



CITY OF GRAND TERRACE

City Council

AGENDA • April 14, 2026

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). Written comments are available at the City Clerk Office.

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

Boy Scouts of America Troop 40

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

Proclamation — Child Abuse Prevention Month

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
- 2) Treasurer's Report as of September 30, 2025

RECOMMENDATION: RECEIVE AND FILE THE TREASURER'S REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2025

DEPARTMENT: Finance

- 3) Treasurer's Report as of December 31, 2025

RECOMMENDATION: RECEIVE AND FILE THE TREASURER'S REPORT FOR THE PERIOD ENDING DECEMBER 31, 2025

DEPARTMENT: Finance

- 4) Approval of the March-2026 Check Register in the Amount of \$571,008.15.

RECOMMENDATION: APPROVE THE CHECK REGISTER NO. 03312026 IN THE AMOUNT OF \$571,008.15 AS SUBMITTED, FOR THE MONTH ENDING MARCH 31, 2026

DEPARTMENT: Finance

- 5) Approve Check #83461 to Mayor Hussey in the amount of \$419.20 from the March 2026 Check Register

RECOMMENDATION: APPROVE CHECK #83461 TO MAYOR HUSSEY IN THE AMOUNT OF \$419.20 FROM THE MARCH 2026 CHECK REGISTER

DEPARTMENT: Finance

- 6) Authorization to Advertise the Planning Commission Member Term Expirations

RECOMMENDATION: AUTHORIZE THE CITY CLERK TO ADVERTISE THE EXPIRING TERMS IN ACCORDANCE WITH THE CITY'S APPOINTMENT PROCESS

DEPARTMENT: City Clerk

- 7) Authorization to Advertise the Historical & Cultural Activities Committee Member Term Expirations

RECOMMENDATION: AUTHORIZE THE CITY CLERK TO ADVERTISE THE EXPIRING TERMS IN ACCORDANCE WITH THE CITY'S APPOINTMENT PROCESS

DEPARTMENT: City Clerk

- 8) Approval of an Annual Subscription Agreement with Gladwell Governmental Services, Inc. for Records Retention Schedule Maintenance and Updates

RECOMMENDATION: APPROVE AN ANNUAL SUBSCRIPTION AGREEMENT WITH GLADWELL GOVERNMENTAL SERVICES, INC. (GGS) FOR ONGOING RECORDS RETENTION SCHEDULE MAINTENANCE AND UPDATES, IN THE AMOUNT OF \$500 ANNUALLY, WITH A ONE-TIME CATCH-UP COST OF \$1,000 TO BRING THE CITY'S RETENTION SCHEDULES CURRENT WITH APPLICABLE STATE AND FEDERAL LAWS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM

DEPARTMENT: City Clerk

- 9) Award Concrete Rehabilitation at Various Locations (2) to Carter Enterprises Group, Inc.

RECOMMENDATION: FIND THAT THE CONCRETE REHABILITATION PROJECT (2) IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301(C) (EXISTING FACILITIES), AND AUTHORIZE STAFF TO PREPARE AND FILE A NOTICE OF EXEMPTION AND; APPROPRIATE AN ADDITIONAL \$856.00 FROM 46-900-321-000-000 AND;

AWARD THE CONCRETE REHABILITATION PROJECT (2) TO CARTER ENTERPRISES, INC. OF YORBA LINDA BASED ON THE LOWEST RESPONSIVE AND RESPONSIBLE BASE BID, AND APPROVE THE PUBLIC WORKS AGREEMENT WITH CARTER ENTERPRISES, INC. IN THE AMOUNT OF \$100,856; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO APPROVAL AS TO FORM BY THE CITY ATTORNEY

DEPARTMENT: Public Works

- 10) Additional Appropriations for Diesel Generator using Equipment Replacement Fund

RECOMMENDATION: APPROVE ADDITIONAL APPROPRIATIONS OF \$27,300 FROM THE EQUIPMENT REPLACEMENT FUND FOR THE DIESEL GENERATOR

DEPARTMENT: City Manager

- 11) Second Reading and Adoption of an Ordinance Amending Section 4.80.010 of the Grand Terrace Municipal Code to update the City's development impact fee program, remove obsolete fee amounts, and provide that development impact fees shall be established by City Council resolution consistent with the Mitigation Fee Act and Assembly Bill 602 (AB-602)

RECOMMENDATION: SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING SECTION 4.80.010 OF THE GRAND TERRACE MUNICIPAL CODE

DEPARTMENT: Planning & Development Services

E. PUBLIC HEARINGS - NONE

F. UNFINISHED BUSINESS - NONE

G. NEW BUSINESS

- 12) Event Location Approval for Trunk or Treat 2026

RECOMMENDATION: THAT THE CITY COUNCIL SELECT A LOCATION FOR THE 2026 TRUNK OR TREAT EVENT AND PROVIDE DIRECTION TO STAFF TO PROCEED WITH PLANNING AND COORDINATION

DEPARTMENT: City Manager

- 13) First Reading and Introduction of an Ordinance Formalizing Public Works Standard Plans and Streetlight Design Standards

RECOMMENDATION: FIRST READING AND INTRODUCTION OF AN ORDINANCE OF THE CITY OF GRAND TERRACE ADOPTING PUBLIC WORKS STANDARD PLANS AND SPECIFICATIONS AND STREETLIGHT DESIGN STANDARDS

DEPARTMENT: Public Works

- 14) Community Benefit Fund Grant Award to the Grand Terrace High School Titan Wrestling Booster Club

RECOMMENDATION: APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION FROM THE GRAND TERRACE HIGH SCHOOL TITAN WRESTLING BOOSTER CLUB IN THE AMOUNT OF \$2,000.00 AND TRANSFER OF FUNDS FROM ACCOUNT 61-461-200-000-000 TO 61-461-100-000-000

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

City Manager Konrad Bolowich

K. CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
[Pursuant to California Government Code Section 54957]

Title of Position: City Manager

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant Exposure to Litigation [Pursuant to Government Code sections 54954.5(c), 54956.9 (d)(3), (e)(1)]

Based on existing facts and circumstances, this closed session is only to decide whether a closed session is authorized pursuant to Government Code section 54956.9(d)(2), which provides: "A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency." Reference Nos. 2026-001 and 2026-002.

Number of cases: 2

L. ADJOURN

The next Regular City Council Meeting will be held on April 28, 2026, 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.



AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: Treasurer's Report as of September 30, 2025

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **RECEIVE AND FILE THE TREASURER'S REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2025**

2030 VISION STATEMENT:

This staff report supports Goal #1, "Ensuring Our Fiscal Viability", through the continuous monitoring of actual cash on hand, receipts and disbursements incurred during the fiscal year.

BACKGROUND:

The Treasurer's Report of funds held as cash or invested by the City should be provided to the governing body periodically.

DISCUSSION:

The purpose of the Treasurer's Report is to provide the governing body with the following information:

- Current cash position of the City.
- Identify where all cash is held and, if invested, provide information regarding the Book Value, PAR Value, Market Value, yield, and maturity:
- Book Value is the value of an asset as it is listed in the City's balance sheet or statement of financial position. The book value of the City's cash is the amount listed in the City's bank statement as of September 30, 2025 and recorded in the City's financial system.
- PAR value or face value is the value listed on an invested stock or bond. Had the City invested the cash in stocks or bonds, the PAR value would be the current value of the stocks or bonds.
- Market value of an investment is the amount that someone will pay for it now, or the sale price. The investment value calculates what the investment will earn and likely will be worth in the future. Had the City invested the cash in stocks or bonds, the investment would have both a PAR value and a Market value.
- Yield describes the amount in cash (in percentage terms) in the form of interest or dividends received from an investment in stocks or bonds.
- Maturity or maturity date refers to the payment date of a financial instrument (stock, bond, certificate of deposit (CD) at which point the principal (and all remaining interest) is due to be paid.
- The attached Treasurer's Report as of September 30th indicates book, PAR and market value of total cash and investments.
- Show that there are sufficient cash resources to make economic commitments for the next six months. One way the governing body can monitor the fiscal condition of the City is to review

the cash position. The common benchmarks to do this, is to compare the current quarter to the prior quarter and the current quarter to the same quarter in the prior fiscal year. For the Treasurer’s Report of September 30, 2025, the quarter summary would be compared to June 30, 2025 and the annual summary would be compared to September 30, 2024. Information on the benefits of these two cash reporting comparison periods is provided below:

Quarterly Change in Cash Position:

This compares the cash position at the end of a quarter to the end of the prior quarter. The cyclical nature of revenues to the City versus the relatively constant nature of expenditures is shown in a quarterly comparison. An example of this would be property tax revenue of which the majority is received in December and May versus monthly labor and utility costs. Generally, the cash position tends to decrease in the first and second quarter of a fiscal year and to increase in the third and fourth quarters. One-time revenues such as bond proceeds may also be easier to highlight first in a quarterly change report.

City of Grand Terrace				
CHANGE IN TREASURY POSITION				
Fiscal Year-to-Date Compared to Previous Quarter				
Table 1				
Description	June 30, 2025	Sept 30, 2025	\$ Change	% Chg
Total Cash and Investments	\$19,629,562	\$17,773,906	(\$1,855,656)	-9.45%
Funds with Fiscal Agent	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	
Total	<u>\$19,629,562</u>	<u>\$17,773,906</u>	<u>(\$1,855,656)</u>	-9.45%

- As shown in the Table 1 above, the Cash & Investments Report indicates a decrease of approximately \$1.8M. Below are the causes for the increase (revenue receipts) or decrease (expenditure disbursements) in the City’s cash balance:
- Payment of \$728,860 to SB County Sheriff for the July, August and September 2025 police services
- Payment of \$533,645 to CalPERs Unfunded Accrued Liability in July 2025
- Payment of \$524,430 to Onyx Paving Company Inc for the CIP 2025-26 Streets

City of Grand Terrace				
Change in Treasury Position				
Fiscal Year-to-Date Compared to Previous Year (Same Quarter)				
Table 2				
Description	Sept 30, 2024	Sept 30, 2025	\$ Change	% Chg
Total Cash and Investments	\$16,468,382	\$17,773,906	\$1,305,524	7.93%
Funds with Fiscal Agent	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	0%
Total	<u>\$16,468,382</u>	<u>\$17,773,906</u>	<u>\$1,305,524</u>	7.93%

- As shown in Table 2, the current cash position compared to a year ago on September 30, 2024 increased by approximately \$1.3 million. The increase in cash for the quarter ending September 2025 compared to September 2024 is largely due to the large deposits of Condor Energy Storage.

Cash Balance by Fund

City of Grand Terrace		
CASH BALANCE by FUND		
As of September 30, 2025		
Table 3		
<u>Fund</u>	<u>Fund Title</u>	<u>Cash Balances</u>
City		
09	CHILD CARE CENTER FUND	\$0
10	GENERAL FUND	\$6,127,926
11	STREET FUND	\$825,662
12	STORM DRAIN FUND	\$318,704
13	PARK FUND	\$104,739
14	SLESF (AB3229 COPS)	(\$20,091)

15	AIR QUALITY IMPROVEMENT FUND	\$106,625
16	GAS TAX FUND	\$335,921
17	TRAFFIC SAFETY FUND	\$33,689
19	FACILITIES FUND	\$193,611
20	MEASURE "I" FUND	\$527,952
21	WASTEWATER DISPOSAL FUND	\$1,750,763
22	CDBG	(\$55,286)
23	REFUNDABLE DEPOSITS TRUST FUND	\$2,880,295
25	SPRING MOUNTAIN RANCH	\$1,011,004
26	LNDSCP & LGTG ASSESSMENT DIST	\$203,399
45	COMMERCE WAY PROJECT	\$881,804
46	CAPITAL IMPROVEMENTS - STREETS	(\$537,082)
47	CAP.PRJ. BARTON/COLTON BRIDGE	(\$25,320)
48	CAPITAL PROJECTS FUND	(\$33,810)
49	CAPITAL PROJECTS FUND- PARKS	\$150,463
50	CAPITAL PROJECT BOND PROCEEDS	611,458
52	HOUSING AUTHORITY	\$1,511,303
56	ROAD MAINT & REHAB ACCT FUND	\$188,013
61	COMMUNITY BENEFITS FUND	\$77,360
62	LIGHT UP GRAND TERRACE	\$3,604
63	GT ILLEGAL FIREWORKS ENFORCEMENT	\$199
64	PUBLIC SAFETY FUND	\$24,029
65	SENIOR BUS PROGRAM FUND	(\$201,854)
66	CAL RECYCLE GRANT	\$1,361
67	PUBLIC, EDUCATIONAL& GOVT ACCESS	\$152,898
69	COMMUNITY DAY FUND	(\$8,072)
70	EQUIPMENT REPLACEMENT RESERVE FUND	(\$130,084)
71	FIRESTATION PROCEEDS	\$819,780
74	HIGHWAY SFTY IMPROV PRGRM GRANT	(\$68,018)
75	EMER MGMT PREP GRANT (EMPG) FUND	(\$7,291)
76	ENHANCED INFRA FIN DIST (EIFD) FUND	(\$10,560)

85	NATIONAL OPIOID SETTLEMENT FUND	\$50,935
92	CDBG COVID-19 FUND	(\$42,435)
93	COVID-19 SB CNTY INFRA ALLOC FND	\$0
94	ARPA (AMERICAN RESCUE PLAN ACT)	<u>\$0</u>
95	DOG PARK ENDOWMENT FUND	<u>\$20,312</u>
	TOTAL CITY	<u>\$17,773,906</u>
		-
	TOTAL CASH AND INVESTMENTS	<u>\$17,773,906</u>

The table below and the attached Treasurer’s Report also shows that the City of Grand Terrace can meet its expenditure requirements for the next six months and that sufficient funds are available to meet its operating needs.

City of Grand Terrace	
CASH and INVESTMENT REPORT against adopted budget	
As of September 30, 2025	
Table 4	
<u>Description</u>	<u>Amount</u>
Total Cash and Investments, City	\$17,773,906
FY2025-26 Adopted Budget	\$11,107,788
Less: Successor Agency Budget	<u> (\$0)</u>
Net, City budget	<u>\$11,107,788</u>
Cash required for six (6) months: (\$11,107,788 / 2)	\$5,553,894
At a cash balance of \$17,773,906, the City has sufficient cash	

to cover operating expenditures for a six-month period.

As stated earlier in the report, the cash balances shown above are as of a certain date in time, specifically, September 30, 2025.

ENVIRONMENTAL IMPACT:

This action does not meet the threshold of a project under CEQA and therefore is exempt.

FISCAL IMPACT:

The purpose of the Treasurer's Report is to provide information regarding the current cash and investment position of the City. There is no fiscal impact to receiving and filing the report.



AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: Treasurer's Report as of December 31, 2025

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **RECEIVE AND FILE THE TREASURER'S REPORT FOR THE PERIOD ENDING DECEMBER 31, 2025**

2030 VISION STATEMENT:

This staff report supports Goal #1, "Ensuring Our Fiscal Viability", through the continuous monitoring of actual cash on hand, receipts and disbursements incurred during the fiscal year.

BACKGROUND:

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DISCUSSION:

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- Current cash position of the City.
- Identify where all cash is held and, if invested, provide information regarding the Book Value, PAR Value, Market Value, yield, and maturity:
- Book Value is the value of an asset as it is listed in the City's balance sheet or statement of financial position. The book value of the City's cash is the amount listed in the City's bank statement as of December 31, 2025 and recorded in the City's financial system.
- PAR value or face value is the value listed on an invested stock or bond. Had the City invested the cash in stocks or bonds, the PAR value would be the current value of the stocks or bonds.
- Market value of an investment is the amount that someone will pay for it now, or the sale price. The investment value calculates what the investment will earn and likely will be worth in the future. Had the City invested the cash in stocks or bonds, the investment would have both a PAR value and a Market value.
- Yield describes the amount in cash (in percentage terms) in the form of interest or dividends received from an investment in stocks or bonds.
- Maturity or maturity date refers to the payment date of a financial instrument (stock, bond, certificate of deposit (CD) at which point the principal (and all remaining interest) is due to be paid.
- The attached Treasurer's Report as of December 31st indicates book, PAR and market value of total cash and investments.
- Show that there are sufficient cash resources to make economic commitments for the next six months. One way the governing body can monitor the fiscal condition of the City is to review

the cash position. The common benchmarks to do this, is to compare the current quarter to the prior quarter and the current quarter to the same quarter in the prior fiscal year. For the Treasurer’s Report of December 31, 2025, the quarter summary would be compared to September 30, 2025 and the annual summary would be compared to December 31, 2024. Information on the benefits of these two cash reporting comparison periods is provided below:

Quarterly Change in Cash Position:

This compares the cash position at the end of a quarter to the end of the prior quarter. The cyclical nature of revenues to the City versus the relatively constant nature of expenditures is shown in a quarterly comparison. An example of this would be property tax revenue of which the majority is received in December and May versus monthly labor and utility costs. Generally, the cash position tends to decrease in the first and second quarter of a fiscal year and to increase in the third and fourth quarters.

City of Grand Terrace				
CHANGE IN TREASURY POSITION				
Fiscal Year-to-Date Compared to Previous Quarter				
Table 1				
Description	Sept 30, 2025	Dec 31, 2025	\$ Change	% Chg
Total Cash and Investments	\$17,773,906	\$19,583,800	\$1,809,894	10.18%
Funds with Fiscal Agent	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	
Total	<u>\$17,773,906</u>	<u>\$19,583,800</u>	<u>\$1,809,894</u>	10.18%

- As shown in the Table 1 above, the Cash & Investments Report indicates an increase of approximately \$1.8M. Below are the causes for the increase (revenue receipts) or decrease (expenditure disbursements) in the City’s cash balance:
- \$2,313,180 in total Property Taxes collected during the 4th quarter of 2025
- Payment of \$458,442 to SB County Sheriff for the October and November 2025 police services

City of Grand Terrace	
Change in Treasury Position	
Fiscal Year-to-Date Compared to Previous Year (Same Quarter)	
Table 2	

Description	Dec 31, 2024	Dec 31, 2025	\$ Change	% Chg
Total Cash and Investments	\$19,385,251	\$19,583,800	\$198,549	1.02%
Funds with Fiscal Agent	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	0%
Total	<u>\$19,385,251</u>	<u>\$19,583,800</u>	<u>\$198,549</u>	1.02%

- As shown in Table 2, the current cash position compared to a year ago on December 31, 2024 increased by approximately \$199K. The increase in cash for the quarter ending December 2025 compared to December 2024 was a result of the increased in property tax revenue.

Cash Balance by Fund

City of Grand Terrace		
CASH BALANCE by FUND		
As of December 31, 2025		
Table 3		
<u>Fund</u>	<u>Fund Title</u>	<u>Cash Balances</u>
City		
09	CHILD CARE CENTER FUND	\$0
10	GENERAL FUND	\$7,496,771
11	STREET FUND	\$825,662
12	STORM DRAIN FUND	\$318,704
13	PARK FUND	\$104,739
14	SLESF (AB3229 COPS)	\$114,190
15	AIR QUALITY IMPROVEMENT FUND	\$110,985
16	GAS TAX FUND	\$332,919
17	TRAFFIC SAFETY FUND	\$34,512
19	FACILITIES FUND	\$193,610

20	MEASURE "I" FUND	\$596,494
21	WASTEWATER DISPOSAL FUND	\$1,750,763
22	CDBG	(\$89,325)
23	REFUNDABLE DEPOSITS TRUST FUND	\$2,917,363
25	SPRING MOUNTAIN RANCH	\$1,011,004
26	LNDSCP & LGTG ASSESSMENT DIST	\$227,242
45	COMMERCE WAY PROJECT	\$881,804
46	CAPITAL IMPROVEMENTS - STREETS	(\$537,082)
47	CAP.PRJ. BARTON/COLTON BRIDGE	(\$25,320)
48	CAPITAL PROJECT FUND	(\$33,810)
49	CAPITAL PROJECTS FUND-PARKS	\$150,463
50	CAPITAL PROJECT BOND PROCEEDS	611,458
52	HOUSING AUTHORITY	\$1,500,560
56	ROAD MAINT & REHAB ACCT FUND	\$279,605
61	COMMUNITY BENEFITS FUND	\$75,360
62	LIGHT UP GRAND TERRACE	(\$10,621)
63	GT ILLEGAL FIREWORKS ENFORCEMENT	\$199
64	PUBLIC SAFETY FUND	\$24,029
65	SENIOR BUS PROGRAM FUND	(\$50,712)
66	CAL RECYCLE GRANT	\$1,361
67	PUBLIC, EDUCATIONAL & GOVT ACCESS	\$151,475
69	COMMUNITY DAY FUND	(\$8,072)
70	EQUIPMENT REPLACEMENT RESERVE	(\$135,400)

	FUND	
71	FIRESTATION PROCEEDS	819,780
74	HIGHWAY SFTY IMPROV PRGRM GRANT	(\$68,018)
75	EMER MGMT PREP GRANT (EMPG) FUND	(\$7,291)
76	ENHANCED INFRA FIN DIST (EIFD) FUND	(\$10,560)
85	NATIONAL OPIOD SETTLEMENT FUND	\$51,079
92	CDBG COVID-19 FUND	(\$42,435)
94	ARPA (AMERICAN RESCUE PLAN ACT)	<u>\$0</u>
95	DOG PARK ENDOWMENT FUND	<u>\$20,315</u>
	TOTAL CITY	<u>\$19,583,800</u>
TOTAL CASH AND INVESTMENTS		<u>\$19,583,800</u>

The table below and the attached Treasurer's Report also shows that the City of Grand Terrace can meet its expenditure requirements for the next six months and that sufficient funds are available to meet its operating needs.

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CASH and INVESTMENT REPORT against adopted budget	
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Table 4	
<u>Description</u>	<u>Amount</u>
Total Cash and Investments, City	\$19,583,800
FY2025-26 Adopted Budget	\$11,107,788
Less: Successor Agency Budget	_____ (\$0)
Net, City budget	<u>\$11,107,788</u>

Cash required for six (6) months: (\$11,107,788 / 2)	\$5,553,894
At a cash balance of \$19,583,800, the City has sufficient cash to cover operating expenditures for a six-month period.	

As stated earlier in the report, the cash balances shown above are as of a certain date in time, specifically, December 31, 2025.

ENVIRONMENTAL IMPACT:

This action does not meet the threshold of a project under CEQA and is exempt.

FISCAL IMPACT:

The purpose of the Treasurer’s Report is to provide information regarding the current cash and investment position of the City. There is no fiscal impact to receiving and filing the report.



AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: Approval of the March-2026 Check Register in the Amount of \$571,008.15.

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE THE CHECK REGISTER NO. 03312026 IN THE AMOUNT OF \$571,008.15 AS SUBMITTED, FOR THE MONTH ENDING MARCH 31, 2026**

2030 VISION STATEMENT:

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

BACKGROUND:

The check register for the month of March-2026 has been prepared in accordance with Government Code §37202 and is hereby submitted for City Council's approval.

The check register lists all vendor payments for the respective month, along with a brief description of the type of goods or services purchased and the account code(s) associated with each payment. The check registers list all payments made to vendors and employee reimbursements during the month of March-2026.

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

DISCUSSION:

CHECK REGISTER

A total of \$571,008.15 in accounts payable checks and/or wires were issued during the period for services, reimbursements, supplies, and contracts and are detailed in the individual monthly register.

Below is a table that lists payments larger than \$10,000 for the month of March-2026.

Payments larger than \$10,000:

Check No.	Payee	Description	Amount
83401	ALESHIRE & WYNDER LLP	DEC 2025 - JAN 2026 LEGAL SERVICES	\$31,725.33

83405	CIVIC PLUS	FY2026-27 AGENDA AND MEETING MANAGEMENT HOSTING	\$12,678.75
83422	MICHAEL BAKER INTERNATIONAL	SEP 2025, DEC 2025- JAN 2026 LHMP, SAFETY ELEMENT, EJ ELEMENT CONSULTING; JAN 2026 PROFESSIONAL SERVICES FOR MARKS ARCHITECTURE; NOV 2025 - JAN 2026 PROFESSIONAL SERVICES FOR GT HEALTH CENTER	\$32,215.06
83442	ALESHIRE & WYNDER LLP	FEB 2026 LEGAL SERVICES	\$14,485.65
83471	ON SITE COMPUTING	APR 2026 IT SERVICES	\$10,983.34
83474	Q3 CONSULTING	JAN 2026 STORM DRAIN MASTER PLAN DEVELOPMENT	\$12,057.50
83478	SB COUNTY SHERIFF	MAR 2026 LAW ENFORCEMENT SERVICES	\$229,220.00
83482	SOCAL JCB	MINI EXCAVATOR FOR PUBLIC WORKS	\$24,999.99
18178157	PUBLIC EMPLOYEES RETIREMENT	RETIREMENT CONTRIBUTIONS FOR PAY DATE 03/05/2026	\$13,010.41
18213817	CA PUB EMPLOYEES RETIRE SYSTEM	MAR 2026 PERS HEALTH INSURANCE	\$30,872.13
36325786	SO CA EDISON COMPANY	FEB 2026 ENERGY USAGE	\$18,547.15
414773526	US BANK	FEB-MAR 2026 CAL CARD CHARGES	\$13,994.87
	TOTAL PAYMENTS LARGER THAN \$10,000		\$444,790.18

PAYROLL

Payroll costs for the month:

Pay Per.	Period Start	Period End	Pay Date	Amount
Mar-26				

18	From	2/14/2026	to	2/27/2026	3/5/2026	\$84,297.34
19	From	2/28/2026	to	3/13/2026	3/19/2026	\$85,653.42
						\$169,950.76

ENVIRONMENTAL IMPACT:

N/A

FISCAL IMPACT:

All disbursements (including payroll) were made in accordance with the approved budget for Fiscal Year 2025-26 in the amount of:

Description	Amount
Mar-26	
Check Register	\$571,008.15
Payroll	\$169,950.76
	\$740,958.91

CITY OF GRAND TERRACE

FY2025-26

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

CHECK REGISTER

Account Index



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

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

City of Grand Terrace Check Register Index

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

CITY OF GRAND TERRACE

FY2025-26

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

MONTHLY CHECK REGISTER For the Period Ending March 31, 2026



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

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

Check Register
CITY OF GRAND TERRACE
As of 3/31/2026

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Description</u>	<u>Inv. Date</u>	<u>Amount Paid</u>	<u>Check Total</u>
83400	03/05/2026	8X8 INC	5498636	MAR 2026 SERVICE CHARGE FOR (46) POLYCOM VVX 450 PHONES E 10-190-235-000-000	03/01/2026	1,325.94 <hr/> 1,325.94	1,325.94
83401	03/05/2026	ALESHIRE AND WYNDER LLP	102601	JAN 2026 LEGAL SERVICES - GENERAL E 10-160-250-000-000	02/18/2026	10,671.03 <hr/> 10,671.03	
			101668	DEC 2025 LEGAL SERVICES - GENERAL E 10-160-250-000-000	01/27/2026	10,670.00 <hr/> 10,670.00	
			101671	DEC 2025 LEGAL SERVICES - COMMUNITY HOUSING GROUP, LLC E 10-160-250-100-000	01/27/2026	4,893.40 <hr/> 4,893.40	
			101672	DEC 2025 LEGAL SERVICES FOR GT HOUSING AUTHORITY E 52-400-251-000-000	01/27/2026	3,809.90 <hr/> 3,809.90	
			101667	DEC 2025 LEGAL SERVICES FOR GATEWAY SPECIFIC PLAN B 23-515-90-00	01/27/2026	1,139.00 <hr/> 1,139.00	
			102448	DEC 2025 LEGAL SERVICES - LITIGATION E 10-160-250-100-000	01/27/2026	409.60 <hr/> 409.60	
			102449	DEC 2025 LEGAL SERVICES - GENERAL AFTER 42 HRS E 10-160-250-000-000	01/27/2026	132.40 <hr/> 132.40	31,725.33

Check Register
CITY OF GRAND TERRACE
As of 3/31/2026

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Description</u>	<u>Inv. Date</u>	<u>Amount Paid</u>	<u>Check Total</u>
83402	03/05/2026	ATHLETIC FIELD SPECIALISTS	8521	FEB 2026 TURF MAINTENANCE FOR RICHARD ROLLINS PARK E 10-450-245-000-000	02/28/2026	2,350.00 <hr/> 2,350.00	2,350.00
83403	03/05/2026	BENSON PRODUCTIONS	1630	FEB 2026 VIDEOGRAPHER SERVICES FOR CITY COUNCIL E 67-380-250-000-000	02/25/2026	700.00 <hr/> 700.00	700.00
83404	03/05/2026	CHARTER COMMUNICATIONS	25430460102212	CITY HALL INTERNET - PEG CITY HALL - FEB-MAR 2026 E 67-380-250-000-000	02/21/2026	540.00 <hr/> 540.00	
			18875320102212	CITY HALL INTERNET - CITY HALL - FEB-MAR 2026 E 10-190-238-000-000	02/21/2026	329.99 <hr/> 329.99	
			18875330102212	RICHARD ROLLINS PARK INTERNET - FEB-MAR 2026 E 10-450-238-000-000	02/21/2026	329.99 <hr/> 329.99	
			18875300102212	SR CENTER INTERNET - HSD3 - FEB-MAR 2026 E 10-805-238-000-000	02/21/2026	140.00 <hr/> 140.00	
			18875310102212	CITY HALL CABLE - CITY HALL - FEB-MAR 2026 E 10-190-238-000-000	02/21/2026	60.01 <hr/> 60.01	
							1,399.99

Check Register
CITY OF GRAND TERRACE
As of 3/31/2026

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83405	03/05/2026	CIVIC PLUS	363830	FY2026-27 AGENDA AND MEETING MANAGEMENT HOSTING B 10-017-00-00 E 10-125-250-000-000	05/29/2026	11,622.19 1,056.56 <u>12,678.75</u>	12,678.75
83406	03/05/2026	COMPUTERIZED EMBROIDERY CO INC	60848	EMBROIDERY OF CITY LOGO ON SHIRTS FOR CITY HALL STAFF E 10-190-220-000-000	02/25/2026	65.25 <u>65.25</u>	
			60502	EMBROIDERY OF CITY LOGO ON SHIRTS FOR CITY HALL STAFF E 10-190-220-000-000	01/15/2026	15.23 <u>15.23</u>	80.48
83407	03/05/2026	COUNTY OF RIVERSIDE TLMA ADM	TL0000018087	DEC 2025 TRAFFIC SIGNAL MONITORING AT MAIN ST AND MICHIGAN ST E 10-175-246-000-000	02/27/2026	2,106.23 <u>2,106.23</u>	2,106.23
83408	03/05/2026	DFM ASSOCIATES	51015	REMAINING BALANCE - 2026 CALIFORNIA ELECTIONS CODE E 10-125-220-000-000	02/18/2026	56.85 <u>56.85</u>	56.85
83409	03/05/2026	EYEMED FIDELITY SECURITY LIFE	167244687	MAR 2026 EMPLOYEE PAID VISION INSURANCE B 10-022-71-00	02/21/2026	185.64 <u>185.64</u>	185.64

Check Register
CITY OF GRAND TERRACE
As of 3/31/2026

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Description</u>	<u>Inv. Date</u>	<u>Amount Paid</u>	<u>Check Total</u>
83410	03/05/2026	GENERAL DOOR SERVICE INC	8578	REPAIRS FOR GATE AT VETERAN'S FREEDOM PARK E 10-450-245-000-000	02/11/2026	425.00 <hr/> 425.00	425.00
83411	03/05/2026	GOODMAN AND ASSOCIATES	6116	FEB 2026 INTERIM CITY ENGINEER SERVICES E 10-175-250-020-000	03/02/2026	5,328.75 <hr/> 5,328.75	5,328.75
83412	03/05/2026	GRAND TERRACE CITY NEWS	020688	GT 02.26.2026 CITY AD: ZCA 26-01 E 10-370-230-000-000	02/25/2026	499.50 <hr/> 499.50	
			20690	GT 02.26.2026 CITY AD: AB 1600 ANNUAL REPORT E 10-370-230-000-000	02/25/2026	499.50 <hr/> 499.50	
			20689	GT 02.26.2026 CITY AD: DEVELOPMENT IMPACT FEES UPDATE E 10-370-230-000-000	02/25/2026	499.50 <hr/> 499.50	
			20597	GT 02.19.2026 CITY AD: ORD 373 E 10-125-230-000-000	02/17/2026	148.64 <hr/> 148.64	
			20598	GT 02.19.2026 CITY AD: ORD 374 E 10-125-230-000-000	02/17/2026	142.88 <hr/> 142.88	
			20596	GT 02.19.2026 CITY AD: ORD 372 E 10-125-230-000-000	02/17/2026	136.72 <hr/> 136.72	1,926.74

Check Register
CITY OF GRAND TERRACE
As of 3/31/2026

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83413	03/05/2026	MELISSA GUILLEN	03042026	REFUND YARD SALE SIGN DEPOSIT FOR (2) YARD SALE SIGNS B 23-515-22-00	03/04/2026	20.00 <hr/> 20.00	20.00
83414	03/05/2026	ASHLEY GUZMAN	03042026	REFUND PARK RESERVATION DEPOSIT FOR RICHARD ROLLINS PARK 02/21/2026 B 23-515-22-00	03/04/2026	100.00 <hr/> 100.00	100.00
83415	03/05/2026	HDL SOFTWARE LLC	SIN059352	FY2025-26 ANNUAL PERMIT TRACKING SOFTWARE E 10-172-250-000-000	02/12/2026	2,906.02 <hr/> 2,906.02	
			SIN059911	JAN 2026 BUSINESS LICENSE PROCESSING FEES E 10-140-250-000-000	01/31/2026	346.71 <hr/> 346.71	3,252.73
83416	03/05/2026	KEN GRODY FORD	326144	REPAIRS FOR FORD TRANSIT E 10-185-272-000-000	02/19/2026	2,576.44 <hr/> 2,576.44	2,576.44
83417	03/05/2026	KONICA MINOLTA	48703275	FEB-MAR 2026 RENT FOR ADDITIONAL PHOTOCOPIER E 10-190-700-000-000	02/19/2026	142.92 <hr/> 142.92	142.92

Check Register
CITY OF GRAND TERRACE
As of 3/31/2026

Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total	
83418	03/05/2026	KONICA MINOLTA BUS. SOLUTIONS	9010778147	01/15/2026-02/14/2026 CITYWIDE PHOTOCOPIER SERVICES E 10-190-212-000-000	02/14/2026	257.47		
						257.47		
			507002894	FEB 2026 CITYWIDE PHOTOCOPIER MAINTENANCE E 10-190-212-000-000	02/28/2026	146.32		
						146.32		
506525043	JAN 2026 CITYWIDE PHOTOCOPIER MAINTENANCE E 10-190-212-000-000	01/31/2026	133.48					
						133.48	537.27	
83419	03/05/2026	LINCOLN NATIONAL LIFE INSURANCE	LCLN MAR 2026	MAR 2026 LIFE/AD&D/DEP LIFE/WI/LTD	03/01/2026	1,183.86		
				B 10-022-66-00		66.04		
				E 10-120-142-000-000		23.71		
				E 10-125-142-000-000		54.27		
				E 10-140-142-000-000		10.34		
				E 10-172-142-000-000		44.86		
				E 10-175-142-000-000		22.04		
				E 10-185-142-000-000		31.65		
				E 10-370-142-000-000		21.91		
				E 10-450-142-000-000		10.95		
				E 16-175-142-000-000		11.25		
				E 22-425-142-000-000		2.39		
						1,483.27		1,483.27
				83420		03/05/2026		RUBY MACIAS
	50.00	50.00						

Check Register
CITY OF GRAND TERRACE
As of 3/31/2026

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Description</u>	<u>Inv. Date</u>	<u>Amount Paid</u>	<u>Check Total</u>
83421	03/05/2026	EMILY MCELROY	03042026	REFUND YARD SALE SIGN DEPOSIT FOR (2) YARD SALE SIGNS B 23-515-22-00	03/04/2026	20.00 <hr/> 20.00	20.00
83422	03/05/2026	MICHAEL BAKER INTERNATIONAL	1277936	DEC25-JAN26 LHMP, SAFETY ELEMENT, EJ ELEMENT CONSULTING E 10-370-250-000-000	02/20/2026	17,865.00 <hr/> 17,865.00	
			1265369	SEP 2025 LHMP, SAFETY ELEMENT, EJ ELEMENT CONSULTING E 10-370-250-000-000	10/24/2025	10,358.00 <hr/> 10,358.00	
			1278013	JAN 2026 PROFESSIONAL SERVICES FOR MARKS ARCHITECTURE B 23-515-79-00	02/23/2026	3,659.06 <hr/> 3,659.06	
			1278017	NOV25-JAN26 PROFESSIONAL SERVICES FOR GT HEALTH CENTER B 23-520-20-00	02/23/2026	333.00 <hr/> 333.00	32,215.06
83423	03/05/2026	JESSICA NORIEGA	03042026	REFUND PARK RESERVATION DEPOSIT FOR RICHARD ROLLINS PARK 02/21/2026 B 23-515-22-00	03/04/2026	100.00 <hr/> 100.00	100.00

Check Register
CITY OF GRAND TERRACE
As of 3/31/2026

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Description</u>	<u>Inv. Date</u>	<u>Amount Paid</u>	<u>Check Total</u>
83424	03/05/2026	ODP BUSINESS SOLUTIONS LLC	457243539001	OFFICE AND CLEANING SUPPLIES FOR CITY HALL E 10-190-210-000-000	02/20/2026	420.46	
						<u>420.46</u>	
			456711303001	TRASH LINERS AND KLEENEX E 10-190-210-000-000 E 10-450-245-000-000 E 10-805-245-000-000	02/09/2026	99.20 105.96 35.32	
						<u>240.48</u>	
			458438145001	HAND WARMERS FOR GENERAL OFFICE USE E 10-190-210-000-000	02/12/2026	68.29	
						<u>68.29</u>	
			460864743001	OFFICE SUPPLIES FOR BUILDING & SAFETY E 10-172-210-000-000	02/25/2026	56.42	
						<u>56.42</u>	
							785.65
83425	03/05/2026	ON SITE COMPUTING	54005211	AFTER HOURS SUPPORT - SENIOR CENTER E 10-805-245-000-000	02/10/2026	312.00	
						<u>312.00</u>	
							312.00
83426	03/05/2026	OPTION ONE SOLAR	02232026	REFUND PERMIT FEES FOR B00-005-998 R 10-410-01 R 10-410-06 R 10-410-07 R 10-410-09 B 23-200-23-00	02/23/2026	59.00 543.00 271.50 99.26 2.00	
						<u>974.76</u>	
							974.76
83427	03/05/2026	BRENDA OROZCO	03042026	MILEAGE REIMBURSEMENT FOR 2026 CSMFO CONFERENCE E 10-140-270-000-000	03/04/2026	208.80	
						<u>208.80</u>	
							208.80

Check Register
CITY OF GRAND TERRACE
As of 3/31/2026

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Description</u>	<u>Inv. Date</u>	<u>Amount Paid</u>	<u>Check Total</u>
83428	03/05/2026	PACIFIC DENTAL SERVICES	02242026	REFUND C&D DEPOSIT IN FULL FOR PERMIT B00-005-483 B 23-520-08-00	02/24/2026	3,943.00 <hr/> 3,943.00	3,943.00
83429	03/05/2026	POWERSCHOOL GROUP LLC	INV480346	FY2025-26 CIVIC LIVE SUPPORT AND MAINTENANCE RENEWAL E 10-125-210-000-000	01/26/2026	2,949.19 <hr/> 2,949.19	2,949.19
83430	03/05/2026	SAN BERNARDINO COUNTY FIRE DEP	GT426CC	APR-JUN 2026 HOUSEHOLD HAZARDOUS WASTE SERVICES E 10-187-258-000-000	03/01/2026	5,471.51 <hr/> 5,471.51	5,471.51
83431	03/05/2026	SCA OF CA LLC	CA25006627	FEB 2026 STREET SWEEPING SERVICES E 16-900-254-000-000	02/28/2026	8,688.67 <hr/> 8,688.67	8,688.67
83432	03/05/2026	SO CAL LOCKSMITH	67974	KEYS FOR DOG PARK E 10-450-245-000-000	02/24/2026	41.87 <hr/> 41.87	41.87
83433	03/05/2026	SUN E TEC	9332	PORTABLE TOILET RENTAL FOR BLUE MOUNTAIN HIKE 2026 E 10-120-220-200-000	02/26/2026	335.00 <hr/> 335.00	335.00

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CITY OF GRAND TERRACE
As of 3/31/2026

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83434	03/05/2026	SUPERIOR BUILDING MAINTENANCE	10725	MAR 2026 JANITORIAL SERVICES FOR CIVIC CENTER, PARKS, AND SENIOR CENTER E 10-195-245-000-000 E 10-450-245-000-000 E 10-805-245-000-000	02/24/2026	3,378.00 1,922.00 1,708.00 <u>7,008.00</u>	7,008.00
83435	03/05/2026	T MOBILE	FEB26 TMOBILE	FEB 2026 BACKUP INTERNET SERVICE E 10-380-250-000-000	02/20/2026	33.35 <u>33.35</u>	33.35
83436	03/05/2026	TEAMSTERS LOCAL 1932	055	MAR 2026 EMPLOYEE PAID MEMBERSHIP DUES B 10-022-72-00	02/17/2026	780.46 <u>780.46</u>	780.46
83437	03/05/2026	TERMINIX	469038058	FEB 2026 GOPHER CONTROL FOR GRIFFIN PARK E 10-450-245-000-000	02/17/2026	208.00 <u>208.00</u>	
			469038042	FEB 2026 PEST CONTROL SERVICES - CITY HALL E 10-195-245-000-000	02/17/2026	138.00 <u>138.00</u>	
			469033761	FEB 2026 PEST CONTROL SVCS FOR SENIOR CENTER E 10-805-245-000-000	02/17/2026	133.00 <u>133.00</u>	
			469038266	FEB 2026 GOPHER CONTROL FOR RICHARD ROLLINS PARK E 10-450-245-000-000	02/17/2026	102.00 <u>102.00</u>	

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			469038224	FEB 2026 GOPHER CONTROL FOR DOG PARK E 10-450-245-000-000	02/17/2026	102.00 <hr/> 102.00	
			469038240	FEB 2026 GOPHER CONTROL FOR POCKET PARK E 10-450-245-000-000	02/17/2026	88.00 <hr/> 88.00	
							771.00
83438	03/05/2026	UNDERGROUND SERVICE ALERT	220260330	MAR 2026 MONTHLY DATABASE MAINTENANCE FEE E 16-900-220-000-000	03/01/2026	162.65 <hr/> 162.65	
			25-262842	MAR 2026 CA STATE FEE FOR REGULATORY COST E 16-900-220-000-000	03/01/2026	46.43 <hr/> 46.43	
							209.08
83439	03/05/2026	WILLDAN	00423501	JAN 2026 PLAN CHECK/INSPECTION SERVICES FOR PUBLIC WORKS E 10-175-250-020-000	02/20/2026	6,864.00 <hr/> 6,864.00	
			00423075	NOV 2025 PLAN CHECKING SERVICES FOR DUTCH BROS B 23-515-81-00	12/12/2025	1,632.00 <hr/> 1,632.00	
							8,496.00
83440	03/19/2026	A STORAGE PLACE	04/01/2026 - B15	APR 2026 RENT FOR UNIT B15 E 10-140-241-000-000	03/17/2026	240.00 <hr/> 240.00	
							240.00

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83441	03/19/2026	ADT SECURITY SERVICES	1198477924	MAR-APR 2026 SENIOR CENTER SECURITY MONITORING E 10-805-245-000-000	02/27/2026	116.55 <hr/> 116.55	116.55
83442	03/19/2026	ALESHIRE AND WYNDER LLP	103810	FEB 2026 LEGAL SERVICES - GENERAL E 10-160-250-000-000	03/15/2026	10,670.00 <hr/> 10,670.00	
			103813	FEB 2026 LEGAL SERVICES - COMMUNITY HOUSING GROUP, LLC E 10-160-250-100-000	03/15/2026	1,675.45 <hr/> 1,675.45	
			103809	FEB 2026 LEGAL SERVICES FOR BRSP B 23-515-59-00	03/15/2026	1,571.90 <hr/> 1,571.90	
			103811	FEB 2026 LEGAL SERVICES - PERSONNEL E 10-160-250-100-000	03/15/2026	360.10 <hr/> 360.10	
			104396	FEB 2026 LEGAL SERVICES FOR GATEWAY SPECIFIC PLAN B 23-515-90-00	03/15/2026	208.20 <hr/> 208.20	14,485.65
83443	03/19/2026	AMERITAS LIFE INSURANCE CORP	MAR 2026	MAR 2026 EMPLOYEE PAID DENTAL INSURANCE B 10-022-70-00	03/01/2026	918.48 <hr/> 918.48	918.48
83444	03/19/2026	AT AND T	MAR 2026 AT&T	MAR 2026 AT&T E 10-190-235-000-000 E 10-450-235-000-000 E 10-805-235-000-000	03/01/2026	240.75 704.35 1,371.17 <hr/> 2,316.27	2,316.27

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83445	03/19/2026	STEVEN BANNOW	03182026	REFUND YARD SALE SIGN DEPOSIT FOR (4) YARD SALE SIGNS B 23-515-22-00	03/18/2026	40.00 <hr/> 40.00	40.00
83446	03/19/2026	CHAMPION FIRE SYSTEMS INC	79242	FIRE ALARM SERVICE CALL AT CITY HALL E 10-195-246-000-000	03/12/2026	995.00 <hr/> 995.00	995.00
83447	03/19/2026	CHARTER COMMUNICATIONS	23470380103012	CITY HALL ELEVATOR PHONE - MAR 2026 E 10-195-246-000-000	03/01/2026	46.08 <hr/> 46.08	46.08
83448	03/19/2026	CHRISTINE CURRY	0241	SIGN FOR SENIOR CENTER ENTRANCE E 10-805-245-000-000	03/09/2026	725.00 <hr/> 725.00	725.00
83449	03/19/2026	DATA TICKET INC	189704	GRAND TERRACE - CODE ENFORCEMENT PROCESSING JAN 2026 E 10-185-255-000-000	02/24/2026	977.00 <hr/> 977.00	
			190130	GRAND TERRACE - STREET SWEEPING FOR JAN 2026 E 10-140-255-000-000	02/24/2026	73.82 <hr/> 73.82	1,050.82
83450	03/19/2026	DENTAL HEALTH SERVICES	2550572	APR 2026 EMPLOYEE PAID DENTAL INSURANCE B 10-022-70-00	03/16/2026	157.20 <hr/> 157.20	157.20

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83451	03/19/2026	CORIE DOWNS	03182026	REFUND RESERVATION DEPOSIT FOR RICHARD ROLLINS PARK 03/14/2026 B 23-515-22-00	03/18/2026	50.00 <hr/> 50.00	50.00
83452	03/19/2026	DUNN EDWARDS CORP	2018A54021	PAINT SUPPLIES FOR CITY PARKWAYS E 10-175-244-000-000	02/27/2026	313.31 <hr/> 313.31	
			2018A53883	RED CURB PAINT FOR CITY PARKWAYS E 10-175-244-000-000	02/25/2026	22.58 <hr/> 22.58	335.89
83453	03/19/2026	TONYA ESPINOZA	03182026	REFUND RESERVATION DEPOSIT FOR RICHARD ROLLINS PARK 03/15/2026 B 23-515-22-00	03/18/2026	50.00 <hr/> 50.00	50.00
83454	03/19/2026	EZ SUNNYDAY LANDSCAPE	10331	WEED ABATEMENT ON BARTON FROM PRESTON TO COLTON E 10-175-244-000-000	03/09/2026	1,050.00 <hr/> 1,050.00	
			10332	WEED ABATEMENT ON VISTA GRANDE FROM MT VERNON TO COLTON E 10-175-244-000-000	03/09/2026	980.00 <hr/> 980.00	
			10349	WEED ABATEMENT ON GRAND TERRACE RD AND VIVIENDA FROM CANAL TO TERRACE DR E 10-175-244-000-000	03/12/2026	950.00 <hr/> 950.00	
			10333	WEED ABATEMENT ON CANAL FROM NEWPORT TO MT VERNON E 10-175-244-000-000	03/04/2026	575.00 <hr/> 575.00	3,555.00

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83455	03/19/2026	FAMILY SERVICE ASSOCIATION	2-2026-300604	FEB 2026 CDBG SENIOR CENTER NUTRITION PROGRAM E 22-425-305-000-000	03/01/2026	464.60 <hr/> 464.60	464.60
83456	03/19/2026	FASTSIGNS SAN BERNARDINO	INV-26453	DOG PARK CLOSURE SIGNS E 10-450-245-000-000	03/11/2026	126.08 <hr/> 126.08	126.08
83457	03/19/2026	FENNEMORE CRAIG PC	1348512	FEB 2026 LEGAL SERVICES FOR PETTA FAMILY TRUST E 10-160-250-100-000	03/16/2026	4,270.00 <hr/> 4,270.00	4,270.00
83458	03/19/2026	FIREMASTER	0001405758	FY2025-26 SEMI-ANNUAL GREASE CLEANING SERVICE FOR THE SENIOR CENTER E 10-805-245-000-000	02/26/2026	975.00 <hr/> 975.00	
			0001405759	FY2025-26 SEMI-ANNUAL KITCHEN HOOD SERVICE FOR SENIOR CENTER E 10-805-245-000-000	02/26/2026	804.03 <hr/> 804.03	1,779.03
83459	03/19/2026	GRAND TERRACE CITY NEWS	20814	GT 03.12.2026 CITY AD: MBI REVISED HEARING PAGE 2 E 10-370-230-000-000	03/10/2026	582.75 <hr/> 582.75	
			20813	GT 03.12.2026 CITY AD: MBI REVISED HEARING PAGE 1 E 10-370-230-000-000	03/10/2026	416.25 <hr/> 416.25	

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			20505	GT 02.12.2026 CITY AD: TRAFFIC SIGNAL PROJECT E 10-175-230-000-000	02/05/2026	266.40 <hr/> 266.40	
			20738	GT 03.05.2026 CITY AD: ORD 373 2ND READING E 10-125-230-000-000	03/02/2026	147.60 <hr/> 147.60	
			20739	GT 03.05.2026 CITY AD: ORD 374 2ND READING E 10-125-230-000-000	03/02/2026	140.88 <hr/> 140.88	
			20737	GT 03.05.2026 CITY AD: ORD 372 2ND READING E 10-125-230-000-000	03/02/2026	113.92 <hr/> 113.92	
							1,667.80
83460	03/19/2026	HOME DEPOT CREDIT SERVICE	4902574	SUPPLIES FOR FENCE REPLACEMENT ON ROYAL ST E 10-175-244-000-000	02/11/2026	284.72 <hr/> 284.72	
			7903470	SUPPLIES FOR FENCE REPAIR, MAINTENANCE SHOP, EOC ROOM, MAINT TRUCK, AND PARK E 10-175-218-000-000 E 10-175-244-000-000 E 10-175-272-000-000 E 10-450-245-000-000 E 10-808-220-000-000	02/18/2026	78.22 21.44 5.41 50.47 10.85 <hr/> 166.39	
			2460302	TOTES FOR CHRISTMAS LIGHT STORAGE E 10-190-210-000-000	02/03/2026	102.70 <hr/> 102.70	

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			3902717	SUPPLIES FOR FENCE REPLACEMENT ON ROYAL ST E 10-175-244-000-000	02/11/2026	85.89	
						85.89	
			5624420	MAINTENANCE SUPPLIES FOR FREEDOM PARK E 10-450-245-000-000	02/10/2026	69.92	
						69.92	
			9274678	TOOLS FOR MAINTENANCE SHOP E 10-175-218-000-000	02/26/2026	54.32	
						54.32	
			4902575	SUPPLIES FOR FENCE REPLACEMENT ON ROYAL ST E 10-175-244-000-000	02/11/2026	48.03	
						48.03	
							811.97
83462	03/19/2026	IMAGE MATTERS	INV-088804	WELCOME MAT FOR SENIOR CENTER E 10-805-219-000-000	03/06/2026	1,014.00	
						1,014.00	
							1,014.00
83463	03/19/2026	KONICA MINOLTA	48746295	MAR-APR 2026 RENT FOR (2) PHOTOCOPIERS E 10-190-700-000-000	03/02/2026	260.32	
						260.32	
							260.32

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83464	03/19/2026	LINCOLN NATIONAL LIFE INSURANCE	LCLN APR 2026	APR 2026 LIFE/AD&D/DEP LIFE/WI/LTD B 10-022-66-00 E 10-120-142-000-000 E 10-125-142-000-000 E 10-140-142-000-000 E 10-172-142-000-000 E 10-175-142-000-000 E 10-185-142-000-000 E 10-370-142-000-000 E 10-450-142-000-000 E 16-175-142-000-000 E 22-425-142-000-000 E 52-400-142-000-000 E 65-425-142-000-000	04/01/2026	1,274.52 66.04 23.71 54.27 10.34 44.86 22.04 31.65 21.91 10.95 11.25 2.39 21.42 <u>1,595.35</u>	1,595.35
83465	03/19/2026	LOMA LINDA HEAT AND A C INC	20717212	MAINTENANCE FOR A/C SYSTEM AT CITY HALL E 10-195-257-000-000	02/23/2026	1,275.00 <u>1,275.00</u>	1,275.00
83466	03/19/2026	LYNN MERRILL AND ASSOCIATES	26-6	FEB 2026 NPDES SUPPORT SERVICES E 10-625-255-000-000	03/10/2026	48.96 <u>48.96</u>	48.96
83467	03/19/2026	MERCURY MAILING SYSTEMS INC	44255	PRINTING AMD MAILING OF NOTICES FOR 97 AC ZONING CHANGE PROPOSAL E 10-370-230-000-000	03/13/2026	2,243.31 <u>2,243.31</u>	2,243.31
83468	03/19/2026	MICHAEL BAKER INTERNATIONAL	1280016	JUN-JUL 2025 PROFESSIONAL SERVICES FOR VIVIENDA CARE FACILITY B 23-520-04-00	03/13/2026	543.62 <u>543.62</u>	543.62

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83469	03/19/2026	MIDAMERICA ADMIN RETIREMENT	PAYDATE	PAYDATE 03192026 ARS RETIREMENT	03/19/2026		
			03192026 ARS	B 10-022-68-00		268.31	
						<u>268.31</u>	
			PAYDATE	PAYDATE 02192026 ARS RETIREMENT		02/19/2026	
		02192026 ARS	B 10-022-68-00		256.58		
					<u>256.58</u>		
			PAYDATE	PAYDATE 03052026 ARS RETIREMENT	03/05/2026		
			03052026 ARS	B 10-022-68-00		255.21	
						<u>255.21</u>	
							780.10
83470	03/19/2026	ODP BUSINESS SOLUTIONS LLC	460867960001	OFFICE SUPPLIES FOR BUILDING & SAFETY E 10-172-210-000-000	02/26/2026	27.57	
						<u>27.57</u>	
							27.57
83471	03/19/2026	ON SITE COMPUTING	54005242	APR 2026 IT SERVICES E 10-380-250-000-000	03/01/2026	10,983.34	
						<u>10,983.34</u>	
							10,983.34
83472	03/19/2026	PACIFIC PRODUCTS AND SERVICES	37686	TRAFFIC SIGN REPLACEMENTS E 10-175-244-000-000	02/24/2026	152.25	
						<u>152.25</u>	
							152.25
83473	03/19/2026	PRIMO BRANDS	06C8710353697	FEB 2026 WATER SERVICES FOR CITY HALL AND SENIOR CENTER E 10-190-238-000-000 E 10-805-238-000-000	03/06/2026	250.30	
						136.77	
						<u>387.07</u>	
			06C8710047048	FEB 2026 WATER FILTRATION SYSTEM RENTAL E 10-190-238-000-000	03/06/2026		
						53.28	
						<u>53.28</u>	
							440.35

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83474	03/19/2026	Q3 CONSULTING	39972	JAN 2026 STORM DRAIN MASTER PLAN DEVELOPMENT E 10-631-255-000-000	02/28/2026	12,057.50 <u>12,057.50</u>	12,057.50
83475	03/19/2026	RADIUS MAPS	26057	PREPARATION OF PUBLIC NOTICES STUDY FOR 97 AC ZONING CHANGE PROPOSAL E 10-370-230-000-000	03/06/2026	4,250.00 <u>4,250.00</u>	4,250.00
83476	03/19/2026	DORA RUIZ	03172026	REFUND YARD SALE SIGN DEPOSIT FOR (3) YARD SALE SIGNS B 23-515-22-00	03/17/2026	30.00 <u>30.00</u>	30.00
83477	03/19/2026	CYNTHIA SANDOVAL	03182026	REFUND RESERVATION DEPOSIT FOR RICHARD ROLLINS PARK 03/07/2026 B 23-515-22-00	03/18/2026	50.00 <u>50.00</u>	50.00
83478	03/19/2026	SB COUNTY SHERIFF	1800002217	MAR 2026 LAW ENFORCEMENT SERVICES E 10-410-255-000-000 E 10-410-256-000-000 E 14-411-256-000-000	02/26/2026	3,056.25 209,959.59 16,204.16 <u>229,220.00</u>	229,220.00
83479	03/19/2026	DAISY SILVA	03182026	REFUND RESERVATION DEPOSIT FOR FITNESS PARK 02/28/2026 B 23-515-22-00	03/18/2026	50.00 <u>50.00</u>	50.00

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83480	03/19/2026	SITEONE LANDSCAPE SUPPLY	163228149-001	SUPPLIES FOR WEED ABATEMENT	03/10/2026	815.05	
				E 10-175-244-000-000		815.05	
			163315568-001	IRRIGATION SUPPLIES FOR FREEDOM PARK	03/12/2026	175.20	
				E 10-450-245-000-000		175.20	
							990.25
83481	03/19/2026	DOUG SMITH	03182026	REFUND YARD SALE SIGN DEPOSIT FOR (5) YARD SALE SIGNS B 23-515-22-00	03/18/2026	50.00	
						50.00	50.00
83482	03/19/2026	SOCAL JCB	2026 18Z-1	MINI EXCAVATOR FOR PUBLIC WORKS E 10-175-900-000-000	01/19/2026	24,999.99	
						24,999.99	24,999.99
83483	03/19/2026	SPARKLING CLEAN CAR WASH INC	820	CAR WASH FOR (1) CITY HALL VEHICLE E 10-175-272-000-000	02/12/2026	16.00	
						16.00	16.00
83484	03/19/2026	ST FRANCIS ELECTRIC	22147794	FEB 2026 ROUTINE TRAFFIC SIGNAL MAINTENANCE	02/28/2026	557.55	
				E 16-510-255-000-000		557.55	
			22147795	FEB 2026 RESPONSE TRAFFIC SIGNAL MAINTENANCE	02/28/2026	270.00	
				E 16-510-255-000-000		270.00	
							827.55

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83485	03/19/2026	STERICYCLE INC	8013702771	FEB 2026 RECORDS DESTRUCTION E 10-125-250-000-000	03/10/2026	168.33 <hr/> 168.33	168.33
83486	03/19/2026	SUNBELT RENTALS INC	180429893-0001	ATV RENTAL FOR BLUE MOUNTAIN HIKE 2026 E 10-120-220-200-000	03/03/2026	477.62 <hr/> 477.62	
			180780357-0001	TRAILER RENTAL FOR POLARIS PICKUP E 10-175-240-000-000	03/03/2026	98.88 <hr/> 98.88	576.50
83487	03/19/2026	SUPERC AI INC	1092	FY2025-26 COMMUNITY CALENDAR PLATFORM RENEWAL E 10-120-250-000-000	02/05/2026	9,740.00 <hr/> 9,740.00	9,740.00
83488	03/19/2026	TEAMSTERS LOCAL 1932	056	APR 2026 EMPLOYEE PAID MEMBERSHIP DUES B 10-022-72-00	03/17/2026	801.14 <hr/> 801.14	801.14
83489	03/19/2026	TERMINIX	469448239	FEB 2026 GOPHER CONTROL FOR PICO PARK E 10-450-245-000-000	02/17/2026	170.00 <hr/> 170.00	170.00
83490	03/19/2026	VERIZON WIRELESS	6136850515	ALPR CARD LINE CHARGES JAN-FEB 2026 E 10-190-235-000-000	02/23/2026	190.05 <hr/> 190.05	190.05

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83491	03/19/2026	WILLDAN	002-37415	FEB 2026 PLAN CHECK/ INSPECTION SVCS FOR BUILDING & SAFETY E 10-172-250-100-000	03/03/2026	6,846.60 <hr/> 6,846.60	
			002-37416	FEB 2026 PLAN CHECKING SERVICES FOR VARIOUS DEVELOPERS B 23-510-69-00 B 23-520-10-00	03/03/2026	135.00 135.00 <hr/> 270.00	
							7,116.60
710279	03/12/2026	SO CA GAS COMPANY	FEB 2026 GAS S	FEB 2026 GAS SERVICE E 10-190-238-000-000 E 10-805-238-000-000	03/10/2026	310.61 272.37 <hr/> 582.98	
							582.98
947354	03/03/2026	AMERICAN FIDELITY ASSURANCE C	D947354	MAR 2026 - EMPLOYEE CANCER & ACCIDENT INSURANCE B 23-250-20-00	03/01/2026	668.02 <hr/> 668.02	
							668.02
2710197	03/03/2026	AMERICAN FIDELITY ASSURANCE C	2710197A	MAR 2026 EMP PAID FLEX SPEND/DEP CARE B 23-250-10-00	02/04/2026	441.65 <hr/> 441.65	
							441.65
18178157	03/17/2026	PUBLIC EMPLOYEES RETIREMENT	PAYDTE 03052026 PERS	RETIREMENT CONTRIBUTIONS FOR PAY DATE 03/05/2026 B 10-022-62-00	03/05/2026	13,010.41 <hr/> 13,010.41	
							13,010.41

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Check #	Date	Vendor	Invoice #	Invoice Description	Inv. Date	Amount Paid	Check Total
18213817	03/02/2026	CA PUB EMPLOYEES RETIRE SYSTEM	03012026 HPERS	MAR 2026 PERS HEALTH INSURANCE ACH 1003232539 B 10-022-61-00 E 10-120-142-000-000 E 10-125-142-000-000 E 10-140-142-000-000 E 10-172-142-000-000 E 10-175-142-000-000 E 10-185-142-000-000 E 10-190-142-000-000 E 10-370-142-000-000 E 10-450-142-000-000 E 16-175-142-000-000 E 22-425-142-000-000 E 65-425-142-000-000	03/01/2026	3,554.69 4,276.66 1,888.72 2,807.49 969.95 3,879.81 1,939.91 5,837.55 918.77 1,939.91 969.95 918.77 969.95 <u>30,872.13</u>	30,872.13
18245734	03/17/2026	CALPERS 457 PLAN	PAYDATE 03052026 457	EFT PAYMENT CALPERS ACH CONFIRM #1003243888 B 10-022-63-00	03/05/2026	2,800.00 <u>2,800.00</u>	2,800.00
36325786	03/05/2026	SO CA EDISON COMPANY	FEB 2026 EDISON	FEB 2026 EDISON E 10-190-238-000-000 E 10-450-238-000-000 E 16-510-238-000-000 E 26-600-238-000-000 E 26-601-238-000-000 E 26-602-238-000-000 E 26-603-238-000-000 E 26-604-238-000-000 E 26-605-238-000-000 E 65-425-700-000-000	03/01/2026	5,398.57 4,522.06 8,060.88 79.56 64.64 89.51 14.92 70.82 71.50 174.69 <u>18,547.15</u>	18,547.15

Check Register
CITY OF GRAND TERRACE
 As of 3/31/2026

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Description</u>	<u>Inv. Date</u>	<u>Amount Paid</u>	<u>Check Total</u>
111131180	03/06/2026	WEX BANK	111131180	FEB-MAR 2026 VEHICLE FUEL CHEVRON	03/06/2026		
				E 10-175-272-000-000		1,368.34	
				E 10-185-272-000-000		342.36	
						1,710.70	
							1,710.70

Check Register
CITY OF GRAND TERRACE
As of 3/31/2026

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Description</u>	<u>Inv. Date</u>	<u>Amount Paid</u>	<u>Check Total</u>
414773526	03/12/2026	US BANK	FEB2026 CAL CARD	FEB-MAR 2026 CAL CARD CHARGES	03/06/2026		
				E 10-110-270-000-000 CONFERENCE		1,149.18	
				E 10-120-210-000-000 OFFICE SUPPLIES		366.01	
				E 10-120-220-000-000 MTRLS & SUPPLIES		132.53	
				E 10-120-220-200-000 CITY EVENTS		1,595.92	
				E 10-120-265-000-000 SUBSCRIPTIONS		20.00	
				E 10-120-270-000-000 CONFERENCE		66.95	
				E 10-125-210-000-000 OFFICE SUPPLIES		40.95	
				E 10-125-220-000-000 MTRLS & SUPPLIES		9.39	
				E 10-125-265-000-000 SUBSCRIPTIONS		15.00	
				E 10-125-270-000-000 CONFERENCE		771.70	
				E 10-140-210-000-000 OFFICE SUPPLIES		53.86	
				E 10-140-270-000-000 CONFERENCE		1,725.94	
				E 10-172-210-000-000 OFFICE SUPPLIES		159.90	
				E 10-175-210-000-000 OFFICE SUPPLIES		325.02	
				E 10-175-218-000-000 SMALL TOOLS		-59.81	
				E 10-175-219-000-000 UNIFORMS		107.00	
				E 10-175-244-000-000 CITY PARKWAYS		1,348.76	
				E 10-175-246-000-000 MTRLS & SUPPLIES		173.92	
				E 10-175-265-000-000 SUBSCRIPTIONS		170.00	
				E 10-175-270-000-000 CONFERENCE		519.00	
				E 10-175-272-000-000 VEHICLE MAINT		1,598.96	
				E 10-185-210-000-000 OFFICE SUPPLIES		45.37	
				E 10-185-219-000-000 SMALL TOOLS		24.98	
				E 10-185-265-000-000 SUBSCRIPTIONS		150.00	
				E 10-190-210-000-000 OFFICE SUPPLIES		145.07	
				E 10-190-220-000-000 MTRLS & SUPPLIES		230.63	
				E 10-190-265-000-000 SUBSCRIPTIONS		149.90	
				E 10-190-272-000-000 VEHICLE MAINT		254.21	
				E 10-195-245-000-000 MTRLS & SUPPLIES		531.63	
				E 10-370-220-000-000 MTRLS & SUPPLIES		9.98	
				E 10-450-245-000-000 MTRLS & SUPPLIES		192.82	
				E 10-805-210-000-000 OFFICE SUPPLIES		145.77	
				E 10-808-220-000-000 MTRLS & SUPPLIES		1,403.35	
				E 65-425-220-000-000 MTRLS & SUPPLIES		214.16	
				E 65-425-272-000-000 VEHICLE MAINT		206.82	
						13,994.87	

13,994.87

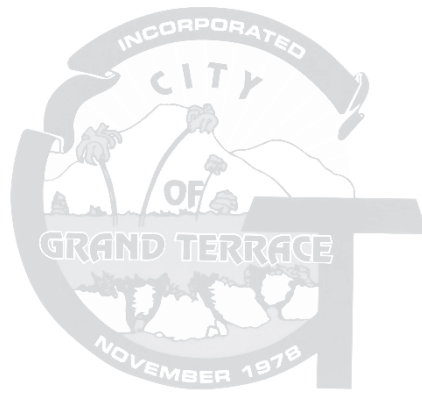
Check Register
CITY OF GRAND TERRACE
As of 3/31/2026

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Description</u>	<u>Inv. Date</u>	<u>Amount Paid</u>	<u>Check Total</u>
644841667	03/10/2026	VERIZON WIRELESS	6137364585	FEB-MAR 2026 MONTHLY PHONE CHARGES	03/01/2026		
				E 10-120-235-000-000		116.49	
				E 10-125-235-000-000		77.66	
				E 10-140-235-000-000		116.49	
				E 10-172-235-000-000		38.83	
				E 10-175-235-000-000		777.80	
				E 10-185-235-000-000		162.35	
				E 10-190-235-000-000		270.07	
				E 10-370-235-000-000		77.66	
				E 10-805-235-000-000		38.83	
				E 65-425-235-000-000		38.83	
						1,715.01	
							1,715.01
						Total Checks:	571,008.15

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

Christine Clayton

Christine Clayton, Finance Director
City of Grand Terrace



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AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: Approve Check #83461 to Mayor Hussey in the amount of \$419.20 from the March 2026 Check Register

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE CHECK #83461 TO MAYOR HUSSEY IN THE AMOUNT OF \$419.20 FROM THE MARCH 2026 CHECK REGISTER**

2030 VISION STATEMENT:

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

BACKGROUND:

The check register for the month of March-2026 was prepared in accordance with Government Code §37202 and submitted to City Council at the April 14, 2026 meeting.

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

DISCUSSION:

The March 2026 check register is submitted to City Council on April 14, 2026 with the exception of check #83461 to Mayor Hussey for \$419.20 to reimburse him for health insurance. The Mayor has to recuse himself from voting on this check, necessitating a separate vote to approve this expenditure.

ENVIRONMENTAL IMPACT:

N/A

FISCAL IMPACT:

The disbursement was made in accordance with the approved budget for Fiscal Year 2025-26.

CITY OF GRAND TERRACE

FY2025-26

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

CHECK REGISTER

Account Index



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

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

City of Grand Terrace Check Register Index

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

CITY OF GRAND TERRACE

FY2025-26

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

CHECK REGISTER CHECK #83461



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

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

Check Register
CITY OF GRAND TERRACE
 As of 03/31/2026

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice #</u>	<u>Invoice Description</u>	<u>Inv. Date</u>	<u>Amount Paid</u>	<u>Check Total</u>
83461	03/19/2026	WILLIAM HUSSEY	MAR2026-BH HLTH REIM	MAR 2026 HEALTH REIMBURSEMENT E 10-110-142-000-000	03/16/2026	419.20	
						<u>419.20</u>	419.20
					Total Checks:		<u>419.20</u>

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

Christine Clayton

Christine Clayton, Finance Director
 City of Grand Terrace



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AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: Authorization to Advertise the Planning Commission Member Term Expirations

PRESENTED BY: Daysi Alcocer, City Clerk

RECOMMENDATION: **AUTHORIZE THE CITY CLERK TO ADVERTISE THE EXPIRING TERMS IN ACCORDANCE WITH THE CITY’S APPOINTMENT PROCESS**

2030 VISION STATEMENT:

This action supports our Mission: To preserve and protect our community and its exceptional quality of life through thoughtful planning, within the constraints of fiscally responsible government.

BACKGROUND:

The Planning Commission is a five-member body appointed by the City Council and serves four-year terms at the pleasure of the City Council, pursuant to Grand Terrace Municipal Code Chapter 2.16. The terms of the Planning Commission are staggered so that approximately every two (2) years, at least two (2) terms expire. Commission members are eligible to seek reappointment to the Planning Commission.

The following Planning Commission terms are scheduled to expire at the end of the current fiscal year:

Name of Appointee	Date of Appointment/Reappointment	Term Expiration
Edward Giroux, Chair	6/28/2022	6/30/2026
Aron Burian, Commissioner	6/28/2022	6/30/2026
Scot Mathis, Commissioner	6/28/2022	6/30/2026

DISCUSSION:

Staff is providing this informational report to let the City Council and the public know that Planning Commission terms will be expiring soon. With City Council approval, the City Clerk will advertise the vacancies following the City’s normal recruitment process, giving interested residents the opportunity to apply and ensuring an open and fair appointment process.

Recruitment efforts are anticipated to include:

- The City’s official website
- Posting at City Hall
- Publication in the City’s adjudicated newspaper

- Social media

Once approved by the City Council, the application period will open on April 15, 2026, and close on May 15, 2026. After the application period ends, staff will schedule interviews with all applicants at a special City Council meeting, to be end of May or in June 2026, as determined by staff. Following the interviews and subject to City Council approval, the Mayor will appoint three (3) commissioners.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

There is no additional fiscal impact associated with advertising Planning Commission vacancies. Planning Commissioners receive a monthly stipend as currently authorized by City policy.



AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: Authorization to Advertise the Historical & Cultural Activities Committee Member Term Expirations

PRESENTED BY: Daysi Alcocer, City Clerk

RECOMMENDATION: **AUTHORIZE THE CITY CLERK TO ADVERTISE THE EXPIRING TERMS IN ACCORDANCE WITH THE CITY'S APPOINTMENT PROCESS**

2030 VISION STATEMENT:

This action supports our Mission: To preserve and protect our community and its exceptional quality of life through thoughtful planning, within the constraints of fiscally responsible government.

BACKGROUND:

The Historical & Cultural Activities Committee is a seven (7) member committee appointed by the Mayor, subject to City Council approval. Members are appointed to serve four-year terms at the pleasure of the City Council, with terms staggered so that approximately half of the appointments expire every two (2) years.

The following committee members' terms are scheduled to expire on June 30, 2026:

Name of Appointee	Appointee	Date of Appointment	Term Expiration
Daniel Torres	At-Large	8/26/2025	6/30/2026
Stephanie Darwin	At-Large	6/25/2024	6/30/2026
Jason Greeley	Council Member Doug Wilson	1/28/2025	6/30/2026

DISCUSSION:

To ensure continuity of service and maintain public awareness of upcoming vacancies, staff is providing this informational report to notify the City Council of the upcoming Historical & Cultural Activities Committee term expirations.

Upon City Council authorization, the City Clerk will advertise the expiring terms in accordance with the City's standard recruitment practices. Advertising the vacancies allows interested residents the opportunity to apply and ensures a transparent and inclusive appointment process.

Recruitment efforts are anticipated to include:

- The City's official website
- Posting at City Hall
- Publication in the City's adjudicated newspaper

- Social media outreach

Once authorization to advertise is approved by the City Council, the application period will open on April 15, 2026, and close on May 15, 2026. Following the application period, completed applications will be presented to the City Council for consideration and appointment.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

None.



AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: Approval of an Annual Subscription Agreement with Gladwell Governmental Services, Inc. for Records Retention Schedule Maintenance and Updates

PRESENTED BY: Daysi Alcocer, City Clerk

RECOMMENDATION: **APPROVE AN ANNUAL SUBSCRIPTION AGREEMENT WITH GLADWELL GOVERNMENTAL SERVICES, INC. (GGS) FOR ONGOING RECORDS RETENTION SCHEDULE MAINTENANCE AND UPDATES, IN THE AMOUNT OF \$500 ANNUALLY, WITH A ONE-TIME CATCH-UP COST OF \$1,000 TO BRING THE CITY'S RETENTION SCHEDULES CURRENT WITH APPLICABLE STATE AND FEDERAL LAWS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT SUBJECT TO CITY ATTORNEY APPROVAL AS TO FORM**

2030 VISION STATEMENT:

Consistent with the City's 2030 Vision, this action supports a well-managed, transparent, and accountable local government by ensuring City records are lawfully maintained, responsibly managed, and accessible to protect the public interest, support efficient operations, and preserve the City's institutional history.

BACKGROUND:

The City is required by California law to maintain legally compliant records retention schedules to ensure proper retention and lawful destruction of City records. Gladwell Governmental Services has historically assisted the City with records retention schedules and provides specialized expertise in municipal records management. Approval of this agreement will ensure the City's records retention schedules remain current with changes in law and best practices on an ongoing basis.

California Government Code section 34090 requires cities to retain records for prescribed periods and authorizes destruction only when retention schedules are legally compliant and properly adopted. Failure to maintain up-to-date retention schedules may expose the City to legal risk, audit findings, and improper destruction of records.

Gladwell Governmental Services, Inc. specializes in municipal records management and has provided records retention consulting services to over 200 California cities, counties, and special districts. The City's records retention schedule has not been updated for approximately two years and requires a legal "catch-up" update to reflect changes in state and federal law.

Upon request, Gladwell submitted a proposal dated February 24, 2026, for an annual subscription service that includes legal review, updates, and ongoing assistance.

DISCUSSION:

The proposed Annual Records Retention Subscription includes:

- Annual legal review of state and federal law changes affecting records retention
- Updates reflecting best practices from over 250 California municipal agencies
- Updates provided in tracked-change format
- Assistance with approval documentation
- Updates to retention schedule indexes
- Unlimited telephone and email assistance for City staff (excluding video conference meetings)
- Professional liability and errors & omissions coverage related to retention schedules.

The subscription operates on a July 1 – June 30 annual cycle and continues until canceled by the City. Because the City has not received updates in the past two years, Gladwell proposes a one-time catch-up update to bring the schedules fully current.

Maintaining an active subscription ensures that future legal changes are incorporated timely, supports City-wide consistency in records practices, and helps protect the City from compliance risks related to records retention and destruction.

ENVIRONMENTAL IMPACT:

None.

FISCAL IMPACT:

There are sufficient funds in the City Clerk's FY2025-26 budget to cover the onetime catch up fee of \$1,000.00. Annual subscription cost beginning FY 2026-27 of \$500 per year will be included in the budget each year.

AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN THE CITY OF GRAND TERRACE AND GLADWELL GOVERNMENTAL SERVICES, INC. FOR PROFESSIONAL SERVICES

This CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 14th day of April 2026, by and between the CITY OF GRAND TERRACE, a California municipal corporation (“City”) and GLADWELL GOVERNMENTAL SERVICES, INC., a California corporation (herein “Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

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 the Agreement.

1.5 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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of **Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00)** (“**Contract Sum**”), which consists of (i) an annual fee of

Five Hundred Dollars and Zero Cents (\$500.00) for a period of five (5) years, totaling Two Thousand Five Hundred Dollars (\$2,500.00), and (ii) a one-time flat fee of One Thousand Dollars and Zero Cents (\$1,000.00) to bring existing records retention schedules up to date.

2.2 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 shall be deemed to have certify compliance with all provisions of this Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 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 (as defined below) to the Consultant, incorporating therein any adjustment in (i) the Contract Sum (or a portion of the compensation due to Consultant) for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Twenty-Five Thousand Dollars (\$25,000) or in the time to perform of up to ninety (90) days may be approved by the City Manager. Any greater increases than Twenty-Five Thousand Dollars (\$25,000), taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) years from the date hereof (“Term”), except as otherwise provided in the Schedule of Performance (as shown on Exhibit “D” attached hereto).

4. COORDINATION OF WORK

4.1 Representative of Consultant. **Diane R. Gladwell** is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. 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, and shall keep City informed of any changes.

4.2 Contract Officer. The **City Manager**, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith (“Contract Officer”).

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor

any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City 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, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its sole cost and expense during the Term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(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.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the Term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City’s Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss.

Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services who is brought onto or involved in the services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the Term of this Agreement, to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles / Self-Insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the city guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, 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, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

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 and shall keep such records for a period of three years following completion of the

services hereunder. 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.

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 or as the Contract Officer shall require.

6.3 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 the City without prior written authorization from the Contract Officer.

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

(c) If Consultant provides any information or work product in violation of this Agreement, then the 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 the City should Consultant 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 thereunder. The 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 the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended or shortened, if circumstances warrant, as determined by the Contract Officer. The cure period may run concurrently with the termination period as provided in Section 7.4, if the option to cure is in the alternative to termination. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 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 any legal action under this Agreement.

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.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in

accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation as shown on Exhibit "C". 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.

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

8. MISCELLANEOUS

8.1 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 ensure 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

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

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

8.4 Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of 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 portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. 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.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

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

8.9 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 in accordance with California Code of Regulations Title 2 Section 22003 (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.

8.10 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. 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 _____

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

[Signatures Appear on the Following Page]

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

CITY:

CITY OF GRAND TERRACE, a municipal corporation

By:

Konrad Bolowich
City Manager

**APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP**

By:

Adrian R. Guerra
City Attorney

ATTEST:

By:

Daysi Alcocer
City Clerk

CONSULTANT:

Gladwell Governmental Services, Inc.

By:

Name: Diane R. Gladwell
Title: President
Email Address: gladwell4@aol.com
Address: PO Box 62
1028 Tirol Lane
Lake Arrowhead, CA 92352-0062

By:

Name: Robert Gladwell
Title: Corporate Secretary
Email Address: rcgladwell4@gmail.com

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 UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE 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 _____, 2026 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
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	_____
	<input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	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 _____, 2026 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
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
<input type="checkbox"/>	PARTNER(S)	_____
	<input type="checkbox"/> LIMITED	NUMBER OF PAGES
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	DATE OF DOCUMENT
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following services:

- A. Legal review of all State and Federal Law and other Regulations, and "Best Practices" updates from over 250 other California municipal government agencies for the year (presented in "Track Change" format);
- B. Additional routine changes requested by City employees (excludes major restructuring);
- C. Approval forms and assistance;
- D. Re-writing of the index to City schedules to reflect the changes made (excludes major restructuring);
- E. Unlimited e-mail and telephone assistance / Q&A throughout the year (excludes Videoconference meetings); and
- F. GGS's Errors & Omissions and Professional Liability coverage to protect all records retention schedules.

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

- A. Completed Retention Schedules before the end of each Fiscal Year.

III. In addition to the requirements of Section 6.2, during performance of the services, Consultant will keep the City updated of the status of performance by delivering status reports, which may be required by the City from time to time.

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

V. Consultant will utilize the following personnel to accomplish the services:

- A. City Manager
- B. City Clerk

EXHIBIT "B"

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

I. A new section 5.1(g) (Cyber Liability Insurance) is hereby added to the Agreement to read in its entirety as follows:

(a) Cyber Liability Insurance. A policy of Cyber Liability insurance with limits of no less than \$1,000,000 per occurrence/loss, which shall include the following coverage:

1. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
2. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
3. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
4. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
5. Liability arising from the failure to render professional services
6. If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City Parties 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 also provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this 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 or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

If the Consultant's insurance policies have higher limits and coverage than those required by this contract, the City will have access to those higher limits and coverage maintained by the Consultant.

The 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 or The Key Rating Guide, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following services at the following rates:

	DESCRIPTION	RATE
A.	Records Retention Schedule Maintenance & Assistance	\$500.00/Annual
B.	Update Existing Record Retention Schedules to Comply with Current Law and Best Practices for Cities	\$1,000.00 Flat Fee
C.	Videoconference Meetings	\$150.00/Hour

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

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

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

IV. The total compensation for the services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. The term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years. At the end of the initial term, this Agreement shall automatically renew for additional one (1) year periods unless otherwise terminated in accordance with the terms of this Agreement.**

- II. City may terminate this Agreement by providing written notice of its intent to cancel the Records Retention Subscription.**

- III. All confidentiality, intellectual property, ownership, limitation of liability, indemnity and limitation of warranty provisions contained in this Agreement shall survive upon the termination of this Agreement.**



PROPOSAL

ANNUAL SUBSCRIPTION – RECORDS RETENTION SCHEDULE MAINTENANCE & ASSISTANCE

The Records Retention Subscription includes:

- Legal review of all State and Federal Law and other Regulations, and “Best Practices” updates from over 250 other California municipal government agencies for the year (presented in “Track Change” format),
- Additional routine changes requested by your employees (excludes major restructuring),
- Approval forms and assistance,
- Re-writing of the index to your schedules to reflect the changes made (excludes major restructuring),
- Unlimited e-mail and telephone assistance / Q&A throughout the year (excludes Videoconference meetings).
- GGS's Errors & Omissions and Professional Liability coverage to protect all records retention schedules.

\$500 a year (July 1 – June 30); Subscription continues until cancelled by the City.

Grand Terrace has not updated their records retention schedule for the past two years.

The “catch up” for the missed years of legal changes to bring the schedules current with law and best practices of other Cities:

\$1,000 to bring the schedules current; includes all requests for changes in a manner which meets all current laws, mandates (and GGS's Errors & Omissions and Professional Liability coverage to protect all records retention schedules.)

Videoconference Meetings: \$150/hour

February 24, 2026



AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: Award Concrete Rehabilitation at Various Locations (2) to Carter Enterprises Group, Inc.

PRESENTED BY: Kamran Dadbeh, City Engineer

RECOMMENDATION: **FIND THAT THE CONCRETE REHABILITATION PROJECT (2) IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15301(C) (EXISTING FACILITIES), AND AUTHORIZE STAFF TO PREPARE AND FILE A NOTICE OF EXEMPTION AND; APPROPRIATE AN ADDITIONAL \$856.00 FROM 46-900-321-000-000 AND; AWARD THE CONCRETE REHABILITATION PROJECT (2) TO CARTER ENTERPRISES, INC. OF YORBA LINDA BASED ON THE LOWEST RESPONSIVE AND RESPONSIBLE BASE BID, AND APPROVE THE PUBLIC WORKS AGREEMENT WITH CARTER ENTERPRISES, INC. IN THE AMOUNT OF \$100,856; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO APPROVAL AS TO FORM BY THE CITY ATTORNEY**

2030 VISION STATEMENT:

This staff report supports Goal #2: "Maintain Public Safety" of the 2030 Vision by investing in public infrastructure improvements that enhance community safety and accessibility.

BACKGROUND:

None.

DISCUSSION:

This Concrete Rehabilitation Project (2) will replace sidewalks at various locations (attached list) that have been uplifted by trees and do not provide a safe walkway for pedestrians.

A bid package which included construction plans, technical specifications, and bid documents were prepared and advertised for construction bids.

The project was advertised for bids and Bids were accepted until 9:00 a.m. on Monday March 30, 2026. The City Clerk received 7 timely bids as follow:

Carter Enterprises, Inc. Yorba Linda	\$100,856.00
Hardy & harper, Inc.	\$103,000.00
DM Contracting, Inc. , Colton	\$104,767.50
Martinez Concrete, Inc.	\$124,718.00
Horizon Underground, LLC	\$133,362.68
Eleazar General Engineering	\$171,903.00

No Limit Construction

\$298,003.00

Staff solicited proposals from Willdan for the inspection of the project.

Based upon the forgoing, Staff recommends that the City Council concur with staff's recommendation.

ENVIRONMENTAL IMPACT:

Concrete projects are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Regulations Section 15301(c) because it relates to repair/maintenance of existing

FISCAL IMPACT:

This project will be mainly funded by the additional appropriations from midyear, but does require additional appropriations of \$856.00 and will be coded to account 46-900-321-000-000.

AGREEMENT FOR PUBLIC WORKS SERVICES

By and Between

CITY OF GRAND TERRACE

and

CARTER ENTERPRISES GROUP, Inc.

**AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF GRAND TERRACE AND
CARTER ENTERPRISES GROUP**

This AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this 14th day of April, 2026 by and between the City of Grand Terrace, a California municipal corporation (“City”) and CARTER ENTERPRISES GROUP, Inc., a California corporation (“Contractor”). City and Contractor may sometimes be referred to herein, individually as a “Party” or collectively, as the “Parties.”

RECITALS

A. The City of Grand Terrace (“City”) is authorized to enter into this Agreement for a public project or maintenance work pursuant to Chapter 3.26 of the Grand Terrace Municipal Code (“GTMC”), which establishes bidding and contracting procedures in conformance with the Uniform Public Construction Cost Accounting Act (Public Contract Code section 22000 et seq.). The City solicited and received bids in accordance with the formal bidding procedures set forth in GTMC section 3.26.060, and the contract is awarded to the lowest responsible bidder as required by law.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

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

D. The Parties desire to formalize the selection of Contractor for performance of the services described herein and desire that the terms of that performance be as particularly defined and described herein.

E. **Campaign Contributions:** This Agreement is subject to Government Code section 84308 (commonly known as the Levine Act), as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024); unless the contract is (1) competitively bid; (2) under \$50,000; (3) amendments valued at more than 10 percent of the value of the contract or fifty thousand dollars (\$50,000), whichever is less; and (4) labor contracts, in which case this provision does not apply. Contractor shall disclose any contribution to an elected or appointed City official’s campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Contractor, its, her, or his agent, or another party affiliated with Contractor. Contractor shall provide a signed copy of the attached Campaign Contribution Disclosure Form to City prior to, or concurrent with, Contractor's execution of this Agreement and no later than the Commencement Date.

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. WORK OF CONTRACTOR

1.1 Scope of Work.

Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specification and requirements set forth in the Project Documents for the Project (as each such terms are defined below), in compliance with all terms and conditions of this Agreement, and as described in the “Scope of Work” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor 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 Project Documents.

The Scope of Work shall include the proposal and any other documents submitted from Contractor to the City for the project entitled **Concrete Rehabilitation at Various Locations (2)** (the “Project”), including any documents or exhibits referenced therein (collectively, “Project Documents”), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the Project Documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations. Pursuant to Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor’s or any of its subcontractors’ DIR registration status has been suspended, revoked, expired, or otherwise changed.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Sections 1810 and 1811. As required under Labor Code Section 1812, Contractor and each of its subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the work performed under the terms of this Agreement.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials _____
Corey Kirschner
CEO

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor'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.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work 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, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions at the Project site, materially different from those indicated by information about the Project site made available to bidders prior to the deadline for

submitting bids on the Project; or (iii) unknown physical conditions at the Project site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, the performance of any part of the work, the City shall issue a Change Order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the Parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a Change Order per Section 1.10 of this Agreement.

1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of this 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 caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under this Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed or corrected and any non-conforming construction or materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in this Agreement, or the Project Documents, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance by the City for the Project, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the requirements under this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to any emergency condition or situation. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions,

including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement or the Project Documents, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 Inspection by City.

In connection with the performance of this Agreement, the City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. The Contractor agrees that the City, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite. Contractor acknowledges the provisions of Section 6400 of the Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, the City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this Section.

The City may also, at its sole authority and discretion, issue an immediate stop work order to the Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by the City to the Contractor in accordance with the provisions of this section shall not give rise to any claim or cause of action for delay damages by the Contractor or the Contractor's agents or subcontractors against the City.

1.10 Additional Work and Change Orders.

(a) 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 Work or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer, provided that such increase does not materially

affect the work in a manner or materially and detrimentally affect the interest of the City. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit “C”. If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order that is completed to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or the lowest current price for which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) Daily Reporting: If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes all invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City’s sole and absolute discretion, waive the Contractor’s rights to payment for the work performed for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Contractor Modifications.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Contractor Modifications” 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 Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein

by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Thousand Eight Hundred Fifty-Six Dollars and Zero Cents (\$100,856.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

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 the contract retention; (iii) payment for time and materials based upon the Contractor’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 Contractor at all Project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor 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 Finance Director and/or the Contract Officer. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit “C”, include a copy of Contractor’s certified payroll and proof that the certified payroll has been submitted to the DIR, and 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. Contractor shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor’s first invoice. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor’s correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document

setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

2.6 Retention.

City will deduct a five percent (5%) retention from all progress payments. In accordance with Public Contract Code Section 22300, which is hereby incorporated into this Agreement, City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Agreement. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Government Code Section 7107. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

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.

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

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor 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 Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. If City finds that Contractor's work does not meet the requirements and standards set forth in this Agreement, Contractor shall remedy any defects in the work at Contractor's sole expense, following notice by the City. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 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 Contractor.

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

Corey Kirschner, CEO

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 Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor'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 Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor 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 the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in, or authority over, the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor 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. Contractor 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 Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. 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 Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification obligations to the City (as set forth below), and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Project. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. The policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.

(b) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) Builder’s Risk Insurance. Contractor shall maintain Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; and (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.

(f) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor’s Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy

as “covered operations.” The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(g) Subcontractors. Contractor 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.

(h) Additional Insurance. Policies of such other insurance, as may be required in the Contractor Modifications in Exhibit “B”.

5.2 General Insurance Requirements.

(a) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City’s Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of this Contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, injuries or death of any person (including workers and the public), 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 provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities (with legal counsel approved by City) and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor 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 Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor 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 Contractor in the performance of professional services and work 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 Contractor and shall survive termination of this Agreement.

Contractor's obligations under this Section shall apply regardless of whether or not such claims or liabilities were caused in part or contributed to by the City or any Indemnified Parties. In instances where City or its Indemnified Parties is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Labor Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement ("Performance Bond").

(b) A labor and materials bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement ("Payment Bond").

Both the Performance Bond and Payment Bond required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds 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's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. In addition, the insurance carrier must be currently authorized by the Insurance Commissioner to transact business of insurance or be on the List of Approved Surplus Line Insurers issued by the State of California. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the

Contractor agrees that the minimum limits of the insurance policies and the bonds required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.8 Release of Securities.

City shall release the Performance and Payment Bonds when the following have occurred:

- (a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
- (b) the work for the Project has been finally accepted by the City; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, 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 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor 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. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and

services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor 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 Contractor is providing design services, the cost of the Project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the Project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor 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) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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 Contractor 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.

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

(b) Dispute Resolution. This Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than \$375,000. Additionally, Section 9204 of the California Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein and the intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code with respect to any such claims by Contractor. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, the term “claim(s)” means a separate demand by the Contractor, after the City has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor’s acts or omissions in performing or failing to perform Contractor’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 Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor 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 Contractor 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, Contractor shall file a 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 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars (\$ 1,000) as liquidated damages for each working day of delay in the performance of any of the services required hereunder, as specified in the Schedule of Performance (Exhibit “D”). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of services under this Agreement. Contractor 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. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his / her financial interest or the financial interest of any corporation, partnership or association in which he/her is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor 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.

Contractor 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 Contractor 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, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

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 in accordance with California Code of Regulations Title 2 Section 22003 (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 (and the documents incorporated herein) is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor 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. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, this Agreement shall forthwith be amended to make such insertion or correction/

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. Contractor 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. Contractor 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. Contractor 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.

Contractor’s Authorized Initials _____
Corey Kirschner, CEO

9.7 Corporate Authority.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

CITY:
CITY OF GRAND TERRACE, a municipal corporation

By:

Konrad Bolowich
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By:

Adrian R. Guerra
City Attorney

ATTEST:

By:

Daysi Alcocer
City Clerk

CONTRACTOR:
CARTER ENTERPRISES GROUP, Inc., a California corporation

By:

Name: Corey Kirschner
Title: CEO
Email: corey@onyxpaving.com

By:

Name: Anthony Steen
Title: President
Email: ass@onyxpaving.com
Address: 22711 La Palma Ave,
Yorba Linda, CA 92887

Two corporate officer signatures required when Contractor 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. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED UNLESS EXECUTED UTILIZING DIGITAL SIGNATURE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS TITLE 2 SECTION 22003. IN ADDITION, THE APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF WORK

I. Contractor shall perform the following services:

- (a) Mobilization
- (b) Traffic Control
- (c) Remove and Replace Sidewalk
- (d) Install ADA Ramp

II. Brief description of the work to be performed:

Contractor shall initiate concrete rehabilitation by improving mobilization and traffic control, removing and replacing damaged sidewalk panels, and installing two ADA compliant ramps at various locations within the City of Grand Terrace, as identified in Attachment 1.

III. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering status reports, as may be required by the City from time to time.

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

V. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (WATCH), latest edition; and shall observe and perform all traffic control safe protocols while working in the public right of way and upon any City facilities.

EXHIBIT “B”

CONTRACT MODIFICATIONS

(Superseding Contract Boilerplate)

Added text is indicated in ***bold italics***, deleted text is indicated in ~~strikethrough~~.

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Contractor shall perform all work at the rates set forth in the Project Documents submitted as part of Contractor's Proposal, and listed below:

**PROPOSAL
BIDDING SCHEDULE
CONCRETE REHABILITATION at
VARIOUS LOCATIONS (2)**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	SUB-TOTAL
1	Mobilization	L.S.	1	2,000	2,000
2	Traffic Control	L.S.	1	1,500	1,500
3	Remove & Replace Sidewalk	SF	5954	14	83,356
4	Install ADA Ramp	Each	2	7,000	14,000

TOTAL BID \$ 100,856

One hundred thousand eight hundred ~~eighty~~ ^{fifty-six dollars even}
Total Bid Costs Written in Words (C-4)

NOTE: The unit price must be written in words and also shown in figures. The total price must be extended for each item of work and the total of all items inserted in the space provided.

- II. A retention of five percent (5%) 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 item in the Project Documents, and with the approval of the Contract Officer, funds may be shifted from one item's subbudget to another so long as the Contract Sum is not exceeded per Section 2.1.
- IV. The City will compensate Contractor 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 the Contract Sum, as provided in Section 2.1 of this Agreement.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I.** Contractor shall perform all work timely and in accordance with plans and specifications as provided in Exhibit “A”.
- II.** Contractor shall perform all work timely and in accordance with a Project Schedule to be developed by Contractor and the Contract Officer and subject to written approval by the Contract Officer. **All contracted work must be completed no later than June 30, 2026.**
- II.** The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

PERFORMANCE BOND

WHEREAS, the CITY OF GRAND TERRACE, (“City”), has awarded to Carter Enterprises Group, Inc. as Contractor (“Principal”), a Contract for the work entitled and described as follows: **Concrete Rehabilitation at Various Locations (2)**

WHEREAS, the Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of **One Hundred Thousand Eight Hundred Fifty-Six Dollars and Zero Cents (\$100,856.00)**, this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Contractor, or its heirs, executors, administrators, successors, or assigns, shall in all things stand and abide by, well and truly keep and perform all undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 2026.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of
process in California, if different from above)

_____ (telephone number of Surety's agent in
California)

(Attach Acknowledgment)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, the CITY OF GRAND TERRACE, (“City”), has awarded to _____, as Contractor (“Principal”), a Contract for the work entitled and described as follows: **Concrete Rehabilitation at Various Locations (2)**.

WHEREAS, said Contractor is required to furnish a bond in conjunction with said Contract, to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law;

NOW, THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City in the sum of **One Hundred Thousand Eight Hundred Fifty-Six Dollars and Zero Cents (\$100,856.00)**, this amount being not less than one hundred percent (100%) of the total Contract price, lawful money of the United States of America, for payment of which sum well and truly be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In case suit is brought upon this bond, the Surety will pay a reasonable attorney’s fee to the City in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Contractor, its heirs, executors, administrators, successors, assigns, or subcontractor fails to pay: (1) for any work, materials, services, provisions, provender, or other supplies, or for the use of implements of machinery, used in, upon, for, or about the performance of the work to be done, or for any work or labor thereon of any kind; (2) for work performed by any of the persons named in Civil Code Section 9100; (3) for any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract; and/or (4) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and/or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon the bond. Moreover, if the City or any entity or person entitled to file stop payment notices is required to engage the services of an attorney in connection with the enforcement of this bond, each shall be liable for the reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration, or modification of the Contract Documents or of the work to be performed thereunder.

Executed on _____, 2026.

PRINCIPAL

(Seal if Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____ (telephone number of Surety's agent in California)

(Attach Acknowledgment)

SURETY

By _____

(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

NOTICE:

No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

WORKERS COMPENSATION INSURANCE CERTIFICATE

Description of Contract: **City of Grand Terrace
Project: Concrete Rehabilitation at Various Locations (2)**

Type of Insurance: Workers' Compensation and
Employers' Liability Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below-stated company in conformance with the requirements of Article 5 of the Contract and is in force at this time, and is in a form approved by the Insurance Commissioner.

The Company will give at least 30 days' written notice to the City and Engineer/Architect prior to any cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
		Workers' Compensation: Statutory Limits Under the Laws of the State of California
		Employers' Liability:
		\$ _____ Each Accident
		\$ _____ Disease - Policy Limit
		\$ _____ Disease - Each Employee

Named Insured (Contractor) Insurance Company

Street Number Street Number

City and State City and State

By _____
(Company Representative)

(SEE NOTICE ON NEXT PAGE)

Insurance Company Agent for Service
of Process in California:

Name

Agency

Street Number

City and State

Telephone Number

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policy listed herein.

This is to certify that the policy has been issued to the named insured for the policy period indicated, notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

**ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY**

Name and address of named insured (“Named Insured”)

Name and address of Insurance Company (“Company”)

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the “Policy”) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ (“Public Agency”), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the “Additional Insureds”) under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at: City Manager, City of Grand Terrace, 22795 Barton Rd., Grand Terrace, California 92313.

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|---|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive General Liability Endorsement | <input type="checkbox"/> _____ |
| | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20 _____

Signature of Authorized Representative

Telephone No.: (_____) _____

(Original signature only; no facsimile signature or initialed signature accepted)

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured")

Name and address of Insurance Company ("Company")

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard

to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
 City of Grand Terrace
 22795 Barton Rd.
 Grand Terrace, California 92313

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 2026.

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured (“Named Insured”)

Name and address of Insurance Company (“Company”)

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the “Policy”) or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The _____ (“Public Agency”), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the “Additional Insureds”) under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Manager
City of Grand Terrace
22795 Barton Rd.
Grand Terrace, California 92313

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

<u>TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES</u>	<u>POLICY PERIOD FROM/TO</u>	<u>LIMITS OF LIABILITY</u>
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-
- Following Form
 - Umbrella Liability
 - _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NO.</u>	<u>AMOUNT</u>
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12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages: _____

13. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*). The deductible is applicable per claim or per occurrence (*check one*).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 a.m. and forms a part of Policy Number _____.

(signatures on following page)

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 2026.

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

Address	District	Dimensions	Area
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21983 Tanager St	1	6x4	24
12728 Dickens Ct	1	15x4	60
12736 Dickens Ct	1	13x4	52
12729 Dickens Ct	1	3x4	12
12718 Sanburg	1	4x10	40

22160 Raven Way	2	4x22	88
22122 Raven Way	2	4x6	24
22120 Ladera	2	4x10	40
12842 Vivienda	2	26x4, 15x4	164

12802 Darwin Ave	2	15x4	60
22410 Flamingo	2	15x4	60
22361 Tanager St	2	6x4	24
22424 Tanager	2	6x4	24
22321 Raven Way	2	6x4	24
22411 Raven Way	2	4x13	52
22381 Raven Way	2	7x4, 20x4	108
22391 Ladera St	2	42x4	168
12710 Reed Ave	2	4x3	12
12722 Reed Ave	2	45x4	180
12742 Reed Ave	2	4x4	16
12764 Reed Ave	2	36x4	144
12761 Reed Ave	2	4x4	16
12814 Reed Ave	2	10x4	40
22294 Ladera St	2	33x4	132
22303 Ladera St	2	11x4	44
12859 Reed Ave	2	4x3	12
12847 Reed Ave	2	10x4	40
22244 Ladera St	2	4x4	16
22245 Ladera St	2	4x4	16
22255 Ladera St	2	3x4	12
12833 Fremontia	2	4x4	16
22262 Napa Ct	2	24x4	96
12805 Fremontia	2	3x4	12
12746 Fremontia Ave	2	4x26	104
12834 Fremontia Ave	2	4x3	12
12870 Fremontia Ave	2	37x4	148

22765 Robin Way	3	6'x3'	18'
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22616 Tanager St	3	20x4	80
22626 Tanager St	3	4x5	20
22610 Raven Way	3	4x6	24

22677 Robin Way	3	36x4	144
12510 Michigan St	4	4x4	16
22215 Lark St.	5	13'x4'	52

22225 Lark st	5	7'x5'	35
22167 Van Buren St	5	4x4	16
22205 Lark St	5	44x4	176

22242 Lark St	5	4x4	16
Vivienda & Van Buren	5	10x7	70
22275 Van Buren	5	3x4, 3x4	24
12566 Reed Ave	5	3x4	12
22264 Dove St	5	3x6 x 3	54
12548 Reed Ave	5	4x3	12

12736 Dickens Ct	1	13'x4'	52
12739 Sandberg Way	1	26' x 4'	104

22359 Flamingo St.	2	10' x 4'	40
12825 Vivienda Ave.	2	2' x 4'	8
12842 Vivienda Ave	2	15' x 4'	60
22295 Ladera st	2	10'x4'	40'

22119 Flamingo St	2	31x4	124
22129 Flamingo St	2	4x4	16
12828 Darwin Ave	2	40x4	160

12744 Dutch Ave	3	12'x4'	48'
12727 Dutch Ave	3	4'x4'	16'
22805 Raven Way	3	17'x6'	102'

22636 Flamingo St	3	20x4	80
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22536 Robin Way	3	4x4	16
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22311 Kentfield	5	10'x6'	60
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22167 Lark St	5	4x4	16
22225 Lark St	5	6x4	24

22231 Emerald St	5	9x6	54
12662 Thomas Ct	5	3x4	12
22317 Van Buren	5	26x4	104

12523 Crane St	6	4x3	12
22825 Kentfield	6	4x3	12
22627 Kentfield	6	16x4	64

22539 Lark St	6	30x15	450
22535 Franklin St	6	4x4	16
12488 Vivienda Ave	8	3x4	12
12440 Cardinal Ct	8	3x4	12
Willet and Deberry St	8	4x7	21
12244 Mirado Ave	8	3x4	12
22648 Desoto St	8	2x3x4	24

22797 Finch St	9	10x4	40
22787 Finch St	9	10x4	40
22796 Finch St	9	35x4	140

22832 Finch St	9	15x4	60
22844 Finch St	9	2x2x4	16
22809 Finch St	9	10x4	40
22985 Finch St	9	3x4	12

22840 Wren St	9	15x4	60
22794 Wren St	9	8x4, 3x4	44
12310 Whistler St	9	2x2x4	16
12332 Whistler	9	4x10	40
22775 Wren St	9	4x6	24
12368 Whistler St	9	2x4	8
12392 Whistler St	9	25x4	100
22780 Cardinal St	9	4x4	16
22700 Cardinal St	9	10x4	40
22780 BlueBird St	9	4x4	16
22409 Barton Rd.	11	13'x21'	273

23009 Orangewood Ct	12	4x13	52
23044 Orangewood Ct	12	3x4	12
22959 Orangewood ct	12	5x6, 5x10	80

Total Square Feet	4777		
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ADA Ramps

Pascal & Van Buren ADA Ramp	5	1	
Van Buren & Reed ADA Ramp	5	1	

22311 Kentfield	5	21x6	126
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22539 Kentfield Ave.	6	8'x4'	32
22627 Kentfield Ave.	6	11'x5'	55
22649 Kentfield Ave	6	24'x3'	72

12532 Warbler	6	4x4	16
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22797 Finch St.	9	2x4	8'
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22820 Finch St	9	10x4	40
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22975 Finch St	9	15x4	60
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22484 De Soto St.	11	4'x4'	16
22765 De Soto	12	4'x4'	16'

11911 Pascal Ave	14	4'x6'	24'
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AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: Additional Appropriations for Diesel Generator using Equipment Replacement Fund

PRESENTED BY: Judith Garcia, Management Analyst

RECOMMENDATION: **APPROVE ADDITIONAL APPROPRIATIONS OF \$27,300 FROM THE EQUIPMENT REPLACEMENT FUND FOR THE DIESEL GENERATOR**

2030 VISION STATEMENT:

This staff report supports Goal #2: Invest in Critical Improvements to Infrastructure

BACKGROUND:

On August 26, 2025, the City Council approved acceptance of the FY 2024 Emergency Management Performance Grant (EMPG) award in the amount of \$13,608, along with a matching transfer from the City's Equipment Replacement Fund, for a total project allocation of \$27,216.

The City's approved EMPG project consists of replacing the existing generator at City Hall to ensure uninterrupted power supply and operational continuity during emergencies. Currently, City Hall has a 15kW generator that has been out of service for the past seven years. Even when operational, the unit was undersized and not capable of powering the entire building; therefore, a like-for-like replacement was determined to be unsuitable. A larger generator is needed to power the entire facility, including designated warming and cooling centers that are critical for community support during emergency events.

The approved EMPG project therefore consists of replacing the existing unit with a larger generator that meets the operational needs of the building and strengthens the City's overall emergency preparedness.

DISCUSSION:

A site visit and evaluation were conducted By Quinn Power Systems to determine the necessary power requirements for City Hall. Based on this assessment, it was recommended that a 200kW diesel generator would adequately meet the facility's operational needs during emergencies. To move forward with the project, staff obtained three quotes as required by the EMPG program:

- Quinn Power Systems – \$115,493.48
- Energy Systems Power Supply –\$94,588.00
- Cummins – \$134,975.35

Staff is recommending that council authorize the expenditure of \$115,493.48 from the Equipment Replacement Fund and authorize the City Manager to execute a purchase order and all necessary documentation for the purchase of the Diesel Generator from Quinn Power Systems.

While Quinn Power Systems was not the lowest quote, staff recommends their selection based on the City's ability to purchase under the Sourcewell cooperative contract, which identifies Quinn as a preferred vendor for generator equipment. It identifies Quinn/Caterpillar as the top-ranked proposer in the 2022 national evaluation for electrical energy power generation equipment. Quinn received high marks in areas critical to the City, including service capability, product breadth, warranty, and value-added attributes. In particular, Quinn provides a five-year standby warranty, whereas other vendors offered only the standard two-year limited warranty.

Quinn Power Systems is also a local vendor, providing the City with the benefit of responsive, nearby support. In addition, the Quinn Riverside branch has offered to store the generator at no charge for up to three (3) months upon delivery, with the option to extend storage under a separate agreement if necessary. Together, the company's proximity, extended warranty, proven industry reputation, strong evaluation results, and ability to meet the City's operational needs make Quinn Power Systems the best overall choice for this project.

The purchase of the generator is Phase 1 of a larger project to improve City Hall's critical infrastructure. Future phases will include the purchase of an automatic transfer switch (ATS) estimated at \$20,000 and installation work, with costs estimated between \$250,000 and \$400,000 depending on Edison's meter requirements and the City's decision regarding meter relocation. Staff will return to Council with final specifications, installation details, and funding options. At this time, Council is being asked only to approve the purchase of the generator unit.

The diesel generator is currently in transit with an estimated delivery timeframe of May 2026. An extension request was submitted to the Office of Emergency Services Grants Administration for the EMPG grant but was ultimately denied to maintain compliance with program requirements and ensure eligibility for reimbursement, particularly amid concerns related to the ongoing FEMA shutdown and updated grant submittal deadline of March 31, 2026. As a result, the City proceeded with de-obligation of the grant funds, therefore an additional \$27,250 is needed to cover those funds.

ENVIRONMENTAL IMPACT:

This action does not meet the threshold of a project under CEQA and is exempt.

FISCAL IMPACT:

While only \$13,608 was awarded through the EMPG grant, with the City providing a matching contribution of \$13,608, a total of \$27,216 was originally approved and set aside for this project. Due to the generator not arriving by the project completion deadline of March 31, 2026, the City has de-obligated the EMPG grant funds. The current generator purchase cost of \$115,493.48 exceeds the originally approved amount, and the City will need to appropriate the full purchase amount from the General Fund.

The expenditure will be coded to Fund 70, Equipment Replacement Fund Account #70-195-700-001-000.

This replacement will provide a reliable power source for City Hall operations and community services

during outages and serves as Phase 1 of a larger infrastructure project. Future phases will require additional equipment and installation, and staff will return to Council with final specifications, funding options, and approval requests at a later date.



September 25, 2025

Prepared by

Steve Lee
Inside Sales Representative- PG
(949) 253-6037
ll298@cummins.com

We are pleased to provide you this quotation based on your inquiry.

200kW Diesel Generator(Sourcewell Pricing)		
Item	Description	Qty
1	C200D6D, Diesel Genset, 60Hz, 200kW-IBC-208V 3Phase	1
200kW Diesel Generator(Sourcewell Pricing) SUB TOTAL: \$31,714.29		
Level 2 Enclosure/Fuel Tank Accessories		
Item	Description	Qty
2	Level 2 Enclosure-400A 80% rated Circuit Breaker	1
3	Kit, Enclosure(SL2 Duct)	1
4	Batteries	2
5	Remote Emergency Stop Switch	1
6	Fuel System Kit-Spill Fill Box 5 Gallon, OFPV (C233)	1
7	Fuel Tank, Extension Kit-1 Normal, 2 Emergency, 12ft	1
8	Connector Kit for Remote Emergency Stop Switch	1
Level 2 Enclosure/Fuel Tank Accessories SUB TOTAL: \$20,602.68		
Passive DPF with Integrated 24Hr Fuel Tank and Mounting Frame		
Item	Description	Qty
9	Passive Diesel Particulate Filter	1
10	Integrated Mounting Frame with 24Hr Sub Base Fuel Tank	1
11	Delivery: Excludes offloading and installation	1
Passive DPF with Integrated 24Hr Fuel Tank and Mounting Frame SUB TOTAL: \$82,658.38		

TOTAL: \$134,975.35

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

This quotation is based on customer provided generator specifications, no specification number provided. No single line provided.

Offloading, Installation, Air Quality Permits, Fuel, and Fuel for testing, NETA & 3rd party testing are to be provided by others.

Freight is included on this proposal to the first US destination.

We are providing a passive diesel particulate filter per spec. The DPF will be mounted on an integrated mounting frame/24hr fuel tank

Providing Level 2 enclosure, rated 73dba @23feet

Providing base C200D6D with radiator for sourcewell price of \$31,714.29. All other items such as enclosure, fuel tank, DPF, circuit breaker, battery, battery charger, OFPV, 5 gallon spill, vents etc are not under sourcewell pricing.

LEAD TIME:



Submittals 4-6 weeks from receipt of PO

Generator is 15-17 weeks from receipt of approved submittals and order release for production, subject to extension (s) beyond our control.



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Richard Antunez

Richard Antunez
Senior Sales Executive - PG
(909) 936-0024
qe766@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>



TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN*



DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii)



making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO



GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order



placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Date: 10/1/2025

To: City of Grand Terrace
Attn: Judith Garcia

Reference: Quote # 21042672R1

Project Name: City Hall Source Well # 150124 / 200 kW diesel Generator Set

West Coast Energy Systems is pleased to offer the following proposal:

SCOPE OF SUPPLY:

1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 8.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 200 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- UL2200
- EPA Emergency Certified
- Level 2 Acoustic Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
 - Diesel Particulate Filter pre-installed (shipped Loose)
- IBC Seismic Certified
- 36" 693 Gallon Double-Wall UL142 Basetank, 24 hour run time at full load
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
 - Emergency Vents
 - Spill Bucket
 - Vent Extention
- Stainless Steel Fire-Rated fuel supply and return hoses
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- SCAQMD
- 21 Light Remote Annunciator, Surface mount
- Remote Emergency Stop Switch, Flush-Mount, shipped loose
- Primary MLCB, 100% rated, LSI Electronic Trip

- PDF43K0800B2N
- 800 amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Batteries, with rack, installed
- Coolant Heater, 2000W, 240VAC
- Std set of 3 Manuals
- Standard 2-Year Limited Warranty
- SD0200GG178.7D18HPLY3

Pricing:

Generator Pricing **\$94,588.00 + taxes**

START & TEST INCLUDED (SEE DETAIL BELOW)
 SALES TAX IS NOT INCLUDED

Delivery Freight **\$ FOB Jobsite, Not Unloaded**
Offloading and/or Setting Optional Adders via change order:

Delivery to Job site –Unloaded to the property (not set in place) \$ Included
Field Testing **\$ Included**

Optional SCAQMD Filing and Initial Fees . \$6,800.00 Not Included

Shipping:

Estimated Generator lead time from factory, excluding transit: **24 weeks ARO.**

Scope Clarifications:

- Quote is based on your verbal requirements only.
- No equipment will be ordered without written release to proceed.
- Pricing includes freight to site.
- Installation, fueling and termination of connections not included. The Energy Systems provided start-up checklist and supporting pictures must be received by Supplier two weeks prior to technician scheduling.
- Installation and mounting not included.
- Pricing is based on work being completed during regular business hours.
- **Items Not included unless otherwise noted:** equipment offloading, installation, fuel, permits, signage, taxes, exhaust system backpressure test, exhaust emissions test, infrared scanning, NETA testing, harmonic testing, concrete pad, anchoring, fuel pipe, exhaust pipe, pipe insulation, Building communication integration, license fees.

Terms and Conditions:

1. Offer Validity: 30 days.
2. 10 % deposit required at time of release.
3. Payment terms: NET 30, invoiced at shipment. (Based on Credit Approval)
4. Credit is subject to approval by Energy Systems upon receipt of business credit application.
5. ExWorks factory with freight allowed to the jobsite, on a truck, curbside.
6. Manufacturer lead time to be confirmed upon approved release for production letter and receipt of a West Coast Energy Systems approved purchase order.
7. Equipment cannot be held by Energy Systems or its suppliers without prior written agreement.
8. Any sale of goods or services, and any extension of credit, is governed by and subject to West Coast Energy Systems’ Terms and Conditions of Sales and Service (“Terms”) located at <https://energysystems.com/terms-and-conditions-of-sale-and-service> which is incorporated by reference. The Terms are subject to change at any

time and you are advised to frequently re-review the Terms. Unless pursuant to a written agreement mutually executed by both parties, the Terms shall be binding upon the parties, and any other terms, communications or documents are to be disregarded and hereby expressly rejected.

Sincerely,

Paul Crafts

Territory Manager

Energy Systems

(562) 639-3145 / 928-242-2146 Cell #

pcrafts@energysystems.com



Acceptance of Quote

Purchase orders for equipment or services on this quotation indicates acceptance of the conditions of sale listed above.

Please return a signed copy of this quote as acknowledgement of receipt.

Signature

Date accepted

Print Name

Company Name



QUOTATION

NO. 250592-WELL

3500 Shepherd Street, City of Industry, California 90601
 Box 226789, Los Angeles, California 90022-0744
 (562) 463-6000 Fax: (562) 463-7156

Date: September 23, 2025

Page: 1 of 4

To: Contact: Judith Garcia
 Company: City of Grand Terrace
 Address: _____
 City, Zip: _____
 Phone: _____ Email: _____

Terms: Net 30, see T&C's
 F.O.B. Jobsite, unloading by others
 Sales Rep.: Art Jimenez
 Contact #: 951-250-5104
 Email: Art.Jimenez@quinnpower.com

Project Name: City of Grand Terrace - City Hall Generator

Qty:	Description	List Price	Discount Price
1	<p>New Caterpillar, Model C7.1, EPA Tier 3, Stationary Emergency Generator Set. Rated 200kW Standby Power, with fan, 60Hz, 3 Phase 120/208V Configuration at 1800 RPM.</p> <p>Sourcewell Product Discount is 31% (- \$24,521.22) off Generator List Price.</p> <p>NON CAT ITEMS: Inbound/ Outbound Freight (Freight to Grand Terrace CA) Technician Startup – Level1 (1 Day) Diesel Particulate Filter Diesel Particulate Filter Integration</p> <p>TOTAL PRICE FOR THE ABOVE LISTED NON CAT ITEMS</p> <p>"Buyer has to put "Sourcewell Contract #092222-Cat" on the Purchase Order"</p>	\$ 79,101.00	\$54,579.48
			\$60,914.00
<p>SALES TAX NOT INCLUDED. Buyer responsible for all taxes including any applicable tire fees. The quotation provided herein is for information only, and is not a valid offer to sell unless signed by an officer of Quinn Power Systems in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days from quote date above, expires after that duration.</p>		Total Price (SALES TAX NOT INCLUDED):	\$115,493.48

PRODUCT DESCRIPTION

Generator & Accessories:

- 200KW Caterpillar Diesel Standby Generator (Model C7.1)
- Tier 3 Emissions Cert
- UL2200 Listed Package Genset
- NFPA 110 Approved
- Sound Attenuated Weather Enclosure (Color: White)
- Diesel Particulate Filter Integrated (Shipped Loose)
- Fixed Enclosure Louvers
- Integral Fuel Tank – 400 Gallons (24hrs Run Time @ 100% load)
- Alternator – 105C Temp Rise Over 40C Ambient
- GCCP 1.2 Control Panel
- Panel Mounted Audible Alarm
- Electronic Governor
- Integrated Voltage Regulator
- Circuit Breaker – 600 Amp
- Battery and Cables
- Battery Charger
- Coolant Heater
- Standard Air Cleaner
- Standard Radiator
- Operations & Maintenance Manuals (1 Copy)
- Includes Freight to Jobsite
- Startup Service – Level 1 (Using Site Loads)
- 1Yr CVA (Customer Value Agreement)
- 5Yr Standby Warranty (500hrs/ year max operation)



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Specifications

This quote is based on our understanding of your site requirements.

Clarifications

Quinn Power Systems is quoting a standard engineered product that complies with the functional intent of a standby emergency generator system. The quoted product may or may not meet all of the project specifications.

Quinn Power Systems and Caterpillar will make every effort to meet the project delivery schedule requirements. However, due to the ongoing global supply chain disruptions, Quinn Power Systems will not be liable or accept any liquidated damage clause on a purchase order.

Accessories and/or modifications

Initial fill of coolant and lube oil
(1 set) Operation & Maintenance manuals (electronic copy) * **(additional sets, at additional cost)**

QPS field work

Delivery to jobsite (**offload/crane**)
Basic Demonstration – **[included at no charge if training can be accomplished at time of startup].**

Not included (unless mentioned in the bill of materials)

Sales tax
Air, building or construct permits
Diesel fuel, initial fill or for testing

Availability:

Submittals: Estimated (8 – 10 Weeks) on receipt and approval of purchase order. (1 electronic copy). Submittal approval is expected not to exceed 60 days, additional time beyond 60 days will impact equipment delivery schedule, and may result in equipment price increases. In such event, a revised purchase order will be required prior to factory order production release.

Equipment: Estimated (31-33 Weeks) for factory build time after submittal approval (without DPF).

Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.

Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.

**** Equipment prices and lead times are subject to change without notice.****

EMISSIONS NOTE

➤ "California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."

➤ Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.

TERMS AND CONDITIONS

1. Acceptance of Order.

This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or

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 Box 226789, Los Angeles, California 90022-0744
 (562) 463-6000 Fax: (562) 463-7156

Date: September 23, 2025

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consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.

Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.

As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.

Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.

Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.

The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.

Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.

A: Unit Cost.

Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.

B: Delays.

If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.

C: Start up.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, etc.



QUOTATION

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16. Lead Times.

Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.

The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.

In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.

Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

SUBMITTED BY:

By: _____

By: Art Jimenez

Company: _____

Quinn Power Systems

Date: _____

Phone: 951-250-5104

P.O. #: _____



Proposal Evaluation
Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services RFP #092222

Possible Points		Caterpillar	Cummins Inc.	DD DANNAR, LLC	Fermata LLC	Generac Power Systems
Conformance to RFP Requirements	50	44	42	42	38	44
Pricing	400	315	329	315	308	338
Financial Viability and Marketplace Success	75	68	64	55	51	67
Ability to Sell and Deliver Service	100	91	84	72	68	83
Marketing Plan	50	44	38	43	39	45
Value Added Attributes	75	67	65	66	57	65
Warranty	50	43	43	44	41	43
Depth and Breadth of Offered Equipment, Products, or Services	200	183	178	144	123	169
Total Points	1,000	855	843	781	725	854
Rank Order		1	3	7	9	2

Possible Points		Kohler Power Systems	PowerSecure Inc	Rolls-Royce Solutions America Inc.	TAYLOR POWER SYSTEMS	The X-Group of companies
Conformance to RFP Requirements	50	44	43	40	40	36
Pricing	400	305	298	325	270	220
Financial Viability and Marketplace Success	75	64	62	63	53	49
Ability to Sell and Deliver Service	100	86	75	82	65	64
Marketing Plan	50	44	43	36	36	33
Value Added Attributes	75	66	62	53	53	51
Warranty	50	44	41	41	42	39
Depth and Breadth of Offered Equipment, Products, or Services	200	181	167	165	167	125
Total Points	1,000	834	791	805	726	617
Rank Order		4	6	5	8	10

DocuSigned by:

 6830543C58384D1
 Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

 7BCA93CD6377421
 Brandon Town, CPSM, CPSP, Procurement Analyst

DocuSigned by:

 7F41572C858B4BA
 Craig West, Procurement Analyst

DocuSigned by:

 15F6CCFFA61E4A0
 James Voelker, CPCM, CFCM, Procurement Lead Analyst



AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: Second Reading and Adoption of an Ordinance Amending Section 4.80.010 of the Grand Terrace Municipal Code to update the City's development impact fee program, remove obsolete fee amounts, and provide that development impact fees shall be established by City Council resolution consistent with the Mitigation Fee Act and Assembly Bill 602 (AB-602)

PRESENTED BY: Gabriel Arguelles, Assistant Planner

RECOMMENDATION: **SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING SECTION 4.80.010 OF THE GRAND TERRACE MUNICIPAL CODE**

2030 VISION STATEMENT:

This item supports the City's 2030 Vision Goal of ensuring long-term fiscal viability by aligning development impact fees with current legal requirements so that new development funds its fair, proportional share of growth-related capital improvements, rather than shifting those costs onto existing residents and businesses.

BACKGROUND:

The City of Grand Terrace imposes Development Impact Fees (DIFs) pursuant to the Mitigation Fee Act (Government Code Sections 66000 through 66025) to ensure that new development pays its fair, proportional share of the cost of growth-related public facilities. The current fee structure for several categories was last comprehensively updated in 2006 and no longer reflects the City's facility needs, cost basis, growth projections, or the contemporary legal and documentation requirements established under AB 1600 and, more recently, Assembly Bill 602 (AB 602), which took effect on January 1, 2022. As a result, the City's legacy fee program predates these standards, lacks the level of detail now required for fee calculation and disclosure, and includes obsolete fee amounts and formats that are not aligned with current law or practice.

To complete a comprehensive update and restore a legally defensible DIF program, the City retained Revenue & Cost Specialists (RCS) to prepare the 2026–27 Development Impact Fee Calculation and Nexus Report ("Nexus Study"). The Nexus Study updates the City's fee calculations, land use and growth assumptions, growth projections, facility needs, and cost basis to reflect present service conditions and capital requirements. It applies the Mitigation Fee Act nexus methodology by documenting existing levels of service, identifying the facilities required to maintain those levels as development occurs, allocating the growth-related share of facility costs to new development, and converting that share into maximum justified fees. The Study also provides the detailed calculation tables, cost support, and statutory findings required under AB 1600 and AB 602, including residential fees expressed on a per-square-foot basis. The Nexus Study establishes maximum legally defensible development impact fees for Law Enforcement (County Sheriff) Facilities; Fire Facilities supporting services provided by the San Bernardino County Fire Protection District; Local Circulation; Regional Circulation; General City Facilities; Public Use Facilities; and Parkland Acquisition and Park Facilities and includes an Accessory Dwelling Unit (ADU) impact fee application appendix.

The Nexus Study introduces updated Law Enforcement (County Sheriff) Facilities and Fire Facilities fee components to address growth-related facility needs associated with contracted public safety services. The Law Enforcement component funds eligible City-owned facilities and capital improvements that support contracted law enforcement services provided by the County Sheriff. The Fire component funds growth-related, capacity-increasing capital improvements that support fire protection services provided within the City by the San Bernardino County Fire Protection District. Adoption of these fee components does not create or imply the formation of independent municipal police or fire departments and does not fund operations, staffing, or routine maintenance.

The Ordinance would amend Grand Terrace Municipal Code Section 4.80.010. That section currently contains specific fee amounts adopted in 1989 and 2006 for several public facility categories. These amounts are obsolete and no longer aligned with the updated Nexus Study. Consistent with the Mitigation Fee Act and AB 1600 implementation practice, fee schedules are adopted by resolution and supported by a current nexus study, rather than embedding specific dollar amounts directly in the Municipal Code, so that future updates can be made transparently when supported by updated documentation.

Finally, State law under the Mitigation Fee Act (Government Code §§66000–66025) requires the City to prepare an Annual Development Impact Fee Report each year (Gov. Code §66006) and to review and update its DIF program and findings at least every five years to confirm the continued nexus and proportionality of the fees (Gov. Code §66001(d)). As part of this update cycle, RCS is preparing and submitting the required annual DIF report(s) and the five-year DIF review so that, upon adoption of the Nexus Study and updated fees, the City will be brought current with these statutory requirements. Following adoption, the City's Finance Department in adherence to state law will continue to prepare the Annual Development Impact Fee Report each year and complete the required five-year review and update process on an ongoing basis to maintain compliance and ensure that DIFs remain current and proportionate as conditions change.

DISCUSSION:

The accompanying Ordinance provided as "**Attachment 1**" to this staff report amends Section 4.80.010 of the Grand Terrace Municipal Code to remove obsolete fee amounts and to provide that DIF schedules under Chapter 4.80 will be established and amended by resolution of the City Council, supported by a current nexus study, consistent with the Mitigation Fee Act and current practice. The Ordinance does not itself impose or increase any DIF; it updates only the mechanism by which fee schedules are adopted.

ATTACHMENTS:

Attachment 1 – Ordinance Amending Section 4.80.010 of the Grand Terrace Municipal Code

ENVIRONMENTAL IMPACT:

Approval of the Ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(4), because the action involves the creation of a government funding mechanism and does not commit the City to any specific capital improvement project. Any future capital projects funded in whole or in part with Development Impact Fees will be evaluated for CEQA compliance on a project-specific basis.

FISCAL IMPACT:

The adoption of the ordinance will increase DIF revenue and ensure full cost recovery.

ATTACHMENT B

ORDINANCE NO. xxx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE, CALIFORNIA, AMENDING CHAPTER 4.80 OF THE GRAND TERRACE MUNICIPAL CODE TO UPDATE THE CITY'S DEVELOPMENT IMPACT FEE PROGRAM, REMOVE OBSOLETE FEE AMOUNTS, AND PROVIDE THAT DEVELOPMENT IMPACT FEES SHALL BE ESTABLISHED BY CITY COUNCIL RESOLUTION CONSISTENT WITH THE MITIGATION FEE ACT AND ASSEMBLY BILL 602 (AB-602). AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

WHEREAS, Grand Terrace Municipal Code Chapter 4.80 currently includes specific development impact fee amounts adopted in prior years for various categories of public facilities. These amounts are no longer current and do not reflect the City's updated capital needs, cost basis, or the 2026–27 Development Impact Fee Calculation and Nexus Report; and

WHEREAS, embedding specific fee amounts directly in the Municipal Code requires future fee updates to be accomplished only through ordinance amendments, which can be procedurally burdensome and is inconsistent with modern practice under the Mitigation Fee Act (Government Code Sections 66000 through 66025); and

WHEREAS, the Mitigation Fee Act allows development impact fees to be adopted by resolution, provided that the fees are supported by appropriate nexus findings and that the procedural requirements of the Act are followed; and

WHEREAS, Grand Terrace Municipal Code Chapter 4.104, relating to circulation improvement fees, provides that local and regional circulation impact fee schedules may be established by resolution of the City Council, consistent with the Mitigation Fee Act; and

WHEREAS, the City of Grand Terrace has prepared and adopted the 2026–27 Development Impact Fee Calculation and Nexus Report, which establishes the maximum justified development impact fees for various categories of public facilities; and

WHEREAS, this Ordinance does not impose or increase any development impact fee, but instead updates only the mechanism by which such fees are adopted and amended; and

WHEREAS, it is in the public interest to amend Chapter 4.80 of the Grand Terrace Municipal Code to remove obsolete fee amounts and to provide that development impact fee schedules shall be established and amended by resolution of the City Council, supported by a current nexus study and consistent with the Mitigation Fee Act and Assembly Bill 602 (AB-602).

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

SECTION 1. The City Council hereby specifically finds and declares that all facts set forth in the above Recitals are true and correct and incorporated herein by this reference and made a part hereof.

SECTION 2. Amendment to Section 4.80.010.

Section 4.80.010 (Fees Designated) of Chapter 4.80 (Developer Impact Fees) of Title 4 (Comprehensive Fee Schedules, Fines and Taxes) of the Grand Terrace Municipal Code is hereby amended in its entirety to read as follows:

- A. Development Impact Fees for Law Enforcement (County Sheriff) Facilities, Fire Facilities supporting services provided by the San Bernardino County Fire Protection District, General City Facilities, Public Use Facilities, and Parkland Acquisition and Park Facilities shall be established, and may be amended from time to time, by resolution of the City Council.
- B. Development Impact Fees for Local Circulation and Regional Circulation improvements shall be established pursuant to Chapter 4.104 of this Code.
- C. All Development Impact Fees adopted under this Chapter shall be consistent with the Mitigation Fee Act (Government Code Sections 66000 through 66025), the City's adopted Development Impact Fee Nexus Study, and any subsequent updates thereto.
- D. Revenues collected from development impact fees established under this Chapter shall be deposited into separate accounts or funds in accordance with the Mitigation Fee Act and shall be expended solely for eligible growth-related capital improvements identified in the applicable nexus study, including related design, engineering, rights-of-way, and other eligible capital costs. Such expenditures may include facilities implemented by the City or, where applicable and described in the nexus study, facilities implemented by other public agencies serving development within the City.
- E. Adoption of fee schedules pursuant to this Chapter does not obligate the City to construct any specific capital improvement or to complete any improvement on a particular schedule or timeline. The timing, priority, and specific scope of improvements shall be determined through the City's capital improvement planning and budget processes, subject to available funding and City Council direction.

SECTION 3. California Environmental Quality Act. The City Council finds that this ordinance is not a "project" for purposes of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(4), because it involves the establishment of a government funding mechanism and does not approve, authorize, or commit the City to any specific capital improvement project or other physical change to the environment. Any future capital improvement project funded in whole or in part by

development impact fees shall be subject to separate environmental review under CEQA prior to discretionary approval of such project, as required by law.

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

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

PASSED, APPROVED, AND ADOPTED by the City Council of Grand Terrace at a regular meeting held on the _____ day of _____ 2026.

Bill Hussey
Mayor

ATTEST:

Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney



AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: Event Location Approval for Trunk or Treat 2026

PRESENTED BY: Judith Garcia, Management Analyst

RECOMMENDATION: **THAT THE CITY COUNCIL SELECT A LOCATION FOR THE 2026 TRUNK OR TREAT EVENT AND PROVIDE DIRECTION TO STAFF TO PROCEED WITH PLANNING AND COORDINATION**

2030 VISION STATEMENT:

This staff report supports Goal #5, Engage in Proactive Communication.

BACKGROUND:

Since 2022, the City of Grand Terrace has successfully hosted an annual Trunk or Treat event at the Walgreens parking lot, providing a safe, family-friendly Halloween celebration for the community. Each year, residents, local businesses, and community groups come together to decorate their vehicles and distribute candy, creating a fun, safe, and engaging alternative to traditional trick-or-treating.

This highly anticipated event features decorated vehicle booths, food vendors, a pumpkin decorating contest, and other family-friendly activities. The event has grown significantly in popularity and attendance, with over 1,000 participants in 2025, requiring approximately 400 pounds of candy to support the demand.

The continued growth of the event reflects strong community interest and participation, as well as the City's commitment to providing inclusive and engaging programming.

DISCUSSION:

Due to the continued success of the event and increasing attendance, the Trunk or Treat has outgrown the available space at Walgreens. As a result, staff has evaluated alternative locations to better accommodate participants, improve event flow, and enhance the overall experience for attendees, vendors, and volunteers.

Traditionally, the event has been held in the evening from 5:00 PM to 8:00 PM. However, with Halloween falling on a weekend in 2026, staff is proposing an earlier event time of 3:00 PM to 6:00 PM.

Staff has identified two potential locations for the 2026 Trunk or Treat event: Richard Rollins Community Park and Stater Bros. adjacent east lot. The following outlines key advantages and considerations for Council review.

Option 1: Richard Rollins Community Park (22745 De Berry Street)

Pros:

- City-owned property with no external site approval required
- No impact on major intersections
- Built-in amenities, including restrooms, and playground and shelters available for additional activities
- Opportunity to partner with nearby schools or community organizations for additional parking

Cons:

- Layout constrained to parking lot areas only, as vehicles are not permitted on the field
- Limited event parking and traffic control needed to maintain ADA access
- Limited visibility, which may reduce attendance
- Direct impact on nearby residents due to noise, traffic, and event activity
- Requires formal approval and coordination with nearby school and community organizations for use of nearby parking areas

Option 2: Stater Bros. Adjacent East Lot (22201 Barton Road)**Pros:**

- Central and highly visible location within the City
- Ample parking available and easy accessibility
- Convenient access may encourage higher attendance
- Opportunity to partner with a local business

Cons:

- Requires formal approval and coordination with Stater Bros. Property Management
- Potential impacts to regular business operations and parking
- Limited space for expansion depending on layout constraints
- Potential liability concerns, including possible damage to onsite infrastructure

Staff recommends that the City Council select a location for the 2026 Trunk or Treat event and provide direction to staff to proceed with planning and coordination.

ENVIRONMENTAL IMPACT:

This action does not meet the threshold of a project under CEQA and is exempt.

FISCAL IMPACT:

No direct fiscal impact. All costs associated with the event have been budgeted and are included in the City's approved Special Events budget.

TRUNK OR TREAT EVENT LAYOUT PROPOSAL

Richard Rollins
Community Park
22745 De Berry St,
Grand Terrace, CA 92313

Saturday,
October 31, 2026
3pm-6pm



LEGEND

- Food Truck
- Decorated Trunks
- ♂
♀ Restrooms



TRUNK OR TREAT EVENT LAYOUT PROPOSAL

Stater Bros
 22201 Barton Rd,
 Grand Terrace, CA 92313

Saturday, October 31, 2026
 3pm-6pm



LEGEND

-  Food Truck
-  Decorated Trunks
-  Portable Restroom
-  Hand Washing Station
-  Hay Bales Sitting Area





AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: First Reading and Introduction of an Ordinance Formalizing Public Works Standard Plans and Streetlight Design Standards

PRESENTED BY: Shanita Tillman, Sr. Management Analyst

RECOMMENDATION: **FIRST READING AND INTRODUCTION OF AN ORDINANCE OF THE CITY OF GRAND TERRACE ADOPTING PUBLIC WORKS STANDARD PLANS AND SPECIFICATIONS AND STREETLIGHT DESIGN STANDARDS**

2030 VISION STATEMENT:

This staff report supports Goal #1: Ensure Our Fiscal Viability by reviewing expenditures and seeking savings and exploring creative means to provide services, as well as Goal #5: Engage in Proactive Communication by utilizing technology and web-based tools to disseminate information and establishing clear and accessible public works standards.

BACKGROUND:

The City of Grand Terrace does not currently maintain a formally adopted set of Public Works Standard Plans and Specifications. In practice, the City has historically relied on the San Bernardino County Standard Plans and Specifications to support plan review, capital improvement projects, and development-related improvements.

While these standards are already used operationally, they have not been formally adopted by ordinance, which limits enforceability and creates potential inconsistencies.

In addition, the County standards do not include streetlight design criteria. To address this gap, the proposed ordinance formalizes the City's use of:

- The San Bernardino County Public Works Standard Plans and Specifications for civil infrastructure; and
- The City of Ontario Standard Drawings for street lighting, including associated conduit and electrical components specific to streetlight infrastructure, specifically Standard Drawings 5101 through 5108.

DISCUSSION:

The proposed ordinance formalizes existing City practice by adopting established regional standards for public infrastructure. This action provides clear and enforceable design criteria, improves consistency in plan review and construction, and reduces the potential for discrepancies during project delivery.

Exhibit A includes the Table of Contents of the San Bernardino County Standard Plans and Specifications, as the full document is incorporated by reference and maintained on file with the City Clerk and available on the City's website due to its size. Exhibit B includes the applicable City of Ontario streetlight standard drawings.

This approach avoids the need to develop City-specific standards while ensuring consistency with widely used regional practices, reducing risk during procurement and construction, and improving coordination with regional agencies, engineers, and developers.

ENVIRONMENTAL IMPACT:

The proposed ordinance is not a project under CEQA and will not result in any physical impact on the environment.

FISCAL IMPACT:

There is no fiscal impact associated with adoption of this ordinance.

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND TERRACE ADOPTING BY REFERENCE THE SAN BERNARDINO COUNTY PUBLIC WORKS STANDARD PLANS AND SPECIFICATIONS, AND ADOPTING BY REFERENCE THE CITY OF ONTARIO STREETLIGHT STANDARDS FOR USE IN PUBLIC IMPROVEMENT DESIGN AND CONSTRUCTION

WHEREAS, the City of Grand Terrace does not currently maintain its own comprehensive set of public works standard plans and specifications for infrastructure improvements; and

WHEREAS, in practice, the City of Grand Terrace has historically utilized the San Bernardino County Standard Plans and Specifications in public works projects and formal procurement documents; and

WHEREAS, developing and maintaining a fully customized set of city-specific standards would require technical resources and funding that are not presently available; and

WHEREAS, the City Engineer, currently contracted part-time, is not equipped or credentialed to create or certify a complete set of original standard plans beyond his or her core area of expertise; and

WHEREAS, the San Bernardino County standards represent regionally recognized and widely used engineering practices, providing a consistent and efficient framework for public infrastructure within the San Bernardino County; and

WHEREAS, the San Bernardino County standards do not include streetlight specifications; and

WHEREAS, the City of Ontario's streetlight design standards are suitable for the City of Grand Terrace; and

WHEREAS, the City of Grand Terrace now desires to adopt by reference the San Bernardino County Public Works Standard Plans and Specifications and designate the City of Ontario's streetlight design standards as the City of Grand Terrace's adopted standard for streetlight infrastructure.

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

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

SECTION 2. Adoption of San Bernardino County Standards. The City hereby adopts, by reference, the San Bernardino County Standard Plans and Specifications, as shown in Exhibit A, which is incorporated herein by reference and made part of this

Ordinance. These standards shall serve as the City's primary standard for all public works improvements, including roadway, drainage, and civil infrastructure. A copy of Exhibit A shall be kept on file in the City Clerk's Office and made available for public inspection.

SECTION 3. Adoption of City of Ontario Streetlight Standards. The City further adopts, by reference, the City of Ontario Standard Drawings for street lighting, including associated conduit and electrical components specific to streetlight infrastructure, specifically Standard Drawings 5101 through 5108, as shown in Exhibit B, which is incorporated herein by reference and made part of this Ordinance. These standards shall serve as the City's official design standards for streetlight improvements. A copy of Exhibit B shall be kept on file in the City Clerk's Office and made available for public inspection.

SECTION 4. Interpretation, Conflict Resolution, and Engineer Authority. In the event of a conflict between adopted standards, the San Bernardino County Standard Plans shall govern for roadway, drainage, and civil improvements, and the City of Ontario Standard Drawings shall govern for street lighting and associated infrastructure, unless otherwise determined by the City Engineer.

Traffic control devices, including signage, pavement markings, and striping, shall conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), as may be amended from time to time. Where no adopted standard applies, the City Engineer is authorized to determine appropriate design criteria based on accepted engineering practices, including Caltrans standards.

The City Engineer shall have the authority to interpret, apply, and approve deviations or supplements to the adopted standards as necessary to meet site-specific or project-specific conditions, and may issue administrative guidance or technical bulletins consistent with sound engineering practices.

SECTION 5. California Environmental Quality Act (CEQA). The City Council finds that the adoption of this Ordinance is not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5) of the CEQA Guidelines, as it is an administrative activity of the City that will not result in a direct or reasonably foreseeable physical change in the environment. Alternatively, even if deemed a project, this action is exempt from CEQA under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of regional public works standards will have a significant effect on the environment.

SECTION 6. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentences, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 7. Effective Date. This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. The City Clerk shall certify to the adoption of

this Ordinance and cause the same to be published or posted in the manner required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Grand Terrace at a regular meeting held on the 12th day of May, 2026.

Bill Hussey
Mayor

ATTEST:

Daysi Alcocer
City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney

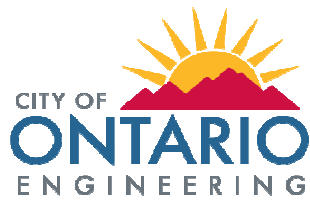
SAN BERNARDINO COUNTY TRANSPORTATION DEPARTMENT STANDARD DRAWINGS

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100B	MAJOR ARTERIAL CHINO HILLS SPECIFIC PLAN AREA
101	MAJOR HIGHWAY
102	SECONDARY HIGHWAY
102A	MAJOR HIGHWAY CHINO HILLS SPECIFIC PLAN AREA
103	COLLECTOR STREET
103B	INDUSTRIAL COLLECTOR STREET
104	LOCAL STREET
104A	LOCAL STREET (LESS THAN 1,000 ADT)
105	INTERSECTION DESIGN FRONTAGE STREET
106	FRONTAGE ROAD AND STREET
106A	FRONTAGE ROAD AND STREET
107	INTERSECTION DESIGN DESERT ROAD
109	SIDEWALK
110	CURB RETURN WITH SIDEWALK RAMP
111	HALF WIDTH LOCAL STREET
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117A	TRAVERSABLE DIKE
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121	INTERSECTION DESIGN "L" SHAPE 60' RIGHT OF WAY
121A	INTERSECTION DESIGN "L" SHAPE 50' RIGHT OF WAY
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 200 CUTOFF WALL FOR DRAINAGE CHANNEL
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 209 HEADWALL WING-TYPE
 209A HEADWALL 'U'-TYPE
 210 CURB OUTLET STRUCTURE
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 303C STREET MARKER DESERT ROAD - 2 1/2 ACRE
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310	FIRE HYDRANT LOCATION
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501A	FLATBED TRUCK FALL PROTECTION
501B	FLATBED TRUCK FALL PROTECTION



Traffic Standard Drawings List

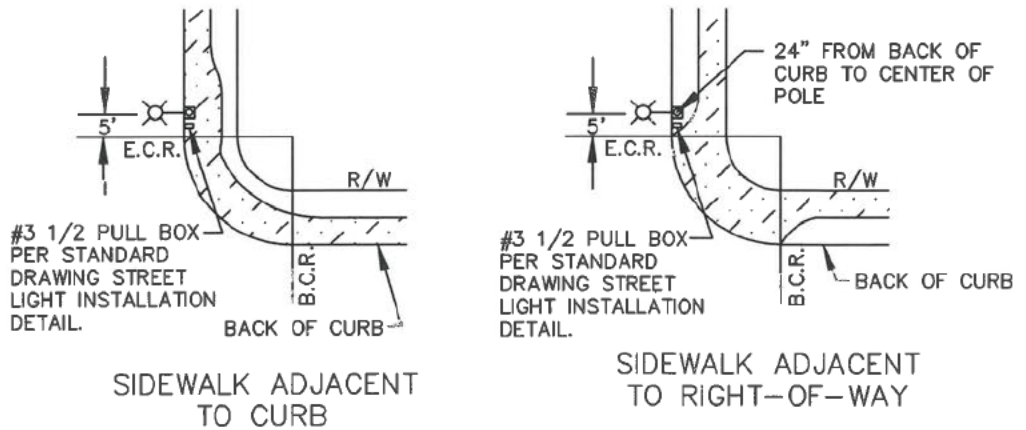
Standard Drawing No.	Details	Approval Date
5101	Street Light Standard	1-Feb-2024
5102	Street Light Installation Detail	23-Dec-2025
5103	King Street Light Standard	9-Sep-2010
5104	Drive Approach Street Light Relocation	8-Aug-2006
5105	Underground Electrical Feed Point	12-Oct-2022
5106	Street Light Pedestal Wiring Diagram	12-Oct-2022
5107	Corsican Street Light Standard	9-Sep-2010
5108	Carpinteria Street Light Standard	4-Nov-2014

APPROVED POLE SCHEDULE

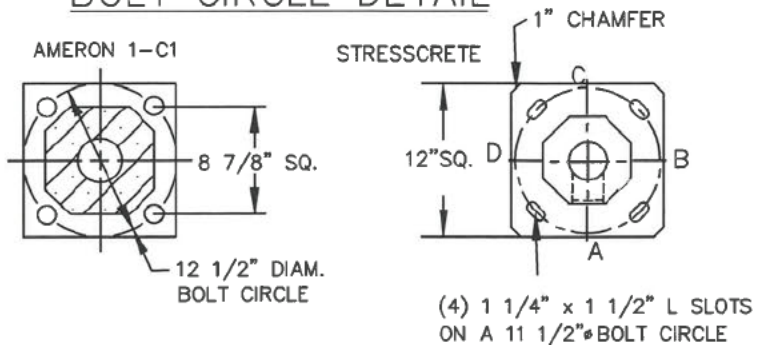
POLE	AMERON	LUMINAIRE MOUNTING HEIGHT	MASTER ARM LENGTH
A	1-C1-25-F8	29'-0"	8'
B	1-C1-25-F4	27'-6"	4'
C	1-C1-28-F8	31'-6"	8'

POLE	STRESSCRETE	LUMINAIRE MOUNTING HEIGHT	MASTER ARM LENGTH
A	P259-BPO-G-E31-CA-EAS1-OCT8'-SPCR	28'-3"	8'
B	P259-BPO-G-E31-CA-EAS1-OCT4'-SPCR	27'-3"	4'
C	P283-BPO-G-E31-CA-EAS1-OCT8'-SPCR	30'-3"	8'

POLE LOCATION ADJACENT TO CURB RETURN



BOLT CIRCLE DETAIL



NOTES

1. SEE CITY OF ONTARIO TRAFFIC & TRANSPORTATION GUIDELINES APPROVED MATERIAL LIST (AML) LED LUMINAIRES FOR LUMINAIRE REQUIREMENTS
2. NO DEVIATION FROM THE ABOVE SCHEDULE WILL BE ALLOWED UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

560-C-3250 PER SECTION 201 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONST.

HANDHOLE

FOUNDATION DIMENSIONS

STD. "A" - 30" x 30" x 42"
 STD. "B" - 30" x 30" x 42"
 STD. "C" - 30" x 30" x 48"



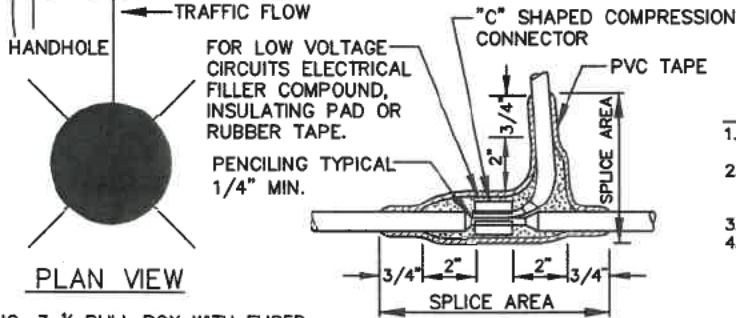
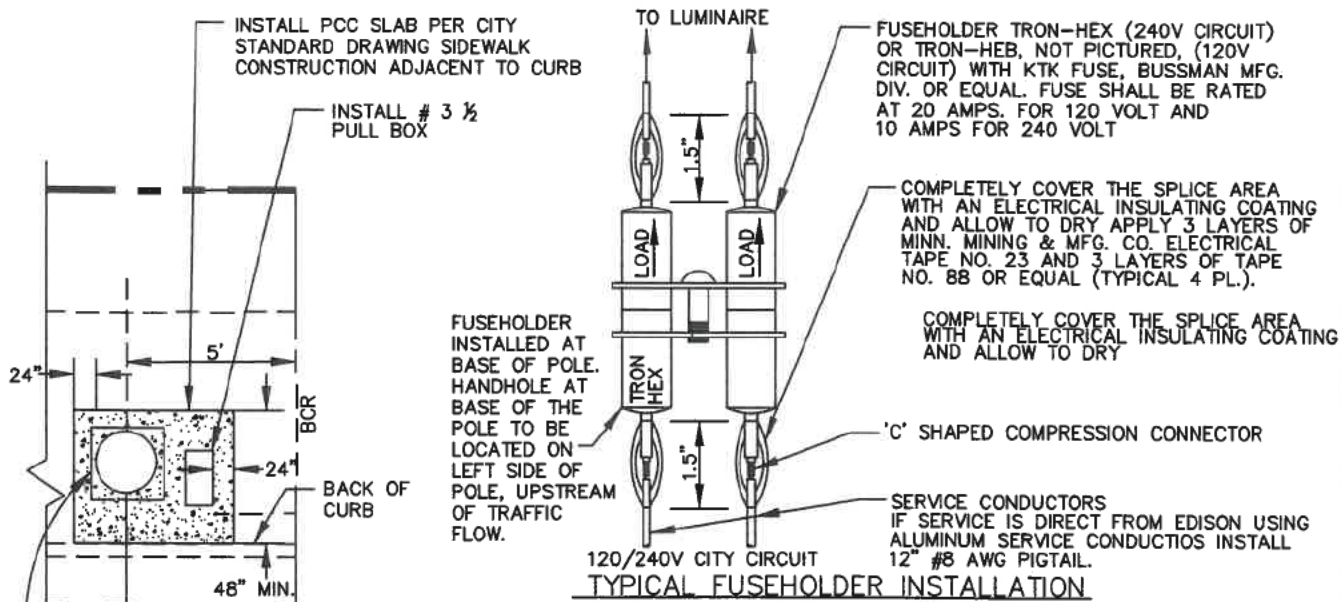
APPROVED BY: <i>[Signature]</i> 2-1-24 62809		RCE DATE	
KHOI DO, CITY ENGINEER			
RECOMMENDED: <i>[Signature]</i> 2/1/24 62841		RCE DATE	
JAY BAUTISTA, TRAFFIC/TRANSPORTATION MANAGER			
REV	DESCRIPTION	BY	APP'D DATE
1	Addition of Stresscrete poles/arms	DT	

CITY OF ONTARIO

STREET LIGHT STANDARD

STANDARD DRAWING NUMBER

5101

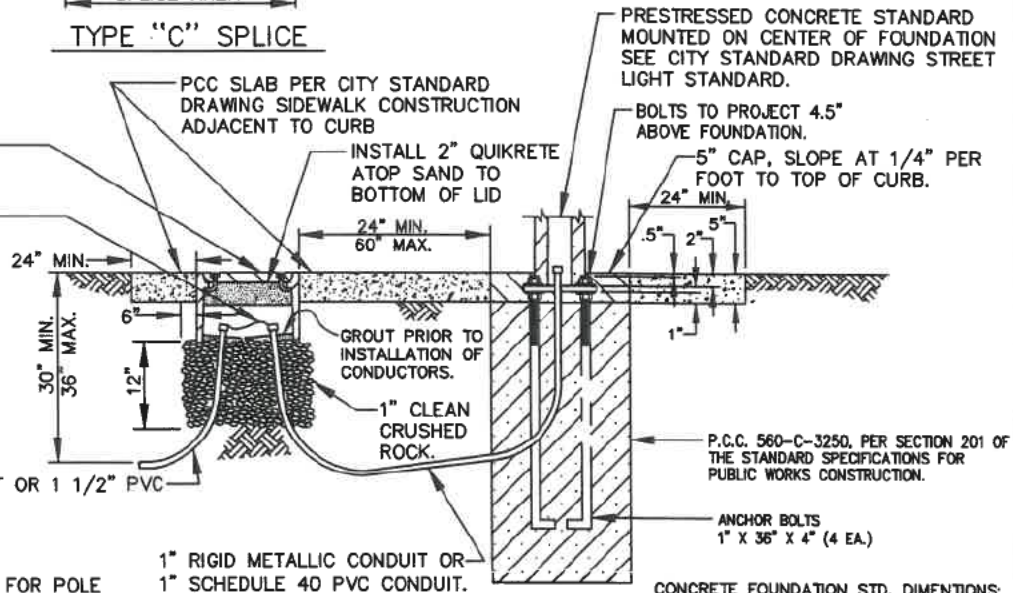


- METHOD "B"**
1. COMPLETELY COVER THE SPLICE AREA WITH ELECTRICAL INSULATING COATING AND ALLOW TO DRY.
 2. APPLY 2 LAYERS OF ELECTRICAL INSULATING PAD WITH MINIMUM THICKNESS OF 4mm EACH LAYER OR 2 LAYERS, HALF LAPPED, SYNTHETIC OIL RESISTANT, SELF FUSING RUBBER TAPE.
 3. APPLY 3 LAYERS, HALF LAPPED, POLYVINYL CHLORIDE TAPE.
 4. COVER ENTIRE SPLICE WITH ELECTRICAL INSULATING COATING AND ALLOW TO DRY.

NO. 3 1/2 PULL BOX WITH FUSED DISCONNECT (SEE DETAIL TYPICAL FUSEHOLDER INSTALLATION). INSTALL TWO 3/8" BRASS, NYLON OR STAINLESS STEEL LID LOCKS AND 2" (MIN.) GROUT IN THE BOTTOM OF BOX.

#6 AWG BOND WIRE (USE WITH METALLIC CONDUIT). WIRES TO BE BAGGED, ZIP-TIED CLOSED, AND PLACED IN 3" CLEAN SAND.

FEED CONDUIT
1 1/2" RIGID METALLIC CONDUIT OR 1 1/2" PVC SCHEDULE 80 PVC CONDUIT



TYPICAL FOUNDATION AND PULLBOX INSTALLATION



APPROVED BY:	<i>[Signature]</i>	12-29-25		
		62809		
KHOI DO, CITY ENGINEER		RCE DATE		
RECOMMENDED:	<i>[Signature]</i>	62841		
JAY BAUTISTA, TRAFFIC/TRANSPORTATION MANAGER		RCE DATE		
REV	DESCRIPTION	BY	APP'D	DATE

CITY OF ONTARIO

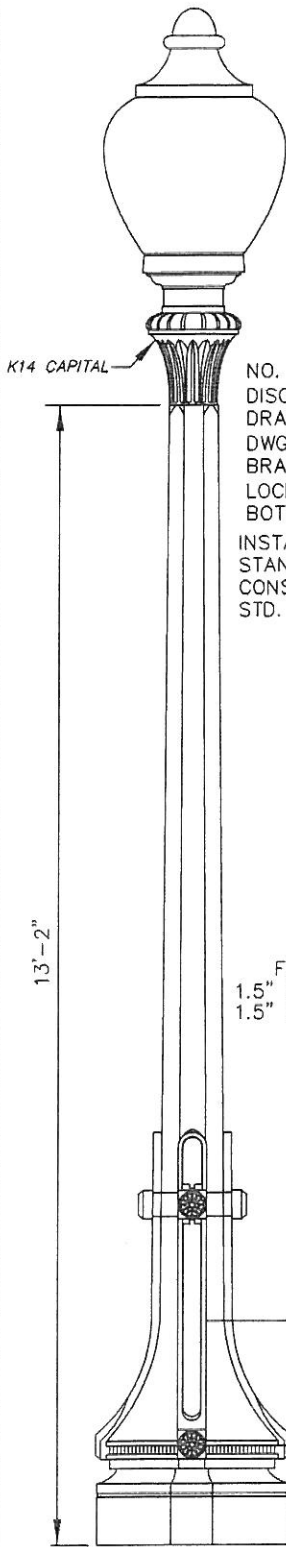
STREET LIGHT INSTALLATION DETAIL

STANDARD DRAWING NUMBER
5102

☒ USE 60 WATT, LED KING LUMINAIRE
K118R-BAAR-III-60(SSL)-5000-240-K14-PR-BK

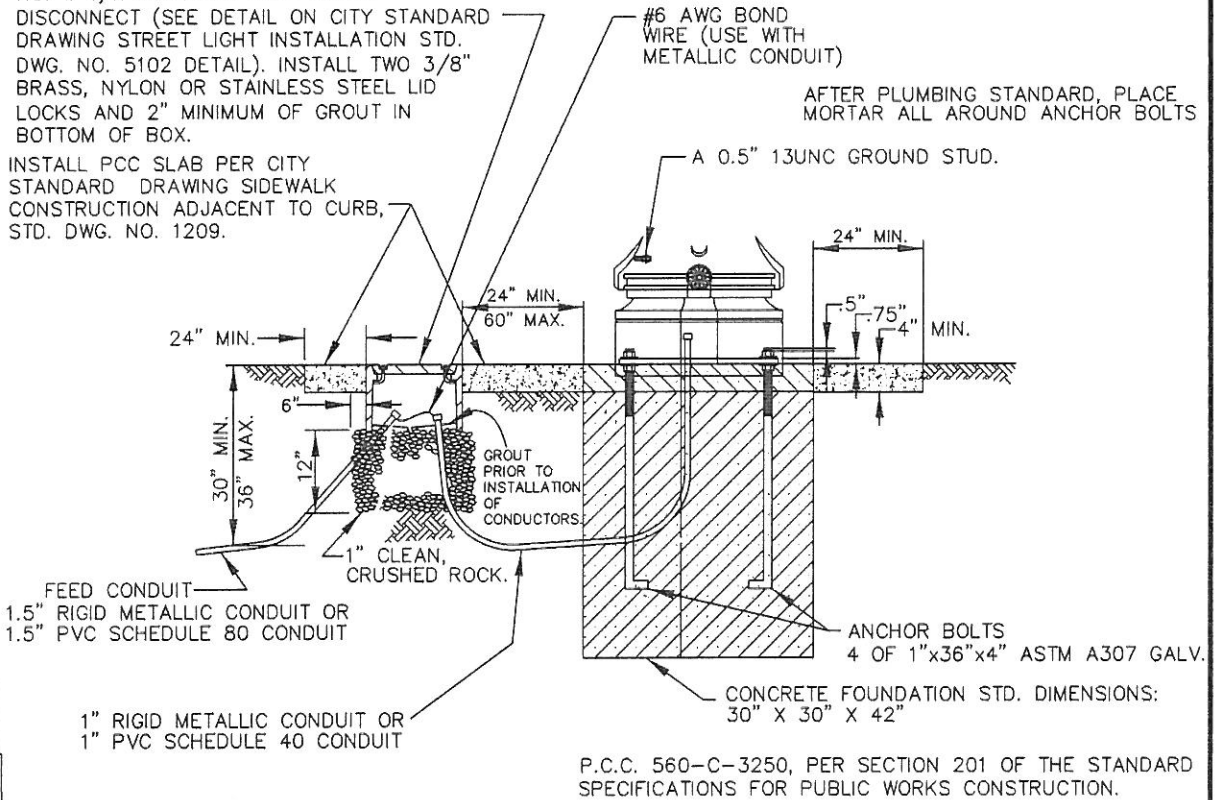
☒ USE 100 WATT, LED KING LUMINAIRE
K118R-BAAR-III-100(SSL)-8000-240-K14-PR-BK

FRENCH INTERMEDIATE CAST ALUMINUM POLE
CATALOGUE # KM62-13, PAINT: BLACK
THE POLE SHALL BE CAST ALUMINUM - A356.
THE POLE SHALL BE 13'-2" HEIGHT WITH A 21.75" DIAMETER BASE. A TENON SHALL BE PROVIDED AT TOP OF SHAFT, 3.5" O.D. x 3.5" L.

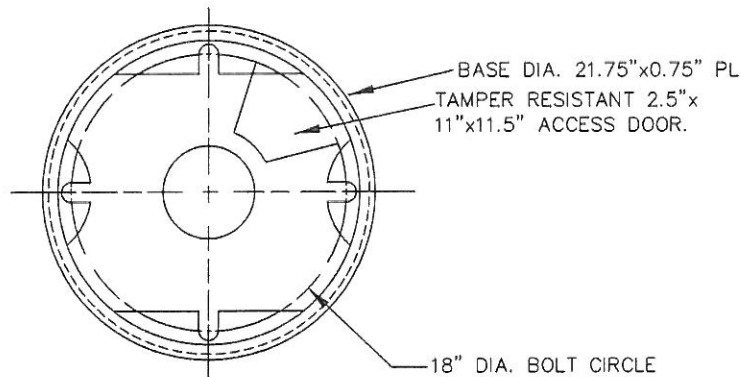


NO. 3 1/2 PULL BOX WITH FUSED DISCONNECT (SEE DETAIL ON CITY STANDARD DRAWING STREET LIGHT INSTALLATION STD. DWG. NO. 5102 DETAIL). INSTALL TWO 3/8" BRASS, NYLON OR STAINLESS STEEL LID LOCKS AND 2" MINIMUM OF GROUT IN BOTTOM OF BOX.

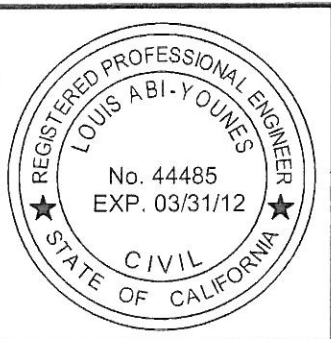
INSTALL PCC SLAB PER CITY STANDARD DRAWING SIDEWALK CONSTRUCTION ADJACENT TO CURB, STD. DWG. NO. 1209.



KING STANDARD FOUNDATION AND PULLBOX INSTALLATION



KING STANDARD BOLT CIRCLE DETAIL

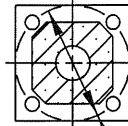


APPROVED BY:				
<i>Louis Abi-Younes</i>		44485	9.9.10	
LOUIS ABI-YOUNES CITY ENGINEER		RCE	DATE	
RECOMMENDED:				
<i>Thomas A. Davis</i>		2013	9/9/10	
TOM DAVNA, TRAFFIC/TRANSPORTATION MANAGER		TE	DATE	
REV	DESCRIPTION	BY	APP'D	DATE

CITY OF ONTARIO	
KING STREET LIGHT STANDARD	STANDARD DRAWING NUMBER
	5103

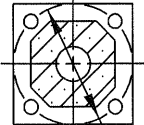
INSTALL PCC SLAB PER CITY STANDARD DRAWING SIDEWALK CONSTRUCTION ADJACENT TO CURB.

CENTRECON MBO PUMCO G6, G8



12" DIAM. BOLT CIRCLE

AMERON 1-C1

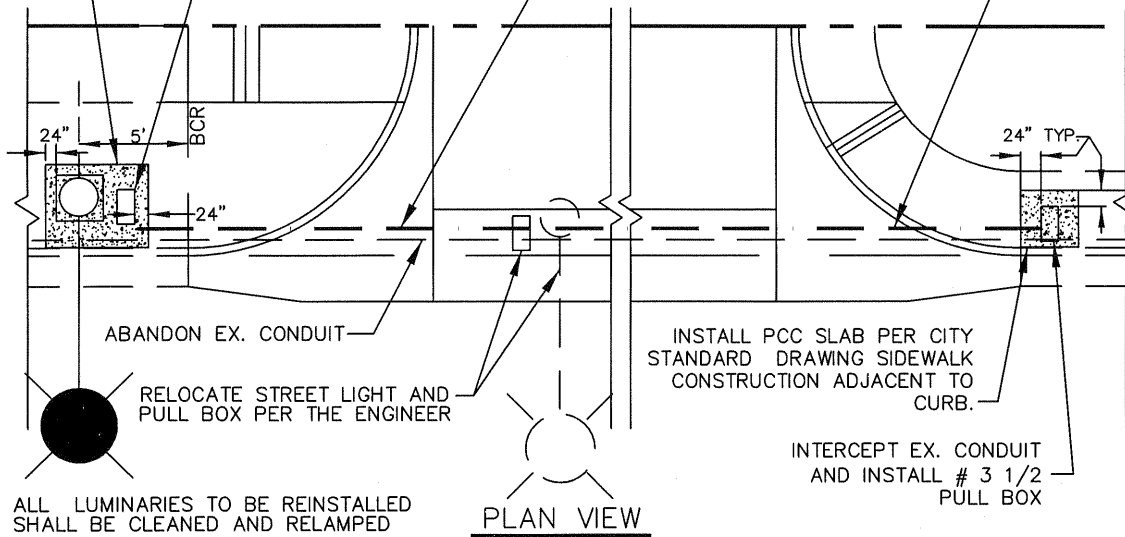


12 1/2" DIAM. BOLT CIRCLE

BOLT CIRCLE DETAIL

INTERCEPT EX. CONDUIT AND INSTALL # 3 1/2 PULL BOX

INSTALL 1 1/2" RIGID METALLIC CONDUIT OR SCH 80 PVC WITH NEW CONDUCTORS PULLED TO NEXT EXISTING POLE LOCATION.



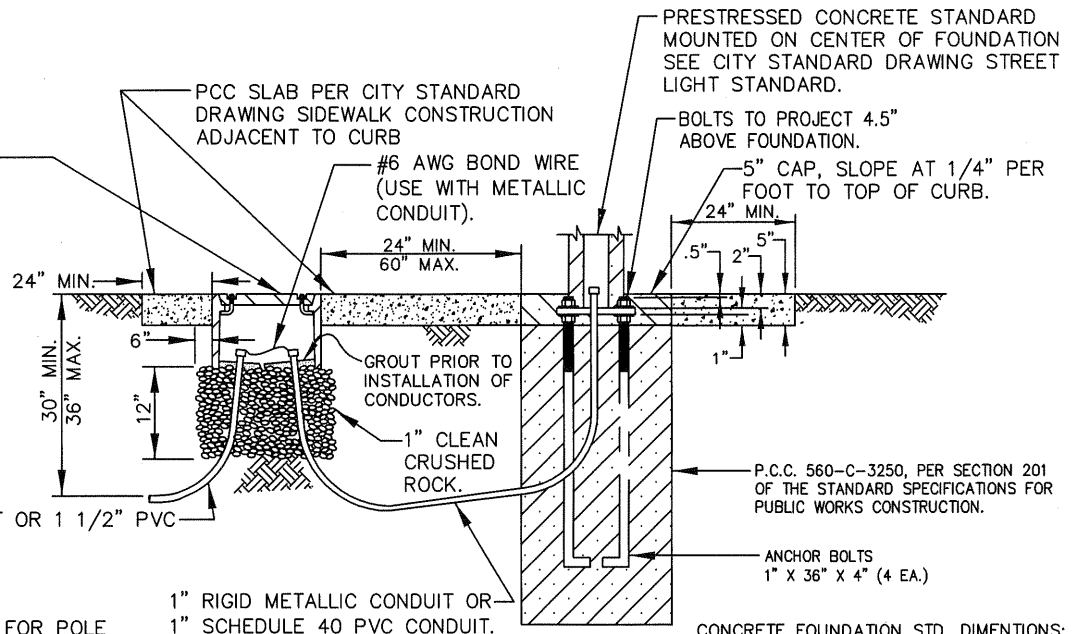
PLAN VIEW

ALL LUMINARIES TO BE REINSTALLED SHALL BE CLEANED AND RELAMPED

NOTE: WHEN A NEW DRIVE APPROACH IS INSTALLED THE EXISTING STREET LIGHT CONDUIT SHALL BE REPLACED PER THIS STANDARD DRAWING AND NEW CONDUCTORS INSTALLED. THE DEVELOPMENT ENGINEER SHALL CHECK OUT THE ORIGINAL STREET LIGHT DRAWING AND SHOW THE PROPOSED DRIVE APPROACH AND THE STREET LIGHT THAT IS TO BE RELOCATED WHEN AN EXISTING TRAFFIC SIGNAL PULL BOX LANDS IN A NEW DRIVE APPROACH, THE PULL BOX, CONDUIT AND CONDUCTORS (DLC,IC) SHALL BE RELOCATED PER THE ENGINEER.

NOTE: IN COMMERCIAL AREAS THE FUSE HOLDER SHALL BE PLACED IN THE STANDARD HAND HOLE AND THE PULL BOX LID GROUTED CLOSED

NO. 3 1/2 PULL BOX WITH FUSED DISCONNECT (SEE DETAIL TYPICAL FUSEHOLDER INSTALLATION). INSTALL TWO 3/8" BRASS, NYLON OR STAINLESS STEEL LID LOCKS AND 2"(MIN.) GROUT IN THE BOTTOM OF BOX.



FEED CONDUIT
1 1/2" RIGID METALLIC CONDUIT OR 1 1/2" PVC SCHEDULE 80 PVC CONDUIT

CONCRETE FOUNDATION STD. DIMENSIONS:
A&B = 30" X 30" X 42"
C = 30" X 30" X 48"

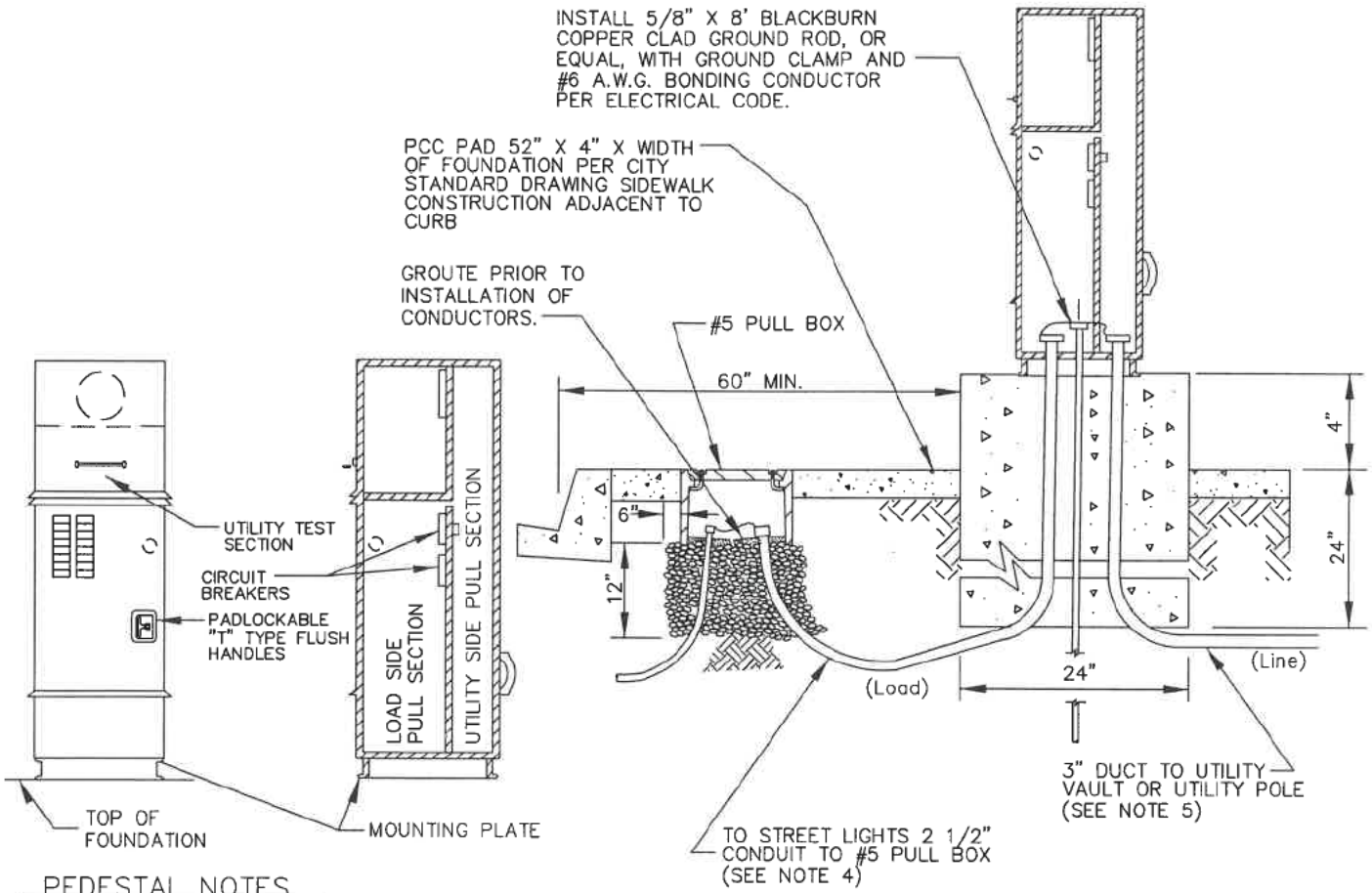
FOR POLE PLACEMENT SEE CITY STANDARD DRAWING STREET LIGHT INSTALLATION

TYPICAL FOUNDATION AND PULLBOX INSTALLATION



APPROVED BY: <i>John P. Sullivan</i>				
JOHN P. SULLIVAN CITY ENGINEER		24079	8/08/06	RCE DATE
RECOMMENDED: <i>Thomas A. Damm</i>				
TRAFFIC/TRANSPORTATION MANAGER		2013	8/07/06	TE DATE
REV	DESCRIPTION	BY	APP'D	DATE

CITY OF ONTARIO	
DRIVE APPROACH STREET LIGHT RELOCATION	STANDARD DRAWING NUMBER 5104



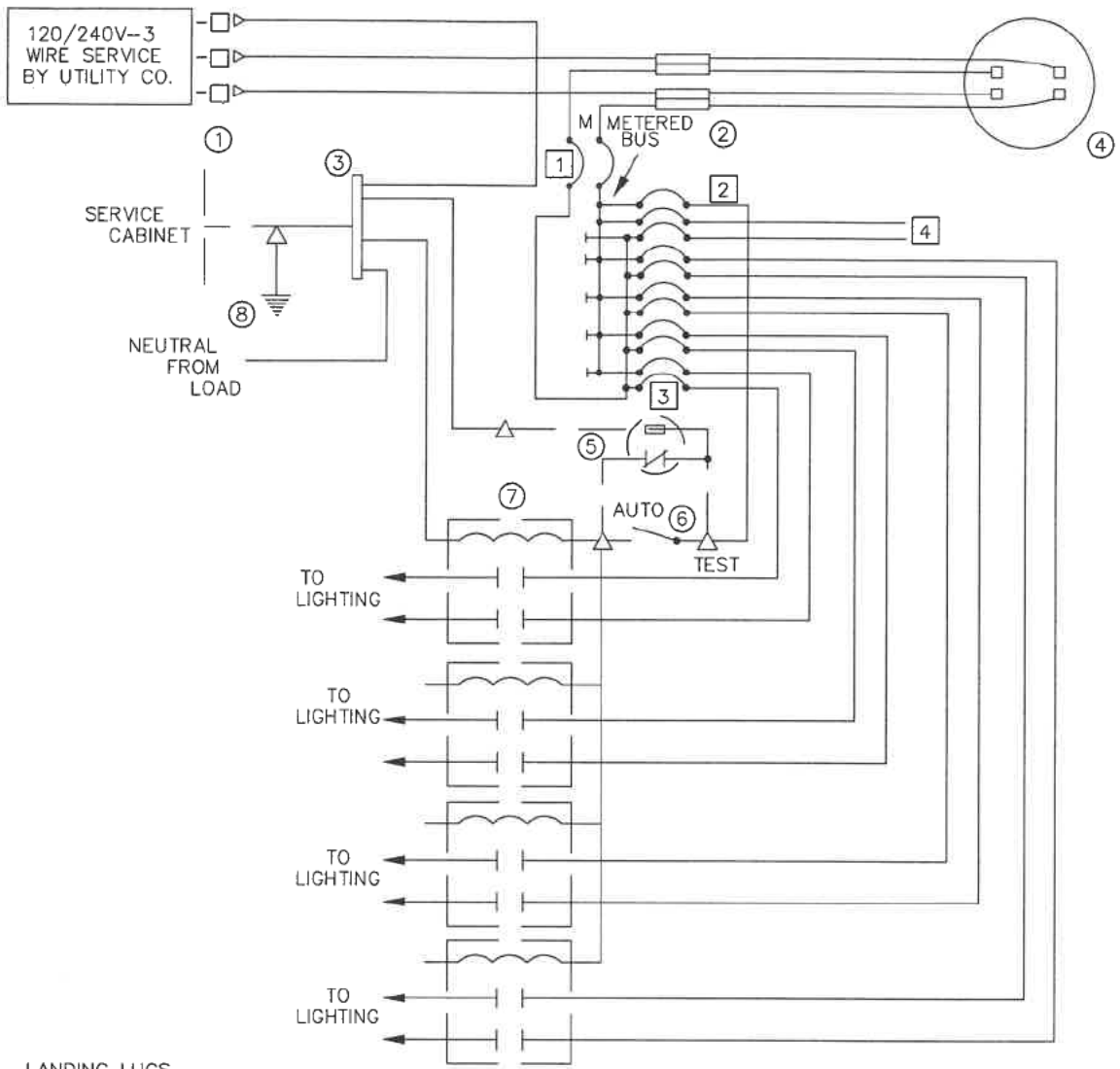
PEDESTAL NOTES

1. SERVICE PEDESTAL SHALL BE PACIFIC UTILITY PRODUCTS USP24-M200-112CTB-SD, MEYERS ELECTRIC PRODUCTS MEUG24-S-M200W/TB-MOD, TESCO CONTROLS, INC. OR AN EQUAL ALTERNATE APPROVED IN WRITING BY THE CITY ENGINEER. PEDESTAL LOCK SHALL BE A PAD LOCKABLE "T" TYPE FLUSH HANDLES. PEDESTAL WIRING SHALL BE PER CITY STANDARD DRAWING STREET LIGHT PEDESTAL WIRING DIAGRAM, AND CALTRANS STANDARD SPECIFICATIONS LATEST ENGLISH EDITION.
2. SERVICE PEDESTAL SHALL BE INSTALLED WITH PAD MOUNT SLEEVE.
3. CABINET SHALL BE BONDED TO A 5/8" X 8' BLACKBURN COPPER CLAD GROUND ROD, OR EQUAL, WITH GROUND CLAMP AND NO. 6 A.W.G. BONDING CONDUCTOR.
4. A 2 1/2 INCH (MINIMUM SIZE) CONDUIT WILL RUN FROM THE LOAD SIDE OF THE PEDESTAL TO THE ADJACENT #5 PULL BOX LOCATED WITHIN 5 FEET OF THE FEED PEDESTAL BASE.
5. A 3 INCH EDISON CO. APPROVED CONDUIT WITH PULL ROPE WILL RUN FROM THE UTILITY SIDE OF THE PEDESTAL TO THE FEED POINT PER S.C.E. REQUIREMENTS.
6. CONDUIT SHALL EXTEND INTO PEDESTAL 1" ABOVE FLOOR AND HAVE APPROVED CONDUIT BUSHINGS.
7. NO SPLICES WILL BE ALLOWED IN THE FIRST PULL BOX. SEPARATE CIRCUITS SHALL BE SUPPLIED FOR EACH DIRECTION OF SERVICE FROM THE PEDESTAL.
8. IN UNIMPROVED AREAS, TOP OF FOUNDATION SHALL BE AS DIRECTED BY THE CITY ENGINEER. IN IMPROVED AREAS, TOP OF FOUNDATION SHALL BE 12" ABOVE THE ADJACENT FINISHED SURFACE.
9. CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE EDISON CO. AND THE CITY ENGINEER FOR 120/240 VOLT 200 AMP SERVICE. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHARGES FOR ANY WORK VOLT 200 AMP SERVICE. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHARGES FOR ANY WORK.
10. CIRCUIT BREAKERS SHALL BE SUITABLE FOR USE ON 120/240 VOLT 200 AMP SERVICE AND BE U.L. LISTED.
11. ON METERED (LS-3) CIRCUITS THE PHOTOELECTRIC CONTROL WINDOW AND SOCKET SHALL BE LOCATED ON THE LOAD SIDE OF CABINET. UNMETERED (LS-2) CIRCUITS SHALL HAVE THE PHOTOELECTRIC CONTROL WINDOW AND SOCKET ON THE UTILITY SIDE OF CABINET.
12. THE APPROVED BILLING ADDRESS SHALL BE PAINTED ON THE METERED SIDE OF ALL PEDESTALS CABINETS.
13. THE PHOTO-CONTROL SHALL BE INSTALLED IN THE SERVICE PEDESTAL.



APPROVED BY:		10-12-22	
<i>[Signature]</i>		62809	
KHOI DO, CITY ENGINEER		RCE DATE	
RECOMMENDED:		10/12/22	
<i>[Signature]</i>		62841	
JAY BAUTISTA, TRAFFIC/TRANSPORTATION MANAGER RCE DATE			
REV	DESCRIPTION	BY	APP'D DATE

CITY OF ONTARIO	
UNDERGROUND ELECTRICAL FEED POINT	STANDARD DRAWING NUMBER 5105



- ① LANDING LUGS
- ② TEST BYPASS FACILITIES
- ③ SOLID NEUTRAL
- ④ 200 AMP METER SOCKET
- ⑤ A FISHER PIERCE OR APPROVED EQUAL PHOTOELECTRIC CONTROL MOUNT SHALL ALSO BE INSTALLED IN THE SERVICE CABINET
- ⑥ 15A, 1R, TEST SWITCH
- ⑦ 30A, 2P NO CONTACTOR
- ⑧ GROUND ROD

CIRCUIT BREAKER SCHEDULE

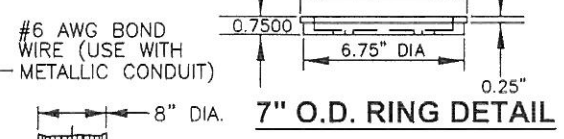
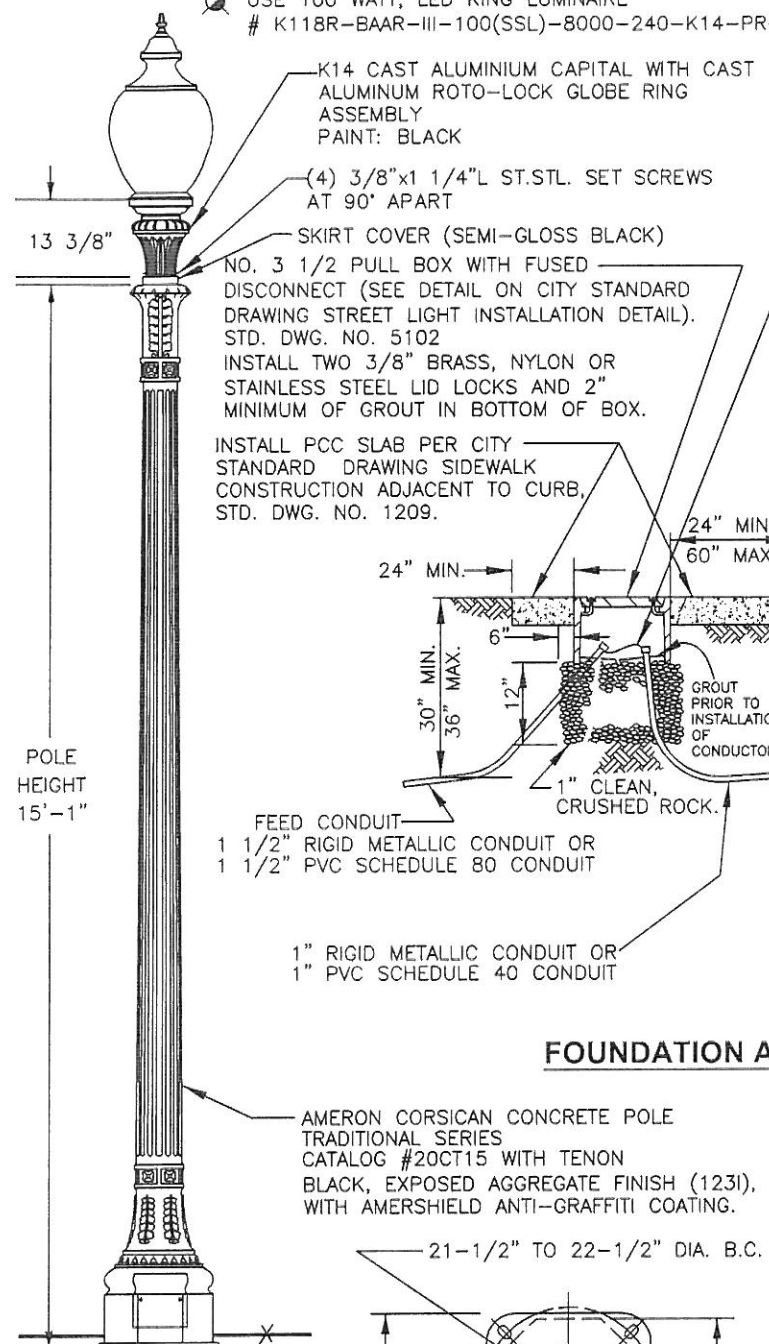
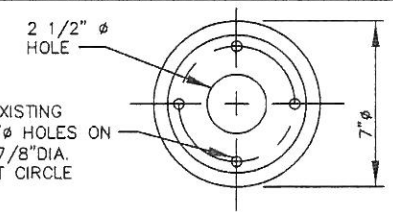
- ① MAIN - 200AMP., 240V., 2P.
- ② PHOTOELECTRIC CONTROL - 15AMP., 120V., 1P.
- ③ 240V. STREET LIGHTING - 4, 30AMP., 240V., 2P.
- ④ 120V. STREET LIGHTING - 2, 30AMP., 120V., 1P.



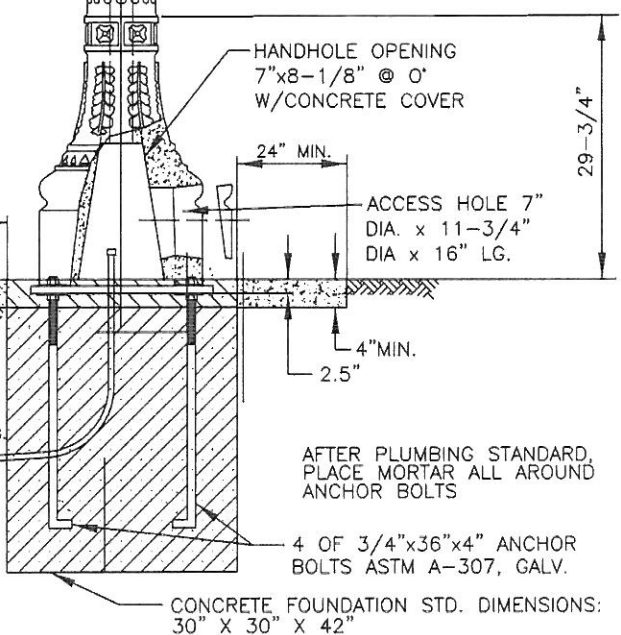
APPROVED BY:		10-12-22	
<i>[Signature]</i>		62809	
KHOI DO, CITY ENGINEER		RCE DATE	
RECOMMENDED:		10/12/22	
<i>[Signature]</i>		62841	
JAY BAUHSTA, TRAFFIC/TRANSPORTATION MANAGER RCE		DATE	
REV	DESCRIPTION	BY	APP'D DATE

CITY OF ONTARIO	
STREET LIGHT PEDESTAL WIRING DIAGRAM	STANDARD DRAWING NUMBER 5106

- ☒ USE 60 WATT, LED KING LUMINAIRE
K118R-BAAR-III-60(SSL)-5000-240-K14-PR-BK
- ☒ USE 100 WATT, LED KING LUMINAIRE
K118R-BAAR-III-100(SSL)-8000-240-K14-PR-BK



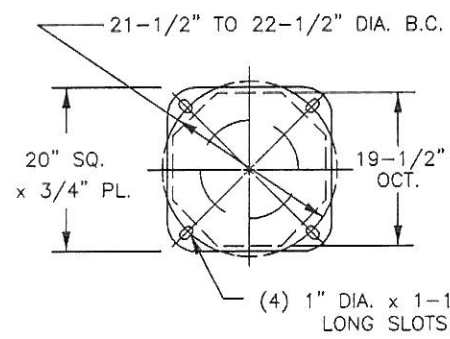
24" MIN. 60" MAX. 24" MIN. 30" MIN. 36" MAX. 6" 12" 1" CLEAN, CRUSHED ROCK. GROUT PRIOR TO INSTALLATION OF CONDUCTORS. FEED CONDUIT 1 1/2" RIGID METALLIC CONDUIT OR 1 1/2" PVC SCHEDULE 80 CONDUIT. 1" RIGID METALLIC CONDUIT OR 1" PVC SCHEDULE 40 CONDUIT.



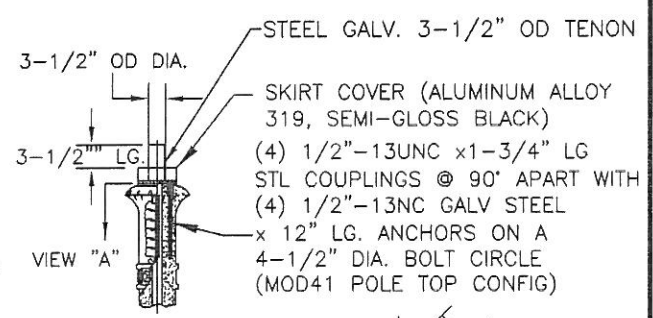
P.C.C. 560-C-3250, PER SECTION 201 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

FOUNDATION AND PULLBOX INSTALLATION

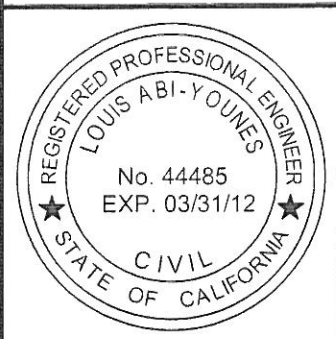
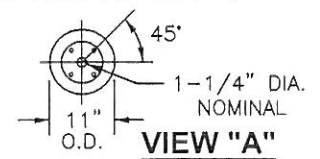
AMERON CORSICAN CONCRETE POLE TRADITIONAL SERIES CATALOG #20CT15 WITH TENON BLACK, EXPOSED AGGREGATE FINISH (123I), WITH AMERSHIELD ANTI-GRAFFITI COATING.



BOLT CIRCLE DETAIL



TOP DETAIL

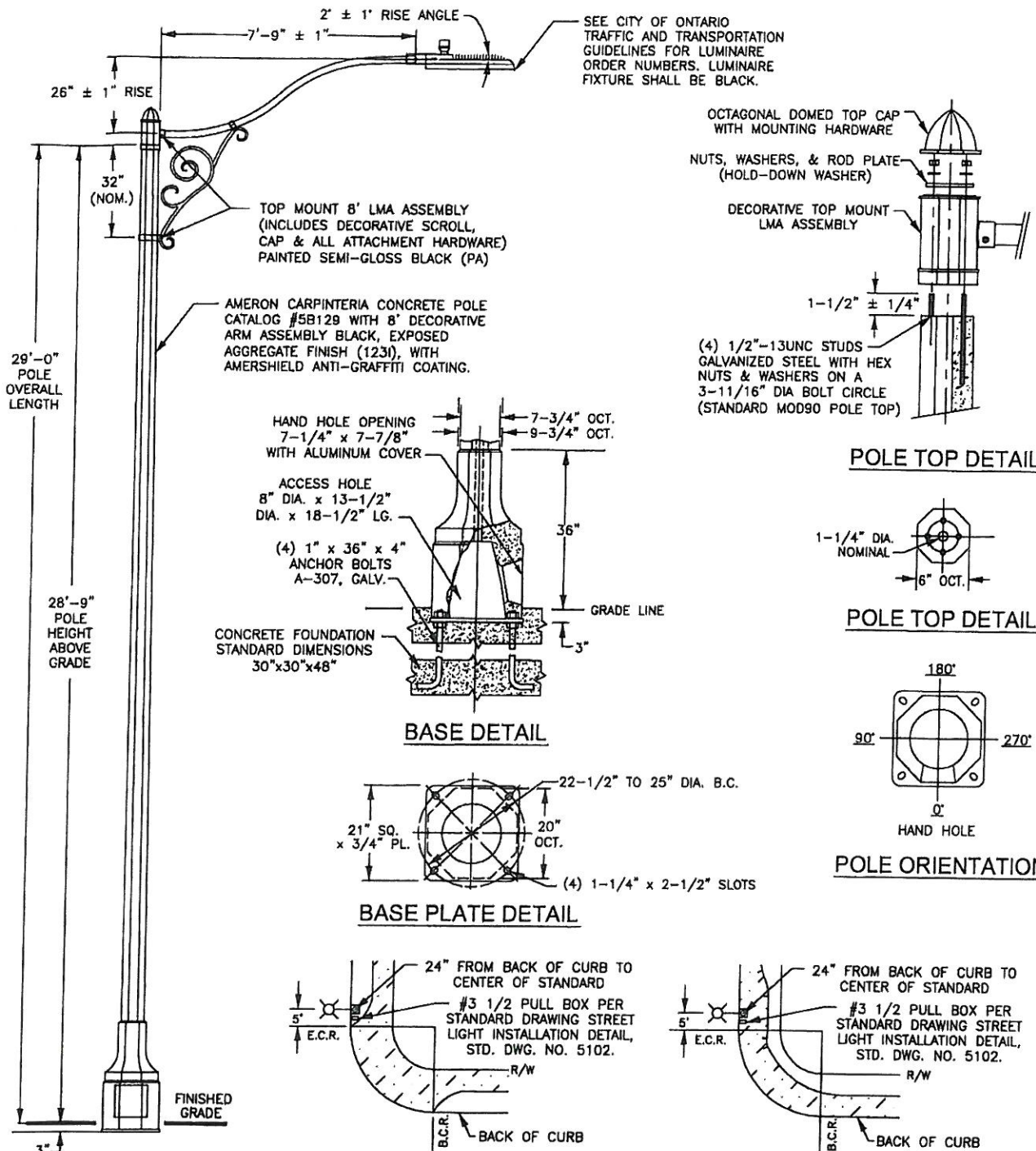


APPROVED BY:		44485 9.9.10	
<i>Louis Abi-Younes</i>		RCE	DATE
LOUIS ABI-YOUNES, CIVIL ENGINEER			
RECOMMENDED BY:		2013 9/9/10	
<i>Tom Danna</i>			
TOM DANNA, TRAFFIC/TRANSPORTATION MANAGER		TE	DATE
REV	DESCRIPTION	BY	APP'D DATE

CITY OF ONTARIO

CORSICAN STREET LIGHT STANDARD

STANDARD DRAWING NUMBER
5107



SEE CITY OF ONTARIO TRAFFIC AND TRANSPORTATION GUIDELINES FOR LUMINAIRE ORDER NUMBERS. LUMINAIRE FIXTURE SHALL BE BLACK.

POLE TOP DETAIL

POLE TOP DETAIL

POLE ORIENTATION

BASE DETAIL

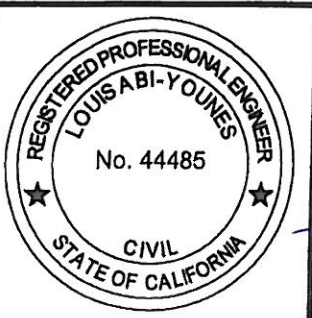
BASE PLATE DETAIL

SIDEWALK ADJACENT TO RIGHT-OF-WAY SIDEWALK ADJACENT TO CURB

STANDARD POLE LOCATION ADJACENT TO CURB RETURN

NOTE

STANDARD 5108 SHALL APPLY FOR STREET LIGHTS ALONG NMC ARTERIAL AND COLLECTOR STREETS, UNLESS OTHERWISE SPECIFIED BY THE CITY ENGINEER.



APPROVED BY:				
<i>Louis Abi-Younes</i>		44485 11.6.14		
LOUIS ABI-YOUNES, CITY ENGINEER		RCE	DATE	
RECOMMENDED:				
<i>Tom Danna</i>		2013 10/21/13		
TOM DANNA, TRAFFIC/TRANSPORTATION MANAGER		TE	DATE	
REV	DESCRIPTION	BY	APP'D	DATE
2	LED Luminaire's Color	JMC		

CITY OF ONTARIO	
CARPINTERIA STREET LIGHT STANDARD	STANDARD DRAWING NUMBER 5108



AGENDA REPORT

MEETING DATE: April 14, 2026

TITLE: Community Benefit Fund Grant Award to the Grand Terrace High School Titan Wrestling Booster Club

PRESENTED BY: Christine Clayton, Finance Director

RECOMMENDATION: **APPROVE THE COMMUNITY BENEFIT FUND GRANT APPLICATION FROM THE GRAND TERRACE HIGH SCHOOL TITAN WRESTLING BOOSTER CLUB IN THE AMOUNT OF \$2,000.00 AND TRANSFER OF FUNDS FROM ACCOUNT 61-461-200-000-000 TO 61-461-100-000-000**

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 Titan Wrestling Booster Club

The Organization's mission is to promote and support the Grand Terrace High School wrestling team and grow the sport of wrestling in the community.

Below summarizes the current application submitted by the Organization:

Project Title:	Grand Terrace Wrestling Team Canopy
Project Activity:	The Grand Terrace High School Wrestling team participates in community events to showcase and bring awareness to our community about our growing wrestling program which has been growing the past few years.
Public Purpose:	The funds will be utilized to purchase a tent set up to be used at events like Light Up Grand Terrace, Blue Mountain Festival and wrestling tournaments. We hope to have more middle schoolers join wrestling so they are ready for their high school years.
Amount Requested:	\$2,000.00
Utilization of Funds:	Purchase canopy set up to showcase the wrestling program at community events and to be used during wrestling tournaments.

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 Wrestling 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 Wrestling Booster Club.

ENVIRONMENTAL IMPACT:

This action does not meet the threshold of a project under CEQA and is exempt.

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 Mar-2026</u>	<u>Proposed Grant Awards</u>	<u>Revised Balance</u>
61	461-	Youth/School	\$12,000	(\$12,000)	\$0	(\$2,000)	(\$2,000)

	100	Programs					
61	461-200	Service Organizations	\$8,000	(\$4,000)	\$4,000	\$0	\$4,000
		TOTAL	<u>\$20,000</u>	<u>(\$16,000)</u>	<u>\$4,000</u>	<u>(\$2,000)</u>	<u>\$2,000</u>



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

ORGANIZATION INFORMATION			
Organization Name:	GTHS Titan Wrestling Booster Club		
Organization Mission:	To promote and support the Grand Terrace High School wrestling team, grow the sport of wrestling in the community		
Organization Contact #1:	Name: Victor Zamora	Title: President	
Mailing Address:	12771 Mount Vernon Ave		
City, State, Zip Code	Grand Terrace CA 92313		
Phone & E-mail:	Phone: 909.278.6880	E-mail: gths.titan.wrestling.boosterclub@gmail.com	
Organization Contact #2:	Name:	Title:	
Mailing Address:			
City, State, Zip Code			
Phone & E-mail:	Phone:	E-mail:	
Have you ever applied for funding through the City's Community Benefit FUND (CBH) before?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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. Tournament fees	July 30th, 2024	\$ 2000.00	\$ 2000.00
2.			
3.			
4.			
5.			
Date of Application:	March 29, 2026		
Requested Amount:	\$ 2000.00		



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

PROJECT INFORMATION				
Project/Activity Title:	Grand Terrace Wrestling Team Canopy			
Project/Activity Description (description of event the organization is seeking funding for)	The GTHS Wrestling team participates in community events to showcase and bring awareness to our community about our growing wrestling program which has been growing the past few years			
Describe how the project/activity is for a public purpose and benefits the residents and or community of Grand Terrace	The funds will be utilized to purchase a tent set up to be used at events like lightning of the tree, blue mountain festival and wrestling tournaments. We hope to have more middle schoolers join wrestling so they are ready for their high school years.			
Project/Activity Target Population:	<input checked="" type="checkbox"/> Youth	<input type="checkbox"/> Seniors	<input type="checkbox"/> Women	<input type="checkbox"/> Low-Income
	<input type="checkbox"/> Businesses	<input type="checkbox"/> Disabled Persons	<input type="checkbox"/> Yes	<input type="checkbox"/> Entire Community
Project/Activity Date:	2026 school year			
Location of Project/Activity:	Grand Terrace High School			
Detailed description of how the funds will be utilized.	Purchase canopy set up to showcase the wrestling program at community events and to be use during wrestling tournaments			
Negative Impact should funding not be approved:	Less growth and awareness of Grand Terrace wrestling 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 Mar 31, 2026 and Approved & Proposed Applications for Apr 2026

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 Apr-2026	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	2,000	\$ 6,000	-	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	2,000	5,997
Grand Terrace HS Titan Wrestling Booster Club									2,000		\$ 2,000	-	2,000
Grand Terrace High School Cheer Booster Club	-	-	-	-	-	-	-	2,000	2,000	2,000	\$ 6,000	-	6,000
Grand Terrace High School Baseball Booster	-	-	-	-	-	-	-	-	-	2,000	\$ 2,000	-	2,000
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			\$ 10,000	-	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	\$ 12,000	\$ 59,541	\$ 2,000	\$ 61,541
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 Champions Figure Skating Team									2,000	2,000	\$ 2,000	-	2,000
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	\$ 4,000	\$ 59,267	\$ -	\$ 59,267
TOTAL	\$ 12,423	\$ 11,601	\$ 11,347	\$ 15,250	\$ 7,997	\$ 5,805	\$ 10,035	\$ 12,350	\$ 20,000	\$ 16,000	\$ 118,808	\$ 2,000	\$ 120,808