



CITY OF GRAND TERRACE

City Council

AGENDA • August 26, 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

1. Boy Scouts of America Troop 40
2. Blue Mountain Hike & Stakeholders Survey Update Presented by Shanita Tillman, Senior Management Analyst
3. New Employee Oath of Affirmation - Gill Garza & Jennifer Vickstrom, Presented by Daysi Alcocer, City Clerk

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, and Direct the City Attorney to Read by Title only for, Ordinances on the Agenda

RECOMMENDATION:

DEPARTMENT: City Clerk

- 2) Approval of Minutes - Regular Meeting - July 22, 2025

RECOMMENDATION:

DEPARTMENT: City Clerk

- 3) Emergency Management Performance Grant- FY2024

RECOMMENDATION: RECEIVE AND FILE THE SAN BERNARDINO COUNTY OFFICE OF EMERGENCY SERVICES-EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROJECT APPROVAL NOTIFICATION LETTER; AND

ADOPT A RESOLUTION (1) ACCEPTING THE EMPG AWARD IN THE AMOUNT OF \$13,608; (2) AUTHORIZING THE IN-KIND MATCH OF \$13,608 FROM THE CITY'S APPROVED FY2025-26 OPERATING BUDGET AS REQUIRED BY THE EMPG GRANT; (3) APPROVING THE REVENUE AND EXPENSE APPROPRIATIONS IN THE AMOUNTS OF \$27,216 RESPECTIVELY FOR THE EMPG GRANT ACTIVITY; AND (4) APPROVING THE FY24 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) SUBRECIPIENT AGREEMENT

DEPARTMENT: City Manager

- 4) Accept the Historical & Cultural Activities Committee Member Resignations

RECOMMENDATION: ACCEPT THE RESIGNATIONS OF HISTORICAL & CULTURAL ACTIVITIES COMMITTEE MEMBERS TONI EPPS & DIANNE JOHNSON; AND DIRECT THE CITY CLERK TO PREPARE AND SEND A LETTER OF APPRECIATION ON BEHALF OF THE CITY COUNCIL

DEPARTMENT: City Clerk

- 5) Approve Amendment No 1. to Agreement Between the City of Grand Terrace and the County of San Bernardino for Maintenance of the Ballot Drop Box at City Hall

RECOMMENDATION: APPROVE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF GRAND TERRACE AND THE COUNTY OF SAN BERNARDINO FOR MAINTENANCE OF THE BALLOT DROP BOX AT CITY HALL; AND

AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

DEPARTMENT: City Clerk

- 6) Approval of Willdan Engineering Building & Safety Services Agreement

RECOMMENDATION: APPROVE AGREEMENT WITH WILLDAN ENGINEERING FOR BUILDING & SAFETY PROFESSIONAL SERVICES; AND

AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM.

DEPARTMENT: City Manager

- 7) Consideration of the Dissolution of the Barton Road Specific Plan (SP-89-02) in Grand Terrace, California 92313

DEPARTMENT: Planning & Development Services

E. PUBLIC HEARINGS - NONE

F. UNFINISHED BUSINESS - NONE

G. NEW BUSINESS

- 8) Historical & Cultural Activities Committee Member Appointments - Hanni Bennett & Daniel Flores

RECOMMENDATION: THAT ONE (1) CITY COUNCIL MEMBER SELECT AN APPLICANT TO SERVE ON THE HISTORICAL & CULTURAL ACTIVITIES COMMITTEE AS THEIR APPOINTEE; AND THAT THE MAYOR APPOINT, SUBJECT TO CITY COUNCIL APPROVAL, AN APPLICANT AS AN AT-LARGE HISTORICAL & CULTURAL ACTIVITIES COMMITTEE MEMBER

DEPARTMENT: City Clerk

- 9) Community Benefit Fund Award to Academy of Champions in the Amount of \$2,000

RECOMMENDATION: APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION IN THE AMOUNT OF \$2,000.00 TO THE ACADEMY OF CHAMPIONS

DEPARTMENT: Finance

- 10) Community Benefit Fund Grant Award to Grand Terrace High School Cheer Booster Club in the amount of \$2,000

RECOMMENDATION: APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION IN THE AMOUNT OF \$2,000.00 TO THE GRAND TERRACE HIGH SCHOOL CHEER BOOSTER CLUB

DEPARTMENT: Finance

- 11) Community Benefit Fund Grant Award to Grand Terrace Titans Youth Football & Cheer in the Amount of \$2,000

RECOMMENDATION: APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION FROM GRAND TERRACE TITANS YOUTH FOOTBALL & CHEER IN THE AMOUNT OF \$2,000.00

DEPARTMENT: Finance

- 12) Community Benefit Fund Grant Award to Legacy Regiment Boosters in the amount of \$2,000

RECOMMENDATION: APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION FROM LEGACY REGIMENT BOOSTERS IN THE AMOUNT OF \$2,000.00

DEPARTMENT: Finance

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 - NONE

L. ADJOURN

The next Regular City Council Meeting will be held on September 9, 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 • July 22, 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, July 22, 2025 at 6:00 PM.

Invocation

The Invocation was given by Pastor Mark Matthews from Grand View Baptist Church.

Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Matt Brown.

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

Bobbie Forbes, Grand Terrace Resident, wanted to thank our Code Enforcement staff for their continuous hard work and stated that the recently burned building on Barton Road needs to be boarded up.

C. SPECIAL PRESENTATIONS - NONE

D. CONSENT CALENDAR

PUBLIC COMMENT

None.

Before the vote, Adrian Guerra, City Attorney, read by title only, second reading and adoption of "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA ADDING CHAPTER 12.60 (MOBILE FOOD TRUCKS) TO TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE GRAND TERRACE MUNICIPAL CODE TO REGULATE THE OPERATION OF MOBILE FOOD TRUCKS WITHIN THE CITY OF GRAND TERRACE" and;

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA AMENDING SECTION 1.16.010 ("GENERAL PENALTIES") OF TITLE 1 ("GENERAL PROVISIONS"); SECTION 2.44.020 ("VIOLATION—PENALTY") OF TITLE 2 ("ADMINISTRATION AND PERSONNEL"); SECTION 3.08.150 ("VIOLATION—PENALTY") OF TITLE 3 ("REVENUE AND FINANCE"); DESIGNATED", 4.28.010 ("FINES DESIGNATED"), 4.32.010 ("GENERALLY"), 4.36.010 ("FINES DESIGNATED"), 4.40.010 ("PENALTIES DESIGNATED"), 4.44.020 ("FINES DESIGNATED"), 4.48.040 ("VIOLATION OF SECTION 12.08.310"), 4.60 ("CONDUCT IN PUBLIC PARK"), 4.64.010 ("VIOLATION—PENALTY"), 4.68.060 ("VIOLATION—PENALTY"), 4.105.010 ("FINES DESIGNATED") OF TITLE 4 ("COMPREHENSIVE FEE SCHEDULES, FINES AND TAXES"); SECTIONS 5.04.390 ("VIOLATION—PENALTY"), 5.42.190 ("REMOVAL OF REFUSE") OF TITLE 5 ("BUSINESS TAXES, LICENSES AND REGULATIONS"); SECTIONS 6.04.050 ("ANIMAL NOISE"), 6.32.030 ("PENALTY PROVISION") OF TITLE 6 ("ANIMALS"); SECTIONS 8.04.170 ("VIOLATIONS"), 8.08.180 ("CRIMINAL PENALTIES"), 8.68.130 ("VIOLATION—PENALTY"), 8.104.080 ("SAME—CITY BUILDINGS AND FACILITIES), 8.104.090 ("SAME—CITY PARKS AND OTHER RECREATION AREAS"), 8.104.100 ("SMOKING WASTE", 8.108.060 ("PENALTY FOR VIOLATION"), 8.112.200 ("ADMINISTRATIVE FINES AND PENALTIES") OF TITLE 8 ("HEALTH AND SAFETY"); SECTIONS 9.05.030 ("VIOLATION—PENALTY"), 9.32.080 ("VIOLATIONS AND PENALTIES") OF TITLE 9 ("PUBLIC PEACE, MORALS AND WELFARE"); SECTION 10.04.640 ("INFRACTION—FINE") OF TITLE 10 ("VEHICLES AND TRAFFIC"); SECTIONS 12.08.440 ("FINES FOR FAILURE TO OBTAIN AN ENCROACHMENT PERMIT"), 12.24.060 ("INSURANCE REQUIRED"), 12.32.020 ("UNLAWFUL ACTS"), 12.32.140 ("PARK HOURS"), 12.32.160 ("VEHICLES IN PARKS"), 12.32.170 ("ASSEMBLIES, PROGRAMS OR FESTIVALS IN PARKS"), 12.32.180 ("SMOKING"), 12.36.060 ("VIOLATIONS"), 12.48.060 ("VIOLATION—PENALTY"), 12.52.020 ("GENERAL PROHIBITION"), 12.52.070 ("PENALTIES") OF TITLE 12 ("STREETS, SIDEWALKS AND PUBLIC PLACES"); SECTION 15.52.160 ("VIOLATION—PENALTY") OF TITLE 15 ("BUILDINGS AND CONSTRUCTION"); SECTIONS 18.60.030 ("PARKING REGULATIONS"), AND 18.91.050 ("DECLARATION OF PUBLIC NUISANCE") OF TITLE 18 ("ZONING") OF THE GRAND TERRACE MUNICIPAL CODE TO STREAMLINE THE IMPOSITION OF PENALTIES—INCLUDING INFRACTIONS, MISDEMEANORS, AND ADMINISTRATIVE CITATIONS—FOR CODE VIOLATIONS AND AUTHORIZING ADOPTION OF A SCHEDULE OF FINES BY RESOLUTION"

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

- 1) Waive Full Reading of, and Direct the City Attorney to Read by Title only for, Ordinances on the Agenda
- 2) Approval of Minutes - Regular Meeting - July 8, 2025
- 3) Adoption of an Ordinance Regulating Mobile Food Trucks to the City of Grand Terrace Municipal Code
- 4) Adoption of an Ordinance Authorizing the Establishment of a Schedule of Fines to the City of Grand Terrace Municipal Code
- 5) Approve Check #82521 to Mayor Hussey in the amount of \$359.85 from the May Check Register

Mayor Hussey recused himself on item # 5, check number 82521.

- 6) Authorization to Purchase Replacement Maintenance Vehicle for Public Works Department

E. PUBLIC HEARINGS - NONE

F. UNFINISHED BUSINESS – NONE

G. NEW BUSINESS

- 7) Future Agenda Item Request - Establishing a Recreation and Park District
- Konrad Bolowich, City Manager, provided the [PowerPoint](#) Presentation for this Item.

PUBLIC COMMENT

None.

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THIS REPORT OUTLINING THE PROCESS FOR AND IMPLICATIONS OF ESTABLISHING A RECREATION AND PARK DISTRICT, AND PROVIDE DIRECTION TO STAFF ON POTENTIAL NEXT STEPS.

MOTION TO RECEIVE AND FILE

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

8) Future Agenda Item Request - Tobacco Retail Licensing (TRL) Program

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

PUBLIC COMMENT

Israel Fuentes, Member of Colton Joint Unified School District, Board Member of Grand Terrace Community Coalition for Change and Tobacco Free San Bernardino County Provided background on TRL licensing and distributed binders with educational materials on youth tobacco use. Emphasized his mission to protect youth from tobacco marketing and offered support for educational efforts.

Margareth Gonzalez, Talamantes - Youth Advocate, Community Coalition for Change, expressed concern about youth-targeted tobacco marketing. Supported TRL licensing as a way to ensure responsible sales and reduce the availability of harmful tobacco products.

Isabella Soria, High School Student of Grand Terrace, shared concerns about flavored tobacco products appealing to youth and increasing addiction. She believes TRL licensing would help protect students.

Camila Soria, Jr. High Student, Grand Terrace thanked the mayor and council for their support in reducing tobacco harm. Voiced concern over rising tobacco uses among students and expressed support for TRL licensing as a protective measure.

Bobbie Forbes, Grand Terrace resident, opposed involving the city sheriff in policing businesses for tobacco-related issues, believes that tobacco education and enforcement should be the responsibility of parents, not the city.

RECOMMENDATION: THAT THE CITY COUNCIL PROVIDE DIRECTION AS TO THE IMPLEMENTATION OF A TOBACCO RETAIL LICENSING (TRL) PROGRAM THAT INCLUDES A REQUIREMENT FOR ALL TOBACCO RETAILERS TO OBTAIN A LOCAL TOBACCO RETAIL LICENSE, AND AN ANNUAL LICENSE FEE TO FUND ENFORCEMENT AND COMPLIANCE EFFORTS FOCUSED ON PREVENTING TOBACCO AND VAPE PRODUCT SALES TO MINORS

Adrian Guerra, City Attorney, stated for the record: The Motion is to Direct Staff to prepare a TRL ordinance and a recommended fee resolution.

RESULT:	FAILED 1 TO 4
MOVER:	Council Member Allen
SECONDER:	Mayor Hussey
ABSTAIN:	None
AYES:	Council Member Allen
NAYS:	Mayor Hussey, Mayor Pro Tem Sabino, Council Member Wilson, Council Member Brown

9) Future Agenda Item Request - Regulation of Auto Repair Activities in Residential Zones

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

PUBLIC COMMENT

Johan Gallo, Grand Terrace resident, raised concerns about regulating home auto repairs, particularly the difficulty in distinguishing personal work from unlicensed commercial activity. Highlighted enforcement challenges and noted issues with mobile repair businesses operating in residential areas.

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THIS REPORT AND DIRECT NO FURTHER ACTION AT THIS TIME, AS EXISTING CITY ORDINANCES, STATE LAWS, AND CODE ENFORCEMENT MECHANISMS PROVIDE SUFFICIENT AUTHORITY TO PROHIBIT AND ADDRESS ILLEGAL AUTO REPAIR ACTIVITIES OCCURRING IN RESIDENTIAL ZONES.

MOTION TO RECEIVE AND FILE

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

H. FUTURE AGENDA ITEMS

Council Member Matt Brown, requested a future agenda item to update the public on the Blue Mountain Trail Project, including consultant progress and results from the May stakeholder survey, which have not yet been released.

Konrad Bolowich, City Manager, stated that he will bring these items back and that no request for item is needed.

I. CITY COUNCIL COMMUNICATIONS

Council Member Matt Brown reported on the following:

- Nothing to report

Council Member Jeff Allen reported on the following:

- On July 9, 2025, attended the Grand Terrace Chamber of Commerce meeting and connected with Matthew Hernandez, Chair of the American Cancer Society.
- Announced the formation and leadership of the Grand Terrace Relay for Life team, invited the public to join and support the fundraiser on September 27, 2025, at Colton High School football stadium.

Council Member Doug Wilson reported on the following:

- Nothing to report.

Mayor Pro Tem Michelle Sabino reported on the following:

- Nothing to report.

Mayor Bill Hussey reported on the following:

- Shared his experience volunteering at the District Attorney's office and discussed using drones to identify and fine illegal fireworks violations and plans for the future of the 4th of July celebrations.

J. CITY MANAGER COMMUNICATIONS

Konrad Bolowich, City Manager, reported on the following:

- Thanked the community for patience during the Michigan paving project, which is now complete.
- The striping project will start and finish before the new school year.

FIRE DEPARTMENT

Battalion Chief Westfall announced that the Fire Department is partnering with Emergency Services to offer CERT Basic Training on July 26–27, 2025 for the Grand Terrace community.

SHERIFF DEPARTMENT

Lieutenant Fries invites the community to the San Bernardino County Sheriff's annual National Night Out event on Tuesday, August 5, 2025. Provided stats from a law enforcement checkpoint conducted on Friday, July 18, 2025. Emphasized the importance of reporting crimes promptly and reminded homeowners they have the right to not open their doors to solicitors.

K. CLOSED SESSION – NONE

L. ADJOURN

Mayor Hussey adjourned the Regular Meeting of the City Council at 7:47 p.m. The next Regular City Council Meeting will be held on Tuesday, August 12, 2025, at 6:00 p.m.

Bill Hussey, Mayor

Daysi Alcocer, City Clerk



AGENDA REPORT

MEETING DATE: August 26, 2025

TITLE: Emergency Management Performance Grant- FY2024

PRESENTED BY: Judith Garcia, Management Analyst

RECOMMENDATION: **RECEIVE AND FILE THE SAN BERNARDINO COUNTY OFFICE OF EMERGENCY SERVICES-EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROJECT APPROVAL NOTIFICATION LETTER; AND**

ADOPT A RESOLUTION (1) ACCEPTING THE EMPG AWARD IN THE AMOUNT OF \$13,608; (2) AUTHORIZING THE IN-KIND MATCH OF \$13,608 FROM THE CITY'S APPROVED FY2025-26 OPERATING BUDGET AS REQUIRED BY THE EMPG GRANT; (3) APPROVING THE REVENUE AND EXPENSE APPROPRIATIONS IN THE AMOUNTS OF \$27,216 RESPECTIVELY FOR THE EMPG GRANT ACTIVITY; AND (4) APPROVING THE FY24 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) SUBRECIPIENT AGREEMENT

2030 VISION STATEMENT:

Goal #1, "Ensuring Our Fiscal Viability"

BACKGROUND:

The Emergency Management Performance Grant (EMPG) is a federally funded program that provides financial assistance to state, local, tribal, and territorial governments to support comprehensive emergency management. The program encourages the enhancement of emergency management capabilities across all phases, including mitigation, preparedness, response, and recovery for all hazards and threats, helping ensure a consistent level of preparedness across jurisdictions.

Funds provided through the EMPG program must support local emergency management program activities that contribute to the San Bernardino County Operational Area's ability to prevent, prepare for, mitigate, respond to, and recover from emergencies and disasters, whether natural or man-made. Eligible activities include planning, organization, equipment, training, and exercises, which form the foundation for an effective and coordinated response to any disaster or emergency.

The EMPG requires recipients to provide a minimum dollar-for-dollar cost share. Local agencies must match the federal funding awarded with an equal amount of local funds.

DISCUSSION:

On July 4, 2025, the City received the Project Approval Notification Letter from San Bernardino County Office of Emergency Services for the Emergency Management Performance Grant FY2024 application submitted in the amount of \$13,608. Through the EMPG, the City aims to enhance the functionality and reliability of its Emergency Operations Center (EOC), located at City Hall. This

project aligns with the state's goal of Protecting Critical Infrastructure and Key Resources From All Threats and Hazards, such as the EOC, to improve immediate response efforts and support ongoing recovery operations, ensuring continuity of essential functions during and after emergencies.

The approved project will consist of replacing the existing generator at City Hall. This critical upgrade will provide uninterrupted power supply and ensure operational continuity in the event of a natural disaster or extended power outage. By investing in a more reliable power source, the City of Grand Terrace will have the ability to coordinate response efforts, provide public assistance, and maintain essential services during emergencies. The project approved by the San Bernardino County is listed below:

Equipment Description	Project Cost
Generator	\$13,608

Staff is requesting that City Council receive and file the San Bernardino County Office of Emergency Services-Emergency Management Performance Grant (EMPG) Project Approval Notification Letter (attached), accept the EMPG award in the amount of \$13,608 (attached), authorize the in-kind match of \$13,608 from the City’s Approved FY2025-26 operating budget as required by the EMPG grant, and approve the revenue and expense appropriations in the amount of \$27,216 respectively for the EMPG grant activity.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

The City will receive a federal reimbursement grant in the amount of \$13,608. Staff is requesting that City Council authorize the recognition of this grant revenue and a matching transfer of \$13,608 from the General Fund, which has already been accounted for in the FY2025-26 budget. The expense results in total appropriations of \$27,216, as outlined in the table below, to account for the grant expenditures. Reimbursement will occur after the project is completed.

Fund Description	Amounts
Revenue/Transfers	
75 75-300-33 Grant Revenues EMPG	\$13,608.00
75 75-800-10 Transfer from Fund 10	\$13,608.00
Total Revenue/Transfers	\$27,216.00
Expenditures	
75 75-195-706-000-000 Special Departmental Expense	\$27,216.00
Total Expenditures	\$27,216.00
10 10-999-999-075-000 Transfer to Fund 75	\$13,608.00



Office of Emergency Services

Luther Snoke
Chief Executive Officer

Crisanta Gonzalez
Director

June 26, 2025

**TO: FISCAL YEAR 2024 (FY24) EMERGENCY MANAGEMENT
PERFORMANCE GRANT (EMPG) PROGRAM SUBRECIPIENTS**

SUBJECT: FY24 EMPG PROJECT APPROVAL NOTIFICATION

This letter is to inform you that your city/town's application for the FY24 Emergency Management Performance Grant (EMPG) Program has been approved. Please consider this letter as an official authorization to proceed with your organization's FY24 EMPG project(s), on the condition additional approval(s) may be required before incurring additional costs (Environmental and Historic Preservation screening (EHP), Sole Source, etc.).

The performance period for the Operational Area's Grant is conducted from July 1, 2024, to June 30, 2026. In accordance with timelines required by the State of California and the Federal Emergency Management Agency (FEMA), we are requesting your organization reconcile all projects and submit final reports to the Office of Emergency Services (OES) Grants Administration Unit three months prior to the end of the grant to allow for closeout functions. All projects must be completed **on or before March 31, 2026**. Final documentation and reviews must be submitted **on or before April 10, 2026**.

All EMPG prerequisites to include deliverables, reports, and supporting documentation must be submitted to the OES Grants Administration Unit with the authorized agent's signature (wet blue ink).

Please adhere to the following procedures below:

1. **Match:** The EMPG grant requires a dollar-for-dollar cost share and can be fulfilled by utilizing non-federal dollars, via cash or in-kind match (in-kind must have prior approval, please see attached FY24 EMPG Match Guidance). When requesting reimbursement, both the cash match and in-kind match must be submitted with proper supporting documentation. See Attachment Q for requirements related to in-kind match.
2. **Modifications:** Any changes to the previously submitted project will require pre-approval from the State of California, prior to incurring any cost(s). The final modification is **due by December 31, 2025**.
3. **Performance Reports:** Track and report all cumulative project progress/status and submit quarterly reports timely. Quarterly Performance Reports are due on their respective dates. Please refer to your Subrecipient Application Workbook pg. 9-10, Attachment O, attached Performance Report and save the dates to your calendar.
4. **Reimbursement Requests:** Please submit copies of original invoices clearly outlining the grant item(s) purchased, proof of payment(s), SAM.gov verification, (two) sets of legible color photos (equip), (three) quotes/bids, payroll reports, and personnel activity reports.

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
First District

JESSE ARMENDAREZ
Second District

DAWN ROWE
Chair, Third District

CURT HAGMAN
Fourth District

JOE BACA, JR.
Vice Chair, Fifth District

Luther Snoke
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SUBJECT
DATE
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For the complete list of requirements, please refer to the attached Grant Reimbursement Checklist (attached).

5. If purchasing equipment, contact Louie Camacho at Louie.Camacho@oes.sbcounty.gov and cc Gustavo Mendoza by February 27, 2026.
6. If you have a Training project, ensure you refer to the **FY 2024 EMPG State Supplement** to the Federal Notice of Funding Opportunity (NOFO) in Section 4 and Section 6.
7. Procurement: Refer to the **FY 2024 EMPG State Supplement** to the Federal Notice of Funding Opportunity (NOFO) in Section 6 and 2 C.F.R. Part 200 Subpart D – Procurement Standards. Please follow the most stringent policy procedures.

Directions and guidance have been provided for you with any additional grant information as outlined in the State and Federal guidelines. The FY24 EMPG Subrecipient Agreement and FY24 Application Workbook, have been previously completed and signed by your jurisdiction. In addition, please be advised that acceptance of the FY24 EMPG grant funds make your jurisdiction subject to compliance with the FY24 EMPG Grant Assurances.

Please review the attached FY24 Emergency Management Performance Grant, Approved Project Worksheet for details and allocation amounts. If project modification(s) are required, please contact the OES Grants Administrative Unit.

Submit signed documents electronically to Gustavo Mendoza at gustavo.mendoza@oes.sbcounty.gov and mail the original with wet signature to:

San Bernardino Office of Emergency Services
Attn: Grants Administration Unit
1743 Miro Way.
Rialto, CA 92376-8630

Sincerely,



Crisanta Gonzalez,
Director,
Office of Emergency Services

CG:gm

cc: Grant Administration Unit

Attachments

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, ACCEPTING THE SAN BERNARDINO COUNTY OFFICE OF EMERGENCY SERVICES-EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) AWARD IN THE AMOUNT OF \$13,608, AUTHORIZING THE IN-KIND MATCH OF \$13,608 FROM THE CITY'S FY2025-26 OPERATING BUDGET AS REQUIRED BY THE EMPG GRANT, APPROVING THE REVENUE AND EXPENSE APPROPRIATIONS IN THE AMOUNTS OF \$27,216 RESPECTIVELY FOR THE EMPG GRANT ACTIVITY, AND APPROVING THE FY24 EMPG SUBRECIPIENT AGREEMENT

WHEREAS, The Emergency Management Performance Grant (EMPG) is a federally funded program that provides financial assistance to state, local, tribal, and territorial governments to support comprehensive emergency management. The program encourages the enhancement of emergency management capabilities across all phases, including mitigation, preparedness, response, and recovery for all hazards and threats, helping ensure a consistent level of preparedness across jurisdictions; and

WHEREAS, funds provided through the EMPG program must support local emergency management program activities that contribute to the San Bernardino County Operational Area's ability to prevent, prepare for, mitigate, respond to, and recover from emergencies and disasters, whether natural or man-made. Eligible activities include planning, organization, equipment, training, and exercises, which form the foundation for an effective and coordinated response to any disaster or emergency; and

WHEREAS, on July 4, 2025, the City received the Project Approval Notification Letter from San Bernardino County Office of Emergency Services for the Emergency Management Performance Grant FY2024 application submitted in the amount of \$13,608; and

WHEREAS, through the EMPG, the City aims to enhance the functionality and reliability of its Emergency Operations Center (EOC), located at City Hall. This project aligns with the state's goal of Protecting Critical Infrastructure and Key Resources From All Threats and Hazards, such as the EOC, to improve immediate response efforts and support ongoing recovery operations, ensuring continuity of essential functions during and after emergencies; and

WHEREAS, City's project will consist of replacing the existing generator at City Hall. This critical upgrade will provide uninterrupted power supply and ensure operational continuity in the event of a natural disaster or extended power outage. By investing in a more reliable power source, the City of Grand Terrace will have the ability to coordinate response efforts, provide public assistance, and maintain essential services during emergencies; and

WHEREAS, the EMPG requires recipients to provide a minimum dollar-for-dollar cost share. Local agencies must match the federal funding awarded with an equal amount of local funds; and

WHEREAS, the City Council desires to authorize the in-kind match of \$13,608 from the City's Approved FY2025-26 operating budget as required by the EMPG grant, and approve the revenue and expense appropriation in the amount of \$27,216 for the EMPG grant activity.

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

1. The City Council finds that the above recitations are true and correct and accordingly, are incorporated by reference as a material part of this Resolution.
2. The City Council hereby accepts the EMPG award in the amount of \$13,608.00.
3. The City Council authorizes the in-kind match of \$13,608.00 from the City's approved FY 2025-2026 operating budget, as required by the EMPG.
4. The City Council approves the revenue and expense appropriation in the amount of \$27,216.00 for the EMPG Grant activity.
5. The City Council approves the Emergency Management Performance Grant Subrecipient agreement, attached hereto as Exhibit "A", and authorizes the City Manager or his designee to execute the same.
6. City staff are authorized to take all actions reasonably necessary to carry out the intent of this resolution and participate in the EMPG program.
7. The City Clerk shall certify to the adoption of this Resolution.
8. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED by the City Council of the City of Grand Terrace at a regular meeting held on the ____ day of August 2025.

Bill Hussey
Mayor

ATTEST:

Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney

EXHIBIT A

Emergency Management Performance Grant (EMPG) Subrecipient Agreement

Attachment A

**County of San Bernardino
FY2024 Emergency Management Performance Grant Program
CFDA # 97.042**

**Subrecipient Agreement/Assurances
Grant No. 2024-0050**

Name of Applicant: City of Grand Terrace (hereafter "Applicant" or "Subrecipient")

Address: 22795 Barton Rd.

City: Grand Terrace State: CA Zip Code: 92313

Telephone Number: 909-954-5175 Fax Number: 909-824-6623

E-Mail Address: kbolowich@grandterrace-ca.gov

***The Applicant becomes the Subrecipient after obtaining award authorization and approval of these assurances by both Applicant and the County of San Bernardino (hereafter "County") ***

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](#) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas

and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and

- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplication of Benefits

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, www.transportation.gov for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

38. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the

components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

39. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant:

Applicant: City of Grand Terrace

Signature of Authorized Agent:  _____

Printed Name of Authorized Agent: Konrad Bolowich

Title: City Manager Date: 03/17/2025

The Undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the County. The undersigned is the appropriate contact for all notices and documents to be provided under this agreement.

San Bernardino County

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Crisanta Gonzalez

Title: Director Date: _____

FY2024 Emergency Management Performance Grant (EMPG) *CFDA 97.042*

San Bernardino County Operational Area Subrecipient Application Workbook



**Funding Provided by the
California Governor's Office of Emergency Services
(Cal OES)
through funding distributed by
The United States Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)**

PROGRAM OVERVIEW

Eligibility

The County and the 24 Cities and Towns with Emergency Operations Centers (EOCs) who are active signatories on the County's Operational Area Coordinating Council (OACC) Agreement are eligible to receive Emergency Management Performance Grant (EMPG) funding.

The Fiscal Year 2024 (FY24) EMPG allocation for the San Bernardino County Operational Area is **\$504,038**. The grant allows for a 5% allocation for Management and Administration.

Distribution of Funds

The EMPG funds are distributed to the 24 Cities and Towns (Subrecipients) and the County, as members of the San Bernardino County Operational Area (OA). Each subrecipient is allocated a \$13,000 base, with the remainder of the grant distributed on a per capita basis to each eligible subrecipient. The per capita calculations are based on 2024 California Department of Finance Demographic Research Unit E-1 table which can be found at [Estimates-E1 | Department of Finance \(ca.gov\)](#).

Use of Funds

The purpose of the Fiscal Year 2024 (FY24) Emergency Management Performance Grant (EMPG) is to support comprehensive emergency management programs at the local level and to encourage the improvement of prevention, protection, mitigation, response, and recovery capabilities for all hazards. Funds provided under the EMPG program must be used to support local emergency management program activities that contribute to the State's Goals/Objectives, and San Bernardino County Operational Area's capability to prevent, prepare for, mitigate against, respond to and recover from emergencies and disasters, whether natural or man-made.

1st Application Deadline

To be considered for participation in the FY2024 EMPG Program, submit the completed application documents to the Grants Unit no later than 5:00 pm **Wednesday, November 27, 2024**.

2nd Application Deadline

Subrecipients who successfully submitted the 1st part of the application by the December 13th 2024 deadline, please complete and submit the remaining requested forms to the Grants Unit no later than 5:00 pm **Friday, February 28th 2025**.

Applications may be submitted electronically (with signatures) to gustavo.mendoza@oes.sbcounty.gov or mail physical copies to:

San Bernardino County Office of Emergency Services
Attn: Gus Mendoza
1743 Miro Way
Rialto, CA 92376-8630

Program Performance Period

The FY24 EMPG has a 24-month performance period (July 1, 2024 to June 30, 2026). In order to ensure that all funds are fully expended, subrecipients must complete all projects by **May 31, 2026**.

Minimum Eligibility Requirements

- Be a signatory to the Operational Area Coordinating Council (OACC) Agreement
- Have a designated Emergency Management Program Manager for oversight of subrecipient's program.
- Meet requirements of the grant program as detailed in the Notice of Funding Opportunity (NOFO) and the Cal OES State Supplement to the NOFO.
- Be able to meet the matching requirement of the grant. The grant requires a dollar-for-dollar match to receive funding. The match can be hard cash (equipment salary, benefits, etc.) or in kind (3rd party contribution must be pre-approved by Cal OES) or a combination thereof. Matching costs must be allowable under the grant program, must be associated with the grant project, and must be identified in the grant application of the subrecipient. Match certification is required from the subrecipient's Financial Officer (refer to 2 CFR 200.306 for specific details).
- Comply with grant monitoring and record retention requirements for property, programmatic and financial records in accordance with state and federal guidelines.
- Comply with all Federal Regulations as stated in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and other Federal Regulations as follows: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
 - *Administrative Requirements:* 2 CFR Part 200 Subparts A – D
 - *Cost Principles:* 2 CFR 200 Subpart E
 - *Single Audit Requirements:* 2 CFR Part 200 Subpart F
 - *Equal Opportunity Employer and Drug-Free Workplace Provisions:* 2 CFR 200, Appendix II, 28 CFR Part 83, and 41 U.S.C. § 701 et seq.
 - *Federal Funding and Transparency Reporting:* Federal Funding Accountability and Transparency Act of 2006 and 2 CFR §170.32

Requirements for Continuing Eligibility During the Grant Year

- Comply with the minimum eligibility requirements as stated above.
- Comply with all assurances and certifications submitted with the FY24 EMPG application and all program requirements.
- Maintain financial management systems that support subaward activities in accordance with 2 CFR § 200.302.
- Submit all subaward-related paperwork including: Performance Reports, Reimbursement Requests, Modification Requests, and Amendments by the identified due dates set forth to meet State and Federal grant deadlines. **Failure to submit Performance Reports may result in the de-obligation of grant funds.**
- Deobligate unexpended subaward funds to County Grants Unit after all work has been completed and reimbursements have been disbursed.
- Maintain property, programmatic, and financial records in accordance with the 2 CFR § 200.334 Subpart D - Retention Requirements for Records.
- Complete all EMPG requirements associated with federal and state objectives, including but not limited to, staff training and exercises.
- Comply with:
 - 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards which supersedes all inconsistent provisions found in other administrative requirements, program manuals, handbooks, and other non-regulatory materials (see 2 CFR. 200.104). [Code of Federal Regulations](#). Subrecipients are responsible for correcting audit findings, including returning of funds if required.

- FEMA Grant Programs Directorate (GPD) Policies.
- FY24 EMPG Program Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual.
- FY 2024 EMPG California Supplement to the NOFO, provided by Cal OES.
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended audit requirements in 2 CFR 200 Subpart F - Audit Requirements.
- California Emergency Services Act, Chapter 7 of Division 1 of Title 2 of the Government Code – which provides the legal basis for Emergency Management activities in California.
- Government Code Section 8607 described in the Standardized Emergency Management System.
- Subrecipients are responsible for costs incurred to comply with FEMA's Environmental Planning and Historic Preservation (EHP) requirements. This includes, but is not limited to, California Historical Resources Information System (CHRIS) reports; when required, as per FEMA Grant Programs Directorate Information Bulletin No. 404.

MATCH REQUIREMENTS

The FY 2024 EMPG Program requires a dollar-for-dollar match, which can be in cash or in-kind. **(Attachment Q)**. To meet matching requirements, the subrecipient's contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations (refer to 2 C.F.R. 200.306 for details).

Example: If a project has an allocation of \$15,000, then the Match is \$15,000, the total project budget is \$30,000. Documentation for allocation and match costs must be provided to receive full reimbursement.

I. Two Types of Match for EMPG

- A. Cash Match: (hard match) includes non-federal cash spent for project related costs during the performance period of the grant.
 - 1. Example: Using personnel costs from EMPG activity or equipment purchased for the EOC.
- B. In-kind Match: (soft match) includes, but is not limited to, the valuation of donated services or third-party contributions within the Performance Period.
Prior approval must be obtained by Cal OES. FEMA's approval may also be required.
 - 1. Example: A CERT volunteer donates his/her time. The hours for services provided can be valued using an established rate of an equivalent classification that would normally provide the same services.
 - 2. For equipment market value, at the time of donation, the donated equipment may be counted towards the match (a fair market appraisal must be obtained by subrecipient).

II. **IMPORTANT: Federal funds cannot be matched with other Federal funds. For example, State Homeland Security Grant funds cannot be used to match EMPG funds.**

TRAINING REQUIREMENTS

All EMPG funded personnel (including those positions that are partially funded by EMPG), **as well as personnel whose salaries are used as a match, must** complete and have recorded

proof of the eleven (11) required National Incident Management System (NIMS) and FEMA Professional Development Trainings. Click this link to access IS Study Course list – [Emergency Management Institute - Independent Study \(IS\) | Course List \(fema.gov\)](#)

NIMS required training (any version):

- IS 100
- IS 200
- IS 700
- IS 800

FEMA Professional Development Series (PDS) required training:

- IS120.c
- IS230.e
- IS235.c
- IS240.c
- IS241.c
- IS242.c
- IS244.b

EXERCISE REQUIREMENTS

All EMPG-funded personnel, including M&A staff and any staff being used for the match requirement, must participate in no less than two exercises in the 24-month period of performance. Exercises must meet the following criteria:

- Link to one of the EMPG priorities as detailed in the grant guides and strategy goals.
- Participate on any level.
- Complete exercise requirement within the subrecipient performance period.

ELIGIBLE ACTIVITIES (see Attachment P – Homeland Security Strategy Goals)

Refer to the *FEMA Preparedness Grants Manual* for specific detail regarding eligible activities.

PLANNING

1. Planning efforts should span all five mission areas of the National Preparedness Goal. Activities should be linked to achieving goals and objectives outlined by Cal OES.
2. The EMPG Program Work Plan should provide a baseline for determining potential threats and hazards, required capabilities, required resources, and establish a framework for roles and responsibilities.
3. Planning efforts should demonstrate the engagement of the whole community in the development of a strategic, operational, and/or community-based approach to Preparedness.
4. Subrecipients using personnel costs for planning activities must comply with the training and professional development requirement stipulated above to qualify for EMPG funding and reimbursement. (11 NIMS & FEMA Courses and 2 exercises within 24-month period).
Personnel whose salaries are used to meet the match requirement for Planning activities, must also comply with the training and professional development

requirement.

ORGANIZATION

1. Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, (Public Law 93-288), as amended, (42 U.S.C. 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management, including hazard mitigations staffing of the State Hazard Mitigation Officer (SHMO) position, and staffing Community Emergency Response Team (CERT) and Citizen Corps positions at the state and local levels in order to promote whole community engagement in all phases of emergency management and across the mission areas.
2. Proposed staffing activities should be linked to achieving goals and objectives outlined by Cal OES (**Attachment P**).
3. Subrecipients planning to use personnel to do an Organization project must comply with the training and professional development requirement stipulated above to qualify for EMPG funding and reimbursement. (11 NIMS & FEMA Courses and 2 exercises within the 24-month period). ***Personnel whose salaries are used to meet the match requirement for Organization activities must also comply with the training and professional development requirement.***
4. Copies of FEMA NIMS/ICS Certificates and documentation proving completion of two exercises is due prior to requesting reimbursement.

EQUIPMENT

1. Allowable equipment categories for FY24 EMPG can be found at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. Check the *FEMA Related Grant Programs* and make sure the equipment is allowable under the Emergency Management Performance Grant. **Print a copy at time of application due to various changes in versions of the AEL list.**
2. The select allowable equipment includes equipment from the following AEL categories:
 - Personal Protective Equipment (Category 1)
 - Information Technology (Category 4)
 - Cyber Security Enhancement Equipment (Category 5)
 - Interoperable Communications Equipment (Category 6)
 - Detection Equipment (Category 7)
 - Power Equipment (Category 10)
 - CBRNE Reference Materials (Category 11)
 - CBRNE Incident Response Vehicles (Category 12)
 - Physical Security Enhancement Equipment (Category 14)
 - CBRNE Logistical Support Equipment (Category 19)
 - Other Authorized Equipment (Category 21)

➤ Subrecipients using FY24 EMPG Program funds to support emergency communication activities must comply with the FY2024 SAFECOM Guidance on Emergency Communication Grants. The SAFECOM guidance can be found at: [FY 2024 SAFECOM Guidance on Emergency Communications Grants \(cisa.gov\)](https://www.cisa.gov/fy-2024-safecom-guidance-on-emergency-communications-grants)

- Subrecipients purchasing/installing equipment subject to the Environmental Planning and Historic Preservation (EHP) requirement must complete and submit the required FEMA EHP Screening Form to the OES Grants Unit for Cal OES and FEMA approval prior to the installation of equipment.
Note: This includes any equipment being installed, which must be completed during the grant performance period. Installation of grant funded equipment prior to EHP approval will not be reimbursed.
- Certain types of Controlled Equipment, such as Unmanned Aerial Vehicles (drones) are allowable. All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with [FEMA Policy #207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#), and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the sUAS equipment. sUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating grant funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use grant funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. DHS's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Senate Report accompanying the FY 2024 DHS Appropriations further requires recipients to certify they have reviewed the [Industry Alert on Chinese Manufactured Unmanned Aircraft Systems](#), and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

Note: Acquisition of the controlled equipment may NOT occur PRIOR to the subrecipient receiving a FEMA Grants Program Directorate (GPD) approval from their Cal OES EMPG Program Specialist, as well as satisfying all other controlled equipment associated requirements and certifications. Failure to comply may result in disallowance of costs, increased monitoring, and termination of subaward.

TRAINING

1. EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of State and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year IPP developed through an annual IPPW and build from training gaps identified in the THIRA/SPR and work plan development process. EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses. Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. NIMS is also included in the curriculum of the EMI Basic Academy.

The NIMS Training Program can be found at [NIMS Implementation and Training](#). **A training feedback number must be requested 60 days prior to any training activities.**

2. Additional types of training or training related activities include, but are not limited to, the following:
 - Developing/enhancing systems to monitor training programs.
 - Conducting all hazards emergency management training.
 - Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses.
 - Attending other FEMA-approved emergency management training.
 - State-approved, locally-sponsored CERT training.
 - Mass evacuation training at local, state, and tribal levels.
3. Allowable training-related costs include the following (see NOFO and FEMA Preparedness Grants Manual for specific details):
 - Funds Used to Develop, Deliver, and Evaluate Training.
 - Overtime and Backfill.
 - Travel.
 - Hiring of Full or Part-Time Staff or Contractors/Consultants.
 - Certification/Recertification of Instructors.

EXERCISES

1. Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets, established through the development of a jurisdiction's THIRA for the core capabilities needed to address their greatest risks. Exercise priorities should align to a current, Multi-Year IPP developed through an annual IPPW. When applying FY 2024 EMPG Program funding to exercises, grant recipients and subrecipients shall include exercise objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System (IPAWS). Please see Section C of the FY 2024 EMPG Program NOFO for additional information on this requirement.
2. Allowable exercise-related costs include (see NOFO and FEMA Preparedness Grants Manual for specific details):
 - Funds Used to Design, Develop, Conduct and Evaluate an Exercise
 - Hiring of Full or Part-Time Staff or Contractors/Consultants
 - Overtime and Backfill
 - Travel
 - Supplies
 - Implementation of HSEEP
3. Outdoor exercises require a FEMA approved EHP prior to the exercise.

UNALLOWABLE COSTS

- Unallowable Equipment: Grant funds must comply with [FEMA Policy 207-22-0002](#)
 - Expenditures for firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed

- Costs associated with sworn public safety officers for the purposes of fulfilling traditional public activities
- Positions or items purchased to **supplant** appropriated funds
- Activities and projects unrelated to the EMPG Program
- Clothing used for everyday wear by EM employees

REMINDER ON SUPPLANTING

Grant funds must be used to “supplement” existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of any activity associated with this improper use of federal grant funds.

REPORTING REQUIREMENTS

On a quarterly basis (July – September, October – December, January – March, April – June) the sub-grantee will submit the following to the OES Grants Unit:

A Mandatory Quarterly Performance Report reflecting work accomplished according to the jurisdiction’s narrative and work plan. The report should reflect how your project addressed the National Preparedness Goal (NPG). Report must also include status on FEMA’s training and exercise requirements. Updated Performance Report Templates will be included in the Authorization to Spend packet.

MANDATORY Quarterly Report Schedule:

Year One:

1 st Quarter (7/1/24 – 9/30/24)	N/A
2 nd Quarter (10/1/24 – 12/31/24)	N/A
3 rd Quarter (1/1/25 – 3/31/25)	Due no later than Friday, March 31, 2025
4 th Quarter (4/1/25 – 6/30/25)	Due no later than Friday, June 30, 2025

Year Two:

5 th Quarter (7/1/25 – 9/30/25)	Due no later than Monday, September 30, 2025
6 th Quarter (10/1/25 – 12/31/25)	Due no later than Monday, December 31, 2025
7 th Quarter (1/1/26 – 3/31/26)	Due no later than Monday, March 31, 2026
8 th Quarter (4/1/26 – 6/30/26)	N/A

**Funding may be withheld if performance standards are not completed.*

As stated in the FY2024 Emergency Management Performance Grant – Subrecipient Assurances, “[Subrecipients] will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.”

This includes the Federal Notice of Funding Opportunity (NOFO) and the California Supplement to the NOFO.

*Quarterly reporting on project status is mandatory. Funds **will** be de-obligated and returned to San Bernardino County OES **after two (2) missed Performance Report submittals in the first year of the Performance Period**. No allowances are permitted for missed Performance Report submittals in the second year of the performance period, and funds will be de-obligated by October 30, 2025 if the 5th quarter report is not received.*

Modifications

All project modifications and/or adjustments to quantities or costs must be pre-approved by Cal OES before funds are expended. Modification requests are allowable to one request per performance period, good through January 2, 2026. Exceptions may be granted on a case-by-case basis after a comprehensive review of the modification request form and the Project Narrative, accompanied by a well-documented justification for making the project change. If the modification pertains solely to adjustments in dollar amounts or quantities, a Project Narrative is not required. Please contact the Grants Unit for the necessary modification forms. *Do not expend funds on a modified project until approval notification is received.*

How to Apply

In order to apply and complete the FY24 EMPG funding, the following documents, forms, and remaining worksheets must be completed and submitted to the San Bernardino County OES Grants Unit by no later than 5:00 pm, Friday, February 28, 2025:

- Complete, sign and submit the below documents by the application deadline:
 - FY 2024 EMPG Subrecipient Agreement/Assurances (**Attachment A**)
 - FY 2024 EMPG Subrecipient Application Workbook Certification (**Attachment B**)
 - FY 2024 EMPG Application Certification (**Attachment C**)
 - FY 2024 EMPG Grant: Designation of Authorized Agents (**Attachment D**)
 - FY 2024 Match Certification (**Attachment E**)
 - FY 2024 Budget Summary (**Attachment F**)
 - FY 2024 Project Narratives and Workplan (**Attachment G**)
 - FY 2024 Detail Project Worksheets (**Attachment H1-6**)
 - FY 2024 Cal OES Certification Regarding Lobbying (**Attachment I**)
 - Grants Management Assessment Form (**Attachment J**)
 - Copy of jurisdiction's 2023 Single Audit or Annual Financial Report.
 - Copy of registration in SAM.gov with jurisdiction's Unique Entity Identifier (UEI#), formerly known as DUNS #.

Please submit the requested application documents via the following steps:

1. Email electronic versions of the application with Authorized Agent signatures to: gustavo.mendoza@oes.sbcounty.gov by **5 p.m. Friday, February 28, 2025**.
2. Original application documents with Authorized Agent signatures can be mailed to:

San Bernardino County Office of Emergency Services
Attn: Gus Mendoza
1743 Miro Way
Rialto, CA 92376-8630

Keep a copy of the full application for your records.

SAN BERNARDINO COUNTY EMPG PROGRAM CONTACTS

Gus Mendoza, Grants Unit Staff Analyst
E-mail: Gustavo.Mendoza@oes.sbcounty.gov
Phone: (909) 356-2511

Tina Sutera, Administrative Supervisor
E-mail: Tina.Sutera@oes.sbcounty.gov
Phone: (909) 356-3950

~ PROCEED TO CERTIFICATION AND ACKNOWLEDGEMENT ON PAGE 12 ~

SAN BERNARDINO COUNTY OPERATIONAL AREA
FY2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT

Application Workbook Certification

I, Konrad Bolowich as the Authorized Agent
for City of Grand Terrace JURISDICTION, certify
that our jurisdiction has read and acknowledges the Emergency Management Performance Grant (EMPG)
Program guidelines specified in the document hereof.



03/17/2025

Authorized Agent Signature

Date

Konrad Bolowich

Print Name



03/17/2025

Project Manager Signature

Date

Judith J. Garcia

Print Name

SAN BERNARDINO COUNTY OPERATIONAL AREA FY2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION CERTIFICATION

APPLICANT NAME (Jurisdiction & Address):

REQUIREMENTS CHECKLIST:

To be eligible to apply for the FY24 EMPG you must:

- Be a signatory to the OA OACC Agreement (all 24 cities/towns already meet the requirement).
- Must be able to meet EMPG grant matching requirements.

To apply for the FY24 EMPG, Complete and/or sign and submit all of the following documents:

Attachment A	Subrecipient Agreement/Assurances
Attachment B	Subrecipient Application Workbook
Attachment C	Application Certification (<i>this page</i>)
Attachment D	Grant Designation of Authorized Agents
Attachment E	Match Certification Form
Attachment F	Budget Summary Form
Attachment G	Project Narrative and Work Plan (Projects must align with Cal OES Strategy Goals – Attachment P)
Attachments H 1-6	Project Worksheets - for each Category requested to be funded
Attachment I	Cal OES Certification Regarding Lobbying
Attachment J	Cal OES Subrecipient Grants Management Assessment
Attachment K	FFATA – Financial Disclosure

In addition to the above documents, please submit the following:

Fiscal Year 2023 Single Audit - If Federal Expenditures are less than \$750,000 in the last year, please submit the latest Comprehensive Annual Financial Report (CAFR).

Copy of SAM.gov Registration – Jurisdiction must have an active Unique Entity Identifier number (UEI#), formerly DUNS number. Please print out a copy of the registration verification and submit with the application packet.

CERTIFICATION: This application, together with the attachments constitutes the annual work plan for the Emergency Management Program of the applicant listed above. The undersigned certifies that all grant requirements have been met and agree to exert their best efforts to accomplish all activities listed in the Work Plan and Progress Reports.

Konrad Bolowich

Name of Emergency Manager or Authorized Official



Signature

03/17/2025

Date

Attachment D

**SAN BERNARDINO COUNTY OPERATIONAL AREA
FY2024 EMPG
DESIGNATION OF AUTHORIZED AGENTS**

APPLICANT NAME (Jurisdiction): City of Grand Terrace**Employer Identification Number (EIN): 35-3316135****UEI Number (Formerly DUNS):**

EMERGENCY MANAGEMENT PROGRAM MANAGER

NAME	Konrad Bolowich, City Manager
Mailing Address	22795 Barton Rd. Grand Terrace, Ca, 92313
Phone Number	909-954-5175
Fax Number	909-824-6623
E-mail Address	kbolowich@grandterrace-ca.gov

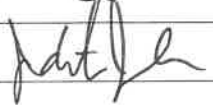
FINANCIAL OFFICER

NAME	Christine Clayton, Finance Director
Mailing Address	22795 Barton Rd. Grand Terrace, Ca, 92313
Phone Number	909-954-5188
Fax Number	909-824-6623
E-mail Address	Cclayton@grandterrace-ca.gov

AUTHORIZED SIGNATORY #1

NAME	Konrad Bolowich
Title	City Manager
Mailing Address	22795 Barton Rd. Grand Terrace, Ca, 92313
Phone Number	909-954-5175
Fax Number	909-824-6623
E-mail Address	kbolowich@grandterrace-ca.gov
Signature	

AUTHORIZED SIGNATORY #2

NAME	Judith J. Garcia
Title	Management Analyst
Official Mailing Address	22795 Barton Rd. Grand Terrace, Ca, 92313
Daytime Phone Number	909-954-5003
Fax Number	909-824-6623
E-mail Address	jgarcia@grandterrace-ca.gov
Signature	

SAN BERNARDINO OPERATIONAL AREA
FY2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT

MATCH CERTIFICATION

I, (INSERT FULL NAME), Financial Officer for (INSERT JURISDICTION NAME), certify that our jurisdiction will meet the 50/50 match requirement as defined* in the Emergency Management Performance Grant Guidance.

Konrad Bolowich  03/17/2025
Authorized Official Name & Signature Date

Christine Clayton  03/17/2025
Financial Officer Name & Signature Date

*The grant is awarded on a dollar-for-dollar match basis. This means that the jurisdiction is required to contribute the same amount of hard (Cash) or in-kind (Services) match as a minimum to the amount of the funding received from the FY2024 EMPG Grant. Please see page 4 of the Application Workbook (Attachment B) or the FY2024 EMPG Match Guidance (Attachment Q) for additional match information.

FY2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT BUDGET SUMMARY

Expense Type	Requested Amount
EQUIPMENT Expenses (complete ATTACHMENT H-1 & ATTACHMENT G, submit with application)	\$13,608.00
EXERCISE Expenses (complete ATTACHMENT H-2 & ATTACHMENT G, submit with application) ***Complete Personnel/Contractor Expenses Sheet if necessary (ATTACHMENT H-6)	\$
TRAINING Expenses (complete ATTACHMENT H-3 & ATTACHMENT G, submit with application) ***Complete Personnel/Contractor Expenses Sheet if necessary (ATTACHMENT H-6)	\$
ORGANIZATION Expenses (complete ATTACHMENT H-4, & ATTACHMENT G, submit with application) ***Complete Personnel/Contractor Expenses (complete ATTACHMENT H-6)	\$
PLANNING Expenses (complete ATTACHMENT H-5, & ATTACHMENT G, submit with application) ***Complete PERSONNEL/CONSULTANT Expenses Sheet (ATTACHMENT H-6)	\$
Total Emergency Management Budget (a)	\$ 13,608.00
FUNDING AVAILABLE TO MEET DOLLAR FOR DOLLAR MATCH (b) ~ see Attachment E for Match Certification	\$ 13,608.00
TOTAL EMPG ESTIMATED EXPENSES (a + b)	\$ 27,216.00

Prepared By:

Judith J. Garcia
Print Name


Signature

03/17/2025
Date

FY24 EMPG Project Narrative and Work Plan

NOTE: Complete a separate Project Narrative and Work Plan for each proposed project

Applicant (Jurisdiction's Name): <u>City of Grand Terrace</u>
Project Title: <u>EOC Generator Replacement</u>
AEL No(s): <u>10GE-00-GENR</u>
State Strategy Goal and Objective Supported by the Project: <u>This project supports State strategy goal and objective No. 10, Ensuring continuity of essential operations during and after emergencies.</u>

Indicate the State Priority Supported by the Project (Select All That Apply):

- | | |
|--|---|
| ☐ 1. Information Management
☐ 2. Care and Sheltering
☐ 3. Alert and Warning
☐ 4. Special Needs
☐ 5. Mass Evacuation | ☐ 6. Emergency Responder Credentialing
☐ 7. Planning
☐ 8. Exercises
☐ 9. Regional Catastrophic Planning
☒ 10. COOP and COG Planning |
|--|---|

Please answer the following questions:

- Provide a brief description (maximum 2 paragraphs) of the proposed project and how it supports the State priority.

The City of Grand Terrace, with its limited resources, is committed to strengthening its emergency response capabilities to meet the needs of the community during times of crisis. Through the Emergency Management Performance Grant (EMPG) 2024 matching opportunity, we aim to enhance the functionality and reliability of our Emergency Operations Center (EOC), located at City Hall. This project aligns with the State's priority of protecting critical infrastructure, such as the EOC, to improve immediate response efforts and support ongoing recovery operations, ensuring continuity of essential functions during and after emergencies.

The proposed project will consist of replacing the existing generator at City Hall. This critical upgrade will provide uninterrupted power supply and ensure operational continuity in the event of a natural disaster or extended power outage. By investing in a more reliable power source, the City of Grand Terrace will have the ability to coordinate response efforts, provide public assistance, and maintain essential services during emergencies.

- Provide a detailed description on how you plan to manage your proposed project.

With guidance from City and Emergency Manager, Konrad Bolowich, Management Analyst Judith J. Garcia and supporting staff will develop a plan to prioritize the project, gather required quotes, manage grant funds, and track grant progress to ensure the grant is used appropriately and that all milestones are met in a timely manner.

- Provide a detailed description on how you plan to meet and account for the required dollar for dollar cost-match of the proposed project.

The City of Grand Terrace will allocate funds from its existing budget for emergency preparedness, ensuring the necessary resources are available to meet the required match for the grant. Progress and expenses will be tracked using Excel spreadsheets, with details on purchases, costs, and timelines to ensure grant compliance.

- Provide a performance timeline for your proposed project. Make sure that the timeline you are proposing is "reasonable". List three to four milestones for your project and when you expect to achieve them during the grant Period of Performance.

FY24 EMPG Project Narrative and Work Plan

Once the grant is awarded, the award of grant will be presented to the City Council for contract acceptance. The contract will then be submitted to the grantor for approval and funding. Upon acceptance of grant with contract, the equipment outlined in this project will be purchased. The City will prioritize obtaining the required three quotes and aims to procure the necessary equipment by the summer of 2025.

5. Training Data Table (Indicate date course was taken by employee. Attach copy of certification).
Important Note to Remember: Program funded personnel and personnel providing a salary match, must complete the required courses listed below from July 1, 2024 through June 30, 2026 *prior* to requesting grant reimbursement.

EMPG Funded Employee Name	NIMS REQUIRED COURSES				Aligned to Multi-Year Training (Yes or No)
	IS 100	IS 200	IS 700	IS 800	

EMPG Funded Employee Name	FEMA PROFESSIONAL DEVELOPMENT SERIES							Aligned to Multi-Year Training (Yes or No)
	IS 120.c	IS 230.e	IS 235.c	IS 240.c	IS 241.c	IS 242.c	IS 244.b	

6. Exercise Requirement (indicates the name of the exercise, location, and date the subrecipient plans to attend or host the event). **Important Note to Remember:** To qualify for 2024 EMPG grant funding, the program funded personnel, as well as personnel providing salary match, must participate in at least two (2) exercises from July 1, 2024 to June 30, 2026 (24-month period). **Response to real world events will not fulfill exercise requirements.**

FY24 EMPG Project Narrative and Work Plan

EMPG Funded Employee Name	Name of Exercise	Name of Host and Location	Discussion- Based Exercise (Seminar, Workshop, TTX or Game)	Operations- Based Exercise (Drill, Functional, Full-Scale)	Exercise Date				AAR & IP Will Be Submitted
					1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	

Please check the appropriate box:

- ☐ Our agency currently has spending authority for the requested funds.
- ☐ Our agency does not currently have spending authority for the requested funds. Please explain below:

SAN BERNARDINO COUNTY
OFFICE OF EMERGENCY SERVICES
FY 2024 EMPG PROPOSED EQUIPMENT PROJECT

Jurisdiction Name:City of Grand Terrace

Point of Contact:Judith J. Garcia

Department or Division:City Manager Dept.

Address:22795 Barton Rd. Grand Terrace, Ca, 92313

E-mail Address:jgarcia@grandterrace-ca.gov

Phone Number:909-954-5003

Date Submitted:11/26/2024

****Must Complete Attachment A: Project Narrative for each project listed here.****

No.	Equipment Description	Portable or Handheld	Installation Required	QTY	AEL #	AEL Title	Solution Area Sub-Category	EHP	FBI	Safecom Guidance	EOC Project	Sole Source	Project Cost	NPG Mission Area	NPG Core Capabilities	Cal OES 2024 Strategy Goals and Number
A	Generator	N/A	YES	1	10GE-00-GENR	Generators	Other Authorized Equipment	N/A	N/A	N/A	YES	NO	\$13,608.00	Prevention	Planning	Goal 2: Protect Critical Infrastructure and Key Resources From All Threats and
Total													\$13,608.00			



Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Certification Regarding Lobbying

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Subrecipient: City of Grand Terrace

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Konrad Bolowich

Title: City Manager Date: 03/17/2025

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient:	UEI #	FIPS #:
Grant Disaster/Program Title:		
Performance Period:	to	Subaward Amount Requested:
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☐ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	
3. How many grants does your organization currently receive?	
4. What is the approximate total dollar amount of all grants your organization receives?	
5. Are individual staff members assigned to work on multiple grants?	
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	
7. How often does your organization have a financial audit?	
8. Has your organization received any audit findings in the last three years?	
9. Do you have a written plan to charge costs to grants?	
10. Do you have written procurement policies?	
11. Do you get multiple quotes or bids when buying items or services?	
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	
13. Do you have procedures to monitor grant funds passed through to other entities?	

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)

Date:

Print Name and Title:

Phone Number:

Cal OES Staff Only: SUBAWARD #

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient: City of Grand Terrace	UEI # JGR5S4JYL6G5	FIPS #:
Grant Disaster/Program Title: FY2024 EMPG Grant		
Performance Period: 07/01/24	to 06/30/26	Subaward Amount Requested: \$ 13,608
Type of Non-Federal Entity (Check Applicable Box)	☐ State Govt ☒ Local Govt ☐ JPA ☐ Non-Profit ☐ Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	<3 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	3-10 gran
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 1,307,178
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	No
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	Yes
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.

Signature: (Authorized Agent) 	Date: 03/17/25
Print Name and Title: Konrad Bolowich	Phone Number: 909-954-5175

Cal OES Staff Only: SUBAWARD #



CITY OF GRAND TERRACE, CALIFORNIA

FOR THE YEAR ENDED JUNE 30, 2023

SINGLE AUDIT REPORT

Focused
on YOU



CITY OF GRAND TERRACE, CALIFORNIA

Single Audit Report

For the Year Ended June 30, 2023

CITY OF GRAND TERRACE, CALIFORNIA

Single Audit Report

For the Year Ended June 30, 2023

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor and Members of the City Council
City of Grand Terrace, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Grand Terrace, California (the "City"), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated February 15, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



To the Honorable Mayor and Members of the City Council
City of Grand Terrace, California

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Lance, Soll & Lughard, LLP". The signature is written in a cursive, flowing style.

Brea, California
February 15, 2024



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE AND REPORT ON SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and Members of the City Council
City of Grand Terrace, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Grand Terrace, California (the "City")'s compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards,



To the Honorable Mayor and Members of the City Council
City of Grand Terrace, California

Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be a material weakness, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



To the Honorable Mayor and Members of the City Council
City of Grand Terrace, California

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated February 15, 2024, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Lance, Soll & Lughard, LLP

Brea, California

March 27, 2024 (Except for the Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance, which is dated February 15, 2024)

CITY OF GRAND TERRACE
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2023

<i>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</i>	<i>Federal Assistance Listing Number</i>	<i>Pass-Through Unique Entity Identifier</i>	<i>Passed-Through to Subrecipients</i>	<i>Total Federal Expenditures</i>
<u>CDBG - Entitlement Grants Cluster</u>				
U.S. Department of Housing and Urban Development				
Pass-through the San Bernardino County				
CDBG - Entitlement Grants Cluster		QP1NBF2796A7		
Community Development Block Grants/Entitlement Grants	14.218		\$ -	\$ 46,287
COVID-19 - Community Development Block Grants/Entitlement Grants	14.218		-	25,486
Total CDBG - Entitlement Grants Cluster			-	71,773
<u>Other Programs</u>				
U.S. Department of Transportation				
Pass-through the State of California Department of Transportation		EHEGWCLJEVJ4		
Highway Planning and Construction Grant	20.205		-	875
Total U.S. Department of the Transportation			-	875
U.S. Department of the Treasury				
Passed through the State of California's Local Fiscal Recovery Fund Allocation:		NUDGYLBB4S99		
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds *	21.027			2,262,816
Total U.S. Department of the Treasury			-	2,262,816
U.S. Department of Homeland Security Federal Emergency Management Agency				
Passed through San Bernardino County:		QP1NBF2796A7		
Disaster Grants - Public Assistance (Presidential Declared Disasters)	97.036		-	14,033
Total U.S. Federal Emergency Management Agency			-	14,033
Total Other Programs			-	2,277,724
Total Expenditures of Federal Awards			\$ -	\$ 2,349,497

* Denotes major program

Note a: Refer to Note 1 to the schedule of expenditures of federal awards for a description of significant accounting policies used in preparing this schedule.

CITY OF GRAND TERRACE
Notes to the Schedule Of Expenditures Of Federal Awards
For the Year Ended June 30, 2023

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES APPLICABLE TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

A. Scope of Presentation

The accompanying schedule presents only the expenditures incurred by the City of Grand Terrace, California, that are reimbursable under federal programs of federal financial assistance. For the purposes of this schedule, federal awards include both federal financial assistance received directly from a federal agency, as well as federal funds received indirectly by the City from a non-federal agency or other organization. Only the portion of program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

B. Basis of Accounting

The expenditures included in the accompanying schedule were reported on the modified accrual basis of accounting. Under the modified accrual basis of accounting, expenditures are incurred when the City becomes obligated for payment as a result of the receipt of the related goods and services. Expenditures reported included any property or equipment acquisitions incurred under the federal program. The City has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

CITY OF GRAND TERRACE
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2023

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: Unmodified Opinion

Internal control over financial reporting:

- Material weaknesses identified? ☐ yes ☒ no
- Significant deficiencies identified? ☐ yes ☒ none reported

Noncompliance material to financial statements noted? ☐ yes ☒ no

Federal Awards

Internal control over major programs:

- Material weaknesses identified? ☐ yes ☒ no
- Significant deficiencies identified? ☐ yes ☒ none reported

Type of auditors' report issued on compliance for major programs: Unmodified Opinion

Any audit findings disclosed that are required to be reported in accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)? ☐ yes ☒ no

Identification of major programs:

<u>Assistance Listing Number(s)</u>	<u>Name of Federal Program or Cluster</u>
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between type A and type B program \$750,000

Auditee qualified as low-risk auditee? ☐ yes ☒ no

SECTION II - FINANCIAL STATEMENT FINDINGS

No matters were reported.

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No matters were reported.



**SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2022**

No matters were reported.

Entity Information

GRAND TERRACE CITY HALL ● Active Registration

Unique Entity ID
JGR5S4JYL6G5

Your registration was activated on 2025-02-27. It expires on 2026-02-25, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.



AGENDA REPORT

MEETING DATE: August 26, 2025

TITLE: Accept the Historical & Cultural Activities Committee Member Resignations

PRESENTED BY: Daysi Alcocer, City Clerk

RECOMMENDATION: **ACCEPT THE RESIGNATIONS OF HISTORICAL & CULTURAL ACTIVITIES COMMITTEE MEMBERS TONI EPPS & DIANNE JOHNSON; AND DIRECT THE CITY CLERK TO PREPARE AND SEND A LETTER OF APPRECIATION ON BEHALF OF THE CITY COUNCIL**

2030 VISION STATEMENT:

This action supports Our Vision: as an exceptionally safe and well-managed City, known for its natural beauty and recreational opportunities; a vibrant and diverse local economy; a place where residents enjoy an outstanding quality of life that fosters pride and an engaged community, encouraging families to come and remain for generations.

BACKGROUND:

The Historical & Cultural Activities Committee is a seven-member Committee appointed by the Mayor, subject to City Council approval, and serves four-year terms at the pleasure of the City Council. The terms alternate so that every two (2) years at least two (2) appointments are set to expire. Additionally, the Membership and Appointment Process of the Committee shall be made by minute record of the City Council and shall continue in effect until a successor is appointed.

As of May 2025, the Historical & Cultural Activities Committee has two (2) vacancies. Both were in the manner of resignation by former committee members Toni Epps, who was appointed as an At-Large member, and Dianne Johnson, who was Council Member Matt Browns' appointee. Their letters of resignation are attached to this staff report.

The table below depicts the composition and terms of the Committee

Current Committee Members

NAME	APPOINTED	APPOINTED BY:	TERM ENDS
Toni Epps	07/25/2023	Council At Large	06/30/2026
Stephanie Darwin	06/25/2024	Council At Large	06/30/2026
Lynne Harmon	08/27/2024	Council Member Allen	06/30/2028
Dianne Johnson	08/27/2024	Council Member Brown	06/30/2028
Monica Gutierrez	08/27/2024	Mayor Pro Tem Sabino	06/30/2028
Margie Miller	01/28/2025	Mayor Hussey	06/30/2024
Jason Greeley	01/28/2025	Council Member Wilson	06/30/2026

Pursuant to Government Code section 54974(a), "[w]henver an unscheduled vacancy occurs in any

board, commission, or committee for which the legislative body has the appointing power, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the clerk of the local agency, on either the local agency's Internet Website or at the library designated pursuant to Section 54973, and in other places as directed by the legislative body, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to the board, commission, or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk's office."

The notice of vacancy was published on June 5, 2025.

DISCUSSION:

At this time, staff recommends that the City Council accept the resignation of Ms. Johnson and Ms. Epps, and that the City Council direct the City Clerk to prepare a letter of appreciation.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

None.

Daysi Alcocer

From: Dianne Johnson [REDACTED]
Sent: Sunday, May 11, 2025 7:16 AM
To: Daysi Alcocer
Subject: Historical & Cultural Activities Committee

RECEIVED

MAY 12 2025

**CITY OF GRAND TERRACE
CITY CLERK'S DEPARTMENT**

May 10, 2025

Dianne Johnson
[REDACTED]

Dear Daysi

Please accept this letter as formal notification that I am leaving my position with the Historical & Cultural Activities Committee on May 22, 2025.

Please let me know how I can help during this transition. I wish the Committee all the best as it continues to grow.

Respectfully,

Dianne Johnson

Toni Epps

[REDACTED]

[REDACTED]

[REDACTED]

RECEIVED
MAY 16 2025
CITY OF GRAND TERRACE
CITY CLERK'S DEPARTMENT

Date: 05/16/2025

To the Grand Terrace Historical and Cultural Activities Committee,

It is with a heavy heart that I submit my resignation from the Grand Terrace Historical and Cultural Activities Committee, effective immediately.

Due to ongoing health issues and personal matters that require my full attention, I find myself unable to continue serving in the capacity that this committee—and our community—deserves. This has not been an easy decision, as my time on the committee over the past two years has been incredibly meaningful to me.

I want to sincerely thank each of you for the graciousness, support, and kindness you've extended to me throughout my service. It has been a privilege to work alongside such passionate individuals dedicated to preserving and celebrating the rich history and culture of Grand Terrace.

I will always cherish the experiences and relationships I've gained during my time on the committee and will continue to support its mission in any way I can, albeit from a distance for now.

With gratitude and warm regards,

Toni Epps





AGENDA REPORT

MEETING DATE: August 26, 2025

TITLE: Approve Amendment No 1. to Agreement Between the City of Grand Terrace and the County of San Bernardino for Maintenance of the Ballot Drop Box at City Hall

PRESENTED BY: Daysi Alcocer, City Clerk

RECOMMENDATION: **APPROVE AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF GRAND TERRACE AND THE COUNTY OF SAN BERNARDINO FOR MAINTENANCE OF THE BALLOT DROP BOX AT CITY HALL; AND**

AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

2030 VISION STATEMENT:

This staff report supports Goal #1: Develop and Implement Successful Partnerships and Goal #5: Engage in Proactive Communication.

BACKGROUND:

In September of 2020, the County of San Bernardino requested that the City of Grand Terrace City Hall serve as an Official Ballot Drop Box which was approved for a 5-year term shown as attachment I. The secure Ballot Drop Box is located outside the facility on the west side of the building, and it replaced the ballot boxes that have been customarily provided by the County and placed within City Hall and the County Library during the election period.

The City granted the County and its agents the right to access and use a portion of the property. The County's use of the area shall be limited to installing, operating, and maintaining the Official Ballot Drop Box in the contract area. The County will incur all costs associated with the installation of the Ballot Drop Box. Any maintenance of the Ballot Drop Box is that of the County to be coordinated through ROV, RES and San Bernardino County Facilities Maintenance.

To this day, the drop box is secured to the ground by concrete and has not been tampered with. The County has teams that cover regions of the County of San Bernardino and the County will have a schedule where each team periodically inspects the Ballot Drop Box. Concluding the elections, the Ballot Drop Box is locked by County staff and unavailable until the next election.

DISCUSSION:

Over the course of the agreement, the Ballot Drop Box has served as a secure and dependable option for voters to submit their vote-by-mail ballots, replacing earlier in-building ballot collection methods. Anchored by concrete and vigilantly monitored by regional County teams, the drop box has remained untampered, functional, and essential to ensuring accessible voting.

As we approach the conclusion of the current contract term, the City would like to continue offering this vital service to Grand Terrace residents. City Staff recommends approval of Amendment no. 1

the agreement, allowing the County to maintain its role in managing all associated installation and maintenance responsibilities through coordination with ROV, RES, and County Facilities Maintenance.

This continued partnership underscores a shared commitment to voter access, civic engagement, and electoral integrity.

ENVIRONMENTAL IMPACT:

There is no environmental impact for this item.

FISCAL IMPACT:

There is no fiscal impact for this item as all costs will be incurred by the County of San Bernardino.

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
20-ROV-29

SAP Number

REGISTRAR OF VOTERS

Department Contract Representative
Telephone Number

Bob Page
909-387-2100

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

City of Grand Terrace
Steve Weiss
(909) 824-6621 ext. 225
Upon full execution through September 22, 2025
\$0
\$0
6800001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to place a secure ballot drop box on City of Grand Terrace (Contractor's) property located at 22795 Barton Road, Grand Terrace, CA 92313 for the purpose of allowing city and county voters to deposit official ballots, 24/7, for all elections in San Bernardino County; and

WHEREAS, the County finds Contractor qualified to provide a location for a secure ballot drop box on its property; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. CONTRACTOR RESPONSIBILITIES

A.1 To allow access to the box by voters during any scheduled Countywide consolidated election and during any other election in which voters within the Contractor's jurisdiction are eligible to vote.

A.2 To maintain the area adjacent to the box by keeping the area in good condition and conduct regular inspections at least once a day during business hours during voting periods and routine maintenance of the area to ensure the public has access to the box.

- A.3** To report any damage, tampering or defacement of the box to the County.
- A.4** To monitor the status of the box during an election and report any issues to the County.
- A.5** To remove and secure mail ballots from the box on an emergency basis only upon direction by County.
- A.6** Contractor is receiving the ballot box from County and Contractor is not responsible or liable in any way what-so-ever for the adequacy of the box for its intended purpose or for acts of third parties that may damage to the box, tamper with or spoil of its contents, or any other criminal act of a third party related to the box or its contents.

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

B.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

B.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

B.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

B.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

B.6 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

B.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

B.8 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

B.9 County Representative

The Registrar of Voters or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work

by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

B.10 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to the box caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

B.11 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- B.11.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- B.11.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- B.11.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

B.12 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

B.13 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B.14 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B.15 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B.16 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

B.17 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

B.18 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

B.20 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

B.21 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

B.22 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

B.23 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a sixty (60) day written notice of termination. Such termination may include all or part of the services described herein. If Contractor desires to terminate the Contract, they shall give the

County ample notice and access to remove the drop box. County shall have sixty (60) days from the date Contractor terminates the contract to remove the drop box and restore the property to its original condition. Should County fail to remove the drop box within sixty (60) days, Contractor may remove the box and charge the cost to County. County shall have sixty (60) days from the mailing of the cost notice to reimburse Contractor for the cost of removing the drop box. If Contractor removes the drop box due to County's failure to remove the box, Contractor shall not be responsible for any damages to the drop box notwithstanding any other provision in this Contract.

B.24 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

B.25 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

C. TERM OF CONTRACT

This Contract is effective as of ~~upon~~ full execution ~~through~~ September 22, 2020⁵ but may be terminated earlier in accordance with provisions of this Contract.

D. COUNTY RESPONSIBILITIES

D.1 To provide, install and remove the ballot box at County expense, and restore Contractor's property to its original condition.

D.2 To timely notify the Contractor of any elections to be conducted where the box will need to be available.

D.3 To service the box by removing the ballots as required by County and State requirements during an election period.

D.4 To maintain, repair or replace the box as needed.

D.5 To respond to any reported problems or incidents related to the box within 48-hours of Contractor notifying County of the problem or incident.

D.6 To unlock the box at the start of regular Contractor business hours twenty-nine (29) days before the day of an election to allow voters to return their voted mail ballots by depositing the ballots into the box.

D.7 To securely lock the box promptly at 8:00 p.m. on the day of an election to prevent late ballots from being deposited.

E. INDEMNIFICATION AND INSURANCE REQUIREMENTS

E.1 Indemnification

- a. Contractor agrees to indemnify, defend (with counsel approved by County) and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the Contractor's negligent acts or omissions which arise from the Contractor's performance of its obligations under this Contract.

County agrees to indemnify, defend (with counsel approved by Contractor), and hold harmless the Contractor and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this Contract.

In the event the County and/or the Contractor is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Contract, the County and/or Contractor shall indemnify the other to the extent of its comparative fault. Furthermore, if the County or Contractor attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the County and Contractor agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

- b. This section 4 survives the termination or expiration of this Contract.

E.2 Self-Insurance

If both County and Contractor are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement, then that shall suffice for coverage and meet the insurance requirements for this Contract.

E.3 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

E.4 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

E.5 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

E.6 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

E.7 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of

services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request. If Contractor is self-insured or a member of a JPIA, evidence of such coverage shall be furnished to County within fifteen (15) days of the commencement of this contract.

E.8 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII". Self-insurance or membership in a JPIA shall suffice for coverage.

E.9 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

E.10 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

E.11 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

E.12 The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

E.12.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet

all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

E.12.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

E.12.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

E.12.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

F. CORRECTION OF PERFORMANCE DEFICIENCIES

F.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

F.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter two (2) calendar days within which to cure the breach; and/or

- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

G. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County of San Bernardino
Registrar of Voters
777 E. Rialto Ave.
San Bernardino, CA 92415

City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92313

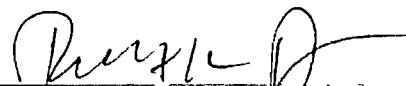
Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

H. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

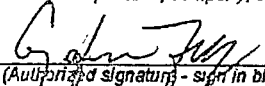
COUNTY OF SAN BERNARDINO

► 
Bob Page, Registrar of Voters

Dated: 9/23/2020

CITY OF GRAND TERRACE

(Print or type name of corporation, company, contractor, etc.)

By ► 
(Authorized signature - sign in blue ink)

Name G. Harold Duffey
(Print or type name of person signing contract)

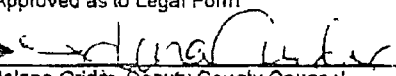
Title City Manager
(Print or Type)

Dated: 09/23/2020

Address 22795 Barton Road
Grand Terrace, CA 92313

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Jolena Grider, Deputy County Counsel

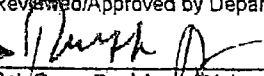
Date 8/21/20

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► 
Bob Page, Registrar of Voters

Date 8/21/2020



Contract Number

20-ROV-29 A-1

SAP Number

Registrar of Voters

Department Contract Representative	Joani Finwall
Telephone Number	909-387-2100
Contractor	City of Grand Terrace
Contractor Representative	
Telephone Number	
Contract Term	Upon full execution through September 22, 2035
Original Contract Amount	\$0
Amendment Amount	
Total Contract Amount	\$0
Cost Center	6800001000
Grant Number (if applicable)	

AMENDMENT NO. 1 TO AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF SECURE BALLOT DROP BOXES WITH THE CITY OF GRAND TERRACE

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, on September 23, 2020, the County and Contractor entered into an agreement for the installation and maintenance of a secure ballot drop box, and;

WHEREAS, on June 18, 2025 (Item No. 81), the Board of Supervisors approved Contract Templates for the installation and maintenance of Secure Ballot Drop Boxes that provide for a ten-year term with two five-year extensions, and;

WHEREAS, the County desires to extend the current Contract with Contractor for ten years, through September 22, 2035; and

NOW, THEREFORE, the County and Contractor mutually agree to the following:

1. The above listed recitals are incorporated into the Contract and the Parties represent that they are true and correct.

2. Section B.23 Termination for Convenience is amended to read:

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a sixty (60) day written notice of termination in non-election years, or if in an election year, one hundred and twenty (120) days prior to an election. Such termination may include all or part of the services described herein. If Contractor desires to terminate the Contract they shall give the County ample notice and access to remove the drop box. County shall have sixty (60) days from the date Contractor terminates the contract to remove the drop box and restore the property to its original condition. Should County fail to remove the drop box within sixty (60) days, Contractor may remove the box and charge the cost to County. County shall have sixty (60) days from the mailing of the cost notice to reimburse Contractor for the cost of removing the drop box. If Contractor removes the drop box due to County's failure to remove the box, Contractor shall not be responsible for any damages to the drop box notwithstanding any other provision in this Contract.

3. Section C. TERM OF CONTRACT is amended to read:

This Contract is effective upon full execution and expires September 22, 2035, but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional five-year periods under the same terms and conditions of the original Contract by mutual agreement of the parties.

4. Section I., ELECTRONIC SIGNATURES is added to read as follows:

I. **ELECTRONIC SIGNATURES**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

5. All other terms and conditions of the contract remain in full force and effect.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► _____

Dated: _____

CITY OF GRAND TERRACE
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 22795 Barton Road
Grand Terrace, CA 92313

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Jolena Grider, Deputy County Counsel	► _____	► _____ Joani Finwall, Registrar of Voters
Date _____	Date _____	Date _____



AGENDA REPORT

MEETING DATE: August 26, 2025

TITLE: Approval of Willdan Engineering Building & Safety Services Agreement

PRESENTED BY: Konrad Bolowich, City Manager

RECOMMENDATION: **APPROVE AGREEMENT WITH WILLDAN ENGINEERING FOR BUILDING & SAFETY PROFESSIONAL SERVICES; AND**

AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM.

2030 VISION STATEMENT:

This staff report supports Goal #1, Ensuring Fiscal Viability, Goal #4, Develop and Implement Successful Partnerships, and Goal #5, Engage in Proactive Communication

BACKGROUND:

Over the past years, Willdan has provided a range of services including:

- Building Official duties
- Plan Review (including Civil and Fire)
- Inspections (Building, Fire, CASp)
- Permit Technician support
- Code Enforcement
- Planning Services

Willdan has provided professional Building and Safety Services that support the City's development activities, ensure code compliance, and maintain public safety standards.

The proposed agreement allows the City to outsource critical building and safety functions to a qualified firm, ensuring:

- Efficient permit processing
- Professional code enforcement
- High-quality inspections and plan reviews
- Flexibility to scale services as needed

DISCUSSION:

Staff recommends that the City Council approve a professional services agreement with Willdan Engineering to provide Building & Safety Services as well as additional services as needed. The City's experience with Willdan Engineering is positive, as they provided exceptional engineering services in past contracts. The description of services was developed in consideration of the City's

needs and the City's desire to deliver contract compliance from consultants and contractors.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

Funding for the agreement with Willdan for the building and safety services will be derived from the salary savings due to the elimination of the Building Official position and will be coded to General Fund account 10-172-250-100-000.

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this 22nd day of July 2025, by and between **WILLDAN ENGINEERING** ("Willdan"), a corporation, and the **City of Grand Terrace**, a municipal Jurisdiction ("Client").

Recital: Client desires to employ Willdan to furnish certain professional services in connection with the **Building and Safety Services** (the "Project"). NOW, THEREFORE, in consideration of the mutual promises, the receipt and adequacy of which is hereby acknowledged and contained, the parties hereto agree as follows:

1. Services. Willdan shall provide professional services and advice on various issues affecting the decision of the Client described in detail in Exhibit "A", Description of Services, attached hereto and incorporated herein by this reference.

2. Compensation. Willdan shall be compensated, including reimbursements, for services rendered under Section 1, in accordance with the terms and conditions indicated in Exhibit "B," Compensation. Willdan may submit monthly statements for basic and additional services rendered. It is intended that payments to Willdan will be made by Client within ten (30) days of invoice.

3. Indemnification. Each party hereto agrees to save, keep, and hold harmless the other party hereto from all damages, costs, or expenses in law and equity including costs of suit to the extent resulting from its own negligent acts, errors, omissions, recklessness or willful misconduct. Neither party shall be required to defend the other party from any such claims, it being the intent of the parties that they shall each be responsible for the defense of its own negligence.

4. Hazardous Materials. Client acknowledges that Willdan's scope of services for this project does not include any work related in any way to asbestos and/or hazardous waste. Should Willdan or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Willdan's work, Willdan may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

5. Insurance. Willdan shall obtain and shall require any subcontractors to obtain insurance of the types and in the amounts described below and satisfactory to the Authority.

A. Commercial General Liability Insurance. Willdan shall maintain occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two times the occurrence limit. Such insurance shall:

1) Name the Client, its officials, officers, employees and agents as additional insureds with respect to performance of Services. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insureds.

2) Be primary with respect to any insurance or self-insurance programs covering the Client, its officials, officers, employees, agents, and consultants.

3) Contain standard separation of insureds provisions.

B. Business Automobile Liability Insurance. Willdan shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles and shall name Client as additional insureds; be primary with respect to any insurance; and contain standard separation of insureds provisions.

C. Workers' Compensation Insurance. Willdan shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 per accident at any times during the term of this Contract during which Willdan may retain employees.

D. Certificates/Insurer Rating/Cancellation Notice.

1) Willdan shall, prior to commencement of the Services, furnish to the Authority properly executed certificates of insurance, and certified copies of endorsements, and policies if requested by the Authority, which shall clearly evidence all insurance required in this Section. Willdan shall not allow such insurance to be canceled or allowed to expire except on 30 days' prior to written notice to the Authority.

2) Willdan shall maintain such insurance from the time the Services commence until the Services are completed, except as may be otherwise required by this Section.

3) Willdan shall place insurance with insurers with a current A.M. Best's Rating no less than A:VIII licensed to do business in California.

4) Willdan shall replace certificates, policies and endorsements for any insurance expiring prior to completion of the Services.

6. Independent Contractor Status. Willdan shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Contract.

7. Ownership and Maintenance of Documents. All materials and data, including data on magnetic media, prepared by Willdan under this Contract shall become the property of the Client upon the completion of the term of this Contract, except that Willdan shall have the right to retain copies of all such documents and data for its records. The Client shall not be limited in any way in their use of such data at any time, provided that any such use not within the purposes intended by this Contract shall be at the Client's sole risk and provided that Willdan shall be indemnified and defended against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Contract. Should Willdan, either during or following termination of this Contract, desire to use any materials prepared in connection with this Agreement, it shall first obtain the written approval of the Client.

Willdan's records, documents, calculations, test information, and all other instruments of service shall be kept on file in legible form for a period of not less than three years after completion of the services covered in this Contract.

8. Suspension of Work. Client may, at any time, by fifteen (15) days written notice, suspend further performance by Willdan. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Willdan shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

9. Termination. Either party may terminate this Contract at any time by giving fifteen (15) days written notice to the other party of such termination. If this Contract is terminated as provided herein, Willdan will be compensated, including reimbursement, for the services actually performed at the agreed Rates.

10. Compliance with Law. Each party will use reasonable care to comply with applicable laws in effect at the time the services are performed which to the best of their knowledge, information and belief apply to their respective obligations under this Contract.

11. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, but it shall not be assigned by either party without written consent of the other party.

12. Attorneys Fees. If either party commences an action against the other party arising out of or in connection with this Contract, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suits.

13. Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

A. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority, to attempt in good faith to negotiate a settlement of the dispute.

B. If unsuccessful, the parties should seek a mutually acceptable mediator to mediate the dispute with the next 45 days.

C. If A and B have failed, the dispute shall be litigated in Superior Court, State of California.

14. Records. Willdan shall maintain complete and accurate records with respect to costs incurred under this Contract. All such records shall be clearly identifiable. Willdan shall allow a representative of the Client during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Contract. Willdan shall allow inspection of all work, data, documents, proceedings, and activities related to the Contract for a period of three (3) years from the date of final payment under this Contract.

15. Insolvency of Client. Willdan shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Contract if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Contract has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

16. Miscellaneous Provisions. This Contract is subject to the following special provisions:

A. The titles used in this Contract are for general reference only and are not a part of the Contract.

B. This Contract shall be interpreted as though prepared by both parties.

C. Any provision of this Contract held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

D. This Contract comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Contract.

E. Any notices given pursuant to this Contract shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

F. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold Willdan harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the negligence of Willdan.

G. Willdan shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

H. Waiver by either of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the day first hereinabove written.

Willdan Engineering

City of Grand Terrace

By: 

Patrick Johnson, PE
Director of Building and Safety

By: _____

Konrad Bolowich
City Manager

EXHIBIT "A"
DESCRIPTION OF SERVICES

Building and Safety Services:

- Building Official
- Plan Review
- Inspection
- CAsp Services
- Permit Technician

Additional Services as Needed:

- Fire Plan Review
- Fire Inspection
- Civil Plan Review
- Code Enforcement
- Planning

EXHIBIT “B” COMPENSATION

Plan review will be charged for a percent of the plan check fee collected by the City through three reviews including approval based on the City’s Fee Schedule. Subsequent reviews will be charged based on our hourly rate schedule. Inspections will have a two (2) hour minimum per day if inspections are scheduled.

SERVICE PROVIDED	RATES
Building Official	\$155
Plan Review	70% of Plan Check fee collected by the City
Plan Check Engineer/Architect	\$145
ICC Certified Plans Examiner	\$130
CASp Services	\$135
Sr. Building Inspector	\$115
Building Inspector	\$100
Sr. Permit Technician	\$ 85
Permit Technician	\$ 75
ADDITIONAL SERVICES	
Fire Plan Review	\$135
Fire Inspector	\$115
Civil Plan Review	\$145
Sr. Code Enforcement Officer	\$105
Code Enforcement Officer	\$ 90
Principal Planner	\$216
Sr. Planner	\$206
Associate Planner	\$181

Rates will not increase through June 30, 2026. If the Agreement is extended beyond June 30, 2026, Willdan may reserve the right to increase rates once per year to the value between the 12-month % change of the Consumer Price Index for the area and five percent.

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF GRAND TERRACE

and

WILLDAN ENGINEERING

for

PROFESSIONAL SERVICES

**AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF GRAND TERRACE AND
WILLDAN ENGINEERING FOR PROFESSIONAL SERVICES**

This “AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF GRAND TERRACE AND WILLDAN ENGINEERING” (herein “Agreement”) is made and entered into this 26th day of August, 2025 by and between the City of Grand Terrace, a California municipal corporation (“City”) and Willdan Engineering, a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City desires to employ Consultant to furnish certain professional services in connection with the **Building and Safety Services** (the “Project”).

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, 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 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 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 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 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 Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

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 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 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 _____ U.S. Dollars and _____ Cents (\$_____) (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 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 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 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, 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 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 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 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 City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. 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 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) year 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:

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

4.4 Independent Contractor.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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 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 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 \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to 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 five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional five (5) year period, Consultant shall annually and upon request of 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 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 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 City. In the event any of said policies of insurance are cancelled, 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 Consultant has provided 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 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 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's 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3.

In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that 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 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 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 City, its officers, agents, and employees harmless therefrom;

(c) In the event 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 City, its officers, agents or employees, any and all costs and expenses incurred by 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 City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than three (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 City, 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 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, Consultant shall fully cooperate with 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 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 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 Consultant will be at City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, 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 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 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, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, 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, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, 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, City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of 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 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. City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Consultant. In addition, 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 Consultant has initiated termination, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of 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 Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as 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 City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to 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. § 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 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 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 and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

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 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.

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:

Willdan Engineering, a California corporation

By:

Name: Patrick Johnson, PE
Title: Director of Building and Safety

By:

Name:
Title:

Address: 2401 E. Katella Ave.
Suite 300
Anaheim, CA 92806

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

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services to the City:

A. Building and Safety Services, including but not limited to:

- i. Acting as City's Building Official**
- ii. Conducting Plan Review**
- iii. Conducting Building & Safety Inspections**
- iv. Providing CASp Services**
- v. Acting as City's Permit Technician**

B. Consultant will perform the following additional services to City as needed:

- i. Fire Plan Review**
- ii. Fire Inspection**
- iii. Civil Plan Review**
- iv. Code Enforcement**
- v. Planning**

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep City apprised of the status of performance.

IV. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

V. Limitations on Consultant's Employees, Agents, and Subcontractors.

A. In providing services under this Agreement, Consultant shall not assign to the City any employee, agent, or subcontractor who is currently a member of CalPERS. Consultant shall not use any of its employees, agents, or subcontractors who are a CalPERS retired annuitant to provide services for the City under this Agreement.

B. In providing services under this Agreement, Consultant shall not assign to the City any employee, agent, or subcontractor for a duration of six (6)

months or more per fiscal year if full time, or 1,000 hours or more per fiscal year if part time.

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

None.

EXHIBIT “C”
SCHEDULE OF COMPENSATION

- I. Consultant shall perform the following tasks as set forth in Exhibit “C-1”**
- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. 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.**
- IV. 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.**
- V. The total compensation for the Services shall not exceed \$ _____ as provided in Section 2.1 of this Agreement.**
- VI. Consultant’s billing rates for all personnel are attached as Exhibit “C-1”.**

EXHIBIT “C-1”
CONSULTANT’S RATES



EXHIBIT “B”
COMPENSATION

Plan review will be charged for a percent of the plan check fee collected by the City through three reviews including approval based on the City’s Fee Schedule. Subsequent reviews will be charged based on our hourly rate schedule. Inspections will have a two (2) hour minimum per day if inspections are scheduled.

SERVICE PROVIDED	RATES
Building Official	\$155
Plan Review	70% of Plan Check fee collected by the City
Plan Check Engineer/Architect	\$145
ICC Certified Plans Examiner	\$130
CASp Services	\$135
Sr. Building Inspector	\$115
Building Inspector	\$100
Sr. Permit Technician	\$ 85
Permit Technician	\$ 75
ADDITIONAL SERVICES	
Fire Plan Review	\$135
Fire Inspector	\$115
Civil Plan Review	\$145
Sr. Code Enforcement Officer	\$105
Code Enforcement Officer	\$ 90
Principal Planner	\$216
Sr. Planner	\$206
Associate Planner	\$181

Rates will not increase through June 30, 2026. If the Agreement is extended beyond June 30, 2026, Willdan may reserve the right to increase rates once per year to the value between the 12-month % change of the Consumer Price Index for the area and five percent.

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney’s office.**
- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



AGENDA REPORT

MEETING DATE: August 26, 2025

TITLE: Consideration of the Dissolution of the Barton Road Specific Plan (SP-89-02) in Grand Terrace, California 92313

PRESENTED BY: Gabriel Arguelles, Assistant Planner

RECOMMENDATION: **RECEIVE AND FILE THIS STAFF REPORT REGARDING THE PROPOSED DISSOLUTION OF THE BARTON ROAD SPECIFIC PLAN (SP-89-02); AND DIRECT STAFF TO PREPARE AN ORDINANCE AND/OR RESOLUTION FOR THE FORMAL DISSOLUTION OF THE BARTON ROAD SPECIFIC PLAN; AND INSTRUCT STAFF TO PROCESS THE PROPOSED ORDINANCE AND/OR RESOLUTION THROUGH THE REQUIRED PUBLIC HEARINGS BEFORE THE PLANNING COMMISSION AND CITY COUNCIL**

2030 VISION STATEMENT:

This proposal supports the City's 2030 Vision by encouraging planning policies that align with current land use needs and the City's General Plan. It promotes revitalization through flexibility in development standards, enabling infill growth and economic vibrancy along the City's primary commercial corridor (Barton Road).

BACKGROUND:

In 1989, the City of Grand Terrace adopted Specific Plan SP-89-02, known as the Barton Road Specific Plan, to guide development along approximately 1.3 miles of the Barton Road corridor extending from Interstate 215 to Victoria Street. The origins for creating the Specific Plan originated during the City's 1988 General Plan preparation, which identified the need for a more coordinated approach to land use and urban design in the area. At the time, the Barton Road commercial corridor was developing in a disjointed, unplanned manner, with substandard infrastructure and a deteriorating visual character that hindered its economic potential.

The Barton Road Specific Plan was established to correct these issues by providing detailed land use regulations, design guidelines, and infrastructure standards aimed at elevating the quality and consistency of development within the corridor. Over the last 36 years, the Specific Plan has largely fulfilled its purpose. Today, the Barton Road corridor is nearly fully redeveloped, with only a handful of infill sites remaining. The corridor now includes major developments such as the Stater Bros. Shopping Center and rehabilitated centers anchored by Grocery Outlet, CVS, and Walgreens. These examples reflect the Plan's intended outcomes.

As redevelopment has progressed, the Specific Plan has increasingly proven to be outdated and inflexible. Many recent development proposals, including a simple Starbucks drive-thru, required variances due to the Specific Plan's standards not aligning with contemporary development practices. Since the City's Redevelopment Agency was dissolved more than a decade ago, and the General Plan is being updated to support mixed-use development along Barton Road, the continued

application of the Specific Plan has become both unnecessary and, at times, a barrier to appropriate infill development.

Given the corridor's redevelopment success, the limited remaining development potential, and the City's evolving land use strategy, the Barton Road Specific Plan is no longer needed and staff is recommending its dissolution.

DISCUSSION:

The proposed dissolution of the Barton Road Specific Plan (SP-89-02) represents a logical and timely step in the evolution of land use policy for the City of Grand Terrace. Originally adopted to provide regulatory consistency and promote redevelopment along a fragmented and underperforming commercial corridor, the Specific Plan has accomplished its mission over the past 36 years. Today, the Barton Road corridor is home to a mix of regional shopping centers, revitalized neighborhood-serving retail, and well-maintained commercial establishments that reflect the success of the Plan's vision.

However, as the City continues to transition toward a more flexible and market-responsive development framework, the continued existence of the Barton Road Specific Plan has become increasingly redundant. The current Zoning Code, in conjunction with updates to the City's General Plan, particularly the anticipated expansion of the Mixed Use Land Use designation, provides a modern and adaptable regulatory structure that is better suited to guide the remaining infill opportunities along Barton Road.

Additionally, the Plan's outdated standards have presented practical challenges for staff, developers, and business owners. Many recent projects have required variances or exceptions because the Specific Plan does not accommodate typical commercial formats or current market demands. These repeated workarounds are indicative of a regulatory document that no longer serves its intended purpose. The Specific Plan was developed at a time when large, master-planned commercial centers were the primary model for economic development. Today, infill development, mixed-use flexibility, and walkable neighborhood-serving retail have become the preferred planning models, none of which are adequately supported under the current Barton Road Specific Plan framework.

Furthermore, the dissolution process itself is straightforward. In accordance with California Government Code Section 65453(b), the repeal of a Specific Plan follows the same process as its adoption. The City must conduct public hearings before the Planning Commission and the City Council, and make a set of required findings related to public health and safety, consistency with the General Plan, and compatibility with surrounding land uses. Staff anticipates that these findings can be made without difficulty, as the repeal will not alter existing zoning or permitted land uses, and the proposed transition to Mixed Use land use designations is aligned with community planning goals.

This means the process would require the following steps:

- **Initiation:** The city council, planning director, or property owner(s) within the Specific Plan area can initiate the dissolution process.
- **Public hearings:** Public hearings will be held by the planning commission and the city council.
- **Required findings:** The city council must make specific findings to justify the dissolution, including demonstrating that it:
 1. Will not create conditions detrimental to public health, safety, and general welfare.
 2. Is consistent with the goals, objectives, and policies of the General Plan.
 3. Is compatible with the zoning and land use on nearby properties.

4. Is suitable for the location, access, visual character, and topography of the subject property.
- Action by the legislative body: The city council can repeal the Specific Plan through the adoption of a resolution or an ordinance, requiring an affirmative vote of a majority of the council's membership.

Looking forward, the removal of the Barton Road Specific Plan will streamline development review processes, reduce administrative burden, and provide property owners and developers with greater certainty. The corridor's continued growth and reinvestment can be guided more effectively through the City's updated General Plan and Zoning Code, allowing for enhanced design flexibility and responsiveness to evolving economic and demographic conditions.

For these reasons, staff recommends that the City Council receive and file this request and direct City Staff to prepare an Ordinance and/or Resolution for the dissolution of the Barton Road Specific Plan. The Ordinance and/or Resolution should include the above mentioned findings and be processed via public hearings through the Planning Commission and City Council of the City of Grand Terrace.

ENVIRONMENTAL IMPACT:

The dissolution of the Barton Road Specific Plan is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to **CEQA Guidelines Section 15061(b)(3)** – the Common Sense Exemption – because it can be seen with certainty that the repeal of the Specific Plan will not have a significant environmental effect. A **Notice of Exemption (NOE)** will be filed accordingly.

FISCAL IMPACT:

There is no immediate financial impact to the City associated with the dissolution of the Barton Road Specific Plan. City staff will complete the necessary work related to the preparation of the Ordinance or Resolution and the required public hearings as part of their regular duties.

In the long term, dissolving the Barton Road Specific Plan will benefit both the City and the development community by streamlining the entitlement and review process. Without the added layer of the Specific Plan, developers will be able to work directly within the City's Zoning Code, reducing the need for variances, exceptions, or other costly and time-consuming regulatory hurdles. This more efficient process will encourage investment while still ensuring high-quality development that serves both the community's needs and the City's broader economic and fiscal interests.



AGENDA REPORT

MEETING DATE: August 26, 2025

TITLE: Historical & Cultural Activities Committee Member Appointments - Hanni Bennett & Daniel Flores

PRESENTED BY: Daysi Alcocer, City Clerk

RECOMMENDATION: **THAT ONE (1) CITY COUNCIL MEMBER SELECT AN APPLICANT TO SERVE ON THE HISTORICAL & CULTURAL ACTIVITIES COMMITTEE AS THEIR APPOINTEE; AND THAT THE MAYOR APPOINT, SUBJECT TO CITY COUNCIL APPROVAL, AN APPLICANT AS AN AT-LARGE HISTORICAL & CULTURAL ACTIVITIES COMMITTEE MEMBER**

2030 VISION STATEMENT:

This staff report supports all adopted Goals and all adopted Core Values of the City Council's 2030 Vision.

BACKGROUND:

The Historical & Cultural Activities Committee is a seven-member Committee appointed by the Mayor, subject to City Council approval, and serves four-year terms at the pleasure of the City Council. The terms alternate so that every two (2) years at least two (2) appointments are set to expire. Additionally, the Membership and Appointment Process of the Committee shall be made by minute record of the City Council and shall continue in effect until a successor is appointed.

As of May 2025, the Historical & Cultural Activities Committee has two (2) vacancies. Both were in the manner of resignations by former committee members Toni Epps, who was appointed as an At-Large member, and Dianne Johnson, who was Council Member Matt Browns' appointee. Their letters of resignation are attached to this staff report.

Current Committee Members

NAME	APPOINTED	APPOINTED BY:	TERM ENDS
Vacant		Council At Large	06/30/2026
Stephanie Darwin	06/25/2024	Council At Large	06/30/2026
Lynne Harmon	08/27/2024	Council Member Allen	06/30/2028
Vacant		Council Member Brown	06/30/2028
Monica Gutierrez	08/27/2024	Mayor Pro Tem Sabino	06/30/2028
Margie Miller	01/28/2025	Mayor Hussey	06/30/2024
Jason Greeley	01/28/2025	Council Member Wilson	06/30/2026

Pursuant to Government Code section 54974(a), “[w]henver an unscheduled vacancy occurs in any board, commission, or committee for which the legislative body has the appointing power, whether due to resignation, death, termination, or other causes, a special vacancy notice shall be posted in the office of the clerk of the local agency, on either the local agency’s Internet Website or at the library designated pursuant to Section 54973, and in other places as directed by the legislative body, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to the board, commission, or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk’s office.”

The notice of vacancy was published, as stated above, on June 5, 2025, and the last day to submit applications was on July 31, 2025, at 5pm. The City received two (2) Applications for Citizen Service from the following community members to serve on the Committee and are attached to this staff report:

- Hanni Bennett
- Daniel Flores

DISCUSSION:

The membership and appointment process of the Committee shall be made by minute record of the City Council and shall continue in effect until a successor is appointed. At this time, the above-named applicants would fill the two (2) vacancies on the Committee. Council Member Matt Brown will be asked to select his appointee from the attached applications, and based on the foregoing, the Mayor appoints, subject to City Council approval, the remaining applicant as an At-Large Historical & Cultural Activities Committee Member.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

None.

Current Committee Members

NAME	APPOINTED	APPOINTED BY:	TERM ENDS
Vacant		Council At Large	06/30/2026
Stephanie Darwin	06/25/2024	Council At Large	06/30/2026
Lynne Harmon	08/27/2024	Council Member Allen	06/30/2028
Vacant		Council Member Brown	06/30/2028
Monica Gutierrez	08/27/2024	Mayor Pro Tem Sabino	06/30/2028
Margie Miller	01/28/2025	Mayor Hussey	06/30/2024
Jason Greeley	01/28/2025	Council Member Wilson	06/30/2026

TITLE:

HISTORICAL AND CULTURAL ACTIVITIES COMMITTEE

PURPOSE:

To preserve the history of Grand Terrace and to facilitate cultural activities for the benefit of all citizens of this City as approved by the City Council.

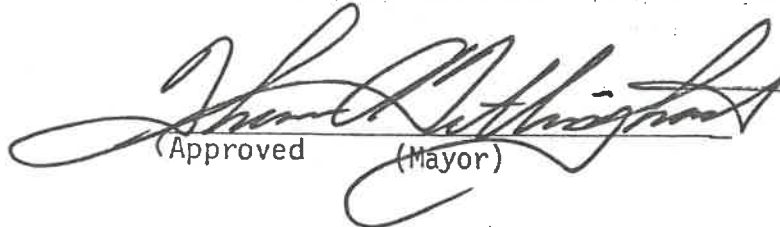
MEMBERSHIP
AND
APPOINTMENTS:

The Historical and Cultural Activities Committee shall consist of seven (7) members. All appointments shall be made by minute record of the City Council and shall continue in effect until a successor is appointed. Each member of the City Council shall appoint one (1) member of the Historical and Cultural Activities Committee. Two (2) other members shall be appointed by majority vote of the City Council.

RESPONSIBILITIES:

The Historical and Cultural Activities Committee will be guided by the general policy guidelines as approved by the City Council and will have the following duties:

- (1) To select from among their members a chairman and a vice-chairman.
- (2) To adopt rules and policies which will guide them in carrying out their responsibilities.
- (3) To make continuing efforts to seek out, select, identify and suitably preserve the historical records of Grand Terrace.
- (4) To arrange for effective means to display and preserve historical items.
- (5) To seek out means to enhance all forms of cultural activities and expression in this City and to actively promote them.
- (6) To coordinate the use of existing facilities for cultural and educational uses on a non-interference basis.
- (7) To make reports and recommendations to the City Council as an advisory committee and to keep minutes of committee proceedings.
- (8) To perform such other tasks as the City Council may refer to this committee.



(Approved

(Mayor)

12/4/80

Date



CITY OF GRAND TERRACE
APPLICATION FOR CITIZEN SERVICE

RECEIVED

JUL 22 2025

CITY OF GRAND TERRACE
CITY CLERK'S DEPARTMENT

Complete and submit to the City Clerk's Department

Applying as a member of the Historical & Cultural Activities Committee

Name Daniel Torres

Address 22833 De Soto St. Grand Terrace, Ca. 92313

Contact Phone Number [REDACTED]

Email [REDACTED]

Occupation Health & Safety Specialist

Education Some College

Are there any workday evenings you could not meet? (☒) Yes () No. If yes, please list them.

Currently Open, but my work schedule changes on business needs.

Why are you interested in this appointment? I want to be involved in my community and I enjoy history.

What do you consider to be your major qualifications?

- Record Keeping Skills

- Am the family historian in my family

References

1. Johan Gallo

2. Ruth Ann Christensen

3. Jaime Vilches

Please attach a written statement containing any additional information you feel would be useful to the City Council.



RECEIVED

JUL 30 2025

CITY OF GRAND TERRACE
CITY CLERK'S DEPARTMENT

CITY OF GRAND TERRACE APPLICATION FOR CITIZEN SERVICE

Complete and submit to the City Clerk's Department

Applying as a member of the ____ Historical & Cultural Committee

Name ____ Hanni Bennett

Address ____ 12737 Dickens Ct, Grand Terrace

Contact Phone Number ____

Email ____

Occupation ____ Retired (former Research Assoc. LLU, 40 yrs)

Education ____ Business Admin. (Germany)

Are there any workday evenings you could not meet? () Yes (X) No. If yes, please list them.

Why are you interested in this appointment? My family has lived in GT for 45 years. The small town proved to be an ideal setting to raise our son, who subsequently enjoyed a carefree childhood in this close-knit community. Naturally, I am interested in preserviong the values that have made GT stand out as a desirable community to live in.

What do you consider to be your major qualifications? Considering my 45 year residence, I feel like I am already part of Grand Terrace's history. I would like to give back to the community by contributing with my work experience and organizational skills.

References

1. Jeff Allen
2. Margie Miller
3. Sylvia Beasley, San Bdo Co Sheriff Dept, Central Station

Please attach a written statement containing any additional information you feel would be useful to the City Council.

Hanni Bennett

Community Engagement

I have been a volunteer with the San Bernardino County Sheriffs Department as a Citizen on Patrol for 9 years.

Member of Grand Terrace CERT for more than 10 years

Current member of the Parks and Recreation Committee

Former treasurer of Friends of Blue Mountain

RECEIVED

JUL 30 2025

**CITY OF GRAND TERRACE
CITY CLERK'S DEPARTMENT**



AGENDA REPORT

MEETING DATE: August 26, 2025

TITLE: Community Benefit Fund Award to Academy of Champions in the Amount of \$2,000

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION IN THE AMOUNT OF \$2,000.00 TO THE ACADEMY OF CHAMPIONS**

2030 VISION STATEMENT:

This staff report supports the following City Council Goals:

- Goal #1 - Ensure our Fiscal Viability, through the continuous monitoring of revenue receipts and expenditure disbursements against approved budget appropriations; and
- Goal #4 – Develop and Implement Successful Partnerships through productive collaboration with community groups, youth programs and senior organizations.

BACKGROUND:

In past fiscal years, the City Council has approved the use of funds for the establishment of the Community Benefits Fund Grant Program. The purpose of the Community Benefits Fund Grant Program is to provide funding for local youth programs, community events, community fee waivers, and to be used as an economic development tool for small business development in the City. Each year, part of these funds has been designated for the City's annual Light Up Grand Terrace event.

For Fiscal Year 2025-26, the City Council has approved the use of \$20,000 toward community benefit funded programs and activities.

Various youth and senior program activities have benefited from the Community Benefits Fund including the Foundation of Grand Terrace, the REC Center, several youth sports leagues, and the Friends of the Grand Terrace Library.

Attachment A provides a summary of awarded grants by fiscal year and the recipients of said grants awarded in each fiscal year.

DISCUSSION:

I. Application received from the Academy of Champions

The Organization's mission is dedication to empowering youth through the art and athleticism of roller figure skating and ballet. We provide inclusive, high-quality training that fosters confidence, creativity, discipline, and community pride. Through performance, competition, and mentorship, we inspire the next generation to reach their full potential, on and off the floor.

Below summarizes the current application submitted by the The Academy of Champions:

Project Title:	Empowering youth through movement and wellness
Project Activity:	This initiative focuses on fostering fitness, mental well-being, and creative expression in our skaters. They will engage in structured skating and ballet classes led by professional coaches, designed to build strength, flexibility, coordination, and self-confidence. Beyond the physical benefits, the program emphasizes mental health by cultivating discipline, resilience and teamwork, while offering a supportive and inclusive environment that nurtures emotional growth. In addition to the training sessions, the project will feature workshops on nutrition, mindfulness and goal-setting to equip youth with tools for lifelong wellness. Scholarships and free or subsidized equipment will ensure accessibility for underprivileged families, making this program a community-wide effort to promote equity and opportunity.
Public Purpose:	Our program provides affordable access to artistic roller figure skating and ballet training, fostering physical health, creativity, and discipline. By offering public performances, community events, and inclusive participation, we promote youth and adult development, civic pride, and community engagement for residents of all ages.
Amount Requested:	\$2,000.00
Utilization of Funds:	100% of the funds received will directly benefit our team members. We would be able to provide instruction to our youth skaters that often times is financially out of reach. This includes skating, competing, ballet, stretching and nutrition classes. In addition, we could provide assistance for proper equipment, team uniforms, and healthy snacks to those that need them after school.

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the Community Benefit Fund grant application in the amount of not to exceed \$2,000.00 to The Academy of Champions.

Upon City Council approval, the applicant will comply with the following, if they have not already done so:

1. Issue the City of Grand Terrace an invoice and receipts for the grant amount;
2. Ensure that the City is mentioned/included as a sponsor in any material advertising the activity or event; and
3. Complete a W-9 form for reporting purposes.

Attached is the application received from the Academy of Champions.

ENVIRONMENTAL IMPACT:

N/A

FISCAL IMPACT:

Funds in the amount of \$20,000.00 have been approved for the program and established in the Community Benefits Fund (Fund 61). If approved, the table below will show the balances of each category remaining in the fund:

FY2025-26 Community Benefits Fund

<u>Fund No.</u>	<u>Acct. No.</u>	<u>Account Title</u>	<u>Approved Budget</u>	<u>Awarded Grants</u>	<u>Balance as of Jul-2025</u>	<u>Proposed Grant Awards</u>	<u>Revised Balance</u>
61	461-100	Youth/School Programs	\$10,000	(\$4,000)	\$6,000	(\$6,000)	\$0
61	461-200	Service Organizations	\$10,000	(\$2,000)	\$8,000	(\$2,000)	\$6,000
		TOTAL	<u>\$20,000</u>	<u>(\$6,000)</u>	<u>\$14,000</u>	<u>(\$8,000)</u>	<u>\$6,000</u>

ORGANIZATION INFORMATION

Organization Name:	ACADEMY OF CHAMPIONS		
Organization Mission:	The Academy of Champions is dedicated to empowering youth through the art and athleticism of roller figure skating and ballet. We provide inclusive, high-quality training that fosters confidence, creativity, discipline, and community pride. Through performance, competition, and mentorship, we inspire the next generation to reach their full potential, on and off the floor.		
Organization Contact #1:	Name: LORI BECKER	Title: HEAD OF INSTRUCTION	
Mailing Address:	22080 COMMERCE WAY		
City, State, Zip Code	GRAND TERRACE, CA 92313		
Phone & E-mail:	Phone: 909.353.8881	E-mail: THEACADEMY@GOCA LSKATE.COM	
Organization Contact #2:	Name: VERDA ASMAN	Title: VP	
Mailing Address:	22080 COMMERCE WAY		
City, State, Zip Code	GRAND TERRACE, CA 92313		
Phone & E-mail:	Phone: 909.395.6143	E-mail: VERDASMAN@GMAIL. COM	
Have you ever applied for funding through the City's Community Benefit FUND (CBH) before?		☒ Yes	☐ No
If yes, please list each time you've applied, the outcome, whether you were granted funding or not, the amount your organization originally requested and the amount approved, if any.			
Purpose of Prior Funding Requests (if any)	Request Date	Amount Requested	Amount Approved (if any)
1. The funding provided by the City last year was instrumental in expanding our year-round artistic roller figure skating and ballet training programs for youth in our community. These funds allowed us to subsidize program fees and provide apparel for low- to	12.10.2024	\$2000	\$2000

moderate-income families, ensuring equitable participation regardless of financial circumstance. Additionally, the grant supported the enhancement of our ballet instruction, enabling us to integrate classical dance technique into our figure skating curriculum, strengthening athleticism, posture, coordination, and artistic expression in our skaters.				
2.				
3.				
4.				
5.				
Date of Application:	JULY 23, 2025			
Requested Amount:	\$2000			



Grand Terrace, 22795 Barton Road, Grand Terrace, CA 92313-5295 www.grandterrace-ca.gov

CITY OF GRAND TERRACE COMMUNITY BENEFITS FUND (GT-CBF)

PROJECT INFORMATION

Project/Activity Title:	Empowering Youth Through Movement and Wellness
Project/Activity Description (description of event the organization is seeking funding for)	This initiative focuses on fostering physical fitness, mental well-being, and creative expression in our skaters. They will engage in structured skating and ballet classes led by professional coaches, designed to build strength, flexibility, coordination, and self-confidence. Beyond the physical benefits, the program emphasizes mental health by cultivating discipline, resilience, and teamwork, while offering a supportive and inclusive environment that nurtures emotional growth. In addition to training sessions, the project will feature workshops

	on nutrition, mindfulness, and goal-setting to equip youth with tools for lifelong wellness. Scholarships and free or subsidized equipment will ensure accessibility for underprivileged families, making this program a community-wide effort to promote equity and opportunity.			
Describe how the project/activity is for a public purpose and benefits the residents and or community of Grand Terrace	Our program provides affordable access to artistic roller figure skating and ballet training, fostering physical health, creativity, and discipline. By offering public performances, community events, and inclusive participation, we promote youth and adult development, civic pride, and community engagement for residents of all ages.			
Project/Activity Target Population:	X Youth	☐ Seniors	X Women/Men	X Teens
	☐ Businesses	☐ Disabled Persons	☐ Yes	X Entire Community
Project/Activity Date:	ONGOING			
Location of Project/Activity:	22080 COMMERCE WAY, GRAND TERRACE, CA 92313			
Detailed description of how the funds will be utilized.	100% of funds received will directly benefit our team members. We would be able to provide instruction to our youth skaters that often times is financially out of reach. This includes skating, competing, ballet, stretching and nutrition classes. In addition, we could provide assistance for proper equipment, team uniforms and healthy snacks to those that need them after school.			
Negative Impact should funding not be approved:	Our community may lose access to our affordable artistic skating and ballet programs. This would reduce opportunities for physical activity, creative expression, and mentorship, and limit our ability to help provide equipment, training, and public performances that build confidence, community pride, and youth engagement.			

Submit completed application to: City of Grand Terrace
City Manager's Office
22795 Barton Road
Grand Terrace, CA 92313-5295
Attn: Konrad Bolowich

City of Grand Terrace, 22795 Barton Road, Grand Terrace, CA 92313-5295 www.grandterrace-ca.gov

City of Grand Terrace														
Community Benefit Grant Awards														
GRANT AWARD HISTORY as of Jul 31, 2025 and Approved & Proposed Applications for Aug 2025														
	Title	2015-16	2016-17	2017-18	2018-19	2019-20	2021-22	2022-23	2023-24	2024-25	2025-26	TOTAL	2025-26 Proposed in Aug-2025	TOTAL
												TO DATE		REVISED
YOUTH / SCHOOL ORGANIZATIONS														
	Grand Terrace Community Basketball	\$ 1,136	\$ -	\$ -	\$ 1,450	\$ -	\$ -					\$ 2,586	\$ -	\$ 2,586
	Grand Terrace High School Football Boosters	-	-	-	2,000	2,000	-					\$ 4,000	-	4,000
	Grand Terrace High School Legacy Regiment Boosters	-	-	-	2,000	-	-			2,000		\$ 4,000	2,000	6,000
	Grand Terrace High School Boys Basketball	-	-	-	-	2,000	-		1,040			\$ 3,040	-	3,040
	Grand Terrace High School Titan Wrestling Team	-	-	-	-	1,997	-	2,000				\$ 3,997	-	3,997
	Grand Terrace HS Titan Wrestling Booster Club									2,000		\$ 2,000	-	2,000
	Grand Terrace High School Cheer Booster Club	-	-	-	-	-	-	-	2,000	2,000		\$ 4,000	2,000	6,000
	Grand Terrace Little League	2,000	-	2,000	-	-	-					\$ 4,000	-	4,000
	Titan Strikers FC	-	-	-	-	-	-	-	-	500	2,000	\$ 2,500	-	2,500
	Grand Terrace Youth Football & Cheer	-	4,000	2,000	-	-	-		2,000			\$ 8,000	2,000	10,000
	Boy Scout Troop 40									2,000	2,000	\$ 2,000	-	2,000
	Grand Terrace Tribe Baseball Club									2,000		\$ 2,000	-	2,000
	Terrace View Elementary PTA	1,000	671	1,517	700	-	1,805	1,725	2,000	-		\$ 9,418	-	9,418
		\$ 4,136	\$ 4,671	\$ 5,517	\$ 6,150	\$ 5,997	\$ 1,805	\$ 3,725	\$ 7,040	\$ 10,500	\$ 4,000	\$ 51,541	\$ 6,000	\$ 57,541
NON-PROFIT / SERVICE ORGANIZATIONS														
	American Cancer Society	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -					\$ 2,000	\$ -	\$ 2,000
	Drug Alternative Program	-	2,000	-	-	-	-					\$ 2,000	-	2,000
	Foundation of Grand Terrace	2,350	2,000	1,830	-	-	2,000	2,000	2,000			\$ 12,180	-	12,180
	Friends of Grand Terrace Library	3,750	2,000	2,000	4,000	-	-					\$ 11,750	-	11,750
	Grand Terrace Lions Club	-	620	-	-	-	-					\$ 620	-	620
	Sheriff's Central Station Explorer Program	-	-	-	2,000	-	-					\$ 2,000	-	2,000
	The REC Center	2,187	310	-	3,100	-	-					\$ 5,597	-	5,597
	Grand Terrace Cars & Coffee	-	-	-	-	-	2,000	2,000	1,000			\$ 5,000	-	5,000
	Christ the Redeemer Catholic Church	-	-	-	-	-	-	310	310			\$ 620	-	620
	Grand Terrace Living Word Foursquare Church	-	-	-	-	-	-	2,000	-	1,500		\$ 3,500	-	3,500
	New City Church	-	-	-	-	-	-	-	2,000			\$ 2,000	-	2,000
	Grand Terrace Women's Club	-	-	-	-	-	-	-	-	2,000	2,000	\$ 4,000	-	4,000
	Grand Terrace Chamber of Commerce									2,000		\$ 2,000	-	2,000
	Church Of Fire In Christ	-	-	-	-	-	-	-	-	2,000		\$ 2,000	-	2,000
	Academy of Championd Figure Skating Team									2,000		\$ 2,000	2,000	4,000
	Family Service Association	-	-	-	-	2,000	-	-	-	-		\$ 2,000	-	2,000
		\$ 8,287	\$ 6,930	\$ 5,830	\$ 9,100	\$ 2,000	\$ 4,000	\$ 6,310	\$ 5,310	\$ 9,500	\$ 2,000	\$59,267	\$ 2,000	\$ 61,267
	TOTAL	\$ 12,423	\$ 11,601	\$ 11,347	\$ 15,250	\$ 7,997	\$ 5,805	\$ 10,035	\$ 12,350	\$ 20,000	\$ 6,000	\$ 110,808	\$ 8,000	\$ 118,808



AGENDA REPORT

MEETING DATE: August 26, 2025

TITLE: Community Benefit Fund Grant Award to Grand Terrace High School Cheer Booster Club in the amount of \$2,000

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION IN THE AMOUNT OF \$2,000.00 TO THE GRAND TERRACE HIGH SCHOOL CHEER BOOSTER CLUB**

2030 VISION STATEMENT:

This staff report supports the following City Council Goals:

- Goal #1 - Ensure our Fiscal Viability, through the continuous monitoring of revenue receipts and expenditure disbursements against approved budget appropriations; and
- Goal #4 – Develop and Implement Successful Partnerships through productive collaboration with community groups, youth programs and senior organizations.

BACKGROUND:

In past fiscal years, the City Council has approved the use of funds for the establishment of the Community Benefits Fund Grant Program. The purpose of the Community Benefits Fund Grant Program is to provide funding for local youth programs, community events, community fee waivers, and to be used as an economic development tool for small business development in the City. Each year, part of these funds has been designated for the City's annual Light Up Grand Terrace event.

For Fiscal Year 2025-26, the City Council has approved the use of \$20,000 toward community benefit funded programs and activities.

Various youth and senior program activities have benefited from the Community Benefits Fund including the Foundation of Grand Terrace, the REC Center, several youth sports leagues, and the Friends of the Grand Terrace Library.

Attachment A provides a summary of awarded grants by fiscal year and the recipients of said grants awarded in each fiscal year.

DISCUSSION:

I. Application received from the Grand Terrace High School Cheer Booster Club

The Organization's strives to engage students, families, coaches and the entire community to promote goodwill, sportsmanship, leadership, and community support and engagement.

Below summarizes the current application submitted by the Organization:

Project Title:	GTHS Cheer Sideline and Competition season expenses
Project Activity:	The cheer leading team requires special supplies and safety equipment throughout the sideline cheer and competition seasons. The team having the equipment, supplies, and funds available allows for participation in school sporting events, supports entry into cheer competitions throughout the Inland Empire, assists with choreography training, participation in community holiday events including Grand Terrace holiday fair and parades, Blue Mountains Days, cancer events, and various other community events.
Public Purpose:	Participation in the GTHS cheer program allows the cheerleader an opportunity to be a valuable part of the Grand Terrace community as they learn teamwork, working towards a common goal to connect with the community that they represent while building character, leadership, and the value of positivity, unity, and community spirit.
Amount Requested:	\$2,000.00
Utilization of Funds:	Funds will be utilized to purchase team safety equipment, uniforms, team spirit attire, nutritional supplies, hygiene supplies, choreography training, team entry fees for competition, including regional and national competitions.

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the Community Benefit Fund grant application in the amount of not to exceed \$2,000.00 to the Grand Terrace High School Cheer Booster Club.

Upon City Council approval, the applicant will comply with the following, if they have not already done so:

1. Issue the City of Grand Terrace an invoice and receipts for the grant amount;
2. Ensure that the City is mentioned/included as a sponsor in any material advertising the activity or event; and
3. Complete a W-9 form for reporting purposes.

Attached is the application received from the Grand Terrace High School Cheer Booster Club.

ENVIRONMENTAL IMPACT:

N/A

FISCAL IMPACT:

Funds in the amount of \$20,000.00 have been approved for the program and established in the

Community Benefits Fund (Fund 61). If approved, the table below will show the balances of each category remaining in the fund:

FY2025-26 Community Benefits Fund

<u>Fund No.</u>	<u>Acct. No.</u>	<u>Account Title</u>	<u>Approved Budget</u>	<u>Awarded Grants</u>	<u>Balance as of July-2025</u>	<u>Proposed Grant Awards</u>	<u>Revised Balance</u>
61	461-100	Youth/School Programs	\$10,000	(\$4,000)	\$6,000	(\$6,000)	\$0
61	461-200	Service Organizations	\$10,000	(\$2,000)	\$8,000	(\$2,000)	\$6,000
		TOTAL	<u>\$20,000</u>	<u>(\$6,000)</u>	<u>\$14,000</u>	<u>(\$8,000)</u>	<u>\$6,000</u>



CITY OF GRAND TERRACE COMMUNITY BENEFITS FUND (GT-CBF)

ORGANIZATION INFORMATION			
Organization Name:	GTHS Cheer Booster Club		
Organization Mission:	GTHS Booster Club strives to engage students, families, caches, and the entire, Community to promote good will, sportsmanship, leadership, and community support and engagement.		
Organization Contact #1:	Name: Sandra Romo	Title: President	
Mailing Address:	22400 Barton Rd. Suite 21-475		
City, State, Zip Code	Grand Terrace, CA 92313		
Phone & E-mail:	Phone: (909)503-6346	E-mail: sandrajromo@gmail.com	
Organization Contact #2:	Name: Angel Rodriguez	Title: Vice President	
Mailing Address:	22400 Barton Rd. Suite 21-475		
City, State, Zip Code	Grand Terrace, CA 92313		
Phone & E-mail:	Phone: (951)966-6718	E-mail: angel32.ar@gmail.com	
Have you ever applied for funding through the City's Community Benefit FUND (CBH) before?		☒ Yes	☐ No
If yes, please list each time you have applied, the outcome, whether you were granted funding or not, the amount your organization originally requested and the amount approved, if any.			
Purpose of Prior Funding Requests (if any)	Request Date	Amount Requested	Amount Approved (if any)
1. Cheerleading sideline/competition team expenses	07/2023	\$2000.00	\$2000.00
2. Cheerleading sideline/competition expenses	08/2024	\$2000.00	\$2000.00
3.			
4.			
5.			
Date of Application:	8/4/2025		
Requested Amount:	\$2000.00		



CITY OF GRAND TERRACE COMMUNITY BENEFITS FUND (GT-CBF)

PROJECT INFORMATION				
Project/Activity Title:	GTHS Cheer Sideline and Competition season expenses			
Project/Activity Description (description of event the organization is seeking funding for)	The cheerleading team requires special supplies and safety equipment throughout the sideline cheer and competition seasons. The team having the equipment, supplies, and funds available allows for participation in school sporting events, supports entry into cheer competitions throughout the inland empire, assists with choreography training, participation in community holiday events (i.e.) Grand Terrace holiday fair and parades, Blue Mountain days, Cancer events, and various other community events.			
Describe how the project/activity is for a public purpose and benefits the residents and or community of Grand Terrace	Participation in the GTHS cheer program allows the cheerleader an opportunity to be a valuable part of the Grand Terrace Community as they learn teamwork, working towards a common goal to connect with the community that they represent while building character, leadership, and the value of positivity, unity, and community spirit.			
Project/Activity Target Population:	☒ Youth	☐ Seniors	☐ Women	☐ Low-Income
	☐ Businesses	☐ Disabled Persons	☒ Yes	☒ Entire Community
Project/Activity Date:	2025-2026 School year			
Location of Project/Activity:	Grand Terrace High School			
Detailed description of how the funds will be utilized.	Funds will be utilized to purchase team safety equipment, uniforms, team spirit attire, nutritional supplies, hygiene supplies, choreography training, team entry fees for competition, including regional and national competitions.			
Negative Impact should funding not be approved:	Certain fees may have to be provided by the cheerleader and the families, although which can create hardship for some.			

Submit completed application to:

City of Grand Terrace
City Manager's Office
22795 Barton Road
Grand Terrace, CA 92313-5295
Attn: Konrad Bolowich

City of Grand Terrace														
Community Benefit Grant Awards														
GRANT AWARD HISTORY as of Jul 31, 2025 and Approved & Proposed Applications for Aug 2025														
	Title	2015-16	2016-17	2017-18	2018-19	2019-20	2021-22	2022-23	2023-24	2024-25	2025-26	TOTAL	2025-26 Proposed in Aug-2025	TOTAL
												TO DATE		REVISED
YOUTH / SCHOOL ORGANIZATIONS														
	Grand Terrace Community Basketball	\$ 1,136	\$ -	\$ -	\$ 1,450	\$ -	\$ -					\$ 2,586	\$ -	\$ 2,586
	Grand Terrace High School Football Boosters	-	-	-	2,000	2,000	-					\$ 4,000	-	4,000
	Grand Terrace High School Legacy Regiment Boosters	-	-	-	2,000	-	-			2,000		\$ 4,000	2,000	6,000
	Grand Terrace High School Boys Basketball	-	-	-	-	2,000	-		1,040			\$ 3,040	-	3,040
	Grand Terrace High School Titan Wrestling Team	-	-	-	-	1,997	-	2,000				\$ 3,997	-	3,997
	Grand Terrace HS Titan Wrestling Booster Club									2,000		\$ 2,000	-	2,000
	Grand Terrace High School Cheer Booster Club	-	-	-	-	-	-	-	2,000	2,000		\$ 4,000	2,000	6,000
	Grand Terrace Little League	2,000	-	2,000	-	-	-					\$ 4,000	-	4,000
	Titan Strikers FC	-	-	-	-	-	-	-	-	500	2,000	\$ 2,500	-	2,500
	Grand Terrace Youth Football & Cheer	-	4,000	2,000	-	-	-		2,000			\$ 8,000	2,000	10,000
	Boy Scout Troop 40									2,000	2,000	\$ 2,000	-	2,000
	Grand Terrace Tribe Baseball Club									2,000		\$ 2,000	-	2,000
	Terrace View Elementary PTA	1,000	671	1,517	700	-	1,805	1,725	2,000	-		\$ 9,418	-	9,418
		\$ 4,136	\$ 4,671	\$ 5,517	\$ 6,150	\$ 5,997	\$ 1,805	\$ 3,725	\$ 7,040	\$ 10,500	\$ 4,000	\$ 51,541	\$ 6,000	\$ 57,541
NON-PROFIT / SERVICE ORGANIZATIONS														
	American Cancer Society	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -					\$ 2,000	\$ -	\$ 2,000
	Drug Alternative Program	-	2,000	-	-	-	-					\$ 2,000	-	2,000
	Foundation of Grand Terrace	2,350	2,000	1,830	-	-	2,000	2,000	2,000			\$ 12,180	-	12,180
	Friends of Grand Terrace Library	3,750	2,000	2,000	4,000	-	-					\$ 11,750	-	11,750
	Grand Terrace Lions Club	-	620	-	-	-	-					\$ 620	-	620
	Sheriff's Central Station Explorer Program	-	-	-	2,000	-	-					\$ 2,000	-	2,000
	The REC Center	2,187	310	-	3,100	-	-					\$ 5,597	-	5,597
	Grand Terrace Cars & Coffee	-	-	-	-	-	2,000	2,000	1,000			\$ 5,000	-	5,000
	Christ the Redeemer Catholic Church	-	-	-	-	-	-	310	310			\$ 620	-	620
	Grand Terrace Living Word Foursquare Church	-	-	-	-	-	-	2,000	-	1,500		\$ 3,500	-	3,500
	New City Church	-	-	-	-	-	-	-	2,000			\$ 2,000	-	2,000
	Grand Terrace Women's Club	-	-	-	-	-	-	-	-	2,000	2,000	\$ 4,000	-	4,000
	Grand Terrace Chamber of Commerce									2,000		\$ 2,000	-	2,000
	Church Of Fire In Christ	-	-	-	-	-	-	-	-	2,000		\$ 2,000	-	2,000
	Academy of Championd Figure Skating Team									2,000		\$ 2,000	2,000	4,000
	Family Service Association	-	-	-	-	2,000	-	-	-	-		\$ 2,000	-	2,000
		\$ 8,287	\$ 6,930	\$ 5,830	\$ 9,100	\$ 2,000	\$ 4,000	\$ 6,310	\$ 5,310	\$ 9,500	\$ 2,000	\$59,267	\$ 2,000	\$ 61,267
	TOTAL	\$ 12,423	\$ 11,601	\$ 11,347	\$ 15,250	\$ 7,997	\$ 5,805	\$ 10,035	\$ 12,350	\$ 20,000	\$ 6,000	\$ 110,808	\$ 8,000	\$ 118,808



AGENDA REPORT

MEETING DATE: August 26, 2025

TITLE: Community Benefit Fund Grant Award to Grand Terrace Titans Youth Football & Cheer in the Amount of \$2,000

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION FROM GRAND TERRACE TITANS YOUTH FOOTBALL & CHEER IN THE AMOUNT OF \$2,000.00**

2030 VISION STATEMENT:

This staff report supports the following City Council Goals:

- Goal #1 - Ensure our Fiscal Viability, through the continuous monitoring of revenue receipts and expenditure disbursements against approved budget appropriations; and
- Goal #4 – Develop and Implement Successful Partnerships through productive collaboration with community groups, youth programs and senior organizations.

BACKGROUND:

In past fiscal years, the City Council has approved the use of funds for the establishment of the Community Benefits Fund Grant Program. The purpose of the Community Benefits Fund Grant Program is to provide funding for local youth programs, community events, community fee waivers, and be used as an economic development tool for small business development in the City.

For Fiscal Year 2025-26, the City Council has approved the use of \$20,000 toward community benefit funded programs and activities.

Various youth and senior program activities have benefited from the Community Benefits Fund including the Foundation of Grand Terrace, the REC Center, several youth sports leagues, and the Friends of the Grand Terrace Library.

Attachment A provides a summary of awarded grants by fiscal year and the recipients of said grants awarded in each fiscal year.

DISCUSSION:

1. Application received from Grand Terrace Titans Youth Football & Cheer

Grand Terrace Titans Youth Football & Cheer mission is to inspire young people to become the best version of themselves.

Below summarizes the current application submitted by Grand Terrace Titans Youth Football & Cheer:

Project Title:	Grand Terrace Football Jr. Micro & Micro Division (6-11 year olds)
Project Activity:	We offer structured opportunities to learn, grow and compete in a way that builds not only skill, but strong core values. This age group is the youngest, most timid age and coming together will build confidence and integrity. The kids are new to the sports atmosphere and will learn on building long lasting relationships and respect. Funds requested are for winter uniforms to represent the City of Grand Terrace, the support and bond the city has for our youth and each other.
Public Purpose:	From my experience, when a group of young boys are all in the same uniform, they feel apart of something bigger, something to unite and stand for at practice, at school and after the season is over.
Amount Requested:	\$2,000.00
Utilization of Funds:	Funds will be used for Grand Terrace Titans sweaters for the players.

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the Community Benefit Fund grant application in the amount of \$2,000.00 to Grand Terrace Titans Youth Football & Cheer.

Upon City Council approval, the applicant will comply with the following, if they have not already done so:

1. Issue the City of Grand Terrace an invoice for the grant amount with receipts;
2. Ensure that the City is mentioned/included as a sponsor in any material advertising the activity or event; and
3. Complete a W-9 form for reporting purposes.

Attached is the application received from Grand Terrace Titans Youth Football & Cheer.

ENVIRONMENTAL IMPACT:

N/A

FISCAL IMPACT:

Funds in the amount of \$20,000.00 have been approved for the program and established in the Community Benefits Fund (Fund 61). If approved, the table below will show the balances of each category remaining in the fund:

FY2025-26 Community Benefits Fund

<u>Fund No.</u>	<u>Acct. No.</u>	<u>Account Title</u>	<u>Approved Budget</u>	<u>Awarded Grants</u>	<u>Balance as of July-2025</u>	<u>Proposed Grant Awards</u>	<u>Revised Balance</u>
61	461-100	Youth/School Programs	\$10,000	(\$4,000)	\$6,000	(\$6,000)	\$0
61	461-200	Service Organizations	\$10,000	(\$2,000)	\$8,000	(\$2,000)	\$6,000
		TOTAL	<u>\$20,000</u>	<u>(\$6,000)</u>	<u>\$14,000</u>	<u>(\$8,000)</u>	<u>\$6,000</u>



CITY OF GRAND TERRACE COMMUNITY BENEFITS FUND (GT-CBF)

ORGANIZATION INFORMATION			
Organization Name:	Grand Terrace Titans JAAF & Cheer – Jr. Micro & Micro Division		
Organization Mission:	To inspire young people to become the best version of themselves.		
Organization Contact #1:	Name: Melissa Angel	Title: Athletic Director	
Mailing Address:			
City, State, Zip Code			
Phone & E-mail:	Phone: 951-324-4829	E-mail: grandterracetitans@gmail.com	
Organization Contact #2:	Name: Vernice Orozco.	Title: Athletic Director	
Mailing Address:			
City, State, Zip Code			
Phone & E-mail:	Phone: 562-833-0664	E-mail: vereorozco529@gmail.com	
Have you ever applied for funding through the City's Community Benefit FUND (CBH) before?		☐ Yes	☒ No
If yes, please list each time you have applied, the outcome, whether you were granted funding or not, the amount your organization originally requested and the amount approved, if any.			
Purpose of Prior Funding Requests (if any)	Request Date	Amount Requested	Amount Approved (if any)
1.			
2.			
3.			
4.			
5.			
Date of Application:	8/1/2025		
Requested Amount:	2,000		



CITY OF GRAND TERRACE COMMUNITY BENEFITS FUND (GT-CBF)

PROJECT INFORMATION				
Project/Activity Title:	GT Football Jr. Micro & Micro Divison 6-11 year olds.			
Project/Activity Description (description of event the organization is seeking funding for)	We offer structure opportunities to learn, grow and compete in a way that builds not only skill but strong core values. This age group is the youngest most timid age, coming together will build confidence and integrity, kids are new to the sport atmosphere and will learn on building long lasting relationships and respect. Funds requested are for winter uniform , to represent the City of Grand Terrace , the support and bond the city has has for our youth and each other.			
Describe how the project/activity is for a public purpose and benefits the residents and or community of Grand Terrace	From my experience , when a group of young boys are all uniform and wear the same uniformm , they feel part of something bigger , something to unite and stand for at practive, at school and after the seaso is over.			
Project/Activity Target Population:	☒ Youth	☐ Seniors	☐ Women	☐ Low-Income
	☐ Businesses	☐ Disabled Persons	☐ Yes	☐ Entire Community
Project/Activity Date:	8/1/2025 – 12/1/2025			
Location of Project/Activity:	Grand Terrace High School 21810 Main Street , Grand Terrace 92313			
Detailed description of how the funds will be utilized.	26 MICRO GT TITAN DRI FIT SWEATERS = 1040 25 Jr. MICRO GT TITAN DRI FIT SWEATERS = 1000			
Negative Impact should funding not be approved:	If not approved players will be cold in the late night and early morning games and may feel left out because not in uniform with other divisions.			

Submit completed application to: City of Grand Terrace
 City Manager's Office
 22795 Barton Road
 Grand Terrace, CA 92313-5295
 Attn: Konrad Bolowich

City of Grand Terrace														
Community Benefit Grant Awards														
GRANT AWARD HISTORY as of Jul 31, 2025 and Approved & Proposed Applications for Aug 2025														
	Title	2015-16	2016-17	2017-18	2018-19	2019-20	2021-22	2022-23	2023-24	2024-25	2025-26	TOTAL	2025-26 Proposed in Aug-2025	TOTAL
												TO DATE		REVISED
YOUTH / SCHOOL ORGANIZATIONS														
	Grand Terrace Community Basketball	\$ 1,136	\$ -	\$ -	\$ 1,450	\$ -	\$ -					\$ 2,586	\$ -	\$ 2,586
	Grand Terrace High School Football Boosters	-	-	-	2,000	2,000	-					\$ 4,000	-	4,000
	Grand Terrace High School Legacy Regiment Boosters	-	-	-	2,000	-	-			2,000		\$ 4,000	2,000	6,000
	Grand Terrace High School Boys Basketball	-	-	-	-	2,000	-		1,040			\$ 3,040	-	3,040
	Grand Terrace High School Titan Wrestling Team	-	-	-	-	1,997	-	2,000				\$ 3,997	-	3,997
	Grand Terrace HS Titan Wrestling Booster Club									2,000		\$ 2,000	-	2,000
	Grand Terrace High School Cheer Booster Club	-	-	-	-	-	-	-	2,000	2,000		\$ 4,000	2,000	6,000
	Grand Terrace Little League	2,000	-	2,000	-	-	-					\$ 4,000	-	4,000
	Titan Strikers FC	-	-	-	-	-	-	-	-	500	2,000	\$ 2,500	-	2,500
	Grand Terrace Youth Football & Cheer	-	4,000	2,000	-	-	-		2,000			\$ 8,000	2,000	10,000
	Boy Scout Troop 40									2,000	2,000	\$ 2,000	-	2,000
	Grand Terrace Tribe Baseball Club									2,000		\$ 2,000	-	2,000
	Terrace View Elementary PTA	1,000	671	1,517	700	-	1,805	1,725	2,000	-		\$ 9,418	-	9,418
		\$ 4,136	\$ 4,671	\$ 5,517	\$ 6,150	\$ 5,997	\$ 1,805	\$ 3,725	\$ 7,040	\$ 10,500	\$ 4,000	\$ 51,541	\$ 6,000	\$ 57,541
NON-PROFIT / SERVICE ORGANIZATIONS														
	American Cancer Society	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -					\$ 2,000	\$ -	\$ 2,000
	Drug Alternative Program	-	2,000	-	-	-	-					\$ 2,000	-	2,000
	Foundation of Grand Terrace	2,350	2,000	1,830	-	-	2,000	2,000	2,000			\$ 12,180	-	12,180
	Friends of Grand Terrace Library	3,750	2,000	2,000	4,000	-	-					\$ 11,750	-	11,750
	Grand Terrace Lions Club	-	620	-	-	-	-					\$ 620	-	620
	Sheriff's Central Station Explorer Program	-	-	-	2,000	-	-					\$ 2,000	-	2,000
	The REC Center	2,187	310	-	3,100	-	-					\$ 5,597	-	5,597
	Grand Terrace Cars & Coffee	-	-	-	-	-	2,000	2,000	1,000			\$ 5,000	-	5,000
	Christ the Redeemer Catholic Church	-	-	-	-	-	-	310	310			\$ 620	-	620
	Grand Terrace Living Word Foursquare Church	-	-	-	-	-	-	2,000	-	1,500		\$ 3,500	-	3,500
	New City Church	-	-	-	-	-	-	-	2,000			\$ 2,000	-	2,000
	Grand Terrace Women's Club	-	-	-	-	-	-	-	-	2,000	2,000	\$ 4,000	-	4,000
	Grand Terrace Chamber of Commerce									2,000		\$ 2,000	-	2,000
	Church Of Fire In Christ	-	-	-	-	-	-	-	-	2,000		\$ 2,000	-	2,000
	Academy of Championd Figure Skating Team									2,000		\$ 2,000	2,000	4,000
	Family Service Association	-	-	-	-	2,000	-	-	-	-		\$ 2,000	-	2,000
		\$ 8,287	\$ 6,930	\$ 5,830	\$ 9,100	\$ 2,000	\$ 4,000	\$ 6,310	\$ 5,310	\$ 9,500	\$ 2,000	\$59,267	\$ 2,000	\$ 61,267
	TOTAL	\$ 12,423	\$ 11,601	\$ 11,347	\$ 15,250	\$ 7,997	\$ 5,805	\$ 10,035	\$ 12,350	\$ 20,000	\$ 6,000	\$ 110,808	\$ 8,000	\$ 118,808



AGENDA REPORT

MEETING DATE: August 26, 2025

TITLE: Community Benefit Fund Grant Award to Legacy Regiment Boosters in the amount of \$2,000

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION FROM LEGACY REGIMENT BOOSTERS IN THE AMOUNT OF \$2,000.00**

2030 VISION STATEMENT:

This staff report supports the following City Council Goals:

- Goal #1 - Ensure our Fiscal Viability, through the continuous monitoring of revenue receipts and expenditure disbursements against approved budget appropriations; and
- Goal #4 – Develop and Implement Successful Partnerships through productive collaboration with community groups, youth programs and senior organizations.

BACKGROUND:

In past fiscal years, the City Council has approved the use of funds for the establishment of the Community Benefits Fund Grant Program. The purpose of the Community Benefits Fund Grant Program is to provide funding for local youth programs, community events, community fee waivers, and be used as an economic development tool for small business development in the City.

For Fiscal Year 2025-26, the City Council has approved the use of \$20,000 toward community benefit funded programs and activities.

Various youth and senior program activities have benefited from the Community Benefits Fund including the Foundation of Grand Terrace, the REC Center, several youth sports leagues, and the Friends of the Grand Terrace Library.

Attachment A provides a summary of awarded grants by fiscal year and the recipients of said grants awarded in each fiscal year.

DISCUSSION:

1. Application received from Legacy Regiment Boosters

Legacy Regiment Boosters' mission is to help kids at Grand Terrace High School explore their love of music and performing.

Below summarizes the current application submitted by Legacy Regiment Boosters:

Project Title:	Legacy Regiment Fall Season
Project Activity:	Fall Competition season for the marching band. Registration costs for the competitions the kids perform at, maintain equipment and order costumes as needed.
Public Purpose:	We give a place for the kids to come practice music and perform. The kids also perform at some community events and always perform a free showcase event that all are welcome to come to in November.
Amount Requested:	\$2,000.00
Utilization of Funds:	Funds will go towards competition fees, costumes, and equipment needed. It will go to cover a fair share amount for the kids who can't financially help.

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the Community Benefit Fund grant application in the amount of \$2,000.00 to Legacy Regiment Boosters.

Upon City Council approval, the applicant will comply with the following, if they have not already done so:

1. Issue the City of Grand Terrace an invoice for the grant amount with receipts;
2. Ensure that the City is mentioned/included as a sponsor in any material advertising the activity or event; and
3. Complete a W-9 form for reporting purposes.

Attached is the application received from Legacy Regiment Boosters.

ENVIRONMENTAL IMPACT:

N/A

FISCAL IMPACT:

Funds in the amount of \$20,000.00 have been approved for the program and established in the Community Benefits Fund (Fund 61). If approved, the table below will show the balances of each category remaining in the fund:

FY2026-26 Community Benefits Fund

<u>Fund No.</u>	<u>Acct. No.</u>	<u>Account Title</u>	<u>Approved Budget</u>	<u>Awarded Grants</u>	<u>Balance as of July- 2025</u>	<u>Proposed Grant Awards</u>	<u>Revised Balance</u>
61	461-100	Youth/School Programs	\$10,000	(\$4,000)	\$6,000	(\$6,000)	\$0
61	461-200	Service Organizations	\$10,000	(\$2,000)	\$8,000	(\$2,000)	\$6,000
		TOTAL	<u>\$20,000</u>	<u>(\$6,000)</u>	<u>\$14,000</u>	<u>(\$8,000)</u>	<u>\$6,000</u>



CITY OF GRAND TERRACE
COMMUNITY BENEFITS FUND (GT-CBF)

ORGANIZATION INFORMATION

Organization Name: Legacy Regiment Boosters
Organization Mission: Help kids at GT HS explore their love of music & performing
Organization Contact #1: Name: Karin Arredondo Title: Booster VP
Mailing Address: 22400 Barton Rd # 21-529
City, State, Zip Code: Grand Terrace Ca 92313
Phone & E-mail: Phone: 951-233-7378 E-mail: Kcast23@yahoo.com
Organization Contact #2: Name: Erica Kummer Title: Booster President
Mailing Address: 22400 Barton Rd # 21-529
City, State, Zip Code: Grand Terrace Ca 92313
Phone & E-mail: Phone: 909-435-7895 E-mail:

Have you ever applied for funding through the City's Community Benefit FUND (CBH) before?

☒ Yes

☐ No

If yes, please list each time you have applied, the outcome, whether you were granted funding or not, the amount your organization originally requested and the amount approved, if any.

Purpose of Prior Funding Requests (if any)	Request Date	Amount Requested	Amount Approved (if any)
1 Winter Compst Equip	Feb 2005	2,000	2,000
2			
3			
4			
5			

Date of Application: 8/1/25
Requested Amount: \$ 2,000



CITY OF GRAND TERRACE COMMUNITY BENEFITS FUND (GT-CBF)

PROJECT INFORMATION

Project/Activity Title:	Legacy Regiment Fall Season
Project/Activity Description (description of event the organization is seeking funding for)	Fall Comp Season for the marching band. Registration costs for the competitions the kids perform at. Maintain equipment and order costumes as needed.
Describe how the project/activity is for a public purpose and benefits the residents and or community of Grand Terrace	We give a place for kids to come and practice music & performing. The kids also perform at some community events & always perform a free showcase event all are welcome to in November.
Project/Activity Target Population:	☒ Youth ☐ Seniors ☐ Women ☐ Low-Income ☐ Businesses ☐ Disabled Persons ☐ Yes ☐ Entire Community
Project/Activity Date:	August - November 2025
Location of Project/Activity:	Grand Terrace High School
Detailed description of how the funds will be utilized.	Funds will go toward competition fees & costumes & equipment needed. It will go to cover the fair share amount for kids who can't financially help.
Negative Impact should funding not be approved.	No place to show their hard work and compete with other local bands. Risk of kids dropping from the program.
Submit completed application to:	City of Grand Terrace City Manager's Office 22795 Barton Road Grand Terrace, CA 92313-5295 Attn. Konrad Bolowich

City of Grand Terrace													
Community Benefit Grant Awards													
GRANT AWARD HISTORY as of Jul 31, 2025 and Approved & Proposed Applications for Aug 2025													
Title	2015-16	2016-17	2017-18	2018-19	2019-20	2021-22	2022-23	2023-24	2024-25	2025-26	TOTAL	2025-26 Proposed in Aug-2025	TOTAL
											TO DATE	REVISIED	
YOUTH / SCHOOL ORGANIZATIONS													
Grand Terrace Community Basketball	\$ 1,136	\$ -	\$ -	\$ 1,450	\$ -	\$ -					\$ 2,586	\$ -	\$ 2,586
Grand Terrace High School Football Boosters	-	-	-	2,000	2,000	-					\$ 4,000	-	4,000
Grand Terrace High School Legacy Regiment Boosters	-	-	-	2,000	-	-			2,000		\$ 4,000	2,000	6,000
Grand Terrace High School Boys Basketball	-	-	-	-	2,000	-		1,040			\$ 3,040	-	3,040
Grand Terrace High School Titan Wrestling Team	-	-	-	-	1,997	-	2,000				\$ 3,997	-	3,997
Grand Terrace HS Titan Wrestling Booster Club									2,000		\$ 2,000	-	2,000
Grand Terrace High School Cheer Booster Club	-	-	-	-	-	-	-	2,000	2,000		\$ 4,000	2,000	6,000
Grand Terrace Little League	2,000	-	2,000	-	-	-					\$ 4,000	-	4,000
Titan Strikers FC	-	-	-	-	-	-	-	-	500	2,000	\$ 2,500	-	2,500
Grand Terrace Youth Football & Cheer	-	4,000	2,000	-	-	-		2,000			\$ 8,000	2,000	10,000
Boy Scout Troop 40									2,000	2,000	\$ 2,000	-	2,000
Grand Terrace Tribe Baseball Club									2,000		\$ 2,000	-	2,000
Terrace View Elementary PTA	1,000	671	1,517	700	-	1,805	1,725	2,000	-		\$ 9,418	-	9,418
	\$ 4,136	\$ 4,671	\$ 5,517	\$ 6,150	\$ 5,997	\$ 1,805	\$ 3,725	\$ 7,040	\$ 10,500	\$ 4,000	\$ 51,541	\$ 6,000	\$ 57,541
NON-PROFIT / SERVICE ORGANIZATIONS													
American Cancer Society	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -					\$ 2,000	\$ -	\$ 2,000
Drug Alternative Program	-	2,000	-	-	-	-					\$ 2,000	-	2,000
Foundation of Grand Terrace	2,350	2,000	1,830	-	-	2,000	2,000	2,000			\$ 12,180	-	12,180
Friends of Grand Terrace Library	3,750	2,000	2,000	4,000	-	-					\$ 11,750	-	11,750
Grand Terrace Lions Club	-	620	-	-	-	-					\$ 620	-	620
Sheriff's Central Station Explorer Program	-	-	-	2,000	-	-					\$ 2,000	-	2,000
The REC Center	2,187	310	-	3,100	-	-					\$ 5,597	-	5,597
Grand Terrace Cars & Coffee	-	-	-	-	-	2,000	2,000	1,000			\$ 5,000	-	5,000
Christ the Redeemer Catholic Church	-	-	-	-	-	-	310	310			\$ 620	-	620
Grand Terrace Living Word Foursquare Church	-	-	-	-	-	-	2,000	-	1,500		\$ 3,500	-	3,500
New City Church	-	-	-	-	-	-	-	2,000			\$ 2,000	-	2,000
Grand Terrace Women's Club	-	-	-	-	-	-	-	-	2,000	2,000	\$ 4,000	-	4,000
Grand Terrace Chamber of Commerce									2,000		\$ 2,000	-	2,000
Church Of Fire In Christ	-	-	-	-	-	-	-	-	2,000		\$ 2,000	-	2,000
Academy of Championd Figure Skating Team									2,000		\$ 2,000	2,000	4,000
Family Service Association	-	-	-	-	2,000	-	-	-	-		\$ 2,000	-	2,000
	\$ 8,287	\$ 6,930	\$ 5,830	\$ 9,100	\$ 2,000	\$ 4,000	\$ 6,310	\$ 5,310	\$ 9,500	\$ 2,000	\$59,267	\$ 2,000	\$ 61,267
TOTAL	\$ 12,423	\$ 11,601	\$ 11,347	\$ 15,250	\$ 7,997	\$ 5,805	\$ 10,035	\$ 12,350	\$ 20,000	\$ 6,000	\$ 110,808	\$ 8,000	\$ 118,808