTR, who is a subrecipient as defined in Section 570.500 (c), shall not retain any program income as defined in Section 570.500 of Title 24 of the Federal Code of Regulations.

Section 8. Insurance. Without limiting or diminishing GOTR'S obligations to defend, indemnify, or hold the City harmless, GOTR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of the Agreement.

A. Workers' Compensation:

If GOTR has employees as defined by the State of California, GOTR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of THE CITY OF GRAND TERRACE.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of GOTR'S performance of its obligation hereunder. Policy shall name the CITY OF GRAND TERRACE, their respective Agencies, Districts, Special Districts, and Department, their respective directors, officers, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, GOTR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in any amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the CITY OF GRAND TERRACE, their respective Agencies, Districts, Special Districts, and Departments, their respective directors, officers, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. General Insurance Provisions – All Lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have a A M BEST rating of not less than A: VIII (A:S) unless such requirements are waived, in writing, by the City Attorney. If the City Attorney waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. GOTR shall cause GOTR'S insurance carrier(s) to furnish the City with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the City, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance

1 is in full force and effect. Further, said Certificate(s) and policies of
2 insurance shall contain the covenant of the insurance carriers(s) that
3 thirty (30) days written notice shall be given to the City prior to any
4 material modification, cancellation, expiration or reduction in
5 coverage of such insurance. In the event of a material modification,
6 cancellation, expiration, or reduction in coverage, this Agreement
7 shall terminate forthwith, unless the City receives, prior to such
8 effective date, another properly executed original Certificate of
9 Insurance and original copies of endorsements or certified original
10 policies, including all endorsements and attachments thereto
11 evidencing coverage's set forth herein and the insurance required
12 herein is in full force and effect. *GOTR shall not commence
13 operations until the City has been furnished original Certificate(s) of
14 Insurance and certified original copies of endorsements and if
15 requested, certified original policies of insurance including all
16 endorsements and any and all other attachments as required in this
17 Section.* An individual authorized by the insurance carrier to do so on
18 its behalf shall sign the original endorsements for each policy and the
19 Certificate of Insurance.

- 14 3. If, during the term of this Agreement or any extension thereof, there
15 is a material change in the Services; or, there is a material change in
16 the equipment to be used in the performance of the Services which
17 will add additional exposures (such as the use of) aircraft, watercraft,
18 cranes, etc.); or, the term of this Agreement, including any
19 extensions thereof, exceeds five (5) years the City reserves the right
20 to adjust the types of insurance required under this Agreement and
21 the monetary limits of liability for the insurance coverage's currently
22 required herein, if; in the City Attorney's reasonable judgment, the
23 amount or type of insurance carried by the sponsor has become
24 inadequate.
- 22 4. GOTR shall pass down the insurance obligations contained herein
23 to all tiers of subcontractors working under this Agreement.
- 24 5. The insurance requirements contained in this Agreement may be
25 met with a program(s) of self-insurance acceptable to the City.

- 1 6. GOTR agrees to notify City of any claim by a third party of any
2 incident or event that may give rise to claim arising from the
3 performance of this Agreement.

4 **Section 9. HUD Indemnity.** GOTR shall defend, indemnify, and hold harmless
5 the County of San Bernardino and City, their respective elected and appointed
6 officials, officers, employees and agents against any liability, claims, losses,
7 demands, and actions incurred by the County of San Bernardino and City as a
8 result of the determination by the U.S. Department of Fair Housing and Urban
9 Development (“HUD”) or its successor that activities undertaken by GOTR under
10 the program(s) (including, but not limited to, GOTR’s performance of any Services
11 prior to or after the date of this Agreement) fail to comply with any laws, regulations
12 or policies applicable thereto or that any funds billed by and disbursed to GOTR
13 under this Agreement were improperly expended. This indemnity shall survive and
14 extend beyond the term or termination of this Agreement.

15 **Section 10. Indemnity.** GOTR shall defend, indemnify, and hold harmless the
16 County of San Bernardino and the City, their respective elected and appointed
17 officials, officers, employees and agents from and against any and all actions,
18 damages, losses, judgments, causes of action and/or liability imposed or claimed
19 relating to the injury or death of any person or damage to any person or property,
20 and pay all costs including attorney’s fees, costs, and other legal expenses, arising
21 directly or indirectly from any act or omission of GOTR or its consultants or
22 subcontractors in performing Services hereunder (including, but not limited to,
23 GOTR’s performance of Services prior to or after the date of this Agreement). This
24 indemnity shall survive and extend beyond the term or termination of this
25 Agreement.

19 **Section 11. Prohibition Against Conflicts of Interest.**

- 20 A. GOTR and its assigns, employees, agents, consultants, officers and elected
21 and appointed officials shall become familiar with and shall comply with the
22 CDBG regulations prohibiting conflicts of interest contained in 24 CFR
23 570.611, by this reference incorporated herein.
- 24 B. GOTR understands and agrees that no waiver or exception can be granted
25 to the prohibition against conflict of interest except upon written approval
 HUD pursuant to 24 CFR 570.611(d). Any request by GOTR for any

exception shall first be reviewed by City to determine whether such request is appropriate for submission to HUD.

C. Prior to any funding under this Agreement, GOTR shall provide City with a list of all employees, agents, consultants, officers and elected and appointed officials who are in a position to participate in a decision-making process, exercise any functions or responsibilities, or gain inside information with respect to the CDBG activities funded under this Agreement. GOTR shall also promptly disclose to City any potential conflict, including even the appearance of conflict, that may arise with respect to the CDBG activities funded under this agreement.

D. Any violation of this section shall be deemed a breach of this Agreement and shall be ground for immediate termination by the City.

Section 12. Religious Activities. Under federal regulations, CDBG assistance may not be used for inherently religious activities or provided to primarily religious entities for any activities including secular activities. GOTR shall adhere to the restrictions set forth in 24 CFR 570.200(j), by this reference is incorporated herein.

Section 13. Lobbying. GOTR certifies to the best of its knowledge and belief, that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

1 C. The undersigned shall require that the language of this certification be
2 included in the award document for all subawards at all tiers (including
3 subcontracts, subgrants, and contracts under grants, loans, and
4 cooperative agreements) and that all subrecipients shall certify and disclose
accordingly. This certification is a material representation of fact upon which
reliance was placed when this transaction was made or entered into.

5 **Section 14. Entire Agreement/Modification.** This Agreement represents the
6 entire Agreement of the parties hereto as to the matters contained herein. Any
7 modification of this Agreement will be effective only if it is in writing and signed by
the parties hereto.

8 **Section 15. Assignment.** This Agreement shall not be assigned without the prior
9 written consent of City. Any assignment, or attempted assignment, without such
10 prior consent, shall be null and void and, at the option of City, result in the
immediate termination of this Agreement.

11 **Section 16. Attorney's Fees and Governing Law.** In the event any action is
12 commenced to enforce or interpret the terms or conditions of the Agreement the
13 prevailing party shall, in addition to any costs or other relief, be entitled to recover
14 its reasonable attorney's fees. This Agreement and any dispute arising hereunder
15 shall be governed by and interpreted in accordance with the laws of the State of
16 California. This Agreement shall be construed as a whole according to its fair
17 language and common meaning to achieve the objectives and purposed of the
18 parties hereto, and the rule of construction to the effect that ambiguities are to be
resolved against the drafting party shall not be employed in interpreting this
Agreement, all parties having been represented by counsel in the negotiation and
preparation hereof.

19 **Section 17. Jurisdiction and Venue.** Any action at law or in equity arising
20 under this Agreement or brought by a party hereto for the purpose of enforcing,
21 construing or determining the validity of any provision of this Agreement shall be
22 filed in a court of competent jurisdiction in the County of San Bernardino, State of
23 California, and the parties hereto waive all provisions of law providing for the filing,
removal or change of venue to any other court or jurisdiction.

24 **Section 18. Program Reporting.** GOTR agrees to prepare and submit financial,
25 program progress, and other reports as required by HUD or the County of San
Bernardino and/or City accounts as are considered necessary by HUD or the

1 County of San Bernardino and/or City to assure proper accounting for all Contract
2 funds. All GOTR records, with the exception of confidential client information, shall
3 be made available to representatives of the County of San Bernardino and/or City
4 and the appropriate federal agencies. GOTR is required to submit data necessary
5 to complete the Annual Grantee Performance Report in accordance with HUD
6 regulations in the format and at the time designated by the City's Community
7 Development Director or his/her designee. By the 30th of each month, GOTR shall
8 submit a completed "Monthly Program Progress Report." GOTR shall also provide
9 to City any necessary documentation that the City in its sole and absolute
10 discretion may require, including, without limitation, documentation necessary for
11 completion of the Annual Grantee Performance Report.

12 **Section 19. Applicability of Agreement.** In consideration of the intent of the
13 parties to memorialize the parties understanding of the terms of their agreement,
14 all uses of the present tense shall be interpreted to apply to the term of the
15 Agreement. With the exceptions of Sections 9, 10, 11, and any other section of
16 this Agreement expressly stating otherwise, which obligations shall not terminate,
17 the terms and conditions of this Agreement shall only apply during the term of this
18 Agreement.

19 **Section 20. Waiver.** Failure by a party to insist upon the strict performance of
20 any of the provisions of this Agreement by the other party, or the failure by a party
21 to exercise its rights upon the default of the other party, shall not constitute a waiver
22 of such party's right to insist and demand strict compliance by the other party with
23 the terms of this Agreement thereafter.

24 **Section 21. Severability.** Each section and provision of this Agreement is
25 severable from each other provision, and if any provision or part thereof is declared
invalid, the remaining provisions shall nevertheless remain in full force and effect.

Section 22. Counterparts. This Agreement may be signed by the different
parties hereto in counterparts, each of which shall be an original but all of which
together shall constitute one and the same agreement.

CITY OF GRAND TERRACE

Konrad Bolowich
City Manager

Date

ATTEST:

Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney

GIRLS ON THE RUN INLAND EMPIRE

Judith Wood,
President & CEO

Date

EXHIBIT A

SERVICES:

For the 2025-2026 program year, the City of Grand Terrace will contract with Girls on the Run Inland Empire (GOTR) to deliver an 8-10 week program promoting physical activity, healthy behaviors, confidence, and positive connections for approximately 40 LMI girls ages 8-14. Funding will support staff time for recruiting, training, and supporting four (4) volunteer coaches, curriculum costs for 40 participants, and coordination of an end-of-season 5K event for program graduates, coaches, and families. The total project budget is \$10,844, with \$10,000 allocated for project implementation by the City of Grand Terrace and \$844 for Activity Delivery Costs incurred by San Bernardino County.

TIME OF PERFORMANCE: July 1, 2025 through June 30, 2026

PROGRAM PARTICIPANT PERFORMANCE STANDARDS:

CDBG Activity: Girls' Confidence-Building Program

Measurable Outcome: Approximately 40 children will gain access to a girls' confidence-building program.

In addition to units of service, the City of Grand Terrace will report unduplicated client counts on the Monthly Program Progress/Direct Benefit Report, Exhibit 4, Part II.

OPERATIONS:

The GOTR Girls' Confidence-Building Program will be operated through contracts with local schools, community groups, or parks within the City of Grand Terrace. The program will serve girls in the Grand Terrace community. The GOTR administrative office is located at PO BOX 21044, RIVERSIDE, CA 92516.

EXHIBIT B

DRAFT CONSOLIDATED PLAN

17	County Log #	GRAN25PS-042		
	Project Name	Grand Terrace: Girls on the Run		
	Target Area	Participating Cities		
	Goals Supported	Fund new and existing public service activities		
	Needs Addressed	Public services		
	Funding	Prior Year: \$10,000	Current Year FY 2025-26: \$844	Total: \$10,844
	Description	Public Service - Girls on the Run, under contract with the City of Grand Terrace, will provide an 8-10 week program designed to promote physical activity, healthy behaviors, confidence, and positive connections to approximately 40 LMI girls ages, 8-14. The funding would cover staff time to recruit, train, and support four (4) volunteer coaches, the cost of curriculum for 40 youth participants, and the cost of coordinating and hosting an end-of-season 5K event for the program graduates, coaches, and families. The total project budget is \$10,844. \$10,000 will be used by the City of Grand Terrace for project implementation. \$844 will be used to support Activity Delivery Costs incurred by San Bernardino County.		
	Target Date	6/30/2026		
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 40 children from low- and moderate-income households will benefit		
	Location Description	City of Grand Terrace		
	Planned Activities	CDBG funds will support an 8-10 week youth development program and a 5K event promoting physical activity and confidence.		
	Contingency	Funding is subject to change based on final HUD allocation.		



CITY OF GRAND TERRACE

MEMORANDUM

TO: City Council

FROM: Shanita Tillman, Senior Management Analyst

DATE: March 6, 2025

SUBJECT: Public Hearing to Form Community Facilities District No. 2025-1 (Public Maintenance Services): A public hearing to consider

the following: Adoption of Resolution No. 2025-XX, Resolution of formation for Community Facilities District (CFD) 2025-1. Adopt Resolution No. 2025-XX, resolution calling a special election for CFD 2025-1. Adopt Resolution No. 2025-XX, resolution declaring the results of the special election and directing recording of a notice of special tax lien for CFD No. 2025-1. Adopt Ordinance XXXX, of City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services) and to authorize the levy of a special tax therein to finance certain services.

Dear City Council:

The Public Works Department is requesting that the Public Hearing for this item be continued to the next regular City Council meeting to a date certain of March 25, 2025, due to the publication of this item not being completed within 7 days of the Public Hearing.

Gov Code 53322. (a) The clerk of the legislative body shall publish a notice of the hearing pursuant to Section 6061 in a newspaper of general circulation published in the area of the proposed district. Publication shall be complete at least seven days prior to the date of the hearing.

Pursuant to Gov Code 53325: The hearing may be continued from time to time, but shall be completed within 30 days.

Attachments: Agenda Staff Report



AGENDA REPORT

MEETING DATE: March 11, 2025

TITLE: Public Hearing to Form Community Facilities District No. 2025-1 (Public Maintenance Services)

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: Adopt Resolution No. 2025-XX, resolution of formation for Community Facilities District (CFD) 2025-1. Adopt Resolution No. 2025-XX, resolution calling a special election for CFD 2025-1. Adopt Resolution No. 2025-XX, resolution declaring the results of the special election and directing recording of a notice of special tax lien for CFD No. 2025-1. Adopt Ordinance XXXX, of City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services) and to authorize the levy of a special tax therein to finance certain services.

2030 VISION STATEMENT:

Goal #1 "Ensure Our Fiscal Viability" by implementing a funding mechanism via the formation of a Community Facilities District for the maintenance of new landscaping and lighting installed due to new development.

BACKGROUND:

On June 25, 2024, the City Council of Grand Terrace approved Final Tract Map No. 20395, a six-lot residential development that includes pedestrian sidewalks, landscaping, and street and utility improvements. On January 14, 2025, the City Council adopted Resolution No. 2025-03, declaring its intention to establish Community Facilities District (CFD) No. 2025-1 for public maintenance services and authorize the levy of a special tax.

The public hearing was initially set for February 25, 2025, but was postponed to March 11, 2025, with notice provided to the property owner and published in the newspaper. At the hearing, the City Council will consider adopting a Resolution of Formation to establish CFD 2025-1, calling and declaring the results of a special landowner election, and introducing an ordinance to authorize the special tax levy.

The property owner has submitted a consent and waiver form, allowing the election to proceed without time limits or additional analysis. Willdan Financial Services confirmed that fewer than 12 registered voters reside within the CFD boundaries, requiring only a landowner election. The City Clerk has canvassed the ballots, and the property owner was allowed one vote per acre or portion thereof.

A CFD Report prepared by Willdan Financial Services outlines the public services required, estimated costs, and a boundary map for CFD 2025-1.

DISCUSSION:

The conditions of development for the project require inclusion in CFD 2025-1 to fund increased landscaping, lighting, drainage, and street maintenance costs resulting from the development.

To offset the impact of new development on city services, staff recommends that the City Council approve the establishment of CFD 2025-1 (Public Services) by holding a public hearing, adopting the Resolution of Formation, calling for a special election, and declaring the election results, followed by the first reading of the Ordinance authorizing the special tax. The special tax revenue will fund maintenance services needed due to the development.

The project, owned by Jay-Gees, LLC, is located south of Litton Avenue, west of La Cadena Drive, and east of Rosedale Street, encompassing assessor's parcel number 0275-083-03-0000. It consists of six single-family residential parcels.

Once the formation is complete and at least two-thirds of the votes approve, property owners will begin paying annual special taxes for CFD 2025-1 starting the fiscal year after receiving a building permit. These taxes will be itemized on their property tax bill per the Rate and Method of Apportionment of Special Tax.

ENVIRONMENTAL IMPACT:

Establishing a Community Facilities District (CFD) itself does not create a physical environmental impact, as it is primarily a financial mechanism for funding public services like landscaping, lighting, drainage, and street maintenance.

FISCAL IMPACT:

The City expects to collect an annual special tax of \$1,816 plus CPI per detached dwelling unit within CFD 2025-1, beginning the fiscal year after a building permit is issued. This tax will be itemized on the property tax bill based on the Rate and Method of Apportionment of Special Tax. For the six single-family residential parcels in the project, CFD 2025-1 will generate a total annual special tax of \$10,896, subject to annual inflationary adjustments.

RESOLUTION NO. 2025-XX

RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE TO ESTABLISH CITY OF GRAND TERRACE COMMUNITY FACILITIES DISTRICT NO. 2025-1 (PUBLIC MAINTENANCE SERVICES), TO ESTABLISH AN APPROPRIATIONS LIMIT THEREFOR, TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN, AND TO SUBMIT THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS THEREOF

WHEREAS, on January 14, 2025, the City Council adopted a resolution entitled “A Resolution of the City Council of the City of Grand Terrace Declaring Its Intention to Establish a City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services)” (the “Resolution of Intention”), stating its intention to form Community Facilities District No. 2025-1 (Public Maintenance Services) (the “CFD”), of the City pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”) to finance certain services to serve the CFD (the “Services”);

WHEREAS, the Resolution of Intention, setting forth a description of the proposed boundaries of the CFD, Services to be financed by the CFD, including incidental expenses, and the rate and method of apportionment (the “Rate and Method”) of the special tax (the “Special Tax”) to be levied within the CFD to pay for the Services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, the Resolution of Intention set February 25, 2025, or as soon thereafter as practical, as the date for a public hearing on the establishment of the CFD, the extent of the CFD, the furnishing of the Services within the CFD, and the proposed Rate and Method;

WHEREAS, City Council did not hold a council meeting on February 25, 2025 and the public hearing was postponed to March 11, 2025, at 6:00 p.m., or as soon thereafter as practical, and notice was provided to the property owner within the CFD;

WHEREAS, a notice of the public hearing to be held on March 11, 2025 was published in accordance with the Act;

WHEREAS, on this date, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD;

WHEREAS, at the hearing all interested persons desiring to be heard for or against the establishment of the CFD, the extent of the CFD, the furnishing of the Services and the Rate and Method were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the “CFD Report”) as to the Services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this Council, at the conclusion of said hearing, is fully advised in the premises;

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the Rate and Method have not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special taxes; and

WHEREAS, the Special Tax proposed to be levied in the CFD to pay for the proposed services has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special taxes.

WHEREAS, City Staff reviewed the proposed CFD formation and determined that forming the CFD and financing the Services, as described in Section 7 of this Resolution, does not constitute a project for purposes of the California Environmental Quality Act, commencing with Section 21000 of the California Public Resources Code and the California Environmental Quality Act Guidelines, Article 5 of Chapter 3 of Division 6 of Title 14 of the California Code of Regulations, (collectively "CEQA"). CEQA Guidelines Section 15378 specifically state that the term "project" for CEQA purposes does not include "continuing administrative or maintenance activities" or "[t]he creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment." (CEQA Guidelines §§ 15378 (b)(2) and (b)(4).)

WHEREAS, the CFD is intended to fund landscaping and lighting maintenance, drainage maintenance and street maintenance attributable to new growth within the City.

WHEREAS, in addition to the foregoing, because the project is a financing mechanism to fund ongoing administrative and maintenance operations, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore is exempt from CEQA's provisions. (CEQA Guidelines §15061(b)(3).)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Grand Terrace does hereby resolve, determine and order as follows:

1. Recitals Correct. The foregoing recitals are true and correct.
2. Public Hearing. On this date, pursuant to notice thereof duly given as provided by law, the City Council held a public hearing with respect to the establishment of the CFD and the annual levying of the Special Tax within the CFD to pay for the Services.
3. No Majority Protest. The proposed Special Tax to be levied within the CFD has not been precluded by majority protest pursuant to section 53324 of the Act.
4. Prior Proceedings Valid. All prior proceedings taken by this City Council in connection with the establishment of the CFD and the levy of the Special Tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.

5. Name of the District. The community facilities district designated “City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services)” of the City is hereby established pursuant to the Act.

6. Boundaries of the District. The Resolution of Intention provides the boundaries of the territory proposed for inclusion in the CFD, as set forth in the map of the CFD heretofore recorded in the San Bernardino County Recorder’s Office on January 23, 2025, in Book 92 at Page 23 as Recording Reference No. 2025-0015564 of Maps of Assessment and Community Facilities Districts.

7. Description of Services. The Services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit “A” hereto and by this reference incorporated herein.

8. Special Tax.

a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a Special Tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes or in such other manner as may be prescribed by this Council.

b. The proposed Rate and Method, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, is shown in Exhibit “B” attached hereto and hereby incorporated herein.

9. CFD Report. The CFD Report is hereby approved and is made a part of the record of the public hearing regarding the formation of the CFD, and is ordered to be kept on file with the City Clerk as part of the transcript of these proceedings.

10. Increased Demands. It is hereby found and determined that the Services are necessary to meet increased demands placed upon the City, as the result of development occurring in the CFD.

11. Responsible Official. The Public Works Director, or his or her designee, of the City of Grand Terrace, located at 22795 Barton Rd, Grand Terrace, CA, 92313, telephone number (909) 954-5200, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor’s parcel number and who will be responsible for estimating future levies of the Special Tax.

12. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the CFD ceases.

13. Description of Voting Procedures. The voting procedures to be followed in conducting the special election (the “Special Election”) on the proposition of the annual

levy of the Special Tax and on the proposition to establish an appropriations limit for the CFD, if the CFD is established, shall be as follows:

a. If at least 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public or protest hearing (the “protest hearing”), the vote in the Special Election shall be by the registered voters of the CFD with each voter having one vote. In that event, the Special Election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the Act and pursuant to the provisions of the California Elections Code governing elections of cities, insofar as they may be applicable, and pursuant to said Section 53326 the ballots for the Special Election shall be distributed to the qualified electors of the CFD by mail with return postage prepaid or by personal service, and the Special Election shall be conducted as a mail ballot election.

b. If 12 persons have not been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the protest hearing, the vote in the Special Election is to be by the landowners of the CFD, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns within the CFD, the Special Election shall be conducted by the City Clerk pursuant to Section 53326 of the Act as follows:

(i) The Special Election shall be held on the earliest date, following the adoption by the City Council of this Resolution and a resolution calling the Special Election, to submit to the qualified electors of the CFD the propositions with respect to: (i) the levy of Special Tax to finance the Services and (ii) the establishment of an appropriations limit for the CFD.

(ii) Pursuant to said Section 53326, the Special Election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the CFD waive the time limits for conducting the elections set forth in said Section 53326 by unanimous written consent and the Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(iii) Pursuant to said Section 53326, ballots for the Special Election shall be distributed to the qualified electors by the Clerk by mail with return postage prepaid, or by personal service.

(iv) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, the City Clerk shall mail (or deliver) to each qualified elector an official ballot and shall also mail to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this Resolution and the exhibits hereto; provided, however, that analysis and arguments regarding the ballot measure may be waived with the unanimous consent of all the landowners, and in such event a finding regarding such waivers shall be made in the resolution adopted by the City Council calling the Special Election.

(v) The official ballot to be mailed (or delivered) by the Clerk to each landowner shall have printed or typed thereon the name of the landowner and the number of votes to be

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

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

(vii) The instruction to voter form to be mailed by the Clerk to the landowners shall inform them that the official ballots shall be returned to the Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted no later than 6:00 p.m. on the date of the Special Election, or immediately after the Resolution Calling the Special Election is adopted.

(viii) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the Special Election, the Clerk shall canvass the votes cast in the Special Election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

14. Annexation Territory. Other property within the boundaries of the City may be annexed into the CFD pursuant to Article 3.5 of the Act.

15. Exempt Property. Except as provided in Section 53340.1 of the Act and except for properties that a local agency is a landowner of within the meaning of subdivision (f) of Section 53317 of the Act, pursuant to Section 53340 of the Act, properties of entities of the state, federal and local governments shall be exempt from the levy of the Special Tax. Reference is hereby made to the Rate and Method for a description of other properties or entities that are expressly exempted from the levy of the Special Tax.

16. Appropriations Limit. An appropriations limit for the CFD is hereby established, subject to voter approval, as an amount equal to all the proceeds of the Special Tax collected annually within such CFD and as defined by Article XIIIB of the California Constitution, as adjusted for changes in the cost of living and changes in population.

17. Special Tax Accountability Measures. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the City Council hereby establishes the

following accountability measures pertaining to the levy by the CFD of the Special Tax described in Section 8 above:

- a. The Special Tax shall be levied for the specific purposes set forth in Section 7 hereof.
- b. The proceeds of the levy of the Special Tax shall be applied only to the specific purposes set forth in Section 7 hereof.
- c. The CFD shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- d. The Public Works Director, or his or her designee, acting for and on behalf of the CFD, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

18. CEQA. The City Council hereby finds that the CFD formation involves creation of a funding mechanism for certain ongoing service and maintenance activities that do not have any potential for significantly impacting the environment. Further, the City Council hereby finds that it can be seen with certainty that the proposed financing mechanism and services funded thereby have no possibility of resulting in a significant effect on the environment. Therefore, the City Council, in its independent judgment, finds that the project is exempt from CEQA, and hereby directs City Staff to prepare and file a Notice of Exemption with the County Clerk within five days of adoption of this Resolution pursuant to Section 21152 of the California Public Resources Code and Section 15062 of the CEQA Guidelines.

19. Effective Date. This resolution shall take effect upon its adoption.

PASSED, APPROVED and ADOPTED this 25th day of February, 2025 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Daysi Alcocer
City Clerk

Bill Hussey
Mayor, City of Grand Terrace

STATE OF CALIFORNIA)

COUNTY OF SAN BERNARDINO)

CITY OF GRAND TERRACE)

I, Daysi Alcocer, City Clerk of the CITY OF GRAND TERRACE, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2025- _____ was duly passed, approved, and adopted by the City Council, approved and signed by the Mayor, and attested by the City Clerk, all at the regular meeting of said City Council held on the 11th day of March 2025, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Executed this 11th day of March 2025, at Grand Terrace, California.

Daysi Alcocer

City Clerk for the City of Grand Terrace

[SEAL]

Exhibit A

City of Grand Terrace Community Facilities District No. 2025-1

(Public Maintenance Services)

Description of Services

The services (the “Services”) described below are proposed to be financed by City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services) (the “CFD”). The Services are in addition to those provided in the territory of the CFD before establishing the CFD. The Services do not supplant services already available within the territory of the CFD before establishing the CFD.

Landscaping and Lighting Maintenance: includes the labor, material, administration, personnel, equipment and utilities (i.e., water and power) necessary to maintain public landscaping and lighting improvements for, within, or associated with the CFD, including trees, turf, ground cover, shrubs, weed removal, irrigation systems, sidewalk, drainage facilities, lighting, signs, monuments, graffiti removal, walkways, and associated appurtenant facilities located within, or associated with, the CFD.

Drainage Maintenance: includes the labor, material, testing, reporting, remediation, permitting, general administration, personnel, equipment and utilities necessary to maintain public drainage improvements for, within, or associated with the CFD, including drain inlets, filters, detention basin, storm drain pipeline, and associated appurtenant facilities located within, or associated with, the CFD.

Street Maintenance: includes the labor, material, administration, personnel, equipment and utilities necessary to maintain public streets, streetlights and associated appurtenant facilities for, within, or associated with the CFD, including City overhead costs associated with providing such services within the CFD.

The cost of the Services shall include incidental expenses, including, but not limited to, the costs associated with forming the CFD, determination of the amount of the Special Taxes, collection of the Special Taxes, payment of the Special Taxes, and costs incurred in order to carry out the authorized purposes of the CFD.

All Services shall be provided by the City of Grand Terrace, with its own forces or by contract with third parties, or any combination thereof, to be determined entirely by the City of Grand Terrace.

Nothing in this description of Services or any Resolution of the City Council shall be construed as committing the City or the CFD to provide all of the authorized Services. The provision of Services shall be subject to the successful formation of the CFD and the availability of sufficient proceeds of special taxes within the CFD. The City may annually prioritize, at its discretion, the authorized Services that would be funded and the amount of the special tax proceeds that it will use for each Service.

The description of the Services, as set forth herein, is general in its nature. The final nature of the Services will be determined upon the City's approval of services. The approval thereof may show substitutes in lieu of, or modification to, the proposed Services in order to provide the public Services necessitated by development occurring in the CFD, and any such substitution shall not be a change or modification in the proceedings as long as such substitute Services serve a function or provide a service substantially similar to that function served or the service provided by the Services described in this Report.

Exhibit B

City of Grand Terrace Community Facilities District No. 2025-1

(Public Maintenance Services)

Rate and Method of Apportionment

A Special Tax of City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services) ("CFD") shall be levied on all Assessor's Parcels within the CFD and collected each Fiscal Year commencing in Fiscal Year 2025/26 in an amount determined by the Special Tax Administrator through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrative Expenses" means the following actual or reasonably estimated costs incurred by the City as administrator of the CFD, provided that such costs are directly related to administration of the CFD: costs to determine, levy and collect the Special Taxes, including an allocable share of the salaries and benefits of City employees, the fees of consultants, and legal counsel; the costs of collecting installments of the Special Taxes upon the general tax rolls, including any charges levied by County departments; and the preparation of required reports and any other costs required to administer the CFD in accordance with the Act, as determined by the City.

"Annual Escalation Factor" means the greater of (i) three percent (3%) or (ii) the Annual percentage increase in the Consumer Price Index for All Urban Consumers for San Bernardino-San Bernardino-Ontario, CA Area (not seasonally adjusted) as determined by the Bureau of Labor Statistics. If said index is discontinued, then an alternative index may be used as determined by the Special Tax Administrator.

"Assessor's Parcel" means a Lot or parcel of land shown on an Assessor's Parcel Map with a parcel number assigned by the Assessor of the County that corresponds to a number shown on the County Assessor's roll.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

“Attached Residential” means an Assessor’s Parcel of Developed Property, which is not Affordable Housing Property, within the CFD for which a Building Permit has been issued for purposes of constructing a residential structure or structures sharing common walls and/or common spaces, qualified as Attached Residential at the City’s discretion, consisting of two or more Dwelling Units, including, but not limited to duplexes, triplexes, and apartment units, as of June 30th preceding the Fiscal Year in which the Special Tax is being levied.

“Base Year” means Fiscal Year 2025/26.

“Building Permit” means a permit issued for new construction of a residential or non-residential structure. For purposes of this definition, “Building Permit” shall not include permits issued solely for grading, utility improvements, or other such improvements that are constructed and installed and are not intended for human occupancy.

“CFD” means City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services).

“City” means the City of Grand Terrace.

“City Clerk” means the City Clerk for the City or his or her designee.

“Council” means the City Council of the City, acting as the legislative body of the CFD.

“County” means the County of San Bernardino, California.

“Detached Residential” means an Assessors’ Parcel of Developed Property within the CFD, which is not Affordable Housing Property, for which a Building Permit has been issued for purposes of constructing a residential structure consisting of one single-family detached Dwelling Unit, including Mobile Homes, as of June 30th preceding the Fiscal Year in which the Special Tax is being levied.

“Developed Property” means, for Detached Residential, Attached Residential, or Affordable Housing Property, an Assessor’s Parcel within the CFD for which a Building Permit was issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied, based on the number of Dwelling Units or Building Square Footage, as applicable, per City or County records for that Assessor’s Parcel.

“Drainage Maintenance Requirement” means for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing the labor, material, testing, reporting, remediation, permitting, general administration, personnel, equipment and utilities necessary to maintain public drainage improvements for, within, or associated with the CFD, including drain inlets, filters, detention basin, storm drain pipeline, and associated appurtenant facilities located within, or associated with, the CFD.

“Dwelling Unit” means each separate residential unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential units, in which a person or persons may live, which comprises an independent facility and is not considered to be for non-residential use only, and as defined in the City of Grand Terrace's Municipal Code.

“Exempt Property” means for each Fiscal Year, an Assessor's Parcel within the CFD not subject to the Special Tax. Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement such as railroad parcels, roads and landscape lots, (iv) property reasonably designated by the City or Special Tax Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors that may make development of such property impractical for human occupancy, and (v) Welfare Exemption Property.

“Final Map” means an Assessor's Parcel Map, a Final Subdivision Map, parcel map, condominium plan, or any other map functionally considered to be an equivalent development map that has been recorded in the Office of the County Recorder.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Landscaping and Lighting Maintenance Requirement” means for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing landscaping and lighting maintenance within, or associated with the CFD, including the labor, material, administration, personnel, equipment and utilities (i.e., water and power) necessary to maintain public landscaping and lighting improvements for, within, or associated with the CFD, including trees, turf, ground cover, shrubs, weed removal, irrigation systems, sidewalk, drainage facilities, lighting, signs, monuments, graffiti removal, walkways, and associated appurtenant facilities located within, or associated with, the CFD.

“Land Use Class” means any of the classes listed in Table 1 and defined herein.

“Lot” means an individual legal lot created by an Assessor's Parcel Map or Final Map.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied by the CFD in any Fiscal Year on any Assessor's Parcel.

“Mobile Home” means a vehicle designed and equipped for human habitation as defined by the California Health & Safety Code § 18008.

“Property Owner Association Property” means, for each Fiscal Year, any property within the CFD that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder, to a property owner association, including any master or sub-association, which consists of property owned in

common by owners of surrounding properties and it is intended for use for community purposes.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levied per Assessor’s Parcel of Developed Property to the Maximum Special Tax per Assessor’s Parcel of Developed Property is equal for all Assessor’s Parcels of Developed Property. **“Proportionately”** means, for Undeveloped Property, that the ratio of the actual Special Tax levied per Assessor’s Parcel of Undeveloped Property to the Maximum Special Tax per Assessor’s Parcel of Undeveloped Property is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; provided, however, that Taxable City Property shall not be categorized as Public Property, and any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; and (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Reserve Fund” means a fund that shall be created and maintained for the CFD for each Fiscal Year to provide necessary cash flow to cover maintenance and operational cost overruns, and delinquencies in the payment of Special Taxes.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

“Special Tax Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“Special Tax Requirement” means the sum of (i) Streetscape and Landscape Maintenance Requirement, (ii) Administrative Expenses of the CFD, and (iii) any amounts required to establish or replenish a Reserve Fund for that Fiscal Year.

“State” means the State of California.

“Street Maintenance Requirement” means, for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing the labor, material, administration, personnel, equipment and utilities necessary to maintain public streets, streetlights and associated appurtenant facilities for, within, or associated with the CFD, including City overhead costs associated with providing such services within the CFD.

“Streetscape and Landscape Maintenance Requirement” means the sum of the Landscaping and Lighting Maintenance Requirement, the Street Maintenance Requirement, and the Drainage Maintenance Requirement.

“Taxable Property” means all Assessor’s Parcels of Developed Property and Undeveloped Property within the CFD that are not Exempt from the Special Tax pursuant to law or as defined herein.

“Undeveloped Property” means, for each Fiscal Year, an Assessor’s Parcel within the CFD for which a Building Permit has not been issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied and is not classified as Exempt Property.

“Welfare Exemption Property” means, in any Fiscal Year, any Parcels that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, commencing with Fiscal Year 2025/26, using the definitions above, each Assessor’s Parcel within the CFD shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2025/26, Taxable Property shall be further classified as Attached Residential, Detached Residential, Affordable Housing Property, or Undeveloped Property.

C. MAXIMUM SPECIAL TAX RATES

Land Use Class	Land Use Description	Fiscal Year 2025/26 Maximum Special Tax Rate
1	Detached Residential	\$1,816.00 per Dwelling Unit
2	Attached Residential	\$1,089.60 per Dwelling Unit
3	Undeveloped Property	\$2,867.38 per Lot acre

For each Fiscal Year following the Base Year, the Maximum Special Tax rates shall be increased by the Annual Escalation Factor. A different Maximum Special Tax may be added to the CFD as a result of future annexations or if future annexations involve a new Land Use Class.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2025/26, and for each subsequent Fiscal Year, the Special Tax Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement:

Step 1: The Special Tax shall be Proportionately levied each Fiscal Year on each Assessor’s Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to meet the Special Tax Requirement. The applicable Maximum

Special Tax shall be based on the Developed Property's classification as Detached Residential or Attached Residential.

Step 2: If after applying the method of apportionment in Step 1, if additional funds are needed to satisfy the Special Tax Requirement, the Special Tax shall be Proportionately levied each Fiscal Year on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to meet the remainder of the Special Tax Requirement needed. The applicable Maximum Special Tax shall be based on the Undeveloped Property's classification.

E. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section A.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section A, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Sections B, C, and D.

F. APPEALS

Any landowner who pays the Special Tax and believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Special Tax Administrator regarding such error. If following such consultation, the Special Tax Administrator determines that an error has occurred, the Special Tax Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any, the landowner believes such error still exists, such person may file a written notice with the City Clerk of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of any such written notice, the City Clerk shall forward a copy of such notice to the City Finance Director, who shall either (1) refer the matter to the City's existing hearing board for administrative appeals; or (2) establish as part of the proceedings and administration of the CFD, a special three-member Review/Appeal Committee. The Review/Appeal Committee may establish such procedures, as it deems necessary to undertake the review of any such appeal. The hearing board or Review/Appeal Committee shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any landowner appeals, as herein specified. The decision of the hearing board or Review/Appeal Committee shall be final and binding to all persons.

G. MANNER OF COLLECTION

Special Taxes levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided however that (i) the CFD may directly bill the Special Tax, and (ii) the CFD may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City Council.

H. TERM OF SPECIAL TAX

Taxable Property in the CFD shall remain subject to the Special Tax in perpetuity or until the City Council takes appropriate actions to terminate the Special Tax pursuant to the Act.

RESOLUTION NO. 2025 - XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE
CALLING A SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED
ELECTORS OF CITY OF GRAND TERRACE COMMUNITY FACILITIES DISTRICT
NO. 2025-1 (PUBLIC MAINTENANCE SERVICES) PROPOSITIONS REGARDING
THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND THE ANNUAL LEVY
OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT**

WHEREAS, on March 11, 2025 the City Council (the “City Council”) of the City of Grand Terrace (the “City”) held a public hearing (the “Public Hearing”) on the establishment of Community Facilities District No. 2025-1 (Public Maintenance Services) (the “District”).

WHEREAS, following the Public Hearing, the City Council adopted a resolution entitled “Resolution of Formation of the City Council of the City of Grand Terrace to Establish City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services), to Establish an Appropriations Limit therefore, to Authorize the Levy of a Special Tax therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof” (the “Resolution of Formation”) ordering the formation of the District, and subject to approval of the qualified electors of the District, authorizing the levy of a special tax (the “Special Tax”) on property within the District and establishing an appropriations limit for the District, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the California Government Code (the “Act”); and

WHEREAS, pursuant to the Resolution of Formation, the propositions relating to the levy of the Special Tax and the establishment of an appropriations limit will be submitted to the qualified electors of the District as required by the Act; and

WHEREAS, the City Clerk has advised the City Council that she has received a statement from the Registrar of Voters of the County San Bernardino that less than twelve (12) persons are registered to vote in the territory of the District; and

WHEREAS, the City Clerk has advised the City Council that she has received Consent and Waiver forms from each and every landowner within the District, pursuant to which each landowner has expressly waived certain requirements related to the conduct of the election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Grand Terrace does hereby resolve, determine and order as follows:

- 1. Recitals.** The above recitals are all true and correct.
- 2. Call of Election.** The City Council hereby calls and schedules a special election for March 11, 2025, to consider the proposition described in Section 3 below.

3. Proposition.

- a. Pursuant to Sections 53325.7, 53326 and 53353.5 of the Act, the proposition relating to the levy of the Special Tax and the proposition relating to the establishment of the appropriations limit shall be combined into one ballot proposition and shall be submitted to the qualified electors of the District as required by the Act.
- b. If the combined proposition for the levy of the Special Tax and the establishment of the appropriations limit receives the approval of more than two-thirds of the votes cast on the proposition, the Special Tax may be levied and the appropriations limit may be established as provided for in the Resolution of Formation.
- c. The amount, method of collection and purpose of the Special Tax are specified in the Resolution of Formation, on file in the office of the City Clerk and by this reference incorporated herein.
- d. The proposition to be submitted to the voters of the District at such special election shall be as follows:

Shall special taxes with a rate and method of apportionment ("RMA") attached hereto as Exhibit A and incorporated herein and made a part of this ballot measure and as also set forth in Exhibit "B" to the resolution entitled "Resolution of Formation of the City Council of the City of Grand Terrace to Establish City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services), to Establish an Appropriations Limit therefor, to Authorize the Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof" (the "Resolution of Formation") be levied annually in perpetuity on taxable property within City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services), to pay for the maintenance of landscaping, lighting, streets and drainage, and incidental expenses related thereto, and shall the appropriations limit be established, all as set forth in the Resolution of Formation?

- 4. **Electors Determined.** The City Council finds that 12 persons have not been registered to vote within the territory of the District for each of the 90 days preceding the close of the Public Hearing and that pursuant to Section 53326 of the Act, the vote in the special election called by this Resolution shall be by the landowners of the District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within the District which would be subject to the proposed special taxes if they were levied at the time of the election.

5. Conduct of Election. Except as otherwise provided in Section 6 hereof, the special election shall be conducted by the City Clerk in accordance with the provisions of the California Elections Code governing mail ballot elections of cities, and particularly the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they may be applicable.

6. Election Procedures.

a. The procedures to be followed in conducting the special election on the proposition described in Section 3 shall be as provided in the Resolution of Formation. It is hereby acknowledged that the City Clerk has on file a copy of the Resolution of Formation.

b. The City Council hereby finds that the qualified electors of the CFD have waived the time limits for conducting the special election by unanimous written consent.

7. Concurrence of City Clerk. The City Council hereby finds and determines that the City Clerk has concurred in the shortened time for the election, pursuant to Section 53326 of the Act.

PASSED, APPROVED and ADOPTED this 11th day of March, 2025 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Daysi Alcocer
City Clerk

Bill Hussey
Mayor, City of Grand Terrace

STATE OF CALIFORNIA)

COUNTY OF SAN BERNARDINO)

CITY OF GRAND TERRACE)

I, Daysi Alcocer, City Clerk of the CITY OF GRAND TERRACE, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2025- _____ was duly passed, approved, and adopted by the City Council, approved and signed by the Mayor, and attested by the City Clerk, all at the regular meeting of said City Council held on the 11th day of March 2025, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Executed this 11th day of March 2025, at Grand Terrace, California.

Daysi Alcocer

City Clerk for the City of Grand Terrace

[SEAL]

RESOLUTION NO. 2025 - XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE DECLARING THE RESULTS OF A SPECIAL ELECTION IN CITY OF GRAND TERRACE COMMUNITY FACILITIES DISTRICT NO. 2025-1 (PUBLIC MAINTENANCE SERVICES) AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

WHEREAS, in proceedings heretofore conducted by the City Council of the City of Grand Terrace (the "City Council") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311, of the California Government Code (the "Act"), the City Council adopted Resolution No. 2025-XX on March 11, 2025, entitled "Resolution of the City Council of the City of Grand Terrace Calling a Special Election and Submitting to the Qualified Electors of City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services) Propositions Regarding the Establishment of an Appropriations Limit and the Annual Levy of a Special Tax within the Community Facilities District" (the "Resolution Calling Election"), calling for a special election (the "Special Election") of the qualified electors within Community Facilities District No. 2025-1 (Public Maintenance Services) (the "District"); and

WHEREAS, pursuant to the terms of the Resolution Calling Election, which are by this reference incorporated herein, the Special Election was held on March 11, 2025, and the City Clerk has on file a Certificate of the City Clerk as to the Results of the Canvass of the Election Returns (the "Certificate"), a copy of which is attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, this City Council has reviewed said Certificate and hereby approves it.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Grand Terrace does hereby resolve, determine and order as follows:

- 1. Recitals.** The above recitals are all true and correct.
- 2. Ballot Measure.** The ballot measure (the "Ballot Measure") presented to the qualified electors is set forth in Exhibit A attached hereto and by this reference incorporated herein.
- 3. Election Results.** The results of the Special Election are as set forth in the Certificate on file with the City Clerk and attached hereto as Exhibit A. Pursuant to the Certificate, the Ballot Measure presented at the Special Election was approved by the qualified electors of the District.
- 4. Ballot Measure Authorized.** This City Council, acting in its capacity as legislative body of the District, is hereby authorized to levy on the land within the District the special tax described in the Ballot Measure for the purposes described therein and to take the necessary steps to levy the special tax authorized by the Ballot Measure. The appropriations limit as specified in the Ballot Measure is hereby established.
- 5. Finding of Validity.** It is hereby found that all prior proceedings and actions taken by this City Council with respect to the District were valid and in conformity with the Act.
- 6. Notice of Special Tax Lien.** The City Clerk is hereby directed to record in the office of the County Recorder of the County of San Bernardino within fifteen days of the date

hereof a notice of special tax lien with respect to the District in substantially the form required by California Streets and Highways Code Section 3114.5.

PASSED, APPROVED and ADOPTED this 11th day of March, 2025 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Daysi Alcocer
City Clerk

Bill Hussey
Mayor, City of Grand Terrace

STATE OF CALIFORNIA)

COUNTY OF SAN BERNARDINO)

CITY OF GRAND TERRACE)

I, Daysi Alcocer, City Clerk of the CITY OF GRAND TERRACE, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2025- _____ was duly passed, approved, and adopted by the City Council, approved and signed by the Mayor, and attested by the City Clerk, all at the regular meeting of said City Council held on the 11th day of March 2025, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Executed this 11th day of March 2025, at Grand Terrace, California.

Daysi Alcocer

City Clerk for the City of Grand Terrace

[SEAL]

EXHIBIT A
CITY OF GRAND TERRACE
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(PUBLIC MAINTENANCE SERVICES)

CERTIFICATE OF THE CITY CLERK AS TO THE
RESULTS OF THE CANVASS OF THE ELECTION RETURNS

I, Daysi Alcocer, City Clerk of the City of Grand Terrace, hereby certify that I canvassed the returns of the Special Election in the City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services) (the "District"), that the election was held in the Chambers of the City Council at 22795 Barton, Grand Terrace, California 92313 on March 11, 2025.

I further certify that the total number of ballots cast in said election and the total number of votes cast for and against the measure are full, true and correct:

Measure	Qualified Eligible Votes	Votes Cast	Yes	No
Shall special taxes with a rate and method of apportionment ("RMA") attached hereto as Exhibit A and incorporated herein and made a part of this ballot measure and as also set forth in Exhibit "B" to the resolution entitled "Resolution of Formation of the City Council of the City of Grand Terrace to Establish City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services), to Establish an Appropriations Limit therefor, to Authorize the Levy of a Special Tax Therein, and to Submit the Establishment of an Appropriations Limit and the Levy of a Special Tax to the Qualified Electors Thereof" (the "Resolution of Formation") be levied annually in perpetuity on taxable property within City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services), to pay for the maintenance of landscaping, lighting, streets and drainage, and incidental expenses related thereto, and shall the appropriations limit be established, all as set forth in the Resolution of Formation?	4			

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this ____ day of _____, 2025.

By: _____
Daysi Alcocer
City Clerk
City of Grand Terrace



City of Grand Terrace

Community Facilities District No 2025-1 (Public Maintenance Services)

CFD REPORT

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I. INTRODUCTION

WHEREAS, the City Council of the City of Grand Terrace (hereinafter referred to as the “Council”), in the State of California, did, pursuant Section 53321.5 of Chapter 2.5 of Part 1, of Division 2, of Title 5 of the Government Code of the State of California, as amended (the “Act”), expressly order the filing of a written Community Facilities District Report (“Report”) with the City of Grand Terrace for a proposed Community Facilities District, which Community Facilities District shall be referred to as Community Facilities District No. 2025-1 (Public Maintenance Services), (hereinafter referred to as the “CFD”); and

WHEREAS, the Report generally contains the following:

A brief description of the public services (the “Services”) which are required to adequately meet the needs of the CFD; and

an estimate of the cost of financing such Services; and

the rate and method of apportionment of the special tax in sufficient detail to allow each property owner within the proposed CFD to calculate the Maximum Special Tax that may be levied against their property.

For particulars, reference is made to the Resolution of Intention, Resolution No. 2025-03, as previously approved. All capitalized terms not defined herein are defined in the Rate and Method of Apportionment of Special Tax section of this Report.

NOW THEREFORE, Willdan Financial Services, the appointed responsible firm directed to prepare the Report, pursuant to the provisions of the Act, does hereby submit said Report.

//. DESCRIPTION OF SERVICES

The services (the “Services”) described below are proposed to be financed by City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services) (the “CFD”). The Services are in addition to those provided in the territory of the CFD before establishing the CFD. The Services do not supplant services already available within the territory of the CFD before establishing the CFD.

Landscaping and Lighting Maintenance: includes the labor, material, administration, personnel, equipment and utilities (i.e., water and power) necessary to maintain public landscaping and lighting improvements for, within, or associated with the CFD, including trees, turf, ground cover, shrubs, weed removal, irrigation systems, sidewalk, drainage facilities, lighting, signs, monuments, graffiti removal, walkways, and associated appurtenant facilities located within, or associated with, the CFD.

Drainage Maintenance: includes the labor, material, testing, reporting, remediation, permitting, general administration, personnel, equipment and utilities necessary to maintain public drainage improvements for, within, or associated with the CFD, including drain inlets, filters, detention basin, storm drain pipeline, and associated appurtenant facilities located within, or associated with, the CFD.

Street Maintenance: includes the labor, material, administration, personnel, equipment and utilities necessary to maintain public streets, streetlights and associated appurtenant facilities for, within, or associated with the CFD, including City overhead costs associated with providing such services within the CFD.

The cost of the Services shall include incidental expenses, including, but not limited to, the costs associated with forming the CFD, determination of the amount of the Special Taxes, collection of the Special Taxes, payment of the Special Taxes, and costs incurred in order to carry out the authorized purposes of the CFD.

All Services shall be provided by the City of Grand Terrace, with its own forces or by contract with third parties, or any combination thereof, to be determined entirely by the City of Grand Terrace.

Nothing in this description of Services or any Resolution of the City Council shall be construed as committing the City or the CFD to provide all of the authorized Services. The provision of Services shall be subject to the successful formation of the CFD and the availability of sufficient proceeds of special taxes within the CFD. The City may annually prioritize, at its discretion, the authorized Services that would be funded and the amount of the special tax proceeds that it will use for each Service.

The description of the Services, as set forth herein, is general in its nature. The final nature of the Services will be determined upon the City’s approval of services. The approval thereof may show substitutes in lieu of, or modification to, the proposed

Services in order to provide the public Services necessitated by development occurring in the CFD, and any such substitution shall not be a change or modification in the proceedings as long as such substitute Services serve a function or provide a service substantially similar to that function served or the service provided by the Services described in this Report.

/// COST ESTIMATE

Cost Estimates for Services

The CFD is being formed to mitigate the financial impact of providing additional Public Services created by new development in the City. The Services are in addition to the Services already provided to the area, if any, before the CFD was created. The initial Maximum Special Tax that may be levied annually for each land use type is shown in Table 1 of the Rate and Method of Apportionment.

The budget below represents the estimated cost of Services within the CFD. The City's current maintenance contracts and utility rates were used to estimate the initial CFD Budget for Fiscal Year 2025/26 and the corresponding Special Tax rates.

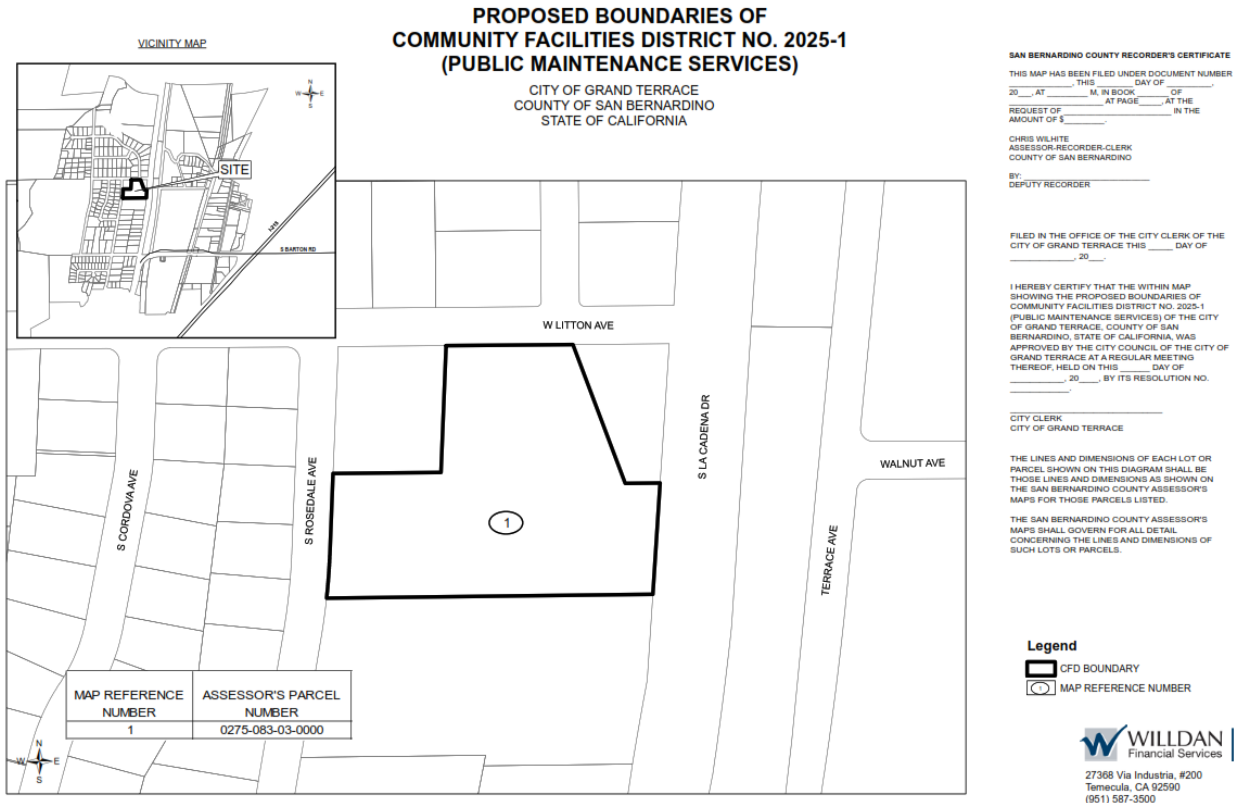
Budget Description	Fiscal Year 2025/26 Estimate
Streetlights	\$504
Tree Maintenance	1,932
City-maintained Landscaping	2,778
Drainage Facilities	500
Street Maintenance	80
Graffiti Control	140
Total Direct Costs	\$5,934
Reserve	\$890
Administration and Incidentals	\$3,500
Future Rehabilitation Costs	\$573
Total Estimated Budget	\$10,896

The estimated budget may increase after Fiscal Year 2025/26 due to cost inflation and any new development and its affiliated new maintenance needs.

For each fiscal year following the Base Year (Fiscal Year 2025/26), the initial Maximum Special Tax rates shall be automatically increased in accordance with the Annual Escalation Factor.

IV. DESCRIPTION OF BOUNDARIES

A description of the exterior boundaries of the territory proposed for inclusion in the CFD, including properties and parcels of land proposed to be subject to the levy of a special tax by the CFD, is as shown on the boundary map designated as “PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2025-1 (Public Maintenance Services),” which is on file in the office of the City Clerk and is shown as follows for reference.



V. RATE AND METHOD OF APPORTIONMENT

A Special Tax of City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services) ("CFD") shall be levied on all Assessor's Parcels within the CFD and collected each Fiscal Year commencing in Fiscal Year 2025/26 in an amount determined by the Special Tax Administrator through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrative Expenses" means the following actual or reasonably estimated costs incurred by the City as administrator of the CFD, provided that such costs are directly related to administration of the CFD: costs to determine, levy and collect the Special Taxes, including an allocable share of the salaries and benefits of City employees, the fees of consultants, and legal counsel; the costs of collecting installments of the Special Taxes upon the general tax rolls, including any charges levied by County departments; and the preparation of required reports and any other costs required to administer the CFD in accordance with the Act, as determined by the City.

"Annual Escalation Factor" means the greater of (i) three percent (3%) or (ii) the Annual percentage increase in the Consumer Price Index for All Urban Consumers for San Bernardino-San Bernardino-Ontario, CA Area (not seasonally adjusted) as determined by the Bureau of Labor Statistics. If said index is discontinued, then an alternative index may be used as determined by the Special Tax Administrator.

"Assessor's Parcel" means a Lot or parcel of land shown on an Assessor's Parcel Map with a parcel number assigned by the Assessor of the County that corresponds to a number shown on the County Assessor's roll.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Attached Residential" means an Assessor's Parcel of Developed Property, which is not Affordable Housing Property, within the CFD for which a Building Permit has been issued for purposes of constructing a residential structure or structures sharing common walls and/or common spaces, qualified as Attached Residential at the City's discretion, consisting of two or more Dwelling Units,

including, but not limited to duplexes, triplexes, and apartment units, as of June 30th preceding the Fiscal Year in which the Special Tax is being levied.

“Base Year” means Fiscal Year 2025/26.

“Building Permit” means a permit issued for new construction of a residential or non-residential structure. For purposes of this definition, “Building Permit” shall not include permits issued solely for grading, utility improvements, or other such improvements that are constructed and installed and are not intended for human occupancy.

“CFD” means City of Grand Terrace Community Facilities District No. 2025-1 (Public Maintenance Services).

“City” means the City of Grand Terrace.

“City Clerk” means the City Clerk for the City or his or her designee.

“Council” means the City Council of the City, acting as the legislative body of the CFD.

“County” means the County of San Bernardino, California.

“Detached Residential” means an Assessors’ Parcel of Developed Property within the CFD, which is not Affordable Housing Property, for which a Building Permit has been issued for purposes of constructing a residential structure consisting of one single-family detached Dwelling Unit, including Mobile Homes, as of June 30th preceding the Fiscal Year in which the Special Tax is being levied.

“Developed Property” means, for Detached Residential, Attached Residential, or Affordable Housing Property, an Assessor’s Parcel within the CFD for which a Building Permit was issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied, based on the number of Dwelling Units or Building Square Footage, as applicable, per City or County records for that Assessor’s Parcel.

“Drainage Maintenance Requirement” means for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing the labor, material, testing, reporting, remediation, permitting, general administration, personnel, equipment and utilities necessary to maintain public drainage improvements for, within, or associated with the CFD, including drain inlets, filters, detention basin, storm drain pipeline, and associated appurtenant facilities located within, or associated with, the CFD.

“Dwelling Unit” means each separate residential unit that comprises an independent facility capable of conveyance or rental separate from adjacent

residential units, in which a person or persons may live, which comprises an independent facility and is not considered to be for non-residential use only, and as defined in the City of Grand Terrace's Municipal Code.

“Exempt Property” means for each Fiscal Year, an Assessor's Parcel within the CFD not subject to the Special Tax. Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement such as railroad parcels, roads and landscape lots, (iv) property reasonably designated by the City or Special Tax Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors that may make development of such property impractical for human occupancy, and (v) Welfare Exemption Property.

“Final Map” means an Assessor's Parcel Map, a Final Subdivision Map, parcel map, condominium plan, or any other map functionally considered to be an equivalent development map that has been recorded in the Office of the County Recorder.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Landscaping and Lighting Maintenance Requirement” means for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing landscaping and lighting maintenance within, or associated with the CFD, including the labor, material, administration, personnel, equipment and utilities (i.e., water and power) necessary to maintain public landscaping and lighting improvements for, within, or associated with the CFD, including trees, turf, ground cover, shrubs, weed removal, irrigation systems, sidewalk, drainage facilities, lighting, signs, monuments, graffiti removal, walkways, and associated appurtenant facilities located within, or associated with, the CFD.

“Land Use Class” means any of the classes listed in Table 1 and defined herein.

“Lot” means an individual legal lot created by an Assessor's Parcel Map or Final Map.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied by the CFD in any Fiscal Year on any Assessor's Parcel.

“Mobile Home” means a vehicle designed and equipped for human habitation as defined by the California Health & Safety Code § 18008.

“Property Owner Association Property” means, for each Fiscal Year, any property within the CFD that is owned by, or irrevocably dedicated as indicated in

an instrument recorded with the County Recorder, to a property owner association, including any master or sub-association, which consists of property owned in common by owners of surrounding properties and it is intended for use for community purposes.

“Proportionately” means, for Developed Property, that the ratio of the actual Special Tax levied per Assessor’s Parcel of Developed Property to the Maximum Special Tax per Assessor’s Parcel of Developed Property is equal for all Assessor’s Parcels of Developed Property. **“Proportionately”** means, for Undeveloped Property, that the ratio of the actual Special Tax levied per Assessor’s Parcel of Undeveloped Property to the Maximum Special Tax per Assessor’s Parcel of Undeveloped Property is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; provided, however, that Taxable City Property shall not be categorized as Public Property, and any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act (as such section may be amended or replaced) shall be taxed and classified in accordance with its use; and (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Reserve Fund” means a fund that shall be created and maintained for the CFD for each Fiscal Year to provide necessary cash flow to cover maintenance and operational cost overruns, and delinquencies in the payment of Special Taxes.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

“Special Tax Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“Special Tax Requirement” means the sum of (i) Streetscape and Landscape Maintenance Requirement, (ii) Administrative Expenses of the CFD, and (iii) any amounts required to establish or replenish a Reserve Fund for that Fiscal Year.

“State” means the State of California.

“Street Maintenance Requirement” means, for any Fiscal Year in which the Special Taxes are levied, the amount equal to the budgeted costs for providing the labor, material, administration, personnel, equipment and utilities necessary

to maintain public streets, streetlights and associated appurtenant facilities for, within, or associated with the CFD, including City overhead costs associated with providing such services within the CFD.

“Streetscape and Landscape Maintenance Requirement” means the sum of the Landscaping and Lighting Maintenance Requirement, the Street Maintenance Requirement, and the Drainage Maintenance Requirement.

“Taxable Property” means all Assessor’s Parcels of Developed Property and Undeveloped Property within the CFD that are not Exempt from the Special Tax pursuant to law or as defined herein.

“Undeveloped Property” means, for each Fiscal Year, an Assessor’s Parcel within the CFD for which a Building Permit has not been issued on or prior to June 30th preceding the Fiscal Year in which the Special Tax is being levied and is not classified as Exempt Property.

“Welfare Exemption Property” means, in any Fiscal Year, any Parcels that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, commencing with Fiscal Year 2025/26, using the definitions above, each Assessor’s Parcel within the CFD shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2025/26, Taxable Property shall be further classified as Attached Residential, Detached Residential, Affordable Housing Property, or Undeveloped Property.

C. MAXIMUM SPECIAL TAX RATES

Land Use Class	Land Use Description	Fiscal Year 2025/26 Maximum Special Tax Rate
1	Detached Residential	\$1,816.00 per Dwelling Unit
2	Attached Residential	\$1,089.60 per Dwelling Unit
3	Undeveloped Property	\$2,867.38 per Lot acre

For each Fiscal Year following the Base Year, the Maximum Special Tax rates shall be increased by the Annual Escalation Factor. A different Maximum Special Tax may be added to the CFD as a result of future annexations or if future annexations involve a new Land Use Class.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing Fiscal Year 2025/26, and for each subsequent Fiscal Year, the Special Tax Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement:

Step 1: The Special Tax shall be Proportionately levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to meet the Special Tax Requirement. The applicable Maximum Special Tax shall be based on the Developed Property's classification as Detached Residential or Attached Residential.

Step 2: If after applying the method of apportionment in Step 1, if additional funds are needed to satisfy the Special Tax Requirement, the Special Tax shall be Proportionately levied each Fiscal Year on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax to meet the remainder of the Special Tax Requirement needed. The applicable Maximum Special Tax shall be based on the Undeveloped Property's classification.

E. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section A.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section A, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Sections B, C, and D.

F. APPEALS

Any landowner who pays the Special Tax and believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Special Tax Administrator regarding such error. If following such consultation, the Special Tax Administrator determines that an error has occurred, the Special Tax Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any, the landowner believes such error still exists, such person may file a written notice with the City Clerk of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of any such written notice, the City Clerk shall forward a copy of such notice to the City Finance Director, who shall either (1) refer the matter to the City's existing hearing board for administrative appeals; or (2) establish as part of the proceedings and administration of the CFD, a

special three-member Review/Appeal Committee. The Review/Appeal Committee may establish such procedures, as it deems necessary to undertake the review of any such appeal. The hearing board or Review/Appeal Committee shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any landowner appeals, as herein specified. The decision of the hearing board or Review/Appeal Committee shall be final and binding to all persons.

G. MANNER OF COLLECTION

Special Taxes levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided however that (i) the CFD may directly bill the Special Tax, and (ii) the CFD may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City Council.

H. TERM OF SPECIAL TAX

Taxable Property in the CFD shall remain subject to the Special Tax in perpetuity or until the City Council takes appropriate actions to terminate the Special Tax pursuant to the Act.



AGENDA REPORT

MEETING DATE: March 11, 2025

TITLE: Grand Terrace Grows: Citywide Tree Planting Initiative

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION:

1. Approve the Grand Terrace Grows initiative and authorize staff to proceed with tree purchases, community outreach, and the planning of the Earth Day tree planting event as outlined in the report.
2. Approve the expenditures related to the Grand Terrace Grows initiative, including tree purchases, which exceed the City Manager's spending authority of \$25,000.
3. Authorize the generation of purchase orders for these expenses, covering all associated costs up to \$75,000.

2030 VISION STATEMENT:

Goal #4: Develop and implement successful partnerships with local residents and nurseries.

BACKGROUND:

On February 11, 2025, the City Council approved the midyear budget, identifying savings that could be reallocated to beneficial community projects. Staff recommends using a portion of these savings to enhance the City's tree canopy by launching Grand Terrace Grows: Citywide Tree Planting Initiative. This initiative aligns with the City's commitment to sustainability, community engagement, and beautification efforts.

DISCUSSION:

The Grand Terrace Grows initiative aims to plant 200+ trees throughout the City, initially targeting residential properties that have not received a replacement tree after a parkway tree removal or do not currently have a parkway tree.

As part of this program, the City will host an Earth Day tree planting event with the participation of residents, local Boy Scouts, Girl Scouts, and community volunteers. Tree planting will be coordinated by Public Works staff, with support from volunteers. Mulch provided by Burrtec will be distributed to residents receiving new trees.

To ensure tree planting is completed on time, any trees not planted by May 31, 2025, will be contracted to West Coast Arborist (WCA) for completion. Residents receiving trees must sign an Agreement for Tree Planting in the Public Right of Way, which requires them to select their preferred tree species and agree to maintain the tree.

ENVIRONMENTAL IMPACT:

The Grand Terrace Grows initiative will positively impact the environment by improving air quality, reducing the urban heat island effect, and enhancing stormwater management through the planting

of trees. These efforts will contribute to sustainability, increase biodiversity, and help mitigate climate change over time.

FISCAL IMPACT:

Tree Planting by WCA	Approximately 215 trees at \$115 per tree	\$25,000
Tree Purchases	Approximately 435 trees	Up to \$43,540
Supplies	Stakes, tree tablets, caution tape, shovels, etc.	\$1,000
Overtime Costs	Seven staff members working 8 hours	\$3,360
Misc. Costs	Equipment, transportation	\$1,200
Advertising	Including banners for event promotion	\$500
Printing and Mailing Letters	Letters to residents eligible for tree planting	\$150
Snacks for Participants	Light snacks	\$250

Staff recommends allocating \$75,000 to the Grand Terrace Grows initiative. Please note that the costs outlined in the report are estimates, and the actual expenditures may vary. The number of trees purchased, and other associated costs will be adjusted as needed to stay within the \$75,000 spending limit. Staff will make necessary adjustments based on available funds, ensuring that the project remains within the approved budget. All funds for this initiative should be expended by June 30, 2025 and will be coded to 10-175-244-000-000.